

# General Terms & Conditions – Geposit AB

## § 1. GENERAL

These terms and conditions ("**General Terms**") govern the Company's use of Geposit's (as defined below) services and products as provided on its websites and via API ("**Website**") at any time. By using Geposit's services, the Company approves the General Terms, and an agreement is established between the Company and Geposit AB, registration number 556878-4655 with address c/o Convendum, Biblioteksgatan 29, 114 35 Stockholm ("**Geposit**").

For the case the Company does not accept these General terms, is the Company not allowed to use the Service.

## § 2 DEFINITIONS

Geposit provides digital services and products in the form of, for example, address controls and map tool so as these are provided at the Website at where time (the "**Service**"). The Company using the Service is described in these General as the "**Company**" and the Company's representatives are described as "**Users**".

## § 3 THE SERVICE

The Service is normally i 24/7 operation for all days during the week. This implies it is possible for the Company to connect with the Service during this period, except for planned or unplanned downtime.

Geposit provides a customer service function with the task of assisting the Company when problems arise regarding the use of the Service, solving problems or providing responses to questions. Customer service is given via either telephone or E-mail and via information on the website.

The Company itself is responsible for ensuring that the Company's data is not lost or accessed without authorization in its own system. To the extent that the Company loses information or is exposed to intrusions that could lead to the loss of information, the Company must promptly inform Geposit in writing of any risk-imposing events. Geposit is not responsible for loss of or unauthorized access to the data stored centrally in the Service, unless such loss or unauthorized access relates to Geposit's failure to comply with the applicable regulations according to Geposit's Information Security Policy. Geposit is not responsible for transmission errors, corruption of data or for the security of data transmission in the telecommunications network.

Geposit has the right to obtain statistics on the Company's use of Geposit's services through Geposites collaborative partners.

## § 4 USE OF THE SERVICE

As user of every Geposit Services get the Company solely use the Service in accordance with below.

- a) The Service can be used free in the own the organization or for own use, but not resold, shared, included, given away, transferred or otherwise exposed to outside parties without written permission from Geposit.
- b) For to use certain by Geposites products and services must the Company's User obtain user id and password. Each user ID and password is unique per User and may only be used by the Company and authorized Users for which it is intended.
- c) In the case the Company handles personal data within the Service, this must be handled in accordance with data protection regulation ("GDPR").
- d) The Company answers for equipment which is connectable to the Service and for required telecommunication services for to be able to communicate with the Service, as well as for all costs for equipment and connection.
- e) The Company will see to it to individual as ends its employment at the Company or as no longer need have access shall immediately be deprived of their authorization to the Service.
- f) Via the Service, the Company can gain access to information worthy of protection. The information provider together with Geposit has defined one at where time current Information Security Policy for how the information will handled. This one policy obtains on request from info@geposit.se.

The Company responsible for to every employees at the Company as uses the Service accepts the conditions in this agreement and only uses the Service in accordance with the agreement.

## § 5 INTANGIBLE RIGHTS

The Company understand and accepts to The home page and the Service contains material provided of Geposit and third parties and that such material may contain intellectual property rights.

The Company agrees to respect every immaterial rights, including but not limited to copyright, brand and Company name (regardless of whether it is registered or not) included or displayed on the Website or to which the Company has access in connection with the Services.

The Company get solely use the content on The home page for the Company's own use of the Service and the Company get not use the content of the Website in violation of applicable legislation or these General Terms and Conditions. The Company may use such content solely for the purpose of using the Service.

The Company obtains No Other license to use above mentioned immaterial rights except What as expressly specified in these General terms.

The Company understands and accepts that content published on the Website may belong to third parties, and that Geposit has no control over such content. Because understand and accepts the Company that Geposit not will be held responsible for such content provided by third parties and displayed or available on the Website or in the Service.

## § 6 PAYMENT

For connection to the Service, Geposit charges fees according to the price list in effect at the time, unless otherwise specifically agreed. The Company must be informed of price increases or price reductions at least one (1) month before they come into effect. However, Geposit reserves the right to change its prices with immediate effect depending on cost-increasing events outside Geposit's control. If the Company does not approve the change or addition, the Company must terminate the agreement no later than two (2) weeks before the new conditions come into force. If such termination does not take place, the Company is deemed to have approved the new terms and conditions.

All fees specified excluding value added tax and Other on debited amount outgoing state impositions. These must be paid by the Company.

Annual fee and Other fasting fees charged in advance. Variable fees are charged monthly or quarterly in arrears. Payment terms are 30 days net from the invoice date. Payment terms are 30 days net from the invoice date. In case of late payment, a fixed late fee of SEK 450 is payable. In addition, annual late payment interest of 25%. If the Company is in arrears with payment to Geposit, Geposit has the right to exclude users without warning. The Company's use is activated again so soon action as strengths payment arrived Geposit available. For Company as repeated times is in arrears with payment and as a result excluded, Geposit has the right to demand payment in advance.

The Company is guilty to immediately inform Geposit if the tasks as given regarding the Company's name, address would be changed.

## § 7 TREATMENT OF PERSONAL DATA

Geposit treats personal data as Geposit obtains in connection with the use of the Service. The personal data concerning Users are treated in accordance with Geposites's currently applicable Personal Data Policy, which is updated continuously to be compatible with current legislation. The policy can be found at <https://www.geposit.se>.

The Company responsible for the Company's treatment of personal data, as happens in connection with use of the services, happens in accordance with the GDPR. Furthermore, the Company undertakes to follow the Swedish Data Protection Authority's general advice on Security for personal data.

In the event that Geposit processes personal data in the capacity of personal data assistant to the Company, Geposit will take technical and organizational measures to protect personal data. Geposit will only process the personal data for to provide the Service to the Company and according with instruction from the Company. Geposit's treatment of personal data as a personal data processor is regulated in the Personal Data Processor Agreement, Appendix A to these General Terms and Conditions. The Company accepts Appendix A as a personal data processing agreement for all parts of the Service used by the Company.

The Company undertakes one to actively contribute at eventual training and to follow any instructions if management of personal data processing that may be arranged/directed by Geposit.

## § 8 LIMITATION OF LIABILITY

The Service provided in existing condition without guarantees of something kind. The Company's use of the Service is solely the Company's own responsibility and at your own risk. Geposit makes no guarantees - direct, implied or otherwise - regarding the availability, quality, suitability or correctness of the Website or the Service in general or its content. Geposit must always be given the opportunity to correct a deficiency in the Service before a breach of contract is deemed to exist. Geposit is not responsible for downtime caused by the Information Provider.

Geposit reserves one the right to in the future change or cease with the provision of the Service.

Geposit responsible only for damage or loss as Geposit caused the Company by bearish carelessness or substantially breach of contract. To the extent permitted under mandatory legislation, Geposit is not liable towards the Company or any third party for any direct, indirect or any other damage of any kind including, but not limited to, loss of profit, loss of income, reduced turnover, interruption of operations or losses of goodwill which arises due to or in connection with these General Terms and Conditions or the Service. Geposit is not liable to the Company for any third-party claims made against the Company. Under no circumstances shall Geposit's total liability towards the Company in connection with the Service for damages, losses and claims exceed the collected fees as the Company paid during the twelve month period as closest preceded the time of the claim, but no more than an amount corresponding to two (2) base amounts at the time of the claim according to the Act (1962:381) on general insurance.

Claim respect damages cannot be enforced with less than to lawsuit awakened within one (1) year from the day then the Company received or should have received knowledge of the circumstance on which the action is based.

Geposit is not responsible for delay or loss that has its basic in event outside Geposit control and which Geposit could not reasonably have anticipated when the Company joined the Service or whose consequences Geposit could not reasonably have avoided or overcome. Such events may be natural disaster, fire, war, mobilization, riot, sabotage, vandalism, trade restrictions, labor dispute, shortage of means of transportation, interruption of telecommunications, power outage, delay of subcontractor or other contracting party which is based on circumstances specified herein. As long as obstacles due to the specified event persist and a reasonable time thereafter, Geposit shall be released from the obligation to fulfill its commitments.

## § 9 INDEMNITY

The Company is liable to Geposit for all damage caused to Geposit, or third parties, due to the Company's breach of these General terms, inclusive but not limited to abuse of The Website and/or the Service, use of the Service in violation of the General Terms and Conditions and inappropriate marketing. Furthermore, the Company shall indemnify Geposit in relation to all claims, costs (including reasonable legal costs), injuries, outlay, damages and losses as Geposit committed on something way due to the Company's breach of these General Terms and Conditions or other applicable law.

#### **§ 10 CHANGE OF THE TERMS AND CHANGE AND TERMINATION OF THE SERVICE**

Geposit have Right to change these General terms. Geposit comes to inform the Company if such changes last thirty (30) days before one change trees in force. Geposit comes to leave the Company such information on The home page.

Each party has the right to terminate the Service with three months' notice, where termination must be reported by either party no later than three (3) months before the extension of the agreement. Termination must be in writing. If Geposit has reason to believe that the Company is in breach of these Terms of Use, Geposit has the right to suspend the Company's access to the Service with immediate effect.

Geposit owns Right to by foreclosure of the Company say up the Company's connection to Geposit to immediately cessation if the Company is in arrears with payment to Geposit or the Company applies for or is declared bankrupt, suspends payments, enters into settlement negotiations, enters into liquidation or otherwise can be considered to have become insolvent.

Furthermore, Geposit reserves the right, at its own discretion, to modify the Service at any time. If the Service or information contains a fixed fee, an agreement must be reached with the customer before the Service is removed or added. Geposit informs the Company of changes in good time so that the Company has time to take the necessary measures. If the Company wishes to change its connection to Geposit, Geposit must be informed of this in such a time that Geposit has time to take the necessary measures. The Company must reimburse the direct costs that Geposit committed of such changed connection. The Company accepts to Geposit not responsible towards the Company or any third party for such modification, interruption or termination.

#### **§ 11 NOTICES**

Termination or Other messages with reason of these General terms will happen in writing to info@geposit.se and is considered to have reached Geposit if receipt has been confirmed.

The Company connects one to always have one valid email address to competent contact person at the Company registered in the Service. This one e-mail address is used by Geposit for important messages regarding the Service.

#### **§ 12 SURRENDER**

The Company may not assign or transfer any rights, obligations or licenses that appear in these General Terms and Conditions. Geposit can transfer and transfer theirs rights according to these General terms without the Company's consent and without notice to the Company.

#### **§ 13 APPLICABLE LAW AND DISPUTES**

These General terms will be controlled of and interpreted in accordance with Swedish law, without application of its choice of law rules.

Disputes arising out of this agreement shall be finally settled by arbitration administered by the Stockholm Chamber of Commerce Arbitration Institute (SCC). Rules for Simplified Arbitration will apply if not SCC with consideration of the degree of difficulty of the case, the value of the object of dispute and other circumstances determine that the Arbitration Rules shall be applied. In the latter case, the SCC shall also decide whether the arbitration board shall consist of one or three arbitrators. The arbitration shall take place in Stockholm.

Notwithstanding the above owns party always right to turn one to general court or competent authority for to search obtain payment for clear and due claim.

## APPENDIX A – DATA PROCESSING AGREEMENT

between

Personal data controller: "The Company"

and

Personal data assistant: Geposit AB, registration number 556878-4655 with address c/o Convendum , Biblioteksgatan 29, 114 35 Stockholm ("**Geposit**").

"Personal data assistant" refers to Geposit AB who provides the services specified in Geposit AB General Terms, §1 General. "Personal data controller" refers to the Company.

Geposit contact person for general questions if the agreement and Geposit treatment of personal data is at where time sitting CEO

### § 1 INTRODUCTION

1.1 Both the parties confirms this personal data processing agreement ("Agreement") is one integrated part of it/they service agreement as signed between the Parties (the "Service Agreement") and which are governed by Geposit's general terms and conditions in force at any time ("General Terms and Conditions"). This Agreement regulates the Processing of Personal Data due to the Service Agreement in force at any given time.

1.2 Geposit acts in accordance with Geposit information security policy as exists available on request from info@geposit.se

### § 2 DEFINITIONS

2.1 The definition of Personal Data, Special categories of Personal Data (Sensitive Personal Data), Processing of Personal Data, Registered, personal data incident, Personal data controller and the personal data assistant is the same which is used in current data protection legislation, including the General Data Protection Regulation (GDPR - General Data Protection Regulation ), applicable in this Agreement as well as in Europe from 25 May 2018 and at any time applicable national supplementary legislation, together below referred to as "Applicable Personal Data Legislation".

2.2 IN this one appendix is named Personal data controller as "The Company" or "Party", the personal data assistant as "Geposit" or the "Party" and collectively as the "Parties".

### § 3 SCOPE

3.1 The agreement regulates Geposit Treatment of Personal data on mission of the Company and describes how Geposit will ensure data protection, through technical and organizational measures according to Applicable Data Protection Legislation.

3.2 The purpose of Geposit Processing of Personal Data on behalf of the Company is to fulfill commitments according to the Service Agreement.

3.3 This Agreement have precedence in front any contradictory regulations if Treatment of Personal data in Service agreement or in other agreements entered into between the Parties.

### § 4 GEPOSIT OBLIGATIONS

4.1 Geposit get only Treat Personal data on mission of and in accordance with the Company's documented instructions. By entering into this Agreement, the Company instructs Geposit to Process Personal Data in the following manner:

- i. only in accordance with current law
- ii. for to meet all obligations according to Service agreement
- iii. as further specified through the Company's normal use of Geposit services and
- iv. in the manner specified in this Agreement.

4.2 Geposit has no reason to believe that there is legislation that prevents Geposit from following the above instructions. Geposit will, after to have become aware if the, inform the Company in the case the Company's instructions or treatment, according to Geposit, contravenes current data protection legislation.

4.3 The categories of Registered and Personal Data that are subject to Processing in this Agreement appear in this document.

4.4 Geposit will ensure secrecy, integrity and availability of Personal data according to Current Personal data legislation. Geposit must implement systematic, organizational and technical measures to ensure an appropriate level of security, taking into account the latest technology and implementation costs in relation to the risk that the Processing entails, and the type of Personal Data to be protected.

4.5 Geposit will assist the Company with suitable technical and organizational measures, so far it is possible with regard taken to the type of Processing and the information available to Geposit, to fulfill the Company's obligations according to current data protection legislation regarding requests from Registered and general data protection according to the data protection regulation article 32-36.

4.6 If the Company need information if security measures, documentation or Other information if how Geposit Processes Personal Data, and such requests involve more information than the standard information as is provided by Geposit to comply with applicable data protection legislation as a Personal Data Processor, and it means more work for Geposit, Geposit may charge the Company for such additional services.

4.7 Geposit and his staff will ensure secrecy for Personal data as treated during this Agreement. This conditions apply even after the Agreement has ceased to apply.

4.8 Geposit will, by to hastily and without unnecessarily delay inform the Company, do the possible for the Company to meet the legal requirements that apply to information to the relevant data protection authorities and Registrants regarding personal data incidents.

4.9 Furthermore, Geposit shall, to the extent that it is practically possible and legal, notify the Company of;

- i. requests for disclosure of Personal Data obtained from a Registered
- ii. requests from authorities, for example the Police, about disclosure of Personal Data

4.10 Geposit is not allowed respond directly on requests from Data Subjects without consent from the Company. Geposit sheep do not share content concerning the agreement to agencies as the police, including personal data, with exception for What as is statutory, for example by court order or similar decision.

4.11 Geposit has not control over whether and how the Company chooses to use of possible third-party integrations via Geposit API, via Immediately database connection or similar. The responsibility for such integrations with Third Party is liable exclusively the Company and the Company is responsible for any processing of Personal Data through such third-party integration.

4.12 If one Personal data incident occurs is Geposit guilty to so soon as possible Report to the Company that it have occurred a Personal Data Incident. Notification will take place without delay and Never later than 24 hours after Geposit has become aware of the Personal Data Incident. All Personal Data incidents must be documented and reported to the Company.

4.13 A notification of a Personal Data Incident must at least; describe the nature of the Personal Data Incident, including, if possible, the categories of and the approximate the number registered which is affected as well as those categories of and the approximate the number of personal data items affected, provide the name and contact details of contact points at Geposit where more information can be obtained, describe the likely consequences of the Personal Data Incident, and describe the measures Geposit has taken or proposed to remedy the Personal Data Incident, including, where appropriate, measures to mitigate its potential negative effects.

If the not is possible to provide the information at the same time, get Geposit provide the information in rounds without unnecessary further delay.

If one Personal data incident have occurred and as, according to Data Protection Regulation, entails requirement on to the registered must be informed, all communication with the registered person must take place through the Company. In the event of such a Personal Data incident, Geposit must immediately notify this in the service and contact the Company.

Geposit must urgently document all circumstances relating to the Personal Data Incident, the effects the Personal Data Incident has had and the corrective measures Geposit has taken due to the Personal Data Incident. The documentation will be so detailed to Supervisory authority and the Company can check compliance with the Data Protection Regulation and that the Company can check compliance with the agreement.

## **§ 5 OBLIGATIONS OF THE COMPANY**

5.1 The Company confirms that the Company:

- i. when using the services provided by Geposit, will process personal data in accordance with the requirements of current data protection legislation.
- ii. has a legal basis to process and disclose the relevant Personal Data to Geposit (including any sub-agents that Geposit uses).
- iii. is solely responsible for the accuracy, integrity, content, reliability and legality of the Personal Data submitted to Geposit.
- iv. has fulfilled all possible mandatory requirements and obligations to notify or obtain permission from relevant authorities for the Processing of Personal Data.
- v. has fulfilled its obligations to provide relevant information to Registrants regarding the Processing of Personal Data in accordance with Applicable Personal Data Legislation.
- vi. agree in to Geposit have left guarantees respect the implementation of technical and organizational security measures that are sufficient to protect the Registrant's privacy and Personal Data.
- vii. will maintain one updated register over the types and categories of Personal data as he Treats.

## **§ 6 USING OF SUBSIDIARY AND TRANSFER OF DATA**

6.1 As part of the delivery of services to the Company according to the Service Agreement and this Agreement, Geposit may use subcontractors in the role of subcontractor. Such subcontractors can be sister companies to Geposit AB or external subcontractors (third party) within or outside EU. Geposit will ensure to subcontractors by agreement agrees to undertake responsibilities corresponding to the obligations set forth in this Agreement.

6.2 Current subcontractors with access to Personal data is accepted by this Agreement as assistants by the Customer.

6.3 The customer can when any ask one full overview and more detailed information if the subcontractors as are involved in the delivery of the service according to the Service Agreement.

6.4 If the subcontractors are located outside the EU, Geposit must ensure that the transfer takes place in accordance with the Applicable Personal Data Legislation. The customer gives hereby Geposit competence and authority for to ensure suitable legal grounds for transferring Personal Data outside the EU on behalf of the Customer, e.g. by signing EU standard contract clauses on behalf of the Customer or transferring Personal Data in accordance with EU/US Privacy Shield .

6.5 The customer must be notified before changes are made regarding subcontractors that Process Personal Data. About new subcontractor demonstrably not survives current data protection legislation and the subcontractor continued not survives applicable data protection legislation, after Geposit has received reasonable time to ensure that the subcontractor complies with the regulations, the Customer can terminate the Agreement. Such termination may entail the right to terminate the Service Agreement, in whole or in part, according to the termination clauses contained in the respective Service Agreement. An important part of such assessments must be the extent to which the subcontractor's Treatment of Personal data is one necessary part of the services as provided according to Service agreement. A change of subcontractor shall not in itself be considered a breach of the Service Agreement.

6.6 Through this Agreement, the Customer accepts that Geposit uses subcontractors in the manner described above.

## § 7 SECURITY

7.1 Geposit is committed to providing a high level of security in its products and services. Geposit provides the security level by organizational, technical and physical security measures, in accordance with the requirements on information security as described in the data protection regulation article 32.

Further aims Geposit information security policy to protect secrecy, accuracy, availability, and traceability of Personal Data. The following measures are of particular importance in this regard:

- i. Classification of Personal Data to ensure the implementation of security measures corresponding to risk assessment. Evaluation of the use of encryption and pseudonymization as risk mitigation factors.
- ii. Limitation of access to Personal Data to those who need access to fulfill the obligations in this Agreement or Service Agreement.
- iii. Use of systems that detect, recover, prevent and report personal data incidents.
- iv. Carrying out security analyzes to assess the quality of current technical and organizational measures to protect Personal Data, taking into account the requirements of current data protection legislation.
- v. For access to Geposit's complete information security policy, contact info@geposit.se.

## § 8 AUDIT RIGHTS

8.1 The Company have Right to implement annual audit by Geposit fulfilling of the conditions in the agreement. If the legislation requires the Company may request audits more often. As Geposit's services are multi-user environments, the Company gives Geposit the authority to decide, for security reasons, that the audit shall be carried out by a neutral third-party auditor of Geposit's choosing.

8.2 If the requested audit area is covered by an ISAE, ISO or similar audit report carried out by a qualified third-party auditor within the previous twelve months, and Geposit confirms that there are no known material changes in the actions as reviewed, accepts the Company this one review report instead for to ask one new audit of measures already reviewed.

8.3 If the customer not accepts the of Geposit elected neutral the third party auditor, can the Company together with Geposit choose another neutral third-party auditor.

8.4 The customer stands for any costs as occurs in connection with requested revisions. Help from Geposit as exceeds the standard service provided by Geposit and/or Geposit's subcontractors to comply with applicable data protection legislation, will be charged.

## § 9 DURATION AND TERMINATION

9.1 This Agreement is valid as long as Geposit processes Personal Data on behalf of the Company in accordance with the current Service Agreement.

9.2 The agreement ends automatically when the Service Agreement ceases to apply. When the Agreement ends, Geposit will delete or return it Personal data as treated on mission of the customer, in accordance with current clauses in the Service agreement. If unless otherwise agreed in writing, the cost of such measures shall be based on;

- i. hourly rate for Geposit time and
- ii. the complexity of the requested process.

9.3 Geposit can retain Personal data after to the agreement have ceased, in the extent the is required according to law or agreement with authority, with the same type of technical and organizational security measures as described in this Agreement.

## § 10 RESPONSIBILITY

2024-03-18

10.1 The responsibility for violation of the conditions in this agreement, regulated of liability clauses in General terms. This applies also for any violations committed by Geposit's subcontractors.

#### **§ 11 APPLICABLE LAW AND JURISDICTION**

11.1 This Agreement is submitted to applicable law and that jurisdiction as specified in General terms.

#### **§ 12 CATEGORIES OF PERSONAL DATA AND REGISTERED**

12.1 A list valid at all times for the parts of the Service where Geposit processes personal data as a personal data processor to the Company and information if which categories of registered and personal data as is processed and obtained upon request to [info@geposit.se](mailto:info@geposit.se)

#### **§ 13 OVERVIEW OVER CURRENT SUBCONTRACTORS**

13.1 Current subcontractors to Geposit as have access to the Company's Personal data reported on request to [info@geposit.se](mailto:info@geposit.se).