

BEEBYTE'S GENERAL TERMS & CONDITIONS FOR SERVICES

1. BACKGROUND AND EXTENT

- 1.1. These General Terms and Conditions are applicable whenever beebyte AB, CIN 559052-8062, provides a service (Service) to a customer (Customer), and whenever a Customer uses beebyte's customer portal (Customer Portal).
- 1.2. These General Terms and Conditions regulate the relationship between beebyte and the Customer as regards all Services and use of the Customer Portal, in the case of both traders (Traders) and consumers (Consumers).
- 1.3. Agreements previously entered into, of whichever kind these may be, have been replaced by these General Terms and Conditions.

2. DEFINITIONS

- 2.1. The Service and/or Services - in the General Terms and Conditions, the term Service is used for all resources which are offered by beebyte and provided to the Customer. The terms and conditions and the extent of each respective Service are indicated in the beebyte Customer Portal and on the beebyte website.
- 2.2. Customer Portal - The customer's user account with beebyte, where each user has a unique email address. To each user account, one or more organisations are linked. Using the Customer Portal, the Customer administrates his/her organisation and users, in addition to purchasing and managing Services.
- 2.3. Customers - Purchasers of Services, encompassing both Traders and Consumers. In cases where terms and conditions only apply to Traders or Consumers, this is specially indicated.
- 2.4. Traders - Private individuals or legal entities acting for purposes connected with their own business activities. This also includes sole proprietors.
- 2.5. Consumers - private individuals mainly acting for purposes unconnected with trade.
- 2.6. Appointee(s) - Individual(s) who is/are users of the Customer Portal and/or points of contact vis-à-vis beebyte.

- 2.7. Customer organisations - logical groups on the beebyte portal used to allocate services to a specific end-user. To the Customer organisation, users, invoice details and services can be linked.
- 2.8. Monthly fee - the cost of using the Service.
- 2.9. Service description - The Service's specific content, as indicated by the beebyte Customer Portal and website.

3. CUSTOMER PORTAL

- 3.1. In order to use the Customer Portal and Services offered by beebyte, Customers must agree to the General Terms and Conditions. This is done in connection with Customers registering accounts on the beebyte Customer Portal. Customers are subsequently bound by the General Terms and Conditions, regardless of any purchases of Services.
- 3.2. Using the Customer Portal, Customers can upgrade and downgrade resources and gain access to resource utilization.

4. PURCHASE OF AND ACCESS TO SERVICES

- 4.1. Agreements regarding purchases of Services will be deemed to have been entered into once Customers confirm such purchases on the Customer Portal. If the Service is dependent on an agreement with a third party, a purchase agreement will be deemed to have been entered into once the third party has confirmed the purchase.
- 4.2. Unless otherwise specified on the beebyte website, and on the Customer Portal, the purchase of a Service is for one month and this is automatically extended in accordance with the price specified on the beebyte website and on the Customer Portal. Unless specifically indicated in the Service Description, or unless otherwise agreed in respect of a specific Service, or especially with the Customer, the contract period for the Service will be open-ended and without a binding period.
- 4.3. In the case of some Services, the approval of terms and conditions by a third party has to be added in order that Customers may gain access to, and be able to use, the Service. Such details are indicated in the Service Description on the beebyte website and on the Customer Portal.
- 4.4. Once the purchase of a Service has been confirmed on the Customer Portal, the Customer will gain access to that Service. In cases where beebyte especially needs to arrange access to the Customer Portal or Service arising from the Customer having

special requirements, the Customer will gain access following confirmation via email containing log-in details.

- 4.5. When the Service requires a registration fee from a third party, the Customer will gain access to the Service once the registration fee has been paid to beebyte.
- 4.6. If an agreement with a third party has been entered into on behalf of a Customer, beebyte will have control of said agreement until such time as payment has been rendered in full.

5. CONTENT OF THE SERVICE

- 5.1. The Service entails the Customer renting access to resources or functions provided by beebyte.
- 5.2. Each respective Service's specific content is indicated in the Service Description on the beebyte website and Customer Portal.
- 5.3. Automatic updates of Services are offered in some cases by beebyte in accordance with the Service Description on the Customer Portal and the beebyte website. The Service Description indicates the areas of responsibility applicable to each respective party as well as any limitations of responsibility on the part of beebyte over and above what is indicated in these General Terms and Conditions.

6. UPGRADES AND ADDITIONS

- 6.1. Upgrades of and additions to Services are carried out using the Customer Portal or via email. If such purchases are made via the Customer Portal, agreements will be deemed to have been entered into once the Customer confirms said purchases on the Customer Portal. In the case of purchases made via email, agreements will be deemed to have been entered into once confirmations have been sent by beebyte.
- 6.2. Upgrades on the part of the Customer can only be made by the Customer's Appointee(s).

7. CONCERNING SHARED HOSTING (shared web services) SERVICES IN PARTICULAR

- 7.1. When using beebyte's shared hosting services, the Customer undertakes to only use the Service in terms of normal usage and in accordance with beebyte's Service Description and Fair Usage Policy. Customer is not, for a commercial purpose, allowed to place

services for more than one end-customer on the same Customer Organisation. In cases where usage is not of a commercial nature, the Customer may only manage several customer organisations following the written approval of beebyte.

- 7.2. Customers undertake to only use the allotted space in the manner in which it is intended to be used in accordance with the Service Description.
- 7.3. The volume of space contractually agreed upon concerns space used for files that are used to present the domain. Customers undertake not to use this space for backup purposes, storage, or other areas of use not intended for public presentation on the Internet.
- 7.4. In no cases will beebyte be responsible for a Customer's own shared hosting when that Customer uses beebyte's Services.

8. LIMITATIONS TO SERVICES

- 8.1. In order for beebyte to be able to guarantee the delivery and quality of its Services, maintenance work and servicing will be carried out. During such times, Services will not be available to Customers. This kind of work is not at odds with the terms and conditions of the Services, or with these General Terms and Conditions, and thus will not provide any entitlement to price reductions.
- 8.2. Times of maintenances work and servicing are indicated on the beebyte website and on the status page dedicated to the Service. In cases when maintenance work and servicing need to be done at times other than those specified, the Customer will be especially informed of this.
- 8.3. During maintenance work and servicing, beebyte will strive towards reducing any inconvenience to the Customer.

9. SUPPORT

- 9.1. The Customer will receive support during office hours unless a specific service agreement has been entered into regarding other times. For support, or in the event of server faults or other service disruptions, the Customer must contact beebyte by phone, email or using the chat service on the website during office hours, or in accordance with the instructions applicable to the respective Service.

- 9.2. beebyte carries out surveillance of the platform's vital components around the clock. The levels of service provided by beebyte are shown on the beebyte website.

10. CUSTOMER COMMITMENTS

- 10.1. The Customer undertakes to comply with the terms and conditions of the respective Service, these General Terms and Conditions, policies and other rules put in place by both beebyte and third parties, as well as the applicable legislation.
- 10.2. It is the Customer's responsibility that those ordering Services and/or entering into other agreements with beebyte are authorized and empowered to enter into such agreements. For Customers under the age of 18, a legal guardian's written consent is required.
- 10.3. In connection with entering into agreements, the Customer is fully responsible for his/her application, and other particulars, being in compliance with these General Terms and Conditions, policies and other rules put in place by both beebyte and third parties, as well as the applicable legislation. Deviations from this are entirely at the Customer's own risk. The responsibility of the Customer also includes his/her application not encroaching on the rights of others, or on their rights of ownership.
- 10.4. The Customer is liable to check that registration has occurred, also after applications that have been submitted by beebyte, before he/she assumes the responsibility to pay for fees or products that are attributable to, or are in direct connection with, the Service. beebyte will bear no responsibility for any type of damage/claim which could have been avoided, or diminished, if the Customer had fulfilled this obligation.
- 10.5. If the Customer violates the General Terms and Conditions, the terms and conditions of a Service, beebyte's Fair Usage Policy, the guidelines of the respective Service, or if he/she is administrating several end-users under the same customer organisation within one or more of beebyte's Services without the permission of beebyte, then beebyte will reserve the right to invoice that Customer for actual use of said Services and to terminate the agreement with that Customer.
- 10.6. The Customer is aware that, in cases where he/she violates the terms and conditions of third parties, beebyte will be entitled to take measures in accordance with the instructions of third parties. This may entail beebyte withdrawing the Customer's use of the Service, or in some other way interrupting it.

10.7. The Customer is responsible for his/her use of the Service not:

- causing damage or other inconvenience to beebyte or any third parties,
- causing disruption to beebyte or beebyte's other customers,
- violating someone else's s copyright or intellectual property rights,
- violating national or international legislation or decisions made by government agencies,
- violating either the terms and conditions applicable to the Service or these General Terms and Conditions,
- allowing access to the Service by unauthorized persons.

11. INFORMATION PROVIDED BY THE CUSTOMER AND HIS/HER DUTY TO PROVIDE IT

- 11.1. The design of the Service is based on information submitted by the Customer. The Customer is responsible for the submitted information being correct. If incorrect information is submitted, beebyte reserves the right to immediately cancel orders and/or terminate agreements between the Customer and beebyte.
- 11.2. If the Customer changes his/her Appointee(s), then he/she will be liable to inform beebyte of this immediately. Contact will only take place between the person(s) specified as the Appointee(s).
- 11.3. The Customer is liable, without delay, to inform beebyte of any changes that can impact the contractual obligations existing between beebyte and the Customer.

12. INSURANCE AND THE LICENSING OF SOFTWARE

- 12.1. The Customer is responsible for the software and all the content of the Service being sufficiently insured and correctly licensed. The Customer is solely responsible for being in possession of the requisite permits, including the process required for obtaining such permits and the cost of this.
- 12.2. beebyte cannot be held responsible for any kinds of losses arising from the lack of, or incorrect, insurance, licenses or permits.

13. RESPONSIBILITY FOR PUBLISHED MATERIAL

- 13.1. The Customer is solely responsible for all publication, the updating of information, and everything uploaded into the allotted storage space.
- 13.2. Furthermore, the Customer is solely responsible for all content published on beebyte's server complying with current legislation in Sweden, in the Customer's country of establishment or domicile, and in the countries the content is intended for.

14. ETHICAL RULES

- 14.1. The Customer is fully and solely responsible for all the correspondence, information and data stored and distributed via the Service. beebyte does not allow material containing information that:

- promotes hate, racism, or in some other way describes or depicts brutal acts of violence in a manner embellishing or normalising such acts,
- violates human dignity, nationality, religious affinity or sexual inclination,
- glorifies war,
- entails breaches of constitutional freedom of speech
- contains pornographic material,
- describes or depicts war, persecution, the sexual exploitation of children, shows sexual acts between people and/or animals,
- exposes children and adolescents to immoral or injurious impact, or
- contains code or applications aimed at improperly gaining control of or damaging another party's data, information or resources.

15. BEEBYTE'S COMMITMENTS

- 15.1. beebyte will provide the Customer with log-in data. This log-in data will provide unlimited access to beebyte's Customer Portal. Some limitations may apply when otherwise agreed upon, or if the Customer does not comply with the terms and conditions of the Service or with the General Terms and Conditions.
- 15.2. beebyte will provide the Service in accordance with what is indicated on the beebyte website and Customer Portal. The Service will be delivered in accordance with the Service Description on the beebyte website and Customer Portal. Fulfilment will be professional and in accordance with the General Terms and Conditions, the terms and conditions of the Service, and current legislation.
- 15.3. Applications or registrations will be made by beebyte based on the information the Customer has submitted.
- 15.4. beebyte will ensure that the maintenance and management of the server will involve a high level of service. To ensure this, beebyte will have routines for making backup copies of vital parts of its infrastructure.
- 15.5. On the basis of what can reasonably be expected, beebyte will deliver a high standard of Internet access, security and power. Here, security concerns the physical environment with regard to fires and break-ins, as well as beebyte's own software in its systems. In cases where the Customer uses other systems, or similar, supplied by a third party, beebyte will assume no responsibility.

- 15.6. Any hardware provided to the Customer is the property of beebyte.
- 15.7. beebyte is entitled to hire sub-contractors to meet its undertakings vis-à-vis the Customer.
- 15.8. beebyte undertakes to conduct any communications with third parties, on the Customer's behalf, in a manner that is fit for purpose.

16. PRICES

- 16.1. The price of each respective Service is indicated on the beebyte webpage and Customer Portal. Unless specified otherwise, prices are exclusive of VAT.
- 16.2. If the Customer makes use of a Service in excess of the levels included in that Service, e.g. bandwidth, web storage space, email storage space or similar, then he/she will be invoiced for this afterwards as per the prices specified on the beebyte website and Customer Portal.
- 16.3. beebyte reserves the right to change the price of the Service during the contract period, provided that this price change has been communicated to the Customer by at the latest three (3) months prior to the change in price coming into force.
- 16.4. If increased costs arise for delivering the Service due to circumstances beyond the control of beebyte, including changes in suppliers' prices, then beebyte reserves the right to change the price of the Service. Such changes in price can be made thirty (30) days subsequent to beebyte's costs having changed.
- 16.5. Notifications of such changes in prices will be made to the Customer, including information about how prices and contractual terms and conditions are being changed, about when the change will come into force, and about the cause of the change.
- 16.6. Price changes resulting from altered legislation or decisions made by government agencies will also apply during a period of notice. Any increased costs due to such changes that impact the fulfilment of the Service will be borne by the Customer.
- 16.7. For Traders, changes in prices resulting from increased suppliers' fees will also apply during a period of notice.

17. PAYMENT

- 17.1. Payment will be made against an invoice or via electronic payment systems available on the Customer Portal.
- 17.2. In the case of payment against an invoice, payments must be rendered by at the latest 30 days from the date of the invoice. An invoicing fee of SEK 19.00, excl. VAT, will be added to each invoice. Payment is to be rendered in accordance with the instructions on the invoice, in the currency and to the account specified. The due date will be indicated on the invoice.
- 17.3. Payment will be deemed rendered in full once it has been received, either by beebyte or by a payment service agent appointed by beebyte.
- 17.4. In the event of delayed payment, beebyte will be entitled to compensation for payment reminders, debt collection fees and penalty interest, according to law. If an invoice is passed on to a debt collection agency, a debt collection fee will be added.
- 17.5. The Customer is liable to pay for a Service he/she has ordered regardless of whether or not that Service is made use of.
- 17.6. beebyte will always be entitled to transfer receivables from Customers to another party. beebyte will be entitled to make credit status checks before entering into agreements, or changing existing ones.
- 17.7. Any objections to invoices are to be made in writing, by email or letter. Objections that are made subsequent to the due date of the invoice may entail additional interest and fees.
- 17.8. For Traders, objections to invoices must be made within 10 days of the due date in order to be deemed to have been invoked.
- 17.9. For Consumers, objections to invoices must be made within a reasonable period of time from the time when the circumstance causing the objection was either discovered or should have been discovered.
- 17.10. If payment is not rendered in accordance with the applicable payment terms and conditions, beebyte will be entitled to temporarily interrupt delivery of the Service until such time as payment has been rendered in full to beebyte.
- 17.11. If payment is unforthcoming, despite repeated reminders, beebyte will be entitled, at any time and without notifying the Customer, to remove, permanently delete, transfer, or take over the contracted Service. This will apply when payment reminders have been issued at least two (2) times.

18. AVAILABILITY OF THE SERVICE

18.1. Availability is measured on the basis of the individual server and calendar month. If the availability of the individual server doesn't amount to 99.8 %, measured over one calendar month, then the Customer will be entitled to a price reduction or a refund of his/her monthly fee for that period, known as downtime. Any refunds of monthly fees to the Customer will be made by means of reducing the coming invoice, or by rendering payment to the Customer.

18.2. Downtime doesn't include such time as when the Service is unavailable to the Customer due to maintenance work and servicing, under clause 6.1. Neither is downtime deemed to be included in other planned interruptions like updates and work on the system, or operational problems not caused by beebyte.

18.3. Availability is calculated using the following formula:

(No. of calendar days/month x 24 h per calendar day reduced by the time spent on maintenance work and servicing under clause 6.1 reduced by the time when the server, for some other reason, is not ready for service and this is due to beebyte not having met its obligations under this agreement)/(No. of calendar days/month x 24 h per calendar day reduced by the time spent on maintenance work and servicing under clause 6.1).

18.4. Any price reductions will be made on the basis of the availability the Customer has obtained as per the above calculation. Availability is measured in percent per calendar month and server, whereby the Customer is compensated for downtime by means of the following price reductions:

Average availability	Reduction of price
99.00-99.79 %	Ten (10) percent of monthly fee
98.00-98.99 %	Twenty (20) percent of monthly fee
95.00-97.99 %	Forty (40) percent of monthly fee
Less than 95.00 %	Sixty (60) percent of monthly fee

19. MAINTENANCE WORK, SERVICING AND SECURITY

19.1. In the event of maintenance work and servicing, beebyte will strive to reduce any inconvenience to the Customer.

19.2. The Customer is ultimately responsible for making the necessary backups to the extent necessary for his/her needs. Backup files

created by the Customer are the sole responsibility of that Customer.

- 19.3. In no cases will beebyte be responsible for the Customer's own backup copies. This includes, but is not limited to, backups being made, backup files' ability to function, the possibility of recreating content, storage space or other things that are done in respect of backup copies.
- 19.4. beebyte offers the tools for making backups. The Customer is aware that instructions regarding backups are general and not specific to his/her particular needs. Instructions, if any, for making backups are available on the beebyte website and Customer Portal. The Customer is recommended to store backup files in a secure place.
- 19.5. For some Services, backups are made daily. The extent and design, as well as which Services are concerned, is indicated in the Service Description of the respective Service on the beebyte website and Customer Portal. Backups made by beebyte will be in accordance with conventional praxis, entailing that files and databases are saved in separate places. Backups are not designed for any specific needs the Customer may have.
- 19.6. The work done by beebyte is a complement to the Customer's own backups. Under no circumstances will beebyte's work for the Customer be deemed a substitute for the Customer's own backups. The Customer is aware that no backups are fail-safe or free from defect, and thus they cannot be guaranteed by beebyte.
- 19.7. In cases where beebyte makes backups for the Customer, such efforts are made as can reasonably be expected. beebyte's backups are designed to be used for restoring program errors, damaged or lost data, or similar (catastrophic restoration). If the Customer, or a third party, requests that such data be used for other purposes than catastrophic restoration, beebyte will not be obliged to provide this information to the Customer.
- 19.8. beebyte is not responsible for backups it makes in terms of readback or restoration. If beebyte's backup system were to fail, and this were not due to beebyte, then beebyte will assume no responsibility vis-à-vis the Customer. This includes, but is not limited to, server crashes, corrupt data, lost data, virus attacks or similar.
- 19.9. Through beebyte, the Customer can request assistance as regards readback of his/her data. The Customer is aware that readback does not mean that all data will retain the same, or similar, configuration. It is incumbent upon the Customer to document the topology and technical environment in order to make readback

possible. Once readback has been done, the Customer may need to make changes and configurations.

19.10. If beebyte, due to either a request by the Customer or a decision made by a government agency, needs to restore data, the Customer will be invoiced for any additional costs incurred.

19.11. beebyte will be entitled to compensation for such measures as listed above in accordance with what is indicated in the Service Description on the website.

20. EXCLUSION

20.1. beebyte will be entitled to immediately exclude the Customer from a Service if:

- this is necessary to guarantee the service to other customers,
- the Customer becomes insolvent and doesn't pledge collateral within a reasonable period of time
- beebyte risks becoming accountable for the Customer's actions,
- the Customer has committed a substantial breach of contract,
- beebyte has been enjoined by a government agency to exclude the Customer from the Service,
- the Customer acts or has acted in contravention of the Service Description, the terms and conditions of Service, or these General Terms and Conditions,
- the Customer uses the Service in contravention of the Service Agreement or the General Terms and Conditions,
- the Customer has installed software that causes errors, problems or disruptions to the Service,
- the Customer is not in compliance with current legislation,
- police reports, disputes or other similar circumstances exist which cause measures to be taken by beebyte, or
- beebyte suspects that the Customer's Service has been hacked, or is under attack (being controlled or utilized by someone other than the Customer and in contravention of the agreement).

20.2. In cases where beebyte excludes the Customer due to one or more of the above-listed reasons, the Customer will still be liable to render payment for a purchased Service even if this is not available.

20.3. In the event of exclusion, the Customer will not be able to enter into new Service agreements. The Customer will continue to have access to the Customer Portal to a limited extent controlled by beebyte.

21. CHANGES TO SERVICES AND TERMS AND CONDITIONS

- 21.1. beebyte will be entitled to change the Service, these General Terms and Conditions or any other terms and conditions linked to the Service, the Customer Portal and the account on the Customer Portal. In the event of changes, the Customer will be notified by means of a special notification on an invoice or in a letter or email sent to the most recent address specified by the Customer 30 days prior to the change coming into force.
- 21.2. If the Customer makes use of the Service once a change has come into force, this will be taken as an approval of the changed terms and conditions.
- 21.3. If national or international legislative changes, or the directives of government agencies, are implemented, which affect the Service, beebyte will be entitled, without any particular deadline, to make such changes to the Service as are required by this.

22. SERVICE FAILURES

- 22.1. By failures is meant when the Customer is unable to use the Service in accordance with the Service Description. An impact on the Service which is due to downtime under clause 17, or which is only of minor importance to the Customer, is not deemed to be a failure.
- 22.2. beebyte will only be responsible for its own failures, and will remedy failures in accordance with these General Terms and Conditions, or within a reasonable period of time.
- 22.3. beebyte will not be responsible for remedying failures and service disruptions if:
 - the failure is due to incorrect usage on the part of the Customer or user(s),
 - in the event of virus attacks or similar security threats,
 - a party other than beebyte has modified or integrated the software,
 - repairs have been carried out without beebyte's permission,
 - equipment is used for purposes outside its normal range of application, or
 - similar.

23. CLAIMS REGARDING FAILURES

- 23.1. Consumers wishing to claim that a Service has failed must inform beebyte of this within a reasonable period of time of this either being noticed or should have been noticed. No claims may be made after a period of three (3) years has elapsed. Sanctions will be in accordance with law.
- 23.2. Traders wishing to claim that a Service has failed must inform beebyte of this within a reasonable period of time, but by two (2) months at the latest from the time when the failure was either noticed or should have been noticed.

24. TERMINATION

- 24.1. The Customer terminates the Service via the Customer Portal, or via an email sent by the Customer's Appointee notifying beebyte, or by means of the Customer removing the Service on the Customer Portal. There is no period of notice for the Service. Purchased Services will be charged for even though they are subsequently terminated.
- 24.2. beebyte will always be entitled to terminate Service Agreements using a period of notice of thirty (30) days. Termination will occur by sending an email to the Appointee.
- 24.3. Termination on the part of the Customer due to changes to the agreement or Service will not entail any obligation on the part of beebyte to refund any paid monthly fees, or parts thereof.

25. THE CONSUMER'S RIGHT TO WITHDRAW

- 25.1. The Consumer will be entitled to waive this agreement within fourteen (14) days by sending a message to beebyte in accordance with the Act on Distance Contracts and Off-Premises Contracts (Swedish Code of Statutes 2005:59). The right to withdraw will not apply when the Consumer has expressly consented to the Service commencing and, owing to this, the right does not exist to withdraw as regards domain names, start-up fees, consulting assignments, support services or installation assistance.
- 25.2. For Traders, there is no right to withdraw.

26. BREACH OF CONTRACT

- 26.1. If one of the parties, within the framework of the General Terms and Conditions or the terms and conditions of Service, either intentionally or carelessly causes the other party economic

damage, the injurious party will be liable to compensate for that damage.

26.2. For Traders, no other sanctions than cancellation and compensation are applicable to breach of contract.

27. CANCELLATION

27.1. Each party will be entitled to cancel this Agreement and obtain compensation if;

- a party has considerably mismanaged its undertakings and has not promptly, following a written request, rectified matters.
- a party is significantly in breach of the Service Agreement or the General Terms and Conditions and has not promptly, following a written request, rectified matters, or if
- a party becomes insolvent and does not promptly, upon request, pledge adequate collateral for its undertakings.

27.2. Cancellation must be in writing.

27.3. Both parties will have the right to withhold as much of their output as covers a potentially reasonable compensation claim.

27.4. Cancellation means that all of the parties' rights and liabilities vis-à-vis each other will cease. The Customer's access to the Service and Customer Portal will be terminated and stored information will be deleted.

27.5. In the event of cancellation that is attributable to the Customer, beebyte cannot be held responsible for any liabilities vis-à-vis any third parties.

27.6. beebyte will be entitled to cancel its agreement with the Customer if he/she transfers this agreement to someone else.

27.7. Stipulations in agreements, or parts thereof, which are invalid will not entail an agreement on Service or the General Terms and Conditions, in their entirety, becoming invalid. In such cases, the agreement must be adjusted to some reasonable extent.

27.8. Traders must notify beebyte of any breach of contract within fourteen (14) days of the breach being discovered, or should have been discovered.

27.9. The Consumer must inform beebyte within a reasonable period of time of the breach of contract being discovered, or should have been discovered.

28. LIABILITY AND LIMITATIONS THEREOF

- 28.1. Over and above the limitations of liability that have been specified, in particular in these General Terms and Conditions, the following will apply.
- 28.2. A party will only be liable for direct damage arising from his/her negligence.
- 28.3. There will be no limitation of liability if damage is due to malicious intent or gross negligence.
- 28.4. If damage arises during the provision of the Service, beebyte will only be liable for any damage that is caused maliciously or is due to gross negligence on its part.
- 28.5. beebyte will not assume any liability for:
 - a third party conducting surveillance of the Service, or a third party either trying to gain or gaining access to the Customer's space within the Service,
 - any consequences that may arise during automatic updates, maintenance work and servicing,
 - damage arising from the injured Customer not taking reasonable steps to minimize damage incurred by him/her. The Customer must, in this case, bear the part of the cost that exceeds the value of the damage arising if this damage had been minimized,
 - the actions of a registration unit or some other third party and any damage that might arise due to the actions of a third party,
 - security weak-spots in the software of third parties,
 - damage arising due to the Customer not fulfilling his/her commitments or being in breach of the terms and conditions of the Service or these General Terms and Conditions,
 - the Customer not making regular backups, or cases where the Customer has not stored backup files in a safe place,
 - backup files not being in working order, or lacking the ability to restore the content of the Service, either wholly or in part,
 - sub-contractors of beebyte suffering service disruptions or the Service being impacted in some other way that is outside the control of beebyte, or
 - publication, the updating of information or something else uploaded to the allotted storage space by the Customer.
- 28.6. If beebyte has excluded the Customer from the Service under clause 20, then beebyte will not be liable to refund any monthly fees that have been paid. The Customer will not have the right to any compensation on the basis of such exclusion.

- 28.7. In the event of claims made by third parties, beebyte will have the right to demand compensation from the Customer for any costs that beebyte incurs due to this if the claim being lodged by the third party is attributable to the Customer's use of the Service. beebyte will inform the Customer immediately upon receiving a claim from a third party.
- 28.8. If a Customer has failed in his/her commitments towards beebyte, in accordance with the terms and conditions of the Service or these General Terms and Conditions, then he/she will not be able to demand compensation from beebyte for either damages or any other costs attributable to this.
- 28.9. The Customer must indemnify beebyte from all claims made by third parties against beebyte that are due to the Customer having failed to meet his/her commitments under the Service Agreement or the General Terms and Conditions. beebyte will only be responsible in the case of claims made by third parties where damage has been caused maliciously or through gross negligence on its part. No compensation will be paid to third parties for indirect damage.
- 28.10. Compensation paid to Traders is limited to direct damage and loss, and can amount to a maximum of the monthly fee during the current contractual period, but at a maximum of three (3) months, or the highest applicable insured sum from third-party liability insurance in force at any one given time. For Traders, no compensation will be paid for indirect damage, e.g. unforthcoming profits, loss of production, reduced turnover or any other indirect damage.
- 28.11. For Consumers, the right to compensation is not included in respect of losses incurred by business operations, neither as regards direct or indirect damage.

29. REQUESTS FOR COMPENSATION

- 29.1. Requests for compensation are to be made in writing to beebyte.
- 29.2. In order for Traders to be able to obtain compensation as per the above, it is a requirement that they notify beebyte that their request for compensation has been made by 10 working days at the latest after they have either noticed or should have noticed the grounds for their demand.
- 29.3. Consumers must notify beebyte of a request for compensation within a reasonable period of time.

30. GROUNDS FOR EXEMPTION

- 30.1. If beebyte is prevented from meeting its commitments under the Service Agreement or the General Terms and Conditions due to circumstances beyond its control, and which beebyte could not reasonably have been expected to have anticipated upon entering into the Agreement, and whose consequences beebyte would not have been able to avoid or overcome either, this will not constitute a breach of contract.
- 30.2. Such events include, but are not limited to, labour conflicts, natural catastrophes, riots, flooding, lightning strikes, fires, power outages, measures taken by government agencies, legislative changes, war, pandemics, strikes or similar circumstances.

31. CONFIDENTIALITY

- 31.1. The parties undertake not to reveal information which they have obtained via their contractual obligations and which is to be regarded as confidential.
- 31.2. By confidential information is meant such information, e.g. technical, commercial or of some other kind, which if shared with outsiders, may harm a Party or his/her business dealings. Confidential information includes, but is not limited to, the Parties' business ideas, strategies, scripts and software, templates, calculation models, sales methods, prices and pricing, know-how, finances, suppliers, staff, salary statements, customers or other information concerning their business dealings which is either labelled, or it is obvious in some other way that the information is of a confidential nature.
- 31.3. This duty of confidentiality encompasses both the employees and the agency staff of the Party coming into contact with the kind of

Confidential information that is subject to the Agreement. The Parties undertake to obligate their employees and agency staff via a confidentiality agreement which is, at the very least, just as obligating as the duty of confidentiality set forth in this Agreement.

- 31.4. This confidentiality applies without any limitations in time and will also apply when contractual obligations have ceased. A breach of confidentiality is a breach of contract.
- 31.5. In cases where either the Customer or beebyte enters into agreements with third parties which require confidential information to be communicated, the contractual obligations will be regulated in respect of confidentiality in particular.
- 31.6. In cases where there is a liability to inform by law, or by means of a decision made by a government agency, this will not be hindered by the applicable confidentiality stipulation. If such dissemination were to occur, whoever that information concerns must be informed, if possible.

32. INTELLECTUAL PROPERTY RIGHTS

- 32.1. The Parties are fully entitled to their respective products, information and other materials that they owned upon entering into the Service Agreement.
- 32.2. The Customer is fully entitled to all the data that he/she, or the user, is storing on the beebyte server. The Customer is fully entitled to determine which persons will have access to the data being stored via the Service.
- 32.3. beebyte is fully entitled to the Service, equipment and software that the Customer gains access to as a result of the Service Agreement. The Customer may not copy, disseminate, change, develop or in some other way process software, or other rights-protected material, that has been obtained either via or as a result of the Service.

33. TRANSFER

- 33.1. The Customer may not transfer the Service, software or equipment, or put it at the disposal of someone else. The equipment provided may only be used for the specified purpose, and when making use of the Service.
- 33.2. The Customer may not transfer his/her rights and liabilities under this agreement to a third party without beebyte's written approval

of such a transfer. For written approvals, an administrative fee may be added, as indicated on the beebyte website.

- 33.3. If a Customer's ownership structure changes, then he/she must notify beebyte of this by means of special notification at least 45 days prior to the change taking place.
- 33.4. beebyte will have the right to transfer its rights and obligations under this agreement to a third party, with exemptive effect for beebyte, in cases where a third party can be expected to meet the liabilities arising from this agreement. The same will apply if beebyte transfers all or part of its operations, either through operational assets or shares, which the Service is included in.

34. MEASURES FOLLOWING TERMINATION OF THE AGREEMENT

- 34.1. When the Service and/or use of the Customer Portal is terminated, or ceases in some other way, the Customer must cease using software obtained in conjunction with the Service. The Customer must also return programs and delete all installed versions of the software.

35. DISPUTES

- 35.1. Disputes arising from this agreement will be subject to Swedish legislation.
- 35.2. For Traders, disputes will be dealt with by an arbitration procedure at the Arbitration Institute of the Stockholm Chamber of Commerce. The current rules governing arbitration procedures will be applied in the event of any disputes arising from this agreement. The arbitration procedure will take place in Karlstad, and in Swedish.
- 35.3. For Consumers, disputes will be reviewed by a general court of law or by the National Board for Consumer Complaints (Box 174, SE-10123 Stockholm, Sweden, <https://arn.se/om-arn/Languages/english-what-is-arn>).

36. ADMINISTRATION AND THE GATHERING OF INFORMATION

- 36.1. beebyte manages personal data in accordance with the General Data Protection Regulation (EU) 2016/679. beebyte's Personal Data Policy is available on the beebyte website.

36.2. In using the Customer Portal and beebyte's Services, the Customer consents to necessary administration being undertaken, as well as the gathering of material and the required information procedures.