

General Terms and Conditions – Avtalsbevakning

General

These General Terms and Conditions govern the subscription services of Avtalsbevakning Sverige, provided to the Customer by True Fiction Production AB, corporate ID no. 556827-0614, hereinafter referred to as "TFX". TFX reserves the right to amend these General Terms and Conditions, which shall enter into force thirty (30) days after publication and notification to the Customer.

Services

The description of services is set out in the agreement, order confirmation, or invoice. These General Terms and Conditions apply to all services included in the agreement or order confirmation.

Term of Agreement

An order is binding. An agreement is deemed concluded when a confirmation of the Customer's order is issued by TFX.

The term of the agreement is specified in the agreement, order confirmation, or invoice. Termination of the service, or part thereof, shall be made by the Customer after logging in as the account owner on the subscription management page, or in writing to TFX. The requirement for written form is fulfilled if the Customer sends an email to support@avtalsbevakning.se.

Notice of termination must reach TFX before the next contract period begins. If the service is not terminated, it will automatically renew under the same terms as the previous period.

Transfer of Subscription

The Customer may not transfer this agreement without TFX's prior written consent and not without having fully paid for all services provided by TFX.

TFX may assign its rights and obligations under this agreement to another company.

Subscription, Fees and Payment

Service fees are specified in the agreement, order confirmation, or invoice. In the event of late payment, interest shall accrue in accordance with the Swedish Interest Act (räntelagen). TFX is entitled to compensation for reminder fees in accordance with applicable law.

TFX reserves the right to adjust prices. Any new price shall apply from the start of the following contract period.

If payment is not received according to the existing agreement, TFX has the right to suspend the relevant service.

Obligations of TFX

TFX ensures that information and notifications are sent from TFX's servers. TFX is not liable for any damages and/or economic losses, direct or indirect, resulting from the Customer's telecom operator or email provider failing to deliver messages.

The website is available online at all times. However, TFX reserves the right to temporarily shut down the website for maintenance or updates.

Obligations of the Customer

The Customer guarantees that the content or use of the service does not reference or involve any form of illegal activity.

The Customer is responsible for all use of the service and for maintaining the confidentiality of passwords.

The Customer is responsible for maintaining internet access with sufficient bandwidth, as well as any hardware and software required in addition to that provided by TFX.

The Customer is responsible for ensuring that mobile devices and email systems can receive email notifications and that the

mailbox has sufficient storage capacity. The Customer must ensure that a correct email address is registered in Avtalsbevakning.

TFX may, without prior notice, suspend the service if the Customer breaches any of the above obligations.

Electronic Signing of Documents

Customers may use an e-signing service to electronically sign documents within Avtalsbevakning. The e-signing service is available to paying subscription customers.

Electronic signing is provided through a Swedish supplier, and all handling is conducted within Sweden.

Charging

Charges will be applied once a signing process has been initiated, regardless of whether the document is ultimately fully signed or not. There is no limitation on the number of signatories per document.

If the number of e-signed documents exceeds ten (10) within a calendar month and the payment term is other than monthly, these will be invoiced retrospectively on a separate monthly invoice.

If the number of e-signed documents is ten (10) or fewer during a calendar month, billing will be postponed until either:

- (a) more than ten (10) signatures have been made, or
- (b) the amount is added to the next regular subscription invoice.

Upon termination of the subscription, the number of e-signed documents will be invoiced retrospectively on a separate invoice after the subscription end date.

Detailed information on prices and subscription packages is available on our website.

Limitation of Liability

Forms, views, or data entered into the system can never replace a legally binding agreement. The Customer is solely responsible for the content entered into the system and for any consequences thereof. By logging in, the Customer acknowledges that Avtalsbevakning is intended solely for managing, storing, and monitoring already negotiated agreements.

TFX shall under no circumstances be liable for indirect damages. The Customer is solely responsible for damages arising from faults or deficiencies in its own data, communication equipment, software, or subscription. TFX is not liable for damages or economic losses, direct or indirect, resulting from incorrect information entered into the system.

If the Customer suffers damage as a result of TFX's negligence, breach of duty, or failure by any supplier of TFX, TFX shall compensate the Customer. However, TFX shall not be liable for indirect losses such as lost profits or downtime costs. The total liability of TFX shall not exceed the total subscription fees paid by the Customer during the contract term.

The service is not intended as a data storage or backup service. TFX is not responsible for any loss of data or information. The Customer is solely responsible for maintaining its own backups of all data and documents uploaded to the service.

Confidentiality

TFX undertakes to treat all information stored or otherwise made available by the Customer within the service as confidential. "Confidential Information" includes, but is not limited to, personal data, employment data, customer and supplier information, contracts and terms, and other information reasonably considered confidential.

TFX shall not disclose or make Confidential Information available to any third party without the Customer's express consent, except where required by law or regulatory decision. TFX may process such information only to the extent necessary for providing the service.

Only authorized employees or subcontractors with a legitimate need shall have access to the information, and they are bound by confidentiality obligations equivalent to these Terms.

The confidentiality obligation shall survive the termination of this agreement.

Data Security and Information Processing

TFX implements appropriate technical and organizational measures to protect the Customer's information and personal data from unauthorized access, loss, manipulation, or disclosure. Such measures include secure authentication, firewalls, and logging and monitoring of access.

All data and uploaded documents are securely stored with TFX's hosting partner GleSYS AB, with servers located in Sweden. TFX may change hosting provider only to one that offers equivalent security and complies with applicable data protection legislation.

The Customer retains all rights to data and documents entered or uploaded to the service. TFX holds no ownership rights to the Customer's data and may process it solely to provide the service.

TFX strives for high service availability but does not guarantee uninterrupted operation or error-free performance. In the event of a security incident or significant service disruption, TFX shall take reasonable steps to minimize impact and inform the Customer without undue delay.

Access to Customer information is restricted to authorized TFX personnel who require such access for their work duties, and who are bound by confidentiality.

Force Majeure

If the performance of the agreement is substantially hindered by external circumstances beyond the control of either party – such as government action, war, mobilization, increased defense preparedness, fire, shortage of labor, labor dispute, natural disaster, or adverse weather conditions – the parties' obligations shall be suspended to the extent and for as long as such circumstances prevail.

Dispute Resolution

Any dispute arising from this agreement shall first be resolved through negotiation between the parties.

Failing such resolution, the dispute shall be finally settled by the Stockholm District Court (Stockholms tingsrätt) as the court of first instance.