

GENERAL TERMS AND CONDITIONS FOR SENDERS

1. GENERAL

- 1.1. By accepting these general terms and conditions ("**General T&C**") companies, organisations, authorities, municipalities and other entities that have directly or indirectly chosen to connect to Kivra ("**Senders**") are given access to certain services described herein, which are directly or indirectly provided by Kivra Sverige AB, Reg. No. 556917-3544, or another company in the same group as Kivra Sverige AB ("**Kivra**"). Kivra and the Sender are referred to separately as "**Party**" and jointly as the "**Parties**".
- 1.2. Kivra provides a service that allows Senders to transmit electronic messages and other digital correspondences ("**E-Correspondences**") to private individuals and companies that have a user agreement with Kivra for a digital mailbox ("**Users**"). The service by which E-Correspondences are sent to a User's digital mailbox, which is described in this section and is specified in more detail in [Appendix 1](#), is hereinafter referred to as the "**Communication Service**".
- 1.3. In addition to the Communication Service, Kivra provides a number of other services that are specified in [Appendix 1](#) ("**Additional Services**"). The Additional Services and the Communication Service are hereinafter collectively referred to as the "**Services**". E-Correspondences and other mailings carried out by Senders via the Services are hereinafter collectively referred to as "**Content**".
- 1.4. Provided that the Sender fulfills its obligations in accordance with these General T&C, Kivra will directly or indirectly provide the Services to the Sender in the manner described herein.
- 1.5. Along with the following documentation, these General T&C constitute the overall regulation of the transactions between the Parties pertaining to the Sender's usage of the Services:
 1. [Appendix 1](#): Service description ("**Service Description**") and special terms and conditions for the Additional Services ("**Special T&C**")
 2. [Appendix 2](#): Kivra's code of conduct for business partners ("**Code of Conduct**")
 3. [Appendix 3](#): Data processing agreement ("**Data Processing Agreement**")

Unless otherwise stated in these General T&C, the appendices take precedence to the extent that they contain specific regulations.

2. ACCESS TO THE SERVICES

- 2.1. In order for the Sender to gain access to the Services, the Sender is required to:
 - connect to Kivra through a technical integration via Kivra's API as detailed in the developer documentation on <https://developer.kivra.com> ("**API**") either (i) directly with Kivra; or (ii) via a Kivra partner ("**Partner**"); and
 - sign an agreement (including these General T&C) regarding the usage of the Services, either (i) directly with Kivra; or (ii) with a Kivra partner that resells Kivra's Services (a "**Reseller**").
- 2.2. The Sender is responsible for taking necessary measures and having other relevant and necessary agreements in place to enable the integration and use of the Services.
- 2.3. These General T&C apply when the Sender uses the Services, regardless of how the Sender has chosen to connect to Kivra.

3. USAGE OF THE SERVICES

- 3.1. The Sender must only use the Services within the scope of the Sender's business, for the purposes and to the extent stipulated in these General T&C.
- 3.2. The Sender is liable for the legality and accuracy of all the Content that is transmitted via the Services, and that the Sender has the requisite rights, permits, licenses and similar required to transmit Content via the Services. When using the Services, the Sender must comply with applicable laws, regulations, rules and official decisions and adhere to any instructions as notified by Kivra from time to time. The Sender also undertakes to comply with Kivra's Code of Conduct ([Appendix 2](#)).
- 3.3. The Services must only be used to transmit relevant and personal communication. Unless otherwise agreed in writing, the Sender must only use the Services to transmit Content to Users with whom the Sender has a professional relationship. The Sender is responsible for providing sufficient information about its usage of the Services to its Users.
- 3.4. The Sender must not use the Services to transmit Content that contains advertising, offers or other marketing without a written agreement from Kivra to do so.
- 3.5. The Sender must not use the Services in any way that causes Kivra, Users or any other party inconvenience or damage. This includes, but is not limited to, the Sender being forbidden to transmit Content that infringes on the rights of third parties, or that can be perceived as offensive or indecent, such as materials with hateful, threatening or pornographic content, or that incites acts of violence, agitation against an ethnic group or other criminal activity.

- 3.6. E-Correspondences must contain relevant personal information, which means that they cannot solely refer Users to external websites where they can find the relevant information.
- 3.7. Metadata that is linked to an Electronic correspondence, with the exception of contact and identification information that is required to send E-Correspondences, must not contain information that constitutes direct personal data.
- 3.8. The Sender must not use the Services in any way that enables the Sender to be notified, for example via a read receipt, when a User reads or interacts with the Content or any other component of the Services. Furthermore, Senders must not use the Services to create or verify their own registers, for example by collecting User email addresses.
- 3.9. The Services must not be used to issue or confirm a User's identity via Kivra's login, so called ID switching. ID switching is when the Sender uses a secure identity, e.g. via Mobile BankID to issue a new identity that can be used independently, such as, but not limited to logging in to other web services or applications.

4. PERSONAL DATA

- 4.1. Personal data processing that takes place through Kivra's provision of the Services, which Kivra performs on behalf of the Sender in the capacity as the Sender's data processor, is regulated by the Data Processing Agreement and any pertaining appendices ([Appendix 3](#)). Any such processing is only relevant to the extent that the Sender uses a specific Additional Service.
- 4.2. When the Sender is a data controller and has an agreement for integration with Kivra via a Partner pursuant to section 2.1 above, Kivra will process personal data on behalf of such Partner and thereby act as a sub-processor to such Partner.
- 4.3. Other personal data processing that each Party carries out in connection with providing and using the Services is performed by each Party as a sole data controller. Each Party is thereby wholly responsible for ensuring that such processing is carried out in accordance with applicable data protection legislation including the EU General Data Protection Regulation, GDPR.

5. SPECIAL T&C FOR ADDITIONAL SERVICES

- 5.1. Appendix 1 contains a description of all of the Additional Services, along with Special T&C for each Additional Service.
- 5.2. The Sender must use the Additional Services in accordance with these General T&C and the Special T&C.

6. PRICES AND PAYMENT

Prices and payment terms for the Services are stated in a separate agreement with Kivra or with a Reseller, in accordance with sections 2.1 – 2.2 above.

7. MARKETING AND COMMUNICATION

The Parties understand and accept that once the Sender connects to Kivra, this will become public knowledge when the Services start to be used. The Sender authorises Kivra to market and communicate information about the Sender's use of Kivra (for example by displaying the Sender's logo in the digital mailbox and on Kivra's website).

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. All rights, including but not limited to all intellectual property rights, to the API and the Services as well as the technical solutions, software and other materials included and supplied by Kivra, are the property of Kivra or its rights holder.
- 8.2. Under these General T&C, the Sender obtains a non-exclusive right to use the Services in accordance with the terms and limitations provided by these General T&C and the Special T&C.
- 8.3. Kivra is responsible for ensuring that the Sender's use of the Services in accordance with these General T&C and the Special T&C do not entail any infringement of intellectual property rights of third parties. If any third party should make a claim that the Sender's use of the Services entails an infringement of a third party's intellectual property rights, Kivra is to defend the Sender and reimburse the Sender for the compensation and damages the Sender may be liable to pay due to settlement or a court decision.
- 8.4. Kivra's obligation to compensate the Sender pursuant to section 8.3 is only applicable provided that (i) the Sender immediately notifies Kivra in writing of the claim; (ii) Kivra is given full control and authority in the defense and negotiation of the claim; (iii) the Sender has not admitted to anything, agreed to any settlement or in any other way affected Kivra's chances of defending or negotiating a settlement regarding the claim; and (iv) to the extent reasonable, the Sender assists Kivra in any defense or negotiation regarding the claim. A prerequisite to Kivra's obligation to indemnify the Sender, in accordance with this section, is that the Sender must have installed all updates that Kivra has made available to the Sender, provided that the use of such updated version would have prevented the infringement. Kivra has no obligations under section 8.4 herein if any claim in any way (a) is due to the Sender's negligence or intentional actions, or is a result of (b) usage of the Services in a manner that contravenes the General T&C.
- 8.5. The Sender does not have the right to copy, translate, modify or decompile the API or the Services, nor perform so-called reverse engineering.

9. TROUBLESHOOTING

- 9.1. Error reports must be sent via a channel for sender support designated by Kivra or the Reseller. If a failure is reported to Kivra and the failure originates with another party than Kivra, Kivra may refer the Sender to that third party.

10. LIABILITY

- 10.1. The Sender's right to compensation under these General T&C is limited to direct damages and a total amount per calendar year equivalent to the lowest of: (i) the invoiced amount during the preceding 12-month period; and (ii) five (5) price base amounts, in accordance with the Social Insurance Code (2020:110). Under no circumstances will Kivra be liable for indirect damages. The limitation of liability under this section is not applicable to any infringements in accordance with section 8.3 nor to gross negligence or intent.
- 10.2. Any claims for compensation made against Kivra must be submitted no later than three (3) months after any damage has been detected or should have been detected. If the Sender fails to do this, the Sender loses its right to claim for any damages and compensation.
- 10.3. If the Sender uses the Services via a Reseller, any claims for damages related to failures in the Services must be sent to that Reseller. In such cases, the Sender does not have the right to make any claims against Kivra, regardless of the provisions of this section 10.

11. FORCE MAJEURE

- 11.1. A Party is exempted from liability for damages or other responsibilities if damage or failure to act is due to an obstacle outside the Party's control that the Party could not reasonably have been expected to anticipate and whose consequences the Party could not reasonably have avoided or overcome.
- 11.2. Obstacles outside of a Party's control include, for example, war, riots, failures or interruptions in the Services caused by flooding or harsh weather, nationwide labor conflicts, pandemics or epidemics, failures or interruptions in communications networks, interruptions in energy supply, and amendments to laws and regulations as well as actions or neglect on the part of authorities. The same applies if a subcontractor to a Party is affected by such obstacles.

12. DURATION AND TERMINATION

- 12.1. These General T&C apply from the date they are accepted by the Sender and once the other items in section 2.1 have been fulfilled.
- 12.2. These General T&C apply until further notice and will cease to apply immediately and without any prior notice when any of the sections in section 2.1 are no longer fulfilled.
- 12.3. In addition to the aforementioned, Kivra has the right to immediately discontinue the Sender's access to, and usage

of, the Services and terminate these General T&C with immediate effect if the Sender uses the Services in breach of these General T&C, or if Kivra for any reason finds that the Sender's continued usage of the Services involves or risks involving damage, obstacles or a negative impact on Kivra or the Services.

- 12.4. The Sender's access to and right to use the Services will immediately expire if the General T&C expire.

13. CONFIDENTIALITY

- 13.1. "**Confidential information**" includes all information – of either a technical, commercial or other nature – in both oral or written format, with the exception of information that; (i) is public knowledge; (ii) becomes public knowledge through other means than either Party's breach of this confidentiality undertaking; (iii) either Party can show that the Party was already aware of before the Party received the information within the scope of these General T&C; or (iv) is independently developed by a Party without the use of Confidential Information. Unless the Party can demonstrate otherwise, all information to which a Party gains access as a consequence of these General T&C is presumed to be Confidential Information.
- 13.2. Neither Party is permitted to disclose Confidential Information to third parties, for the duration of these General T&C or thereafter, which a Party has received from the other Party, nor to use such Confidential Information for any other purposes than those necessary to fulfill the Party's obligations under these General T&C. A Party is, however, permitted to disclose Confidential Information to (i) professional advisers and insurance companies; (ii) other companies within the same group; and (iii) authorities that require the Party to provide Confidential Information according to law. Furthermore, Kivra is permitted to disclose Confidential Information to third parties if Kivra deems that this is required so that Kivra can ensure that a Sender fulfills its obligations to Kivra.
- 13.3. With the exception of 13.2 (iii) above, each Party undertakes to ensure that staff and any third parties who gain access to Confidential information are bound to keep such Confidential information secret under the same premises as the Parties themselves, in accordance with these General T&C.
- 13.4. The Parties' obligations under this section 13 shall continue to apply for five (5) years after the expiration of the General T&C. When these General T&C expire, each Party undertakes to return or destroy, in accordance with instructions from the other Party, all Confidential Information that the Party has, with the exception of such information that the Party is obliged to retain under applicable law.

14. USAGE BY THIRD PARTIES

14.1. The Sender must not allow third parties to use the Services directly or indirectly or transmit Content on behalf of any other party, unless (i) the company is part of the same group; (ii) the Services are used for sending payslips that a third party has been engaged to produce; or (iii) this has been agreed in writing between the Parties.

14.2. If the Sender is given the right to allow a third party to use the Services or transmit Content on behalf of another party, the Sender is wholly responsible for such third party under the same premises as itself, including compliance with these General T&C.

15. ASSIGNMENT

15.1. The Sender is not permitted to transfer any rights or obligations under these General T&C without prior written consent from Kivra.

15.2. Kivra has the right to fully or partially transfer these General T&C or its rights and obligations under these General T&C to companies in the same group as Kivra. Furthermore, Kivra has the right to engage subcontractors to fulfill its obligations under these General T&C.

16. ADDITIONS AND AMENDMENTS

16.1. Kivra aims to continuously develop and improve the Services. Kivra therefore reserves the right to continuously introduce new services and features and otherwise make amendments and updates to the Service description and the pertaining Special T&C that Kivra finds necessary, without giving the Sender prior notification.

16.2. Kivra reserves the right to amend and/or make additions to these General T&C at any time. The Sender will be notified of such amendments to the General T&C in a manner decided by Kivra at least thirty (30) days before the amendment takes effect. If a Sender does not accept amendments and additions, the Sender has the right to terminate these General T&C.

16.3. Notwithstanding the above, Kivra has the right to make amendments and additions to these General T&C with immediate effect if they (i) are required by law, regulations or official decisions; or (ii) neither reduce the Sender's rights nor increase the Sender's obligations.

17. GOVERNING LAW AND DISPUTE RESOLUTION

17.1. These General T&C are subject to Swedish law.

17.2. Any dispute, controversy or claim arising out of or in connection with these General T&C, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Stockholm Chamber of Commerce Arbitration Institute (the "**SCC**"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances,

that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of the arbitration shall be Stockholm.