

BOGIO:s GENERAL TERMS

1. DEFINITIONS

The present agreement and the general terms therein is defined as the Service Agreement.

Bogio – 46elks AB, org. no 556838-8184. (Bogio is a part of 46elks AB)

The Customer – the Party as stated in the Service Agreement.

The Customer's data – defined as the Customer's personal data that are stored on Bogio's servers as required for the use of the Service.

The Parties – Bogio and the Customer jointly.

The Service(s) - defined in Section 3 below.

The Service Agreement – defined as the agreement between the Parties for regulating the Customer's use of Bogio's Services.

Subcontractor – defined as third parties hired by Bogio to provide the Service.

2. CONTRACT PERIOD

2.1 The contract period commences upon the Customer's order placement for the Service and continues until the date indicated in the Service Agreement (the "Period of Agreement"). The Period of Agreement is applicable for at least one (1) calendar month commencing from the first day of use by the Customer.

2.2 If the Service is not terminated in accordance with the following Section 11, the Agreement will automatically be extended for the period stated in Section 2.1 above ("Extension period").

3. SERVICES

3.1 Bogio provides the following services (hereinafter Services or the Service)>

a) Bogio – a web-based communication tool used for sending SMSes to individuals and companies based on Customer-provided details.

4. Bogio'S OBLIGATIONS

4.1 Bogio is obliged to provide the Service and any other agreed, supplementary services for the Period of Agreement in accordance with the Service Agreement.

4.2 Bogio must provide the Service with due care and, in general, in a professional manner. The service must be provided, unless otherwise stated in the Service Agreement, in accordance with such methods and standards as Bogio generally adheres to in the provision of similar services.

5. THE CUSTOMER'S OBLIGATION

5.1 The Customer is obliged to provide correct information about their company and correct organisation number when registering as a user of Bogio's Service. The Customer is responsible for providing and registering other users who are authorised to use the Service on behalf of the Customer. The Customer must without delay notify Bogio in the event that a user is no longer authorised to use the Service and request that Bogio deletes related personal data, and upon the Customer's request, the user's access to the Service. The Customer is responsible for the Customer's registered users' usage of the Service. Only such users that have been defined and registered by the Customer are entitled to use the Service.

5.2 The Customer is responsible for ensuring that Service passwords are stored in a secure manner. The Customer is responsible for any unauthorised use of the Customer's Service password by third parties. The Customer may request that Bogio temporarily blocks the entire, or part of, the Service, or provides the Customer's user with a new password. In the event of such a request, a service fee will be payable to Bogio to the amount of SEK 800.

5.3 The Customer agrees that the Service may only be used for legal purposes and the Customer undertakes to keep Bogio indemnified against all third-party claims directed against Bogio as a result of the Customer's use of the Service, including but not limited to, claims of any infringement of third parties' intellectual property rights.

5.4 The Customer is responsible for ensuring that copyright and personal data and other applicable laws and regulations are complied with when using the Service.

5.5 The Customer is responsible for ensuring that third-party programs such as web browsers, PDF readers, toolbars, antivirus programs and firewalls have been correctly installed by the Customer to allow Bogio to direct traffic to other websites.

5.6 The Customer undertakes to fully comply with this Agreement when using the Service.

6. PAYMENT AND INVOICING

6.1 The fixed fees for the Service are stated in the Service Agreement.

6.2 Fixed fees for the Service are invoiced once a month or annually in advance, in accordance with the Service Agreement.

6.3 Ongoing fees for the Service are based on the Customer's use of the Service, and are invoiced to the Customer monthly in arrears. Ongoing fees can in some cases be invoiced to the Customer in advance. When invoicing ongoing fees in advance, reconciliation of the correct invoice amount shall be made ten (10) days after the end of the period.

6.4 Bogio must have received payment ten (10) days after the invoice date ("**Expiration Date**"). After the expiration date, late payment interest is charged based on the reference rate plus eight (8) percentage points, in accordance with the Interest Act (1975: 635). After the expiration date, Bogio is entitled to withhold provision of the Service. In the event of delays exceeding thirty (30) days, Bogio is entitled, upon written request for payment, and upon pain of termination, to terminate the Agreement in full or in part, in writing. In the event of termination of the Agreement due to payment delays, the Customer is liable for payment of any remaining fixed fees between the Parties.

6.5 The Customer has the right to withhold payment for any additional services provided that have not been agreed upon. In the event that the Customer withholds payment, the Customer shall promptly provide an account in writing of the alleged service failures. If the customer does not have grounds for withholding payment, Bogio will be entitled to receive immediate payment including late payment interest as noted above, from the expiration date until Bogio has received payment.

6.6 Fixed fees as stated in the Service Agreement will remain unchanged for the period of agreement. However, Bogio is entitled to increase the Service's fixed fees with one month's notification by up to 10% per year. In the event of annual advance payments for fixed fees, the Customer will be invoiced retroactively for any price increases in accordance with the aforementioned. Additionally, Bogio reserves the right to change fixed and ongoing fees before each extension period.

6.7 Bogio reserves the right to change ongoing fees (incl. SMS fees), effective immediately, and without transferring the right to terminate the Agreement to the Customer, if:

a) Bogio's providers (such as Telecom providers) increase their prices or license fees;

B) legislation, currency changes, financial policies or monetary measures or other action taken by a public authority result in Bogio incurring increased costs; or

C) a general increase in costs related to Bogio's provision of the Service as a result of changes to the number of Customer-users/clients, or as a result of the Customer requesting changes to the contents of the Service.

Price adjustments in accordance with the aforementioned (a)-(c) must be proportional to Bogio's increased costs.

6.8 The number of Customer-users/clients that are authorized to use the Service are stated in the Service Agreement. Upon the Customer's request to add new users/clients, the Customer will be charged for additional users/clients commencing from the month of the change. Such requests shall be submitted in writing to Bogio.

6.9 In the event of termination as defined in Section 11, fixed fees that have already been paid will not be reimbursed.

7. INTELLECTUAL COPYRIGHT AND THE CUSTOMER'S DATA

7.1 The Customer receives a non-exclusive and non-transferable right to use the Service for business purposes.

7.2 The Agreement does not entail that any copyright or other intellectual property rights to the Service have been transferred from Bogio to the Customer. The Customer does not have the right to copy, change or in any manner process software or any other property that is included in the Service. Additionally, the Customer is not entitled to transfer or assign any use of such software or materials to another entity, unless otherwise agreed with Bogio in writing and in accordance with applicable law.

7.3 The Customer holds all rights to the Customer's data, and Bogio holds no rights to the Customer's data, or parts thereof, under the Agreement.

7.4 The Customer is responsible for requesting the transfer of all of the Customer's data to the Customer's own IT environment or deletion of all of the Customer's data at the latest thirty (30) days following termination of the Agreement. Upon said request by the Customer, an administrative fee of SEK 2,000 will be charged.

7.5 If the Agreement has been terminated due to late payments as defined in the aforementioned Section 6.4, Bogio is responsible for storing the Customer's data for a maximum of thirty (30) days, and is thereafter entitled to delete the Customer's data stored on Bogio's servers.

7.6 Bogio's liability for managing and storing the Customer's data is limited to the statements provided in the aforementioned Sections 7.4 and 7.5.

8. RESPONSIBILITY FOR SERVICE FAILURES

8.1 Bogio is responsible for ensuring that the Service fulfils the service descriptions as provided to the Customer and that the provided Services do not deviate from generally accepted norms and standards for similar software products.

8.2 In the event of any failure, Bogio shall promptly rectify it. Bogio is not liable for any failures that are irrelevant to the intended purpose of the Service or that do not result in any inconvenience to the Customer.

8.3 Service failures are remedied by corrective measures or instructions on how to circumvent the failure. The Customer must, after having discovered the Service failure, promptly notify Bogio. The Customer shall then explain the nature of the failure when reporting it.

8.4 Bogio's liability for Service failures does not cover:

A) failures caused by changes or additions to the Service made by the Customer;

B) failures caused by viruses or other external attacks; and

C) other conditions for which the Customer or third party is responsible and that can reasonably be held to be beyond Bogio's control.

8.5 If the Customer has given notice of a Service failure and it becomes apparent that Bogio is not responsible for the failure, the Customer shall compensate Bogio for any rectifications carried out by Bogio according to the following price list:

a) SEK 800/hour, min. fee SEK 400 (starting fee).

8.6 Bogio's liability for service failures is limited to the aforementioned conditions, unless in the event of intent or gross negligence, and the Customer is prevented from filing claims with regards to service failures.

8.7 Failures can be reported 24 hours a day, every day at: support@Bogio.tech

8.8 Bogio's liability for any economic loss incurred by the Customer is limited to direct damages amounting to a maximum of one base amount, in accordance with the Social Insurance Code, S. 2, § 7, (2010:110). This limitation is void if Bogio has acted with intent or gross negligence. Bogio is never responsible for any indirect damages such as loss of gains, production or data. In order to file a claim against Bogio, the Customer shall present thereto related claims at the latest two (2) months after the damage was discovered or should reasonably have been discovered.

9. SUPPORT SERVICE AND CONDITIONS

9.1 Bogio provides support for software and Service-related questions. Other questions e.g. regarding the Customer's internal IT environment, connections, firewalls and technical questions including correcting any erroneous usage of the Services are not included in the support services, as per the Agreement. Requests for support must be sent to Bogio via email (support@Bogio.tech) by using the chat program provided by Bogio as part of the Service.

10. DISCLAIMER

10.1 Bogio is not responsible for any damage caused to the Customer if Bogio has been prevented from fulfilling their obligations as a result of law enforcement measures, measures taken by the authorities, war, strikes, blockades, boycotts, lockouts or other similar actions that are deemed to reasonably be beyond Bogio's control. If Bogio is prevented from carrying out their obligations as a result of the aforementioned conditions, Bogio is entitled to postpone their obligations until the cause has been remedied. If fulfilment of the obligation is delayed by more than three (3) months due to any of the above circumstances, the Customer is entitled to terminate the Agreement in writing, as an exclusive remedy.

11. TERMINATION

11.1 Termination of the Agreement shall be submitted in writing to the contracting party at the latest one (1) month after the period of agreement or expiration date of the agreed extension period.

11.2 Bogio is entitled to terminate the Contract in the event that the Customer has defaulted a payment, has been declared bankrupt, has begun settlement proceedings, suspended payments or is otherwise assumed to be insolvent, or if there are viable reasons to believe that fixed monthly payments will not be settled. Bogio is also, under said conditions, entitled to withdraw the provision of the Service or parts thereof until the Customer is able to provide adequate security.

12. TRANSFER OF THE AGREEMENT

12.1 The Customer does not have the right to transfer their assets and obligations, without Bogio's written consent, to another party, in their entirety or parts thereof, as stated in the Agreement. However, Bogio shall have the right, without the Customer's consent, to transfer its rights and obligations under the Agreement.

12.2 Upon transfer of the Agreement by the Customer following Bogio's approval, Bogio will charge a fee of SEK 800.

13. PERSONAL DETAILS

Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (the General Data Protection Regulation). The General Data Protection Regulation replaces national data regulations in all EU countries and is applied equally in all EU countries, with the exception of minor exemptions. The General Data Protection Regulation enters into force on May 25, 2018. The following rules aim to reflect the rules of the General Data Protection Regulation.

13.1 Bogio collects personal details such as names, phone numbers to the Customer's contact persons, and, if the Customer is a private business owner, their Social Security number and the Customer's invoicing details to the extent necessary for Bogio to provide the Service in accordance with the Agreement, as well as promotional information and other service-related information.

13.2 Bogio will, as the designated subprocessor, in the provision of the Services under the terms of the Agreement, process personal data for which the Customer is responsible in compliance with applicable personal data protection regulations. Bogio is responsible for personal data related to the Customer's contact persons used by Bogio in order to provide the Service, to send promotional material and other information, in accordance with paragraph 13.1.

13.3 The Customer is obliged to establish that Bogio's processing of personal details is in compliance with relevant laws. Any processing of personal data carried out by Bogio to provide the Services must always be based in the present Agreement or in other written instructions issued by Bogio over time. Therefore, Bogio will not use personal data for any other purposes than to provide the Services in compliance with agreed upon routines. In the event that Bogio claims a lack of sufficient instructions or Bogio deems that said instructions conflict with applicable personal data protection regulations, Bogio must, without delay, notify the Customer thereof and await further instructions before continuing with further data processing.

13.4 Bogio must process personal data in compliance with applicable personal data protection rules. Bogio shall establish and maintain technical and organisational measures necessary for the protection of personal data. The measures shall meet safety standards that are appropriate with regards to:

- available technical possibilities;
- costs of carrying out the measures;
- specific risks pertaining to the processing of personal data; and
- sensitivity of the processed personal data.

13.4 If any personal data processed by Bogio on behalf of the Customer is transferred outside the EU/EEA region, Bogio must ensure that the transfer has been protected in accordance with applicable personal data protection rules.

13.5 Bogio is entitled to hire Subcontractors to process the personal data. When hiring any such Subcontractor, Bogio must notify the Customer, at the latest, fourteen (14) days before the Subcontractor begins processing of said data. The Customer is then, under reasonable circumstances, entitled to file a letter of protest to the Subcontractor, but runs the risk of not being able to fully access the Services. Bogio must, in the case of any hired Subcontractor, sign an agreement relating to the processing of personal data that, at minimum, meets the rules stated herein.

13.6 Bogio must assist the Customer in fulfilling the rights of the Customers' users, with regards to, among other things, access, amendments, deletions and limiting of personal data processing. Bogio must also assist the Customer in fulfilling the Customer's obligations to, among other things, carry out impact assessments of data protection incidents, report personal data incidents to the supervising authority and, when applicable, to persons listed on the Customer's recipient lists.

13.7 Bogio is obliged to limit access to personal data processed on behalf of the Customer, and to ensure that all staff that are able to access the personal data commit to observing confidentiality of the data.

13.8 The customer is entitled to access documentation from Bogio regarding the processing of personal data and to carry out on-site inspections and reviews at Bogio to ensure that Bogio complies with applicable personal data regulations. The Customer must inform Bogio, at the latest, ten (10) days prior to any such inspection, upon which Bogio will grant the Customer access during regular work hours.

13.9 Upon termination of the Agreement, Bogio shall, in accordance with the Customer's request, delete all personal data or delete and return all personal data to the Customer, unless applicable laws require that Bogio continues to store the personal data.

13.10 Information about which personal data is to be processed by Bogio on behalf of the Client, as well as the purpose, storage time, subprocessors etc. are set forth in Appendices 2 and 3 of this Agreement.

14. FULL AND FINAL SETTLEMENT

14.1 The present Agreement comprises the entire agreement between the Parties and repeals all previous agreements. The Service Agreement may not, other than as stated under Section 15 below, be changed, unless the Parties agree to do so in writing.

15. MODIFICATION OF TERMS OF USE

15.1 The following general conditions are applicable until further notice. Bogio must inform the Customer of any modifications or additions to these general conditions in writing with one (1) month's notice. If the Customer does not object to the notified modifications before they enter into force, the Customer is bound by the new terms of use.

15.2 If the Customer does not accept the modifications to the terms of use, Bogio must be notified before the modifications enter into force. If necessary, the Agreement can be terminated, as stated in Section 11.1.

16. APPLICABLE LAWS AND DISPUTE SETTLEMENT

16.1 Disputes between the Parties resulting from the present Agreement shall be settled in general court and the first instance will be Stockholm District Court. Swedish law shall apply.

Bogio'S PRICE LIST

Monthly cost

Activation fee

APPENDIX 1

see Bogio's homepage

as agreed w/Bogio

All SMS prices abroad (SEK) are based on Euro exchange rates as stated in the Service Agreement.

The price for sending SMSes to Swedish and international numbers is established in the Service Agreement. Unless otherwise agreed, the above monetary conversion for SMS fees is applicable.

1. Categories of registered users

Bogio will, on behalf of the Customer, process personal data from the following categories of registered users:

- (i) Persons on the Customer's recipient lists.

2. Categories of personal data

Bogio will, on behalf of the Customer, process the following categories of personal data:

- (i) Name,
- (ii) Phone number,
- (iii) Address,
- (iv) Date of birth,
- (v) Age, and
- (vi) Social Security number.

3. What personal data is used for

Bogio uses personal data to provide the Customer with:

- (i) Promotional material,
- (ii) Verification notifications, and
- (iii) General information.

4. Type of processing

Bogio processes the Customer's personal data according to the following procedures:

- (i) Sends promotional material and information to the Customer,
- (ii) Deletes unnecessary personal data such as the four last digits of the user's Social Security number,
- (iii) Segments,
- (iv) Cross/checks personal data with block lists and
- (v) Saves recipient lists.

5. Storage time

Bogio will store personal data on behalf of the Customer for the following periods of time:

- (i) All personal data as specified in paragraph 2 will be saved for a period of time to be determined by the Customer.

Information about the use of subprocessors can be found in Appendix 3 which will be provided upon conclusion of the Agreement, and upon request info@Bogio.tech.