

General terms for the service

**Applies from 2020-12-02, to
2021-06-07.**

1. General

For detailed information on Kivra's processing of personal data, please refer to this page.

These general terms 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 companies ("Business Users") – collectively "Users/You/Your" – one or more digital services with a digital mailbox for, among other things, receiving, managing, transmitting, and storing 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, it also includes additional services, unless otherwise specified in the relevant provision or context in which the term is used. Please 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 applicable 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 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 obligated to observe applicable laws, regulations, regulatory 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 through one of the registration options offered by Kivra 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 in a manner accepted by the user's parent/guardian. A private user who has a sole proprietorship can also receive e-shipments (see definition under section 2.3 below) for their sole proprietorship in the same digital mailbox. The reason is that the organization number in these cases is the same as the user's personal identification number.

For companies, only authorized signatories ("Authorized Signatories") in accordance with the signing authority registered with the Swedish Companies Registration Office (applicable to limited companies, general partnerships, limited partnerships, and economic associations) can apply for the service. The service can be subscribed to by companies whose signing rules are supported by responsible

government agencies' registration services

An agreement for 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 via the service from time to time. The user is aware of and consents to the service also being able to be used in conjunction with and accessed via external services offered by companies that Kivra collaborates with. Kivra is not responsible for the provision of such external services or for the content or results of such external services.

2.3 Receiving Electronic Correspondences

The service entails that, following the approved registration of a user's account, Kivra facilitates the transmission of electronic messages and correspondences, including any invoices ("Electronic Correspondences"), to the user's digital mailbox from companies, organizations, authorities, municipalities, and others who have chosen to connect with Kivra ("Senders"). A more detailed description of the service and its functions is available through the service.

To receive Electronic Correspondences from authorities and municipalities, the user must also register as a user of the My Messages service, as described in the terms on digg.se. This is done automatically upon registration with Kivra. By being connected to My Messages, the user agrees to receive Electronic Correspondences from authorities and municipalities that are connected to or will connect to My Messages.

Kivra continuously informs senders that users wish to receive Electronic

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

2.4 Uploads

Users can also upload electronic documents to the service. From time to time, Kivra may introduce restrictions on such uploads.

2.5 Authorization

Within the framework of the service, a private user can choose to share their mailbox with another user, thus granting them reading rights. However, for the recipient to access the private user's digital mailbox, they must log in with electronic identification and accept the sharing. The sharing can be revoked by the private user at any time.

Authorized signatories (or other corporate users granted such authorization) can grant access rights to parts or the entire company's mailbox to another user, thereby giving them reading and/or management rights. Some management actions of the company's mailbox require approval from authorized signatories. Information regarding such management can be found within the service. Corporate users with management rights for the company's mailbox can create new access rights and revoke granted access rights whenever they wish. Authorized signatories always have access rights to the company's mailbox.

2.6 Kivra's Communication with Users

Kivra may send emails or SMS to, or communicate through the service with users regarding the service, information about changes to the service, as well as information about new features. This communication is considered an integral part

of the service, which means it cannot be opted out of.

2.7 Receiving and responsibility for Electronic Correspondences

An electronic correspondence is considered to have been received by a user when the electronic correspondence is made available to the user in the user's digital mailbox. Senders are responsible for the content of the electronic correspondences. Users are responsible, in the same way as for physical mail, for accessing the content of the electronic correspondences.

2.8 Storage

Electronic documents, including but not limited to electronic correspondences, are stored for as long as the user has an approved account registered with Kivra. During this time, the user is responsible for choosing which electronic documents, including but not limited to electronic correspondences, they choose to delete. Messages that are deleted will no longer be accessible to the user.

In the event of suspension or termination of the service for a user according to section 11 below, all electronic documents, including but not limited to electronic correspondences, stored within the service will be deleted after forty-five (45) to fifty-two (52) days

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 electronic correspondences. Users automatically gain access to such additional services provided at no cost to the user and that do not require the user's consent. Kivra informs the user through the service when such additional services are introduced. Additional services offered for a fee or that require the user's consent

will be communicated to the user via the service. The user can choose whether to add such additional services or not.

As mentioned above, specific terms may apply to the provision of certain additional services.

4. Changes in the Service

Kivra has the right to make changes to the service at any time.

Changes may include, for example, changes to the technical solution for the service and/or the design and layout of the service, and may involve 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 accepted by a user, the user always has the right to terminate the agreement in accordance with section 11.1 below.

5. Availability

The service is normally available 24 hours a day, seven (7) days a week, all 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 service purposes, such as bug fixes, maintenance, and upgrades. Kivra is not responsible for updating the service's access rights.

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 web 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 accurate and to ensure that the user has access to the specified contact information and that it is functional for receiving information from Kivra.
- Safely 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 and not disclosing it to any unauthorized person. If a user suspects that such information has been obtained by an unauthorized person or is being otherwise misused, the user is obliged to immediately take action to restrict access to the service and inform Kivra of the situation.

For corporate users and their authorized signatories, they are also responsible for:

- Keeping their access rights updated in the service.
- Continuously accessing electronic correspondences in the role of a corporate user even if the service has been terminated as a private user.

7. User's Responsibility 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. Therefore, the user

is responsible, among other things, for any transfer of information and electronic documents, including but not limited to electronic correspondences, undertaken by the user within the framework of the service.

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

The user may not use the service in a way that causes inconvenience or harm to Kivra or others. Therefore, the user may not, for example, handle electronic documents, including but not limited to electronic correspondences, via the service that infringe on the rights of third parties or that may be perceived as offensive or objectionable, such as representations with hateful, threatening, or pornographic content, or that incite violence or hate speech.

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 electronic correspondences, 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 want the data to be deleted, you must deregister from the service. Deregistration means that the

service will no longer be available to you as per section 11 below. You can rest assured that Kivra always takes the utmost care of your privacy and treats your personal data with great caution and care.

8.2 For Users who are also Corporate

When an electronic correspondence reaches a corporate user's mailbox, Kivra acts as a data processor to the corporate user for the storage and any other processing of the personal data contained in the electronic correspondences. The corporate 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 Limitations of Liability

Kivra is not responsible 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 that have arisen 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. This means, for example, that Kivra is not liable for damages such as data loss or loss of profit due to 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 equivalent to one-quarter (25%) of the current base amount according to the Social Insurance Code (2010:110).

Users are obligated to submit claims for compensation to Kivra within three (3) months after the damage has been 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 restricted by the provisions regarding Kivra's liability and limitations of liability

10. Force majeure

Kivra is exempt from liability or any other responsibility if the damage or failure to act is due to an obstacle beyond Kivra's control, which Kivra could not reasonably have anticipated, and the consequences of which Kivra could not reasonably have avoided or overcome, including but not limited to 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 above. The same applies if subcontractors to Kivra are affected by obstacles referred to in this section.

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 can continue to use the service for a limited period, including receiving and reading electronic correspondences 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 given the opportunity to change the delivery method for correspondences to the user, however, no later than within fifty-two (52) days from when Kivra received the user's

termination notice.

11.2 Kivra's Rights

Kivra has the right, through written notice to the user, to entirely or partially terminate the service for a user and terminate the agreement with immediate effect if the user breaches their obligations under the agreement or violates legislation, official decisions, or provided instructions.

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

Kivra also has the right to entirely or partially terminate the service for a user and terminate the agreement without observing the notice period 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 access to the service for that account being blocked.

Kivra may, but is not obligated to, offer users an additional service in connection with termination or interruption of the service, which involves Kivra assisting in the transfer of a user's electronic documents, including but not limited to electronic correspondences, 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. Confidentiality

Kivra shall observe confidentiality regarding electronic documents, including but not limited to electronic correspondences, handled via the service and may not improperly gain access to 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 add to these terms and conditions and/or the specific terms for additional services at any time. Changes to terms shall be communicated to users in a manner decided 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 as required by law, regulation, or official decision. If changes and additions are not accepted by a user, the user always has the right to terminate the agreement as per 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, without the user's consent, wholly or partially assign this agreement, or its rights and obligations under this agreement, to companies within the same group as Kivra. Kivra has the right to engage subcontractors to fulfill its obligations under the agreement. In such 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, in the first instance, attempt to reach an agreement. Otherwise, the dispute shall be resolved by the general court.

