

General terms for the service

**Applies from 2018-05-25, to
2020-12-01.**

1. General

For detailed information about Kivra's processing of personal data, refer to [this page](#).

These general terms and conditions apply when Kivra Sverige AB, org. no. 556917-3544, with address Vattugatan 17, 111 52 Stockholm, or another company within the same group as Kivra Sverige AB ("Kivra") provides individuals ("Private Users") and businesses ("Business Users") - collectively "Users/You" - one or more digital services with a digital mailbox to, among other things, receive, manage, transfer, and store electronic messages and consignments ("Service") including any other features and services that Kivra may offer from time to time ("Additional Services"). When the term "Service" is used in these general terms and conditions, it also refers to additional services, unless otherwise stated in the relevant provision or context in which the term appears. Please note that special terms may apply to the provision of certain additional services, see section 3 below. To access such additional services, users must accept the special terms applicable to the additional service. The special terms and any other written agreements regarding the service and additional services between Kivra and a user together with these general terms and conditions constitute the agreement between Kivra and the user ("Agreement").

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A user who chooses to register to use the service also commits to following these general terms and any other rules and instructions that Kivra may publish via the service from time to time. A user is also obligated to comply with applicable laws, regulations, government decisions, as well as generally accepted ethical and moral values when using the service.

2. The Service

2.1 Registration

Users order the service by applying for registration of an account with Kivra via one of the registration options that Kivra offers from time to time.

All individuals with a Swedish personal identification number can apply for registration of an account with Kivra. For a private user's application for registration of an account to be approved by Kivra, the person must be at least 18 years old, or the person's registration can be approved by the user's parent/guardian. A private user who has a sole proprietorship also receives e-deliveries (see definition under section 2.3 below) for their sole proprietorship in the same digital mailbox. The reason is that in these cases, the organization number is the same as the user's personal identification number.

For companies, only authorized signatories ("Firmatecknare") according to the signing authority registered with the Swedish Companies Registration Office ("Bolagsverket") (this applies to limited companies, partnerships, limited partnerships, and economic associations) can apply for the service. The service can be subscribed to by companies that have signing rules supported by responsible government agencies' registration services. An agreement about the service shall be deemed to have been entered into between the user and Kivra once the registration is completed, and the account is approved. The service is free for users.

2.2 Access

Access to the service is provided through one of the access options that Kivra informs about from time to time via the service.

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The user is aware of and consents to the service being used in conjunction with and accessed through external services offered by companies that Kivra collaborates with. Kivra is not responsible for providing such external services or for the content or outcome of such external services.

2.3 Receiving Electronic Correspondences

The service entails that Kivra, following the approved registration of a user's account, among other things, mediates electronic messages and shipments, including any invoices ("E-deliveries"), to the user's digital mailbox from companies, organizations, authorities, municipalities, and others who have chosen to connect to Kivra ("Senders"). A more detailed description of the service and its functions is available via the service.

To receive e-deliveries from authorities and municipalities, the user must also register as a user of the service "Mina Meddelanden" (My Messages), see the terms description on digg.se. This is done automatically upon registration with Kivra. By being connected to "Mina Meddelanden", the user agrees to receive e-deliveries from authorities and municipalities that are connected to or will connect to "Mina Meddelanden".

Kivra continuously informs senders that users wish to receive e-deliveries in their digital mailbox. Users can at any time notify Kivra that they no longer wish to receive e-deliveries from one or more senders. After such notification, the user may continue to receive e-deliveries from the respective sender for a maximum of fifty-two (52) days

2.4 Authorization

Within the scope of the service, a private user can choose to share their mailbox with another user, thus granting them reading rights. However, for the other user to access the private user's digital mailbox, they must log in with electronic identification (e-legitimation) and accept the sharing. The sharing can be revoked by the private user at any time. Authorized signatories (or other corporate users granted such authority) can grant access rights to parts or the entire company's mailbox to another person, thereby providing them with reading and/or management rights.

Certain management of the company's mailbox requires approval from an authorized signatory. Information about such management can be found within the service. Business users with management rights for the company's mailbox can create new access rights and revoke issued access rights whenever they wish. Authorized signatories always have access rights to the company's mailbox.

2.5 Kivra's Communication with Users

Kivra may send emails or SMS messages to – or communicate via the service with – users regarding the service, information about changes in the service, and information about new features. This communication is considered an integral part of the service, meaning it cannot be opted out of.

2.6 Receipt of and Responsibility for E-deliveries

An e-delivery is considered received by a user when the e-delivery is made available to the user in their digital mailbox. Senders are responsible for the content of the e-deliveries. Users are responsible, in the same way as for physical mail, for accessing the content of the e-delivery.

2.7 Storage

Electronic documents, including but not limited to e-deliveries, are stored for the duration of the time the user has an approved account registered with Kivra. During this time, the user is responsible for which electronic documents, including but not limited to e-deliveries, they choose to delete. The messages that are deleted will no longer be accessible to the user. Upon suspension or termination of the service for a user as described in section 11 below, all of the user's electronic documents, including but not limited to e-deliveries, stored within the service, will be deleted after forty-five (45) to fifty-two (52) days.

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3. Additional Services

Kivra has the right to introduce and offer additional services at any time. Additional services refer to services whose use is voluntary for users and whose purpose is other than the mediation, provision, storage, and administration of e-deliveries. Users automatically gain access to such additional services provided at no cost to the user and do not require the user's consent. Kivra informs the user via the service when such additional services are introduced. Additional services offered for a fee or requiring the user's consent are also communicated to the user via the service. The user chooses whether to add such additional services or not. As stated above, special terms may apply to the provision of certain additional services.

4. Change in the Service

Kivra has the right to make changes to the service at any time. Changes may involve alterations to the technical solution for the service and/or the service's design and layout and may result in the cessation, modification, or addition of certain features and/or changes to the technical prerequisites for accessing the service. However, the changes will never affect the content of a user's digital mailbox. Kivra is also responsible for the ongoing information security of the service. If changes to the service are not approved by a user, the user always has the right to terminate the agreement as described in section 11.1 below.

5. Availability

The service is normally available 24 hours a day, seven (7) days a week, year-round. However, Kivra does not guarantee and is not responsible for the service being free from any errors, delays, and/or interruptions. Kivra reserves the right to temporarily suspend the provision of the service at any time for service purposes, such as bug fixes, maintenance, and upgrades. Kivra is not responsible for updating the service's access rights.

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6. User's Responsibilities for Access to the Service, etc.

The user is responsible for:

Having the necessary connections and equipment for the service, including a functional internet connection and digital devices and browsers that enable access to the service. The accuracy of the information provided during registration and use of the service and any additional service.

Continuously updating their contact information to ensure that it is correct at all times and to ensure that the user has access to the specified contact information and that it is functional for receiving information from Kivra.

Storing personal and user-specific information such as user identity and password or other documents, certificates, or devices that can be used to access the service securely and not disclosing them to any unauthorized persons. If a user suspects that such information has been obtained by an unauthorized person or is otherwise being misused, the user is obligated to immediately take action to restrict access to the service and inform Kivra of the situation that has arisen.

Business users and their authorized signatories are also responsible for:

Keeping their access rights updated in the service.

Continuously accessing e-deliveries in the capacity of a business user, even if the service has been terminated for private us

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7. User's Responsibilities for the Use of the Service

The user is responsible for activities undertaken by the user and any other users to whom the user has granted reading and/or management rights.

Thus, the user is responsible, among other things, for any transfer of information and electronic documents, including but not limited to e-deliveries, undertaken by the user within the scope of the service.

The user is responsible for ensuring that the electronic documents saved in the service do not violate Swedish legislation.

The user may not use the service in such a way that Kivra or others are adversely affected or harmed. Therefore, the user may not, for example, handle electronic documents, including but not limited to e-deliveries, via the service that infringe on third-party rights or may be perceived as offensive or objectionable, such as presentations containing hateful, threatening, or pornographic content, or that incite violence or hate speech against ethnic groups.

If Kivra suspects that a user is using the service in violation of this section, Kivra has the right, without prior notice to the user, to delete and/or prevent the user from transferring information and/or electronic documents, including but not limited to e-deliveries, and the right to suspend the service for the user and terminate the agreement with the user with immediate effect, see further section 11.2 below.

8. Processing of Personal Data

8.1 For Users

In order to fulfill this agreement with you as a user and provide the service to you, Kivra needs to collect and process certain personal data about you in accordance with the information about Kivra's processing of personal data that you can find here. It is important that you read the information and ensure that you are comfortable with how we process your personal data.

If you do not want the personal data to be processed as described in the information, or if you want the data to be deleted, you must deregister from the service. Deregistration means that the service will no longer be available to you according to section 11 below. You can rest assured that Kivra always takes the utmost care of your privacy and handles your personal data with great caution and care.

8.2 For Users who are also Business Users

When an e-delivery reaches a business user's mailbox, Kivra acts as a data processor to the business user for the storage and any other processing of the personal data contained in the e-deliveries. The business user is the data controller for these processing activities and is responsible for ensuring that data processing agreements are established with Kivra.

9. Liability and Limitation of Liability

Kivra is not liable for any damages arising from the user providing incorrect information during registration or management of the user's digital mailbox.

Kivra only reimburses users for proven and reasonable costs incurred as a direct result of negligence on Kivra's part. However, Kivra does not compensate users for indirect costs, damages, or losses, such as loss of profit or other consequential damages, unless Kivra has acted intentionally or with gross negligence.

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This means, for example, that Kivra is not liable for damages such as data loss or loss of profit resulting from interruptions in the availability of the service.

Notwithstanding the above, Kivra's total liability towards a user during any twelve-month period is limited to an amount corresponding to one-fourth (25%) of the current base amount according to the Social Insurance Code (2010:110).

Users are required to submit claims for compensation to Kivra within three (3) months after the damage is discovered or should have been discovered. If a user fails to do so, the user forfeits the right to make the claim.

The rights granted to a consumer under applicable Swedish law are not limited by what is prescribed regarding Kivra's liability and limitation of liability.

10. Force Majeure

Kivra is exempt from liability or other responsibility if damage or failure to act is due to an obstacle beyond Kivra's control that Kivra could not reasonably have expected and the consequences of which Kivra could not reasonably have avoided or overcome, including but not limited to war, natural disasters, lockout or other labor disputes, fire, interruption in energy supply, and interruption in electronic data processing caused by the above. The same applies if Kivra's subcontractors are affected by obstacles as referred to in this section.

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11. Suspension and Termination of the Service

11.1 User's Rights

A user has the right to terminate the agreement at any time by notifying Kivra that the user wishes to deregister their account. After termination, the user may continue to use the service for a limited period, including receiving and reading e-deliveries that the sender had already planned for delivery via the service at the time of termination. The service is terminated for the user, and the agreement ceases when the relevant senders have been informed of the termination and have been given the opportunity to change the delivery method for deliveries to the user, no later than fifty-two (52) days from Kivra receiving the user's termination notice.

11.2 Kivra's Rights

Kivra has the right, through written notice to the user, to wholly or partially terminate the service for a user and terminate the agreement immediately if the user breaches their obligations under the agreement or violates any law, authority decision, or given instructions.

Furthermore, Kivra has the right, through written notice to the user, to wholly or partially terminate the service for a user and terminate the agreement with three (3) months' notice to the user.

Kivra also has the right, without observing a notice period, to wholly or partially terminate the service for a user and terminate the agreement if the user has not used the service for a period of one (1) year or if the registration of an account has not been completed within three (3) months.

Kivra reserves the right to terminate and delete data in the service for accounts where no login has occurred for 12 months or more, resulting in the access to the service for that account being blocked.

Kivra may, but is not obligated to, in connection with termination or discontinuation of the service, offer users an additional service that involves Kivra assisting in transferring a user's electronic documents, including but not limited to e-deliveries, to a digital mailbox, archive service, or comparable storage space provided by another provider.

11.3 Death

In the event of death, Kivra reserves the right to terminate the service and delete data in the service for the deceased user after fifteen (15) months from the date of death.

12. Privacy

Kivra shall observe privacy regarding electronic documents, including but not limited to e-deliveries, handled via the service and shall not improperly access the content or disclose such documents to unauthorized persons. However, Kivra reserves the right to disclose information that Kivra is obligated to disclose or provide according to the law.

13. Intellectual Property Rights

All rights, including but not limited to all intellectual property rights, to the Service including the technical solution and any content therein provided by Kivra, belong to Kivra or its rights holders and are protected by law.

14. Changes to Terms

Kivra reserves the right to change and/or supplement these general terms and/or the special terms for additional services at any time. Changes to terms shall be communicated to users in a manner determined by Kivra, at least one (1) month before the change takes effect. However, Kivra always has the right to immediately make such changes and additions that are prompted by law, regulation, or authority decision. If changes and additions are not approved by a user, the user always has the right to terminate the agreement under section 11 above.

15. Assignment and Subcontractors

Users may not assign this agreement, or their rights and obligations under this agreement, without prior written consent from Kivra.

Kivra has the right to assign this agreement, or its rights and obligations under this agreement, in whole or in part, to companies within the same group as Kivra.

Kivra has the right to engage subcontractors to fulfill its obligations under the agreement. In these cases, Kivra ensures that necessary regulations regarding, for example, the handling of personal data are included in the agreements between Kivra and the subcontractor.

16. Choice of Law and Dispute Resolution

The agreement is governed by Swedish law. In the event of a dispute concerning the interpretation or application of the agreement, Kivra and the user shall first attempt to reach an agreement.

Otherwise, the dispute shall be settled by a court of general jurisdiction.

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