General terms and conditions iBinder.com

This Document may exist in several languages, to the extent that if there are conflicts between this original and the translated version, this version in English shall prevail. These General Terms and Conditions shall govern iBinder's and the Subscriber's rights and obligations when using the services and material provided on iBinder.com.

§ 1 Definitions

"Agreement"/ "The Agreement" refers to the agreement regarding a Basic Subscription with a right to call off Products.

"Basic Subscription" grants the Subscriber a non-exclusive, fixed-term right to use the content of iBinder.com in the Subscribers own business, excluding the Products.

"Connection Point" refers to the point(s) where iBinder connects to the Service via a public electronic communication network, unless otherwise agreed between the Parties.

"Franchisee" refers to a person carrying out business activities, who has been designated and commissioned by iBinder to resell iBinder's products and services.

"General Terms and Conditions" refers to the most recent version of these terms and conditions, unless otherwise stated.

"iBinder" refers to iBinder AB (corporate identity number 556573-1592)
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"iBinder.com" refers to the website iBinder.com and its contents, as well as iBinder's websites with national domains, e.g. iBinder.no, in the countries where iBinder is represented.

"Party" refers to either iBinder or the Subscriber, collectively referred to as the "Parties".

"Product" refers to each individual product offered within iBinder.com against a fee, which may be called off by a holder of a Basic Subscription.

"Product Agreement" is defined in Section § 2 (2) below.

"Service" refers to the Basic Subscription and any called off Products.

"Subscriber" refers to the Party that has entered into an Agreement with iBinder. A Subscriber cannot be a consumer as defined in the Swedish Consumer Services Act (1985:716).

"Subscriber's Data" refers to data, drawings or other information or documentation that the Subscriber uploads, stores, adjusts or otherwise processes within the Service.

§ 2 Licence

By entering into the Agreement, the Subscriber obtains a Basic Subscription. When the Subscriber calls off a Product at iBinder.com, iBinder grants the Subscriber a non-exclusive, non-transferable, fixed-term licence to use the called off Product. A separate agreement to use a called off Product is referred to as a "Product Agreement". These General Terms and Conditions shall, to the extent applicable, also apply to Product Agreements.

If the Subscriber is invited in iBinder.com by another Subscriber to use a Product that the other Subscriber has a licence to use according to a Product Agreement, iBinder grants a non-exclusive, non-transferable, fixed-term licence to the invited Subscriber to use the Product referred to in the invitation. Such licence shall expire no later than the expiry of the underlying Product Agreement related to the Product in question. These General Terms and Conditions shall, to the extent applicable, govern the Subscriber's licence to use the Product according to this paragraph.

Nothing in these General Terms and Conditions shall remove or limit the Subscriber's rights according to mandatory law in the country where the Subscriber has its registered office or domicile.

If the Subscriber, through the Service, is granted access to the order procedures for the physical distribution of information, a separate distribution agreement shall be concluded between the Subscriber and the relevant photocopying company. iBinder shall not be liable for any agreements concluded between the Subscriber and such photocopying companies or for the performance under such agreements.

§ 3 The quality of the Service, etc.

iBinder provides the Service at the Connection Point. iBinder undertakes to ensure that the Subscriber has access to the Service at the Connection Point and that the Service can be used for 24 hours a day with an availability of at least 99.5% on an annual basis, excluding planned downtime for system maintenance.

Planned downtime shall take place during weekends from 00.00–24.00 CET and on business days from 20.00–06.00 CET. iBinder shall notify the Subscriber of any planned downtime no later than two weeks prior to such planned downtime, by posting a notice on the iBinder.com log-in page. Planned downtime of the Service may occur up to twelve times a year, and no instance of planned downtime shall exceed six hours.

Unplanned downtime refers to interruptions where the Service is unavailable to the Subscriber and these have not been anticipated and notified in advance by iBinder. iBinder shall always, without delay, have the right to undertake any action required for operational or security reasons.

In the event of a defect in the Service, iBinder shall, if possible, rectify the defect with the speed justified by the circumstances. If the Subscriber is unable to use material aspects of the Service due to a defect, the Subscriber shall also be entitled to a reasonable price reduction for a period starting from the time when the defect was notified, and during the time the defect remains. iBinder shall only be liable for defects according to this paragraph if the Subscriber notifies iBinder of the defect within a reasonable period after the defect was detected by the Subscriber.

Unless otherwise stated in the Agreement or Product Agreements, iBinder's liability for defects and the failure to meet the agreed service levels shall not apply to defects and failures caused by the following circumstances:

a. Circumstances for which the Subscriber is responsible according to the Agreement or Product Agreements;

b. Circumstances that fall outside iBinder's area of responsibility in relation to the Service; and

c. Viruses and other security-related attacks, provided that iBinder has taken precautions in accordance with agreed requirements or, in the absence of such requirements, that iBinder has taken precautions in a professional manner.

§ 4 The Subscriber's Data

In the relationship between the Subscriber and iBinder, the Subscriber retains all rights to the Subscriber's Data.

iBinder agrees to take all necessary precautions to maintain a high level of security to prevent attempts at unauthorised access, whereby someone attempts to gain access to or alter, delete or amend the Subscriber's Data.

iBinder shall ensure that the Subscriber's Data is backed up at least once every 24 hours and that such backup copies are stored in a safe and secure manner.

iBinder does not assume any liability for the Subscriber's Data.

iBinder and subcontractors may only use the Subscriber's Data for purposes relating to the provision of the Service, unless required by law. If law enforcement requires access to Subscriber's Data, iBinder will in the first case refer them to request the data directly from the Subscriber.

iBinder has the right to delete the Subscriber's Data:

(1) After the Product Agreement has expired;

(2) In the event the Subscriber does not make payments in accordance with the Agreement or Product Agreements;

(3) In the event that iBinder finds or has reasonable cause to believe that the Subscriber has treated information in a way that constitutes an infringement of copyright or intellectual property rights or may otherwise be regarded as irresponsible or unethical; or

(4) If the Subscriber in any other way than as described in (3) above fails to comply with applicable Swedish and/or international legislation with regard to information that has been processed in any way within the Service or at iBinder.com.

iBinder has the right to transfer information from iBinder.com to another data medium for technical reasons. Backed up information may be retrieved upon the Subscriber's request, in which case such retrieval will be charged according to the applicable price list or as otherwise agreed between the Parties.

§ 5 Confidentiality and the processing of personal data

Each Party (the "Receiving Party") undertakes, without limitation in time, not to disclose to any third party any confidential information obtained from the other Party (the "Disclosing Party"). iBinder undertakes to only use confidential information for the sole purpose of providing the Service. iBinder further undertakes to ensure that its employees and subcontractors only gain access to confidential information to the extent necessary for iBinder or the subcontractor to perform its obligations under the Agreement, the Product Agreements and applicable legislation.

Confidential information refers to every item of information, including the Subscriber's Data, whether technical, commercial or of any other kind, with the exception of:

(1) Information that is publicly known or which becomes public knowledge in any other way than through the Receiving Party's breach of this confidentiality undertaking;

(2) Information that the Receiving Party can show that it already knew before receiving it from the Disclosing Party;

(3) Information that the Receiving Party has received or may receive from a third party without being bound by a duty of confidentiality with regard to such third party; and

(4) Information that the Receiving Party is obliged under mandatory law to divulge to public authorities and other public bodies

In cases referred to in (3) above, the Receiving Party does not have the right, however, to disclose to third parties that the same information has also been received from the Disclosing Party. Unless prohibited by law, the Receiving Party shall notify the Disclosing Party of any legally binding request to disclose confidential information held by the Receiving Party. The Receiving Party may also not hand over documentation or information on media provided by the Disclosing Party that contains or may divulge confidential information.

The Receiving Party shall ensure that any individuals or subcontractors who may be assumed to come into contact with confidential information are bound to keep such information confidential, to the same extent as the Receiving Party is bound according to the Agreement and Product Agreements.

iBinder will process such personal data regarding the Subscriber that is necessary for iBinder to perform its undertakings according to the Agreement (e.g. name, address, telephone number, position etc.). This personal data will be processed by iBinder in the capacity of data controller in accordance with iBinder's Privacy Policy.

iBinder has the right to change identification codes and other user-related information if iBinder finds it necessary for operational or security reasons. If personal data is processed within the scope of the Service under a Product Agreement, the Subscriber will be the data controller and iBinder a data processor for such processing. iBinder undertakes to only process such personal data on the Subscriber's behalf in accordance with the Product Agreement and Appendix 1 to these General Terms and Conditions (Data Processing Agreement) unless otherwise agreed between iBinder and the Subscriber in writing. Appendix 1 to these General Terms and Conditions (Data Processing Agreement) will only apply to a Subscriber that has entered into a Product Agreement with iBinder unless otherwise agreed between iBinder and the Subscriber in writing.

§ 6 The Subscriber's undertakings

The Subscriber is responsible for the communication between the Subscriber and the Connection Point and for obtaining any equipment and software required for using the Service, as stated by iBinder on iBinder.com or otherwise in writing.

When using the Service, the Subscriber undertakes to fully comply with applicable Swedish and international legislation, in particular with regard to any information that is sent, stored, communicated or otherwise processed within the Service and on iBinder.com. The Subscriber shall ensure that its processing of information does not infringe any third party's rights under the Swedish Act on Copyright in Literary and Artistic Works (1960:729) or other corresponding acts under any national laws. If the Subscriber uses software, presentations, drawings or other works to which the Subscriber obtained access through the Service, the Subscriber is responsible for ensuring that it has the right to use such works.

The Subscriber must not divulge its user name or identification code or in any other way make the Service available to a third party, unless such possibility is provided for in a specific Product. The Subscriber shall be liable for every action undertaken in the Service and on iBinder.com using the Subscriber's user name and identification code.

The Subscriber shall be obliged to ensure that data files and other information communicated to and within the Service are free of viruses and other defects that may affect the functioning or performance of the Service. If the Subscriber's data files or other information are found to disrupt the functioning or performance of the Service, iBinder may suspend the Subscriber until the cause of the disruption has been eliminated.

The Subscriber is responsible for its own access to any hardware and software required for using the Service.

§ 7 Fees, payments and audits

The Subscriber shall not pay any fee for the Basic Subscription.

The Subscriber shall pay iBinder, or a master franchisee designated by iBinder, a fee for the license to use the Products according to the price list as applicable from time to time, unless otherwise agreed in writing between the Parties or between the Subscriber and the Franchisee. Any fee increase shall be notified via iBinder.com or in any other way that makes it clear to the Subscriber, at least 30 calendar days prior to the new fee coming into effect.

Unless otherwise agreed between the parties, all fees for the Product shall be invoiced and paid monthly in advance, except with regard to Subscribers with annual subscriptions.
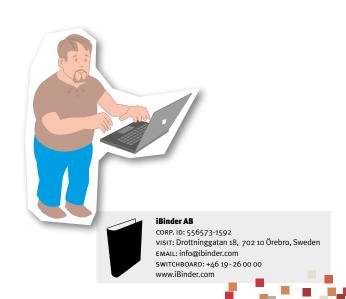
Complaints regarding invoices will only be considered if they are made by the Subscriber no later than 10 calendar days from the invoice date. The terms of payment are 30 calendar days. iBinder may, however, change the terms of payment stated above if such a change is justified by the Subscriber's financial circumstances.

Penalty interest will be charged from the due date and shall correspond to the reference rate as applicable from time to time with a supplement of eight percentage points. iBinder has the right to charge a special fee for invoicing and payment reminders.

iBinder has the right to suspend a Subscriber from the Service if the Subscriber, despite a written payment reminder, omits to pay an overdue amount to iBinder or a master franchisee. A Subscriber who, after suspension, pays the overdue amount and regains access to the Service shall pay a reopening fee to iBinder. Such reopening fee shall never exceed the Subscriber's monthly fee as applicable from time to time.

iBinder has the right to terminate the Agreement and all Product Agreements with immediate effect if the Subscriber is repeatedly in default with payment or if payment is delayed by more than 15 days at any one time. Furthermore, iBinder is entitled to damages for any loss iBinder may have incurred through the Subscriber's delay.

iBinder has the right to conduct an audit if necessary to verify that the information provided by the Subscriber as a basis for the pricing of the Service is correct, or if there is reason to believe that this information has changed. In the event of an audit, iBinder shall have the right to obtain assistance from external auditor. Audits may be performed during the term of the Agreement as well as during a period of 12 months after the Agreement has expired. iBinder shall bear the cost of the audit if the Subscriber'information proves to be correct. If the information is incorrect, the Subscriber shall bear the cost. Upon request, the Subscriber shall immediately provide any documents and information required by iBinder for the audit.

§ 8 Intellectual property rights

Unless otherwise set forth in these General Terms and Conditions, nothing in the Agreement, these General Terms and Conditions or any other documentation between the Parties shall be considered to constitute a transfer of intellectual property rights between the Parties. iBinder and certain third parties hold the copyright and all other intellectual property rights, including the know-how, to all software, databases and other products and works to which the Subscriber receives access through the Service, iBinder.com or the Agreement.

The Subscriber's use of the Service shall not confer upon iBinder any intellectual property rights or other rights to drawings, descriptions and other documentation stored by the Subscriber within the Service.

iBinder is responsible for ensuring that the Subscriber's use of the Service does not infringe any other party's intellectual property rights. iBinder undertakes, at its own expense, to defend the Subscriber if claims are made or actions brought against the Subscriber for infringement of a third party's rights with regard to the Subscriber's use of the Service. Furthermore, iBinder undertakes to indemnify the Subscriber for any costs and damages that the Subscriber may be obliged to pay due to a settlement or judgment. iBinder's undertaking shall only apply on the condition that the Subscriber notifies iBinder of any claims made or action brought within a reasonable period of time and if iBinder has the sole right to decide on the defence against such action and to negotiate arrangements or settlements. Notwithstanding what otherwise is stated in these General Terms and Conditions, iBinder shall not be held liable for the Subscriber's Data or the Subscriber's use or other processing of such data in contravention of the Swedish Act on Copyright to Literary and Artistic Works (1960:729) or other corresponding local legislation that is applicable.

iBinder's provision of the Service shall not be construed as making the Subscriber's Data available in accordance with Section 3 of the Swedish Act on Copyright to Literary and Artistic Works (1960:729) or the corresponding legislation of another country. The Subscriber undertakes to defend iBinder at its own expense if claims are made or actions are brought against iBinder for infringement of a third party's rights regarding the use of the Subscriber's Data or other information that is stored or otherwise used by the Subscriber within the Service. The Subscriber further undertakes to indemnify iBinder for any costs and damages that iBinder may be obliged to pay due to a settlement or a judgment. The Subscriber's undertakings shall only apply on condition that iBinder notifies the Subscriber within a reasonable period of time of any claims made or actions brought and that the Subscriber has the sole right to decide on the defence against such actions and to negotiate arrangements or settlements.

§ 9 iBinder's right to suspend the Service

iBinder has an unlimited right to suspend the Subscriber immediately from continued use of the Service or terminate the Agreement with immediate effect if the Subscriber:

(1)   within the Service, processes information in a way that infringes another party's copyright or other rights in contravention of applicable legislation or is otherwise found to be unethical or immoral; or

(2)   without authorisation attempts to destroy, distort or gain unauthorised access to information within the Service.

Furthermore, iBinder shall be entitled to damages and compensation for damage, including compensation for loss of goodwill, caused by the Subscriber's action according to items (1)–(2).

§ 10 Limitation of liability

If a Party is prevented from fulfilling its undertakings in accordance with the Agreement or Product Agreements due to a circumstance outside a Party's control, such as a stroke of lightning, a labour dispute, fire, a natural disaster, changed regulations by a public authority, intervention by a public authority, network or device failure external to our data centres, or defects or delays in services from subcontractors caused by any of the circumstances listed above, this shall constitute grounds for release which entail postponement of the time for performance as well as release from damages and any other consequences. If performance of the Service has been substantially prevented for a period exceeding two months due to circumstance listed above, a Party has the right to withdraw from the Agreement and all Product Agreements without liability to pay compensation. A Party that seeks relief according to this section shall notify the other Party without undue delay.

A Party is not liable or otherwise responsible for indirect damages incurred by the other Party or any third party due to a Party's breach of the Agreement or Product Agreements. A Party's liability for damages is limited per calendar year to an aggregate amount of 15% of the fees paid by the Subscriber to iBinder or the Franchisee in the past 12 months. However, these provisions shall not apply if a Party is in breach of its obligations according to § 8 (intellectual property rights).

§ 11 Changes in the General Terms and Conditions and the Service, etc.

iBinder has the right to alter iBinder.com and the Service in the form of updates. Such alterations that can be implemented without inconvenience to the Subscriber may be performed at any time. Other alterations shall be notified to the Subscriber within a reasonable period of time via iBinder. com or in any other way that makes it clear to the Subscriber.

iBinder has the right to amend these General Terms and Conditions from time to time, unless otherwise agreed between the Parties. The Subscriber must be notified of any amendments to these General Terms and Conditions according to this Section § 11, either via iBinder.com or in any other way that makes it clear to the Subscriber.

If the amendment to these General Terms and Conditions entails a material disadvantage to the Subscriber, the Subscriber has the right to terminate the Agreement with effect from the time when the amended General Terms and Conditions enter into force. In order for such termination to be valid, the Agreement must be terminated no later than the time when the relevant amendment comes into effect.

The Subscriber must not transfer or assign the Agreement, wholly or in part, to another party without iBinder's written consent.

iBinder has the right to transfer or assign its rights according to the Agreement, wholly or in part, without the Subscriber's consent. iBinder also has the right to transfer its obligations under the Agreement, either to another company that iBinder is a part of or to a third party, without the Subscriber's consent, unless otherwise explicitly agreed in writing between the Parties.

§ 12 Term of Agreement, notice of termination, etc.

Unless otherwise agreed, either Party may terminate the Agreement or a Product Agreement with one (1) month's written notice.

Either Party has the right to terminate the Agreement or Product Agreements if:

a) the other Party is in material breach of its undertakings according to the Agreement or Product Agreements and does not rectify the breach within 15 days of a written notification addressed to the opposite Party with reference to this section; or

b) the other Party has been declared bankrupt, initiated negotiations for a composition, is subject to a company reconstruction or is otherwise insolvent.

iBinder may terminate the Agreement with 30 days' notice if iBinder's agreement with its main subcontractor for cloud services underlying the Service terminates.

The terminating Party may terminate the Agreement or Product Agreements with effect from the date stated in the notice of termination, but no later than three months from the notice of termination. The notice of termination must be in writing to be valid.

Unless otherwise agreed between the Parties, the Agreement and Product Agreements will expire automatically if the Subscriber is inactive for 12 months. iBinder will delete all information, including the Subscriber's Data, no later than 6 months from the expiry of the Agreement and Product Agreements. As regards deletion of personal data that is processed by iBinder in the capacity as data processor to the Subscriber, Section 14 of Appendix 1 (Data Processing Agreement) will instead apply unless otherwise agreed between iBinder and the Subscriber in writing.

§ 13 Applicable law and dispute resolution

The Agreement and these General Terms and Conditions shall be governed by Swedish law.

Any dispute, controversy or claim arising out of or in connection with this Agreement or the Product Agreements, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm.

However, iBinder shall always have the right to enforce overdue claims through the Swedish Enforcement Authority or in a general court of law.

Appendix 1 to general terms and conditions iBinder.Com
Data processing agreement

This DATA PROCESSING AGREEMENT ("DPA") is entered into between:
1. Subscriber (as defined in the Agreement), ("Controller"), and
2. iBinder AB, reg.no. 556573-1592, Engelbrektsgatan 8, 702 12 Örebro, Sweden ("Processor").
   The above parties are hereinafter each referred to as a "Party" and jointly as the "Parties".

1. BACKGROUND

1.1 The Parties have entered into an agreement under which the Controller subscribes to the Service provided by the Processor (the "Product Agreement"). This DPA regulates the Controller's rights and obligations in its capacity as data controller as well as the Processor's rights and obligations in its capacity as data processor when the Processor processes personal data on behalf of the Controller under the Agreement.

1.2 This DPA constitutes a part of the Agreement. In case of any discrepancies between the Agreement and this DPA, the wording of the DPA shall prevail.

2. DEFINITIONS

2.1 The "Service" shall mean the service or services that the Processor shall provide to the Controller under the Agreement.

2.2 Terms and expressions used in this DPA shall be interpreted in accordance with "Applicable Data Protection Legislation", unless otherwise stated in this DPA.

2.3 The term "Applicable Data Protection Legislation" shall for the purpose of this DPA mean any nationally or internationally binding data protection law that applies to the Parties during the term of this DPA including 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 the Directive 95/46/EC, and any amendments made thereto (the "GDPR").

3. LIST OF APPENDICES

Specification of data processing   Appendix 1
Pre-approved sub-processors   Appendix 2
Information security   Appendix 3

4. INSTRUCTIONS FOR THE PROCESSING OF PERSONAL DATA

4.1 The Controller undertakes to provide written and complete instructions to the Processor regarding the processing of personal data as set forth in Appendix 1.

4.2 The Processor, and any person authorised to perform work on its behalf, undertake to only process personal data in accordance with the written instructions provided to the Processor by the Controller, unless other processing is required by applicable Swedish law or any applicable law of a European Union member state. The Controller's initial instructions to the Processor regarding the subject-matter and duration of the processing, the nature and purpose of the processing, categories of personal data and categories of data subjects as well as technical and organisational security measures are set forth in this DPA and Appendix 1.

4.3 The Controller confirms that the obligations of the Processor as set out in this DPA, including Appendix 1, constitute the complet instructions for the Processor to comply with. All amendments to the Controller's instructions shall be negotiated separately and shall, in order to be valid, be documented in writing and duly signed by both Parties. The Controller is obligated not to, unless agreed between the Parties in writing, let the Processor process other categories of personal data or process personal data regarding other categories of data subjects than those specified in Appendix 1.

5. INFORMATION SECURITY AND CONFIDENTIALITY

5.1 The Processor shall implement appropriate technical and organisational measures to ensure that personal data processed under this DPA is protected against personal data breaches. Furthermore, the Processor shall fulfil its legal obligations regarding information security under Applicable Data Protection Legislation. The technical and organisational measures implemented by the Processor in accordance with this Section 5.1 are set out in Appendix 3.

5.2 The Processor is obligated to ensure that only personnel that directly require access to personal data in order to fulfil the Processor's obligations under this DPA have access to such personal data. The Processor shall ensure that such personnel are bound by an adequate confidentiality agreement.

6. SUB-PROCESSORS AND TRANSFERS TO THIRD COUNTRIES

6.1 The Controller confirms that the Processor may engage sub-processors located inside and outside of the EU/EEA and transfer personal data outside of the EU/EEA. The Processor shall ensure that all approved sub-processors are bound by written agreements that require them to comply with the same data processing obligations as those contained in this DPA. In the event that an approved sub-processor fails to fulfil its obligations under such written agreement, the Processor shall remain fully liable to the Controller for the performance of the sub-processor's obligations.

6.2 The Controller confirms that the personal data may be processed by the sub-processors specified in Appendix 2.

6.3 If the Processor intends to engage a new, or replace a current, sub-processor to process personal data covered by this DPA, the Processor shall, prior to such engagement, inform the Controller thereof and let the Controller object to the engagement. Such objections shall be made by the Controller in writing without undue delay as from the time the Controller receives the information. The Processor shall provide the Controller with any information reasonably requested by the Controller to enable the Controller to assess whether the use of the proposed sub-processor will ensure the Controller's compliance with this DPA and Applicable Data Protection Legislation. If compliance, in the Controller's legitimate opinion, will not be ensured through the engagement of the proposed sub-processor and the Processor, despite the objections of the Controller, wants to engage the proposed sub-processor, the Controller shall have the right to terminate the Agreement without any additional costs. If the objection is not legitimate, the Controller shall not have the right to terminate the Agreement.

6.4 If personal data is transferred to, or made accessible from, a location outside of the EU/EEA, the Processor shall ensure that there is a legal ground under Applicable Data Protection Legislation for such transfer, such as the EU model clauses adopted by the EU Commission. The Controller mandates the Processor to enter into the EU model clauses with sub-processors on the Controller's behalf.

6.5 If the Processor intends to transfer personal data to a sub-processor with the Privacy Shield as legal basis for such transfer (or any legal framework that may replace the Privacy Shield), the Processor shall conduct controls to ensure that the sub-processor has acceded to the Privacy Shield prior to transferring the personal data to such sub-processor.

7. DISCLOSURE OF PERSONAL DATA AND CONTACTS WITH AUTHORITIES

7.1 With the exception of what follows from Section 6 above the Processor shall not, without the Controller's prior written consent thereto, disclose or otherwise make personal data processed under this DPA available to any third party, unless otherwise is required by applicable Swedish law or any applicable law of a European Union member state.

7.2 If a data subject requests information from the Processor regarding the processing of personal data under this DPA, the Processor shall refer such request to the Controller without delay.

7.3 The Processor shall without delay inform the Controller of any contact with the supervisory authority or any other third party that relates, or can be relevant to, the Processor's processing of personal data under this DPA. The Processor may not in any way act on behalf of, or as a representative of, the Controller.

7.4 In the event that the Processor according to applicable Swedish law or any applicable law of a European Union member state is required to disclose personal data that the Processor processes on behalf of the Controller under this DPA, the Processor is obligated to immediately and prior to the disclosure inform the Controller thereof, unless otherwise follows from such legislation, and in conjunction with the disclosure of the requested information, request that the information shall be processed with confidentiality.

8. DATA BREACH NOTIFICATIONS

8.1 The Processor shall without undue delay inform the Controller after becoming aware of any personal data breach.

8.2 Such notification shall, taken into account the nature of the processing and information available to the Processor, at least:

a) describe the nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;

b) include contact details of the Processor where more information can be obtained;

c) describe the likely consequences of the personal data breach; and

d) describe the measures taken, or proposed to be taken, to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

8.3 Where, and in so far as, it is not possible to provide the information referred to under Section 8.2 above at the same time, the information may be provided in phases without undue further delay.

9. OBLIGATION TO ASSIST THE CONTROLLER

9.1 The Processor shall assist the Controller in ensuring compliance with the Controller's obligations under Applicable Data Protection Legislation. The Processor shall thereby:

a) taking into account the nature of the processing, assist the Controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Controller's obligation to respond to requests for exercising the data subject's rights as laid down in Chapter 3 of the GDPR;

b) assist the Controller in ensuring compliance with the Controller's obligations to implement appropriate technical and organisational measures to protect the personal data to ensure a level of security appropriate to the risk;

c) in accordance with Section 8 above assist the Controller with the information, assistance and resources reasonably requested by the Controller to fulfil the Controller's obligation to notify the supervisory authority of any personal data breach;

d) assist the Controller in fulfilling the Controller's obligation to communicate personal data breaches that are likely to result in a high risk to the rights and freedoms of natural persons to the data subjects in accordance with Applicable Data Protection Legislation;

e) assist the Controller in fulfilling the Controller's obligation to carry out data protection impact assessments where the processing under this DPA is likely to result in a high risk to the rights and freedoms of natural persons; and

f) assist the Controller in fulfilling the Controller's obligation to consult the supervisory authority prior to any such processing where a data protection impact assessment indicates that the processing would result in a high risk in the absence of measures taken by the Controller to mitigate the risk.

9.2 When the Processor assists the Controller in fulfilling the Controller's obligations under Applicable Data Protection Legislation according to Sections 9.1 b)-f) above, the nature of processing and the information available to the processor shall be taken into account.

10. AUDIT RIGHTS

10.1 The Controller shall be entitled to take measures necessary, including on-site inspections, to verify that the Processor is able to comply with its obligations under this DPA and that the Processor has in fact taken the measures to ensure such compliance.

10.2 The Processor undertakes to make available to the Controller all information that is necessary to demonstrate compliance with the obligations stipulated in this DPA and enable and contribute to audits, including on-site inspections, conducted by the Controller or an auditor appointed by the Controller, provided that the individuals performing the audit enter into adequate confidentiality agreements.

10.3 In the event that an audit according to this Section 10 shows that the Processor has failed to fulfil any of its obligations according to this DPA or Applicable Data Protection Legislation, the Processor shall without undue delay remedy the deficiency.

11. COMPENSATION

The Processor shall be entitled to compensation for the performance of the work required to comply with the Processor's obligations under Sections 7, 9, 10 and 14 of this DPA in accordance with the Processor's list of rates that applies from time to time.

12. LIABILITY

12.1 If the supervisory authority, data subjects or any other third party directs claims for damages, including administrative fines, toward the Processor because the Controller, contrary to Section 4.1 above, has failed to provide the Processor with complete written instructions for the processing, the Controller shall indemnify and hold Processor harmless from and against any liabilities connected to the Controller's incomplete instructions for the processing under this DPA.

12.2 The limitations of liability set forth in Section 10 of the Agreement shall apply to the Processor's liability under this DPA. The limitations of liability set forth in Section 10 of the Agreement shall not apply to the Controller's liability under Section 12.1 above.

13. TERM OF AGREEMENT

The provisions of this DPA shall apply for as long as the Processor processes personal data under this DPA for which the Controller is data controller.

14. MEASURES UPON COMPLETION OF PROCESSING OF PERSONAL DATA

14.1 Upon expiration of the Agreement, the Processor shall at the Controller's request and at the choice of the Controller, delete or return all personal data, including all copies thereof, that has been processed under this DPA to the Controller or to the entity indicated by the Controller within ninety (90) days after the expiration of the Agreement, unless the Processor is required to process the personal data under applicable Swedish law or any applicable law of a European Union member state.

14.2 Upon the Controller's request, the Processor shall provide a written confirmation of the measures that the Processor has taken regarding the personal data following the termination of the processing as set out in Section 14.1 above.

15. AMENDMENTS TO THIS DPA

All amendments to this DPA shall be in writing and duly signed by both Parties in order to be valid.

16. GOVERNING LAW AND DISPUTE RESOLUTION

16.1 This DPA shall be governed by, and construed in accordance with, Section 13 of the Agreement.

16.2 Any dispute, controversy or claim arising out of or in connection with this DPA, or the breach, termination or invalidity thereof, shall be finally settled in accordance with Section 13 of the Agreement.

Appendix 1
Specification of data processing

Purposes
- Fulfil the Processor's obligations according to the Agreement and this DPA.

Categories of personal data
- Contact details, such as names, addresses, e-mail addresses and phone numbers;
- Data regarding employment, such as employers and job titles; and
- Data regarding apartment numbers, move-in dates, move-out dates and national identification numbers (only relevant for tenants).

Categories of data subjects
- Employees of the Controller;
- Employees of the Controller's suppliers and partners;
- Tenants of the Controller; and
- Tenants of the Controller's customers and suppliers.

Processing activities
- Storage of personal data and all other processing activities that follow from the Agreement and this DPA.

Location of Processing activities
- Sweden, Ireland and the Netherlands.

Information security
- The technical and organisational measures that are set forth in the Agreement and this DPA (including Appendix 3).

Appendix 2
Pre-approved sup-processors

NAME
Microsoft AB including the sub-processors of Microsoft AB listed in
https://www.microsoft.com/en-us/trustcenter/privacy/who-can-access-your-data-and-on-what-terms

LOCATION OF THE PROCESSING (COUNTRY)
Ireland, the Netherlands and the additional locations outside the EU/EES listed in the link above.

Appendix 3
Information security

DATA CENTRAL
iBinder uses Microsoft Azure as solution provider for our data processing needs as well as for data storage.
The contract and solution are load based and scalable. Microsoft Azure is certified for ISO 27001 (Information Security Management) and ISO 27018 (Code of Practice for Protecting Personal Data in the Cloud). For more information see https://azure.microsoft.com.

SECRECY AND DATA LOGS
There is an internal policy for customer secrecy that iBinder support agents follow. For example, a customer or user password is never communicated over the phone. Instead it is sent via e-mail to the address registered on the user account. The iBinder Support agents will not add participants or change participants' access rights in a project without written approval from the project administrator.
No information about ongoing projects and connected participants will be given out by the Support agents without written approval from the project administrator.
All logins to iBinder are logged and can be traced if deemed necessary. Document upload and removal is also logged and can be traced when needed.
A limited number of persons at iBinder AB can access the iBinder servers to perform system maintenance and secure availability and functionality in the iBinder system.

COMMUNICATION
All communication to and from iBinder.com's servers is done by encrypted https traffic, where 128 bit SSL is used for the encryption. Calls to the servers are logged and can be traced if needed.