

General Terms and Conditions for information services

1. General

- 1.1. These General Terms and Conditions apply to an agreement (the "Agreement") made between the Supplier and the Customer regarding one or more of the Supplier's information services (referred to below as the "Service").
- 1.2. These General Terms and Conditions regulate the Supplier's delivery of and the Customer's use of the Service and, as the case may be, of the data supplied to the Customer in the Service (referred to below as the "Information"). In addition to the General Terms and Conditions, the special terms made available by the Supplier to a Customer in certain cases ("Special Terms") shall apply. In case of any discrepancy between the General Terms and Conditions and any Special Terms, the Special Terms shall take precedence.

2. License and rights

By the Agreement, the Customer is granted a non-exclusive and non-transferable right to use the Service and the Information for its own benefit in accordance with the Agreement. All rights to the Service and the Information, any software and its contents, including copyright and other intellectual property rights, are proprietary to the Supplier or such third party with whom the Supplier has made an agreement. The Customer shall receive no right to the Service, the Information, any software or its contents, except as explicitly set out in the Agreement.

3. Fees and payment

- 3.1. Unless otherwise provided in the Agreement, the Customer shall pay the fees for the Service and the Information applicable from time to time. Payment shall be made at the time, in the manner and subject to the additional payment terms provided by the Supplier from time to time. Stated prices are exclusive of value-added tax.
- 3.2. The Supplier has the right to direct the Customer to make payments to another company than the Supplier. Furthermore, the Supplier has the right to pledge or assign accounts receivable under any invoice.
- 3.3. In case of late payment, default interest shall be charged from the due date in the amount of the Swedish reference rate from time to time plus eight (8) percentage points. In case of a payment reminder, a reminder fee shall be charged according to law. In case of failure to pay within fifteen (15) days after a reminder, the Supplier has the right to suspend the Service and/or terminate the Agreement with immediate effect. In case of suspension of the Service, the Customer shall not be relieved from its payment obligation.
- 3.4. The Supplier reserves the right, without prior termination of the Agreement, to make price adjustments. The Supplier shall by e-mail or via uc.se notify the Customer of the price adjustment not later than one (1) month before its effective date. If the Customer does not accept the price increase, the Customer has the right to terminate the Agreement in accordance with clause 11.

4. Use of the Service and the Information

- 4.1. The Customer may use the Service and the Information only for its own benefit. The right to use the Service and the Information may not be assigned or sub-licensed to a third party. The Customer may not sell, sub-license, make available, transfer, lease, distribute, or in any other manner commercially exploit the Service and/or the Information or any part thereof.
- 4.2. The Customer is responsible for its users having the requisite knowledge about applicable laws and regulations in order to use, correctly and in accordance with law and best practices, the Service and the Information. The Customer undertakes not to use the Service or the Information in a manner so that the Supplier or any third party is inconvenienced or harmed. The Customer may thus not process or add data or other information to the Service that constitutes an infringement of the rights of the Supplier or a third party or that in any other way is in contravention of the law. The Customer shall indemnify the Supplier for any damage caused to the Supplier and hold the Supplier harmless for any claims against the Supplier by any third party as a result of the Customer having used the Service or the Information in contravention of the Agreement or any legislation.
- 4.3. The Supplier reserves the right to record and keep statistics of the Customer's use of the Service.

5. Authority and access to the service

- 5.1. The Customer is obligated to ensure that only users who are authorised from time to time ("Authorised Users") use the Service.
- 5.2. The Customer's access to the Service and the Information is subject to the Customer following the instructions provided by the Supplier from time to time for the Customer's integration and login. The Customer is responsible for login information not being transferred, sub-licensed or otherwise disclosed to any third party. The Customer shall immediately notify the Supplier in writing if login information has been abused, been accessed by an unauthorised party, is under the risk of disclosure or loss or in case of a change of the persons at the Customer who are to have access to the Service and the Information. The Customer is liable to pay for all use of the Service under login access granted to the Customer.
- 5.3. The Supplier reserves the right to suspend the Customer and/or its Authorised Users without prior notice if the Service or the Information is used in contravention of the Agreement or in any other manner that, in the opinion of the Supplier, constitutes an abuse of the Service or the Information. Paid fees shall not be reimbursed if the Supplier suspends the Customer or any Authorised User under this clause.

6. Availability, support and maintenance

- 6.1. The Supplier's aim is to supply the Service with a minimum of interruptions. However, the Supplier and the Supplier's licensors do not accept any responsibility for interruptions, delays or any other technical delays in the Service. The Supplier has the right, with no obligation to compensate the Customer, to take actions that affect the availability of the Service if required for technical, maintenance, operational or security reasons. The Supplier shall perform such actions expeditiously and in a manner so as to limit interruptions. The Supplier undertakes, as far as possible, to schedule planned actions at times outside regular working hours.
- 6.2. Support shall be provided by the Supplier to a reasonable extent on regular business days during regular office hours (Monday to Friday, 8 am - 5 pm (1 Sept-31 May) and 8 am - 4 pm (1 June-31 Aug)). If the support matter is referable to a circumstance for which the Customer according to the Agreement is responsible, the Supplier shall have a right to compensation for the provision of support, in accordance with the price list in effect from time to time.

7. Liability and limitations

- 7.1. The Information in the Service has been collated from, e.g., external and public sources. The Supplier shall not be liable for the reliability or completeness of the Information or for the completeness or accuracy of the Services. The Supplier shall in no event be liable for any direct or indirect loss or damage of whatever nature, including but not limited to loss of data, lost profits or gain, consequential loss, loss of business or goodwill or any other indirect damage based on the use of or decisions made on the basis of the Service or the Information, unless the Supplier has acted intentionally or with gross negligence.
- 7.2. In case the Customer, within the framework of the Agreement, supplies data or information to the Supplier, the Customer shall be responsible for these (i) being free from viruses or other harmful software and (ii) not infringing the rights of any third party or in any other way being in contravention of applicable legislation.
- 7.3. If any liability to pay damages were to arise, the Supplier's liability under the Agreement shall be limited to direct damage in an aggregate amount of ten (10) per cent of the fixed annual fee (excluding value-added tax) payable by the Customer for the affected Service. If there is no fixed annual fee for the Service, the Supplier's liability in damages shall be limited to ten (10) per cent of the aggregate amount that the Customer has paid for the relevant Service during the most recent six (6) months from the day that the liability in damages arose.
- 7.4. In case of any defect in the Service for which the Supplier is responsible, the Supplier shall as expediently as dictated by the circumstances remedy the defect if possible.

8. Term and termination

- 8.1. The Agreement shall apply, unless otherwise agreed or set out in any Special Terms, until further notice with a mutual notice period for termination of three months.
- 8.2. The Supplier has the right to terminate the Agreement with immediate effect if the Customer uses the Service or the Information in contravention of the Agreement.

- 8.3. In addition to any other provisions of the Agreement, a party has the right to terminate the Agreement with immediate effect if the other party (a) has committed a breach of the Agreement that remains uncured within 30 (thirty) days of the other party's written notice regarding the breach, or (b) commences liquidation proceedings, applies for or enters into bankruptcy, cancels payments or in any other manner may be assumed to be insolvent.
- 8.4. The Supplier has the right, without liability, to immediately cease the provision of all or part of the Service and the Information, and the right to terminate the Agreement with immediate effect as a result of changes in legislation, decisions or acts of a public authority and in case of changed preconditions for the supply of source information needed for the Service and the Information.
- 8.5. Termination of the Agreement shall be made in writing. From and including the day of expiration of the Agreement, the Customer no longer has the right to use the Service.

9. Special provision regarding specific legislation

- 9.1. Credit information activities are regulated by the Swedish Authority for Privacy Protection (currently SFS 1973:1173) and the General Data Protection Regulation and the Swedish Data Protection Act and constitute activities subject to a permit under the supervision of the Swedish Authority for Privacy Protection. The provisions of the Credit Information Act supplement the General Data Protection Regulation and the Swedish Data Protection Act. In case a certain issue regarding the processing of personal data is not regulated in the Credit Information Act, then the General Data Protection Regulation and the Swedish Data Protection Act apply instead. More detailed provisions for the application of the Credit Information Act and the General Data Protection Regulation and the Swedish Data Protection Act are issued by the Swedish Authority for Privacy Protection (www.imy.se).
- 9.2. The Supplier or a company within the Supplier's group has a publishing certificate for databases issued by the Swedish Press and Broadcasting Authority. A publishing certificate means that the database is protected by the Fundamental Law on Freedom of Expression (1991:1469). As a result of this protection, the General Data Protection Regulation and the Swedish Data Protection Act are not applicable. Certain of the Supplier's Services are supplied through such a database. To the extent credit information in such cases is supplied in the Service, the Credit Information Act applies.
- 9.3. Credit information means information, assessments or advice provided as guidance of another person's creditworthiness or economic reliability.
- 9.4. A consumer report means credit information with respect to a private person who is not to be considered an entrepreneur under the Credit Information Act.
- 9.5. The Customer undertakes to order a consumer report only if there is a legitimate need. A legitimate need exists, e.g., if there is an executed or disputed credit agreement or if the Customer for any similar reason needs the information. Ordering a consumer report without a legitimate need is a criminal offense under the Credit Information Act.

9.6. The Customer acknowledges that a credit report copy, i.e., an information copy of a credit report, is sent to the person who is the subject of the report, when the report concerns a private person, a person associated with an enterprise, a sole proprietor, a partnership or a limited partnership.

9.7. If the Customer is of the opinion that information in a credit report is inaccurate or misleading, the Customer shall notify this to UC AB, 117 88 Stockholm or by e-mail to: utredningen@uc.se.

10. Processing of personal data

10.1. The Customer is responsible for its processing of personal data obtained from the Service being in accordance with applicable law.

10.2. If the Supplier processes personal data on behalf of the Customer, the Customer is the controller and the Supplier is a processor. The Supplier undertakes, in order to fulfil its obligations under the Agreement, to process only such personal data in accordance with a data processing agreement with included instructions that as the case may be is to be entered into between the parties before the commencement of the processing.

11. Changes

The Supplier has the right, without prior notification, to make changes to the Service and the Information and/or these terms and conditions that are not reasonably to the detriment of the Customer. In case of any other changes, except to the extent clause 8.4 above is applicable, the Supplier shall notify the Customer thereof by e-mail or via uc.se not later than one (1) month before the change enters into effect. In such case, the Customer has the right, no later than on the day of the entry into effect of the change, to terminate the Agreement, in whole or part, in writing, effective on the day of the entry into effect of the change.

12. Force majeure

A party shall be relieved from sanctions for failure to perform any obligation under this Agreement, if the failure is attributable to an event outside the control of the party or its suppliers.

13. Miscellaneous

13.1. The Customer may not assign the Agreement in whole or part without the Supplier's written consent. The Supplier shall have the right to assign the Agreement to a third party on unchanged terms.

13.2. The Supplier shall have the right to employ sub-contractors for the supply of the Service or parts thereof.

13.3. Each party undertakes to keep confidential and not to disclose to any third party the contents of the Agreement and any such technical and business information of the other party that reasonably must be considered confidential. This provision shall apply also after the expiration of the Agreement.

13.4. It is incumbent upon the Customer to ensure that the Supplier from time to time has correct and updated contact information, such as e-mail address and telephone number, to the Customer.

14. Disputes and choice of law

14.1. Swedish law shall govern this Agreement.

14.2. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC").

14.3. The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators.

14.4. The seat of arbitration shall be Stockholm.

14.5. Arbitration requested by reference to this arbitration clause shall be subject to confidentiality. The confidentiality comprises all information disclosed during the proceedings as well as any decision or award rendered by reason of the proceedings. Information comprised by confidentiality may not be disclosed to any third party without the written consent of the other party.

14.6. Notwithstanding this clause, the Supplier has the right to bring a claim in a court of law or to an authorised public authority to collect a clear and due debt.

