

## General terms & conditions, Version 22/03/2018

By ordering and using our services you confirm that you accept the following General terms & conditions and thereto associated Personal Data Processor Agreement.

### 1 The supplier's undertakings

The supplier, TellusTalk AB, undertakes, on behalf of the customer, to:

- 1.1 Provide the Subscription.
- 1.2 Provide free-of-charge support regarding errors/faults and/or downtime in the supplier's services.
- 1.3 Have and maintain confidentiality agreements with all members of staff who come into contact with the customer's messages.
- 1.4 Follow PUL (the Swedish Personal Data Act) and GDPR (the EU's General Data Protection Regulation) in all respects and without reservations.
- 1.5 Comply with the provisions of the Personal Data Processor Agreement and its sub-appendices when it comes to the processing of personal data in the Services.

### 2 The customer's undertakings

- 2.1 The customer is responsible for ensuring that the codes which are used in conjunction with utilisation of the Subscription are not misused and do not fall into the wrong hands. The customer is obligated to contact TellusTalk immediately if the customer suspects that a non-authorized person has gained access to the password or the account.
- 2.2 The customer does not have the right to transfer or assign the Subscription to a third party.
- 2.3 The customer is responsible for the parties who are set up as users and for their and/or the account's timeliness.
- 2.4 The customer undertakes to abide by the provisions on acceptable use set out below.

### 3 Acceptable use

- 3.1 The customer shall use the Services in accordance with the terms & conditions as well as relevant laws and regulations. The customer shall also follow TellusTalk's instructions or terms & conditions when these are updated for the Services. Such instructions are sent to the customer when they are updated.
- 3.2 The customer is responsible for ensuring that the content in the traffic (SMS, fax, email and text-to-speech messages) is compliant with applicable laws and regulations in each country in which the traffic is to terminate, and that the traffic can lawfully be sent to recipients in such country.
- 3.3 The customer is solely responsible for all content and undertakes to analyse and critically assess the content before it is sent, published, distributed or in some other way processed through the Services.
- 3.4 The customer should be aware that they own or have the relevant rights to all content they choose to use (which includes all types of images and videos). These rights must include the right to publish, reproduce, modify or similarly utilise the content through and in relation to the Services.

- 3.5 The customer shall not, under any circumstances:
1. Advocate or support illegal activity;
  2. Discriminate on the basis of lineage, ethnicity, nationality, religion, age, gender, sexual orientation, disability or medical condition, or in some other way express oneself in a derogatory, prejudicial, defamatory, threatening, inappropriate, vulgar, dishonest or sexually offensive manner;
  3. Include information or data which the customer does not have the right to share according to applicable law, or which is in violation of other agreements or positions of trust (for example company secrets or confidential information concerning or obtained through business relations, or relationships to employees or other duties of confidentiality).
  4. Send or arrange the distribution of spam.

## 4 Access to the Services

- 4.1 TellusTalk reserves the right to block the customer's access to the Services at any time if TellusTalk has reason to believe that the customer has violated the terms & conditions in this agreement, or if a security risk exists.

## 5 Limitation of liability

- 5.1 TellusTalk is not in any way liable for any loss or damage or other inconvenience suffered by the customer as a result of an error/fault in TellusTalk's services. The supplier is only liable to compensate the customer if it can be shown that the supplier has caused the customer damage or financial loss due to gross negligence. TellusTalk's liability to the customer in relation to such damage or loss is limited to a maximum amount equivalent to the amount of the invoice which relates to the period in question.
- 5.2 The limitation of liability described above also applies after termination of the Agreement.
- 5.3 TellusTalk's services are to some extent dependent on third parties, for example Internet providers and telecoms operators. TellusTalk can in no way be held liable for any errors/faults on the part of such a third party.
- 5.4 Force Majeure: Neither the customer nor TellusTalk can be held liable for events or circumstances which are beyond the reasonable control of the customer or TellusTalk.

## 6 Invoicing terms

- 6.1 The customer is invoiced for fixed and variable subscription fees on a monthly basis. Subscription fees relating to the current month are invoiced at the beginning of the month. The fixed fees are invoiced in advance, while the variable fees are invoiced in arrears. An invoicing fee is charged for a printed (paper) invoice.
- 6.2 Payment terms are 30 days net after receipt of a correct invoice.

## 7 Agreement period and termination of agreement

- 7.1 The date on which the Services are commenced is according to agreement, and the Services are thereafter provided until further notice, or until the agreed termination date is reached.
- 7.2 A notice period of 30 days applies.

## 8 Changes

- 8.1 TellusTalk has the right to change this Agreement without prior approval from the Customer. The Customer will be informed of such changes which are of material disadvantage to the Customer, and such changes come into effect thirty (30) days after the date on which the Customer has been notified of the change, or on some later date as specified by TellusTalk.

## 9 Notifications

- 9.1 TellusTalk provides notifications to the Customer via the Services, or by way of letter to the address which has been advised by the Customer, or via email to the email address which has been advised by the Customer, or in some other way which has been agreed between the parties.
- 9.2 A notification to a Customer concerning a change to the terms & conditions, as well as any other notification according to the Agreement, shall be deemed to have been received by the Customer no later than three (3) days after the date on which the notification was sent by post to the most recent address advised in writing by the Customer to TellusTalk. A notification which is provided in the Service or which is sent via email to the most recent email address advised by the Customer to TellusTalk, shall be deemed to have been immediately received by the Customer.
- 9.3 The Customer is obligated to notify TellusTalk of any changes/updates in relation to the Customer's postal address, email address or other contact details which have been provided to TellusTalk.

## 10 Applicable law and dispute resolution

- 10.1 The parties' rights and obligations in relation to the interpretation and application of the Agreement shall be determined in accordance with Swedish law.