

# General Terms for the Service

**Valid from 2022-04-30 until  
2023-11-24**

## 1. General

These general terms and conditions apply when Kivra Sverige AB, org. no. 556917-3544, or another company within the same group as Kivra Sverige AB ("Kivra"), provides individuals ("Private Users") and businesses ("Business Users") – collectively "Users/You/Your" – one or more digital services and features, including but not limited to a digital mailbox for receiving, managing, transferring, and storing digital messages, shipments, and receipts ("Service") including any other features and services that Kivra may offer from time to time ("Additional Services"). The term "Service" also includes additional services, unless otherwise expressly stated in these general terms and conditions or in the specific terms for the respective additional service. Note that specific terms may apply to the provision of certain additional services, see section 3 below. To access such additional services, users must accept the specific terms that apply to the additional service. The specific 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").

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 obliged to comply with applicable laws, regulations, and government decisions when using the service.

## 2. The Service

## **2.1 Registration**

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

All individuals with a Swedish personal identity number and e-identification supported by Kivra can apply for registration of an account with Kivra. For a user's application for account registration to be approved by Kivra, the person must be at least 18 years old or their registration must be approved by the user's parent/guardian.

A user with a sole proprietorship also receives electronic correspondences (see definition in section 2.2 below) to their sole proprietorship in their digital mailbox. The reason is that the organization number in these cases is the same as the user's personal identity number.

An agreement regarding the service is considered to have been entered into between the user and Kivra once the registration is completed by the user. The service is provided at no cost to the user and is available after registration.

## **2.2 Receiving Electronic Correspondences**

The service entails that Kivra, after entering into the agreement, among other things, receives electronic messages and correspondences including invoices and digital receipts ("Electronic correspondences") to the user's digital mailbox from the 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 on Kivra's website. To be able to receive electronic correspondences from authorities and municipalities, the user must also register as a user of the service "Mina Meddelanden," see the description of the terms on [digg.se](https://digg.se). This is done automatically when registering with Kivra. By being connected to Mina Meddelanden, the user agrees to receive e-correspondences from authorities

and municipalities that are connected to or will connect to Mina Meddelanden.

Kivra continuously informs senders that the user wishes to receive e-correspondences in their digital mailbox. Users can choose not to receive electronic correspondences from one or more senders at any time via settings in the service. The user can also choose not to receive digital receipts in their digital mailbox via settings in the service. After such notification, the user may continue to receive e-correspondences from the respective user for a maximum of fifty-two (52) days and digital receipts for a maximum of three (3) days.

## **2.3 Uploads**

Users can also upload digital documents to the service. The number of digital documents that can be uploaded is limited to twenty (20) pieces, and from time to time, Kivra may introduce other limitations for uploads of digital documents. It is not allowed to upload sensitive personal data or personal data related to crimes in the service. You can read more about this [here](#).

## **2.4 Payments**

In the service, the user can make payments for invoices and bills delivered as electronic correspondences to the user's digital mailbox. The payment methods and options available can vary and will be displayed to the user when they choose to make a payment within the service. To use certain payment methods, the user may need to agree to terms from the payment service provider.

The responsibility for initiating or completing the payment according to their terms and the user's instructions lies with the payment service provider, not Kivra. Users are responsible for ensuring that the information they provide during payment is accurate and up to date, and for paying invoices on time. Kivra is not responsible for any additional costs incurred due to the user's delayed or missed payments.

## **2.5 Authorization**

Within the framework of the service, a user can choose to share their digital mailbox with another user, thus granting this person reading and management rights. However, in order to access the user's digital mailbox, the other user must log in with e-identification and accept the sharing. The sharing can be revoked by the user at any time. Digital receipts are not covered by the possibility of sharing one's digital mailbox. However, the user can manage their digital receipts in accordance with the functionality offered in the service from time to time. Among other things, the user can choose to forward digital receipts to one or more systems, such as for expense management.

## **2.6 Kivra's communication with Users**

Kivra communicates with users through channels such as email, SMS, push notifications, and e-shipments. Users can choose to decline notifications via email and push notifications through settings in the service. Users can also choose to opt out of marketing emails by using the link in the email message itself. However, communication regarding the service is considered an integral part of the service, which means it cannot be opted out of. It is also not possible to disable Kivra as the sender in the service.

## **2.7 Receiving and responsibility for Electronic Correspondences**

An Electronic Correspondence is considered to have been received by a user when the e-shipment is made available to the user in the user's digital mailbox.

The sender is responsible for the content of the Electronic Correspondences

Users are responsible, in the same way as for physical shipments, for accessing the content of e-shipments.

## **2.8 Storage**

The content of the service, such as e-shipments and the user's account history,

is stored for as long as the user has an approved account registered with Kivra. During this time, the user is responsible for choosing which digital documents, including but not limited to e-shippments, to delete. However, digital receipts are automatically deleted after eight (8) years unless the user chooses an extended storage period. The digital documents that are deleted will no longer be available to the user.

Upon suspension or termination of the service for a user as outlined in section 11 below, all of the user's digital documents, including but not limited to e-shippments, and the user's account history stored within the service will be deleted within fifty-two (52) days.

### **3. Additional Services**

Kivra has the right to introduce and offer additional services at any time. Users automatically gain access to such additional services provided at no cost to the user. Kivra informs the user through the service when such additional services are introduced. For additional services offered at a fee, Kivra informs the user through the service, and the user can choose whether to add such additional services or not.

Specific terms apply to additional services.

### **4. Changes in the Service**

Kivra has the right to make changes to the service at any time, and the features available through the service may vary in scope and design over time. Kivra reserves the right to continuously develop, expand, limit, or otherwise modify the service's design, technical functions, systems, technical requirements for accessing the service, and other components, as well as the terms for these.

Kivra will inform users about changes in a clear and understandable manner.

If a change significantly impairs a user's access to or use of the service beyond a negligible extent, and the user is not given the option to retain the service

without the change at no additional cost, the user has the right to terminate the service with immediate effect. Such termination must be made no later than thirty (30) days from when the user was informed of the change. However, if a change is made solely to ensure that the service meets agreed requirements, such as through updates, Kivra may choose not to inform users about the update.

## **5. Availability**

The service is normally available twenty-four (24) hours a day, seven (7) days a week, year-round. However, Kivra does not guarantee and is not responsible for ensuring that the service is free from any errors, delays, and/or interruptions.

Kivra reserves the right to temporarily suspend the provision of the service at any time for maintenance purposes, such as bug fixes, maintenance, and upgrades.

## **6. User's Responsibility for Access to the Service, etc**

The user is responsible for:

- Having the necessary connections and equipment for the service, including a functioning 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 services.
- Continuously updating their contact information to ensure it is always correct and making sure they have access to the specified contact details and that they are functional to receive information from Kivra.
- Ensuring that personal and user-specific information, such as user identity and passwords, or other documents, certificates, or devices that can be used to access the service, are stored securely and not used by or

- disclosed to any unauthorized person.
- If a user suspects that such information has been obtained by an unauthorized person or otherwise misused, the user is obliged to take immediate action to limit access to the service and inform Kivra of the situation.

## 7. User's Responsibility for the Use of the Service

Users are responsible for activities conducted by themselves and any other users to whom they have granted read and/or management rights. This includes, but is not limited to, the transfer of information and digital documents, including electronic correspondences, performed by the user within the service.

The user is responsible for ensuring that the digital documents they store in the service do not violate applicable laws.

Users must not use the service in a way that causes inconvenience or harm to Kivra or others. For example, users must not handle digital documents, including but not limited to electronic correspondences, in violation of applicable laws through the service.

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 digital documents, including but not limited to electronic correspondences. Kivra also has the right to suspend the service for the user and terminate the agreement with the user with immediate effect, as detailed in section 11.2 below.

## 8. Processing of personal data

If you want to know how Kivra processes your personal data when you use the service, [read here](#).

## 9. Liability and limitations of liability

Kivra is responsible for errors and information security within the service, as well as the service's functionality up until its suspension or termination according to section 11.

Kivra is not responsible for any damages arising from the user providing incorrect information during registration, the user's incorrect handling of their digital mailbox, or the user's incorrect handling of the information required for access to the service, insofar as this does not result from Kivra's incorrect or inadequate instructions. Kivra is also not responsible for errors if the user does not reasonably cooperate with Kivra during troubleshooting.

Kivra's maximum liability to users for any losses or damages arising in connection with the service is limited to what is stipulated by law (such as the Consumer Purchase Act).

In the event of a service error, the user has the right to make a complaint about the service according to the law. Users are required to report errors to Kivra no later than two (2) months after the service has been suspended or terminated. If a user fails to do this, they lose the right to make a complaint. Complaints should be made to Kivra using the contact details provided in section 17 below.

## 10. Force majeure

Kivra is released from liability for compensation or any other responsibility if damage or failure to act is due to an obstacle outside Kivra's control that Kivra could not reasonably have been expected to foresee and whose consequences Kivra also could not reasonably have avoided or overcome, including but not limited to, for example, war, natural disasters, lockouts or other labor disputes, fire, interruptions in energy supply, and interruptions in the operation of electronic data processing caused by the aforementioned. The same applies if a subcontractor to Kivra is affected by an obstacle as referred to in this section.



# **11. Suspension and termination of the Service and right of withdrawal**

## **11.1 User's Rights**

A user has the right to terminate the service or an additional service at any time by deregistering their account or terminating the additional service. After the termination, the user can continue to use the service for a limited period of time, among other things, to receive and read such e-dispatches that senders 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 about the termination and have been given the opportunity to change the delivery method for shipments to the user, however, no later than fifty-two (52) days from the date Kivra received the user's termination.

## **11.2 Kivra's Rights**

Kivra has the right, through written notice to the user, to fully or partially terminate the service for a user and terminate the agreement with immediate effect if the user violates their commitments according to the agreement or against legislation, authority decisions, or given instructions.

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

Kivra also has the right, fully or partially, to terminate the service for a user and terminate the agreement without observing any notice period if the user has not used the service during a period of one (1) year or if a started registration of an account has not been completed within two (2) weeks

### **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 twelve (12) months from the date of death.

### **11.4 Right of withdrawal**

The user has the right to withdraw from the agreement without stating any reason within fourteen (14) days. The withdrawal period expires fourteen (14) days after the day the agreement was entered into. If the user wishes to exercise the right of withdrawal, the user must send a clear and unequivocal message to Kivra about their decision to withdraw from the agreement (e.g., a letter sent by mail or email). The user may use the standard form for exercising the right of withdrawal provided by the Consumer Agency, but it is not a requirement. To ensure the right of withdrawal is exercised in time, it is sufficient that the user sends their message about intending to exercise the right of withdrawal before the withdrawal period has expired

## **12. Confidentiality**

Kivra shall observe confidentiality regarding digital documents, including but not limited to e-dispatches, that are handled through the service and shall not improperly access or disclose such documents to unauthorized persons. However, Kivra reserves the right to disclose information that Kivra is legally obligated to reveal or provide

## **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 or agreement.

## 14. Changes to the terms

Kivra reserves the right to at any time modify and/or add to these general terms and conditions and/or the specific conditions for additional services.

Changes to the terms will be notified to users in a manner decided by Kivra at least thirty (30) days before the changes take effect. However, Kivra always has the right to immediately implement changes and additions necessitated by law, regulation, or government decision. If the changes and additions are not accepted by a user, the user always has the right to terminate the agreement according to section 11 above.

## 15. Assignment and subcontractors

Users may not transfer this agreement, or their rights and obligations under this agreement, without prior written consent from Kivra. Kivra has the right to transfer this agreement, in whole or in part, or its rights and obligations under this agreement, to companies within the same group as Kivra, without the consent of the user. Kivra has the right to engage subcontractors to fulfill its commitments under the agreement. In such cases, Kivra is fully responsible for the subcontractor's performance of its commitments

## 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 primarily attempt to reach an agreement.

The user has the right to address complaints to an alternative dispute resolution body to settle the matter amicably. The user can only use an alternative dispute resolution body if they are residing within the EU.

The user can either use the online complaints platform available on [the European Commission's website](#), or turn directly to [the National Board for Consumer Disputes](#) ("ARN"). ARN is an approved board for alternative dispute resolution and

is subject to Directive 2013/11/EU on alternative dispute resolution for consumer disputes. If the user submits a complaint through this platform, the case is automatically forwarded to the correct national responsible dispute resolution body.

This dispute resolution body then contacts Kivra and attempts to resolve the dispute without involving the courts.

## 17. Contact

Kivra Sverige AB

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Klara Norra Kyrkogata 33

111 22 Stockholm

Number: 0770-457 000

E-mail: [support@kivra.se](mailto:support@kivra.se)

VAT registration number: 556917354401

You can download a copy of these general terms and conditions by clicking [here](#)