

General Terms and Conditions

1. General

These general terms and conditions ('T&Cs'), and any other documents to which the T&Cs refer (together 'Contracts'), regulate the contractual relationship between you as a customer ('Customer') and Qnister AB, reg. no. 559116-6433, ('Qnister', 'we' or 'us') (individually 'Party' and jointly 'Parties') concerning the Customer's use of Qnister's cloud service Qnister GDPR ('Service').

By registering and starting to use the Service, the Customer confirms that they have read and understood, are bound by and understand the implications of the rights and obligations encompassed by the Contracts.

Qnister GDPR is developed by Swedish lawyers and is adapted to Swedish circumstances and, primarily, Swedish companies.

1.1. Packages

Qnister offers the Service in the following packages:

- (a) Small: License for the Service for up to three group companies.
- (b) Medium: License for the Service for up to three group companies and 3 hours of guidance via Skype/over the phone per year.
- (c) Large: License for the Service for up to three group companies and 6 hours of guidance and legal consultation via Skype/over the phone per year.
- (d) By design: Customer specific and specially designed packages for license and legal consultation.

1.2. Special terms and conditions

Where special terms and conditions differ from the T&Cs, the special terms and conditions shall take precedence. All terms and conditions must be made in writing to be valid.

2. Amendments to the contract

Qnister retains the right to at any time amend the Contracts and add new or additional terms and conditions for the Customer's use of the Service. The Customer will receive notification in accordance with item 3 below about any amendments, which following the Customer's continued use of the Service are considered approved.

3. Notifications

Notifications to the Customer and information about the Service are provided to the Customer by e-mail and via Qnister's start page. Qnister does, however, retain the right to inform the Customer by letter. Notifications by e-mail are considered to have been delivered upon being sent and by letter the following weekday excluding public holidays.

4. Intellectual property rights and licenses

4.1. Intellectual property rights

The Service and its content, including but not limited to texts, template documents, images, layouts, logos, source code (jointly 'Content') and any associated rights (such as copyright, trade mark protection or patent, regardless of whether they are registered) are held by or licensed to Qnister or its partners and suppliers. The Contracts do not entail the transfer of any of these rights to the Customer.

It is not permitted, unless otherwise agreed in a separate contract with Qnister, to fully or partially copy, modify, reproduce, reuse, make available, share, transmit, adapt, translate, use to create adapted works, sell, transfer, sub-license, or otherwise exercise control or take any actions beyond normal use as regards the Service or its Content.

The Customer does not have the right to decompile or disassemble the Service without Qnister's explicit permission, other than where explicitly stipulated in law.

4.2. License

The Customer is granted a personal, non-exclusive license for one (1) year at a time to use the Service to the extent agreed upon when signing the contract and in accordance with the T&Cs. The right to use the license requires that all terms and conditions stipulated in the Contracts are fulfilled.

The Customer may not without Qnister's written approval sell, transfer, loan, rent or otherwise dispose of the license or provide a third party with access to the Service. The granted license is bound to the Customer unless otherwise agreed in writing between the Parties.

The license is valid until it is terminated by the Customer or Qnister in accordance with the T&Cs.

5. The Customer's obligations

The Customer is obligated to follow the instructions that are provided concerning the use of the Service and to at all times follow and comply with the T&Cs.

The Customer shall also keep up to date with the notifications that are sent and, upon request, act in accordance with the instructions provided therein and inform Qnister of any changes to the registered e-mail address.

6. Support and more

For support, instruction or legal consultation in accordance with the currently selected service package (items 1.1 (b) and (c)), please contact Qnister at 010-202 32 33 or support@qnister.com weekdays 9 am-12 pm and 1 pm-4 pm.

Qnister is responsible for offering support in accordance with the information found on the website at any time and these T&Cs.

When a problem with the Service is reported, Qnister's responsibility is limited to taking suitable actions to within a reasonable time rectify the problem. It falls to Qnister to determine when and how the problem is to be rectified.

7. Limitation of liability

Qnister cannot guarantee or accept liability for the Customer with the aid of the Service fully and in a correct manner fulfilling the requirements of the applicable legislation regarding the protection of personal data and other information. The Service is provided purely as an aid. The Customer is directly responsible for its processing of personal data taking place in a legal manner, for registering the correct information in the Service and for checking that all documentation required by the applicable legislation is in place or drawn up.

Qnister strives to ensure that up-to-date and relevant information is available, but we cannot guarantee that the information is comprehensive. The concerned legal field is a hive of activity and new guidelines, standard practices or announcements can entail changes compared to the information provided by Qnister. The Customer is responsible for its own use of templates, policies and checklists and understands that Qnister accepts no liability for such matters.

Nor is Qnister liable for any damages, to property, capital or other assets, direct or indirect, suffered by the Customer as a result of the Customer's use of the Service or Qnister's obligations under the Contracts. Any compensation is limited to no more than the license fee paid for the current year.

8. Limitations in the service

Qnister strives to always deliver as good a service as possible and reasonable efforts will be made to ensure that the Service is available and can be used. However, on occasion technical complications or maintenance, scheduled or unscheduled, can result in temporary interruptions. As far as possible, Qnister will inform the Customer prior to scheduled service disruptions. The Customer is not entitled to any form of compensation as a result of interruptions in the Service.

9. Terms of payment

The license fee is to be paid within twenty (20) days, with the invoice sent by e-mail. If payment is not made on time, penalty interest will be charged in accordance with the applicable law.

If despite a reminder payment is still not made, the Customer's access to the Service will be blocked. It will be unblocked once full payment has been made. Any time lost from the subscription due to the Customer failing to pay will not be compensated and nor will the subscription be extended by the equivalent period.

10. Personal data processing

When the Customer registers for the Service and when the Customer uses the Service, some personal data may need to be provided to Qnister. This data is processed in order to be able to deliver the Service, offer support and instruction, implement updates and improvements to the Service, send special offers to the Customer and to otherwise in the best possible manner fulfil our obligations to the Customer in accordance with the Contracts.

The data is kept as long as the Customer holds a license, after which they are erased from our systems provided that continued storage is not required by mandatory legislation or if Qnister has the right to keep this data on another legal basis in accordance with the applicable law.

The Contracts provide the legal basis for the processing of data conducted in order to enable us to fulfil our obligations to the Customer under the Contracts. Furthermore, marketing is conducted on the basis of a balance of interests.

Personal data may be transferred to other companies within the same group as Qnister, as well as to partners that handle our support services, such as IT support.

The personal data that Qnister processes in its role as a processor is regulated in a separate Processor Contract, Appendix 1.

As a data subject the Customer is entitled to:

- Obtain a copy of the data Qnister processes about the Customer;
- Request the rectification of inaccurate data;
- Have its data erased (provided that Qnister is not entitled to retain the data on another legal basis);
- Under certain circumstances request restrictions on the processing of personal data; and
- Exercise the right to data portability (applies when the General Data Protection Regulation comes into force).

The personal data controller is:

Qnister AB
Reg. no.: 559116-6433
Barnarpsgatan 7
553 16 Jönköping

11. Contract period and termination

The Contracts apply as of when the Customer signs up for the Service and run for one (1) year at a time with automatic renewal for one (1) year at a time unless the contract is terminated prior to this with a period of notice of one (1) month.

Notice of termination shall be provided in writing addressed to info@qnister.com.

12. Conflict of law and dispute resolution

Disputes arising from the Contracts shall ultimately be resolved through arbitration in accordance with the Expedited Arbitration Procedure of the Arbitration Institute of the Stockholm Chamber of Commerce.

Arbitration shall take place in Jönköping and proceedings shall be held in Swedish.

Swedish law shall apply to any disputes.

Appendix 1 Personal Data Processor Contract

Parties

This personal data processor contract ('Processor Contract') regulates the terms and conditions between you as a customer ('Controller') and Qnister AB ('Processor'), individually designated 'Party' and jointly 'Parties', concerning the Processor's Processing of Personal Data on behalf of the Controller.

1. Definitions

Unless otherwise stated, terms shall have the same meanings as in the Applicable Data Protection Regulations, which among other things means that:

Processing means any operation or set of operations that is performed on personal data or on sets of personal data, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Applicable data protection regulations refers, until 24 May 2018, to Council Directive 95/46/EC, implemented in Swedish law through the Personal Data Act (PDA, 1998:204) and the Personal Data Ordinance (1998:1191). As of 25 May 2018 it refers to the General Data Protection Regulation (GDPR), (EU) 2016/679.

Sensitive personal data is defined in Section 13 of the Swedish PDA and, as of 25 May 2018, in Article 9 of the GDPR.

Personal data means any information relating to an identified or identifiable natural person (hereinafter *data subject*); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Personal data breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed.

Data subject, see Personal data above.

Third country means a country outside the European Economic Area ('EEA').

Assistant processor means a processor that is engaged by the Processor who is a party to this Processor Contract and who Processes Personal Data on behalf of the Controller.

2. Background and Purpose

- 2.1. The Controller has received a license for the use of the cloud service Qnister GDPR in accordance with separate terms and conditions.
- 2.2. The Processor is responsible for operation and maintenance, support and advice regarding and in conjunction with the Controller's use of Qnister GDPR, which means that the Processor will gain access to and also Process Personal Data on behalf of the Controller.
- 2.3. The Applicable Data Protection Regulations require a written contract for the engagement of a Processor, hence the Parties have entered into this Processor Contract.

3. Personal Data Processing

- 3.1. The Processor shall only process Personal Data in accordance with this Processor Contract, Applicable Data Protection Regulations and the Controller's instructions applicable at any time; see Sub-appendix 1.
- 3.2. The Processor may not process Personal Data for their own or any other purposes than those for which the Processor has been engaged by the Controller.
- 3.3. The Processor may not transfer Personal Data to a Third Country unless this is permitted in accordance with the contents of Appendix 1.
- 3.4. The Processor shall without unreasonable delay, and at most within thirty (30) days of the Controller's request, provide the Controller with access to the Personal Data that the Processor possesses and implement a requested alteration, erasure, restriction or transfer of Personal Data. If the Controller has erased, or instructed the Processor to erase, the latter shall take such measures as necessary to prevent restoration of the Personal Data.

3.5. The Processor is obligated to maintain a record of the Processing that takes place on behalf of the Controller. Upon request, a copy of this record shall be provided to the Controller or the competent supervisory authority in a readable format. The record shall contain the following:

- a) The name and contact details of the Processor and its data protection officer, if such an officer exists, as well as of the Controller on behalf of which the Processing is conducted. Where applicable, the contact details of any Assistant Processors as well;
- b) The categories of Processing that have been conducted on behalf of the Controller;
- c) In applicable cases, transfers of Personal Data to a Third Country, information about which Third Country this concerns and which appropriate safeguards have been implemented; and
- d) A general description of the technical and organisational security measures taken to achieve an appropriate level of protection.

4. Responsibilities of the Controller

4.1. The Controller is responsible for the Processing of Personal Data being legal and taking place in accordance with the Applicable Data Protection Regulations.

3.6. The Controller shall only provide the Processor with access to the personal data that is necessary with consideration for the purpose of the Processing.

3.7. The Controller shall immediately provide the Processor with correct information in the event of the instructions being incorrect, incomplete or otherwise in need of amendment.

5. Capacity and Capability

5.1. The Processor guarantees that it has the necessary technical and organisational capacity and capability to fulfil its obligations under this Processor Contract and the Applicable Data Protection Regulations.

5.2. The Processor shall at the request of the Controller, or an independent third party engaged by the Controller, prove that the obligations stipulated in this Processor Contract and the Applicable Data Protection Regulations are fulfilled by without undue delay providing relevant documentation, referring to a relevant and approved code of conduct or certification, enabling and contributing to audits and inspections of premises, IT systems and other assets and/or providing other adequate proof. The Processor shall ensure that the Controller has the equivalent rights in relation to any engaged Assistant Processors.

6. Security measures

6.1. The Processor shall via appropriate technical and organisational measures restrict access to the Personal Data and only provide authorisation to personnel who require access to the Personal Data in order to fulfil their commitments under this Processor Contract, as well as ensure that such personnel have the necessary training and have received sufficient instruction in how to handle the Personal Data in an appropriate and secure manner.

6.2. The Processor shall protect the Personal Data from all types of unauthorised Processing, such as destruction, unauthorised distribution and unauthorised access.

6.3. The Processor shall Process the Personal Data in confidence and ensure that persons authorised to Process the Data at the Processor have signed special non-disclosure agreements or have been informed that a special obligation of secrecy applies in accordance with contractual obligations or the applicable law.

6.4. The Processor shall without unreasonable delay, and at the latest within [twenty-four (24) hours] of the matter coming to the Processor's attention, notify the Controller about the occurrence or risk of a Personal Data Breach. Such notification shall include all necessary and available information that the Controller requires in order to take appropriate preventative measures and countermeasures, as well as to fulfil its obligations as regards notifying the competent supervisory authority of Personal Data Breaches.

7. Cooperation

7.1. The Processor shall, with consideration for the nature of the Processing, help the Controller with appropriate technical and organisational measures, to the

extent this is possible, so that the Controller can fulfil its obligation to respond to requests to exercise the Data Subject's rights.

- 7.2. The Processor shall assist the Controller in ensuring that the obligations concerning Personal Data Breaches and impact assessments pursuant to the Applicable Data Protection Regulations are fulfilled, with consideration for the type of Processing and the information to which the Processor has access.
- 7.3. The Processor shall without unreasonable delay inform the Controller if the Processor has been contacted by the competent supervisory authority or another third party in order to gain access to the Personal Data that the Processor, or in applicable cases Assistant Processor, has in its possession.
- 7.4. The Processor shall in writing and in advance inform the Controller of planned changes to processing operations, including technical and organisational changes, that can affect the protection of the Personal Data and the Processor's compliance with the Applicable Data Protection Regulations. Before such changes are implemented, the Controller shall provide its consent, which cannot be refused without good reason.

8. Assistant Processor

- 8.1. The Processor may not without the Controller's written consent engage an Assistant Processor for the Processing of the Personal Data that the Processor Processes on behalf of the Controller. Such transfer of processing activities to an Assistant Processor is conducted at the risk of the Processor and entails no changes to the division of responsibility that applies between the Parties to this Processor Contract.
- 8.2. It is the responsibility of the Processor to with appropriate measures ensure that an engaged Assistant Processor fulfils all applicable stipulations on the protection of Personal Data and in all essentials fulfils the obligations regulated by this Processor Contract.
- 8.3. The Controller can of its own accord provide general written approval for the Processor to engage an Assistant Processor for a certain type of personal data processing within the framework of the Processor Contract. If such general approval has been provided, the Processor shall inform the Controller of its intentions to use or replace an Assistant Processor in good time so that the Controller has the opportunity to raise objections to such a change. Such

objections entail an obstacle to the Processor for implementing the proposed changes.

9. Transfer to a Third country

9.1. In cases where the Processor in conjunction with the Processing transfers Personal Data to a Third Country and which by the European Commission is not considered to provide an adequate level of protection in relation to the Applicable Data Protection Regulations, the Parties shall enter into an additional contract governing this.

9.2. If the Processor has engaged an Assistant Processor with the result that Personal Data are transferred to a Third Country and which by the European Commission is not considered to provide an adequate level of protection in relation to the Applicable Data Protection Regulations, the Processor and the Assistant Processor shall enter into an additional contract. Where applicable, the Processor shall provide the Controller with a signed copy of such an additional contract as that specified above.

10. Liability for damages

10.1. If a Data Subject has filed a claim for damages against the Controller or if a competent authority has issued a fine or other administrative penalty and this has been caused by the Processor processing personal data in breach of the Controller's instructions, this Processor Contract or the Applicable Data Protection Regulations, the Processor shall compensate the Controller for any damages incurred. Any compensation is limited to no more than the license fee paid for the current year.

11. Notifications

All notifications under this Processor Contract are to be provided in writing.

The Controller shall contact the Processor by e-mail (info@qnister.com) or by letter addressed to:

Qnister AB
Barnarpsgatan 7
553 16 Jönköping

The Processor informs and contacts the Controller using the contact details provided by the Controller in conjunction with registration.

12. Contract Period

- 12.1. This Processor Contract is valid from the date it is approved by the Controller until the Processor's Processing of the Personal Data ceases or until it is replaced by a new processor contract.
- 12.2. The Processor shall upon the termination of Processing erase or return any Personal Data that the Processor has in its possession, unless this conflicts with any other mandatory legislation.

13. Conflict of law and Dispute resolution

Disputes arising from the Contracts shall ultimately be resolved through arbitration in accordance with the Expedited Arbitration Procedure of the Arbitration Institute of the Stockholm Chamber of Commerce.

Arbitration shall take place in Jönköping and proceedings shall be held in Swedish.

Swedish law shall apply to any disputes.

Sub-appendix 1

To the personal data processor contract between registered customer ('Controller') and Qnister AB.

Purpose of the processing

The Controller has a license for and uses the cloud service Qnister GDPR. In order to offer storage, support, service, advice and updates, Qnister AB has access to the information that the Controller has registered in the system.

Type of processing

Qnister AB has access to and can read, store and edit the Controller's data in Qnister GDPR.

Personal data is stored automatically and regularly. Qnister AB will only process the personal data in other ways to the extent and in the manner required to resolve any problems that arise, to provide tailored advice or to otherwise fulfil our obligations to our customers.

Type of personal data

The primary personal data requested in Qnister GDPR are:

- Name
- Contact details
- Address details

In addition, the Controller is able to upload its own documents to the system which Qnister AB then gains access to in conjunction with, for example, support issues. By uploading these documents the Controller approves of Qnister AB processing these personal data by storing and reading them.

Categories of personal data

Qnister AB does not request any special categories of personal data, so-called sensitive personal data, and the level of security measures is adapted accordingly.

Geographic location of the processing

The personal data is stored on a server located within the EU/EEA.

Duration of the processing

The personal data is processed as long as the Controller has a current subscription (license) from Qnister AB. Thereafter the data that Qnister AB has in its possession which it is not entitled to retain on another legal basis are erased.

Sub-processor

Qnister AB uses three sub-processors:

Microsoft Azure

- Owns the servers where all data is stored.

Consid AB

- Operates, services and maintains the software.

Insatt AB

- Contributes legal and practical advice on the use of Qnister GDPR.

If Qnister decides to change an sub-processor, the controller will be informed of this intention by e-mail.