

## 1. General

1. These terms (the "Agreement") govern the relation between customer ("Customer") and Biner AB, company reg. no. 556689-0397, Lindhagensgatan 126, 112 51 Stockholm, 0771-240800, ("Biner"), with respect to web hosting services as well as other services included by supplemental agreement if such has been entered (together the "Services") in a shared server environment (the "Web Hosting").
2. Customer may be a legal person or natural person of legal age. Customer may not grant or assign the Services (in whole or in part) to anyone without the consent of Biner. Customer may delegate operation and maintenance of webpages etc. to other legal or natural person, without limiting the Customer's liability under this agreement.

## 2. The Services

1. The contents of the Services are specified in a separate order confirmation/invoice and on Biner's webpage. Updates of the contents of the Services are free of charge to all customers.
2. Biner provides free of charge support with respect to the Services. This is provided via email, phone and by information on Biner's webpage.

## 3. Term of Agreement and Termination

1. The Agreement comes into force upon confirmation being issued by Biner. The Agreement will remain in force as long as payment is made for the Services, unless otherwise agreed and specified in the order confirmation.
2. Biner applies The Swedish Distance and Off-Premises Contracts Act (SFS 2005:59) meaning that Customer is always entitled to withdraw from a concluded agreement within 14 days. Biner provides specific information in this respect to Customer in connection with confirmation of the agreement. Please also refer to sections 3:6 and 3:7.
3. Biner applies a 45 days return policy. When utilized, all amounts paid with respect to the Services are refunded. Please also refer to sections 3:6 and 3:7.
4. Biner applies the right of withdrawal and return policy also with respect to legal persons.
5. Biner does not apply any fixed commitment period. The Agreement may be terminated by Customer at any time without specific cause. Following termination, any files stored with Biner through the service will be kept for 2 additional weeks. Please also refer to sections 3:6 and 3:7.
6. Termination is made through Biner's Customer Service Center or the Service's control panel.
7. Customer that would like to utilize the right of withdrawal or return policy, or that would like to terminate the Agreement during a prepaid term for which has already been paid for, must validate its identity through username and password in order for the notification to be effective. Biner confirms the notification immediately and will refund payments within 20 days.
8. Upon premature termination, fees paid in advance are not refunded.

## 4. Domain Names

1. If Customer would like to order domain name services and/or DNS services from Binero special terms of agreement, available at Binero's webpages, apply.

## **5. Fees**

1. Fees for the Services are paid against invoice. Fees are charged in advance or in arrears depending on what is set forth in the description of the Services. Terms of payment and method of payment are set out on the invoice.
2. Binero is entitled to charge interest on overdue payments in accordance with law and statutory charges for reminder letter where payment is not effected in due time. Binero will suspend all of the Services if payment concerning on or more of the Services is not effected upon reminder. Termination of the Services requires active action by the Customer.
3. Customer shall promptly notify Binero if it considers an invoice to be incorrect. If Customer has disputed the invoice within 8 days and provided reasonable cause to dispute the charge, Binero shall grant respite for the payment of the disputed amount until the parties have reached a settlement. Where such settlement has not been reached within 14 days, either party may initiate dispute resolution pursuant to section 10 below.
4. Fee changes are notified of in writing and are not effective until a new term of agreement has come into force.
5. Promotion prices do not affect agreements currently in force.

## **6. Assignments**

1. Customer may assign the Services to another party subject to Binero's consent. Assignment and consent are made in writing and are effective as of the date that consent is granted by Binero. Withdrawing Customer is not liable for obligations accruing after the time of assignment. Succeeding Customer is not liable for obligations that accrued prior to the time of assignment.
2. Binero may, in whole or in part, assign its obligations and rights under this agreement to other company.

## **7. Binero's Obligations**

1. Binero does not exercise any control over the information processed by Customer within the Web Hosting. Hence, Binero is neither liable for the activities on individual webpages or its content, nor direct or indirect damages attributable to Customer's actions. Binero is not liable with respect to any liability of the Customer in relation to third party. Binero is not liable for data loss or any other damage caused by viruses or unauthorized access or unauthorized tampering with Binero's servers.
2. Binero is solely liable for damages caused by the negligence of Binero or the subcontractors of Binero. Binero's liability is limited to direct losses to a maximum amount corresponding to the total fees of the Services during the applicable term of agreement. Compensation is not awarded for loss of profit, or indirect damage, such as reduced production or turnover for Customer or third party.
3. The limitation under section 7:2 does not apply with respect to liability for damages pursuant to mandatory law.
4. Customer that incurs damage due to errors attributable to Binero or the Services must notify this to Binero immediately. Binero does not award any compensation with respect to damages that could have been avoided. Claims for damages shall

be lodged with Binero in writing and be submitted within a reasonable time after the Customer noticed or should have noticed the basis of the claim.

5. Binero has adequate systems for redundant data storage to facilitate data restoration in the event of breakdown, however, Binero does not guarantee the access to data on Customer's webpage and is not liable with respect to loss of data.

## 8. Customer's Obligations

1. Customer is responsible to provide Binero with accurate and efficient contact details during the full term of agreement. Binero is not liable for issues, damages or costs incurred due to inaccurate contact details or where Customer does not take immediate notice of Binero's notifications.
2. Customer is responsible for safe handling of Customer's username and password.
3. Customer is responsible for that information processed by Customer within the Web Hosting (or Customer's activities within the Web Hosting) does not (a) infringe third party's rights, (b) in any other way violates Swedish law, (c) causes serious damage to property, or (d) is evidently indefensible from an ethical point of view.
4. The Web Hosting is exclusively intended for webpage and email use. Binero reserves the right to decide what constitutes illegal or evidently indefensible activities/contents and what amounts to reasonable efforts to guarantee the safety of the Web Hosting. Customer is obliged to take prompt action if Binero requests Customer to remove information within the Web Hosting that in Binero's reasonable opinion is unacceptable.
5. Binero is entitled to check information processed within the Web Hosting in connection with troubleshooting or where there are suspicions of violations of these terms and conditions. Binero is also entitled to remove or move information processed within the Web Hosting with immediate effect where this information is liable to cause damage to Binero's customers, servers or network. This applies even if such damage is caused indirectly where the contents give rise to denial-of-service or illegal attacks from third party.
6. The Agreement may be terminated by Binero if Customer violates the terms of the Agreement. Prior to termination being effected Binero shall, where possible, provide Customer reasonable time to rectify. If the contents or activities of the Customer's webpage cause denial-of-service or other security issues to the Web Hosting, that can be presumed to threaten the functionality of other customers' webpages, Binero reserves the right to immediately – and with no premonition – shut down webpage that causes the issues.
7. Customer that violates this Agreement is not entitled to any refund of paid fees and shall indemnify Binero to the extent possible under Swedish law.

## 9. Unauthorized Use

1. The Customer may not use the Services in violation to the Agreement, applicable law or to promote inappropriate or unethical activities. Information stored within the Web Hosting or otherwise included in the Services may not contain:
  - Information infringing third party's intellectual property rights;
  - Computer viruses or other malicious code;

- Child pornographic, pornographic, discriminating, racist, humiliating, threatening or violent content or other content amounting to unlawful threat, incitement to racial hatred, slander or incitement to illegal actions or activities; or
  - Distribution or the like of unsolicited email (so-called spam) or other dispatches without the recipient's consent.
2. Binero has the right to suspend the Services with immediate effect and take other legal actions where the Customer's use of the Services violates section 9.1 above or where the Customer uses the Services in a way that is liable to cause damage to Binero.

## **10. Miscellaneous**

1. Binero process personal data in accordance with applicable personal data legislation for the purpose of performing the parties' Agreement. Binero is data controller with respect to the personal data processed by Binero. Binero takes appropriate technical and organizational measures in order to protect personal data. The Customer may at any time contact Binero's Customer Service Center in order to obtain further information as to Binero's processing of personal data and to rectify any inaccurate personal data.
2. Each party to this Agreement shall be relieved from liability for damages and other sanctions where performance of the Agreement is prevented or obstructed by reason of any circumstance beyond the control of the party, such as war, government intervention, break-in, seizure, general restrictions, labor disputes, accidents, unfavorable transport or weather conditions, non-approved concessions, restrictions on energy or default in deliveries from subcontractors that party could not have reasonable foreseen at the time of concluding the Agreement and the consequences of which party could not have avoided or overcome. If performance of the Agreement has been prevented to a material extent for more than one month due to circumstances as stated above, each party is entitled to in written form withdraw from the Agreement without liability.
3. Binero is entitled to change these terms and conditions, effective 30 days after publication. Changes of the terms of Agreement are published in writing, by email, to all customers. Customer that does not accept the new terms is entitled to terminate the Agreement immediately pursuant to section 3.5.
4. Disputes with respect to the interpretation or application of the Agreement shall be settled by Swedish courts in accordance with Swedish law, whereby Stockholm district court shall be the first instance.