



The cloud in order

# Terms and Conditions

2019-03-28

These general terms and conditions shall apply when Online Partner AB ("Online Partner") deliver products, services and/or customer support ("the Services") from the date stated above. The attached Data Processor Agreement, [Appendix 1](#), shall apply if Online Partner shall process personal data on behalf of the customer during the performance of the Services. The customer agrees to comply with these general terms and condition of data use and agrees that [Appendix 1](#) shall apply between the parties, where applicable.

## PROVISIONS REGARDING DELIVERY OF PRODUCT

### 1. Prices and shipping

The prices are stated in SEK and are exclusive of VAT. Costs for shipping are added.

### 2. Terms of payment and security

Invoice shall be paid not later than thirty (30) days from invoice date. The products remain Online Partners property until full payment has been paid.

### 3. Order and order confirmation

By conducting a purchase with Online Partner, the customer accepts these general terms and conditions. A binding purchase agreement will occur upon order confirmation to the customer.

### 4. Transport damages

Upon receipt, the customer shall inspect the delivered products. Transport damage must be reported immediately to the carrier and to Online Partner. For hidden transport damages not discovered or damages that should have been discovered upon delivery, a complaint must be made as soon as possible, but in any case, within a week from the receipt of the delivery. If the customer not make a complaint of transport damages within specified time limit, the customer loses the right to make a claim to the carrier and to Online Partner.

### 5. Complaints

The customer shall inspect the product/the delivery upon the receipt. To have the right to claim that a product is incorrect the customer has to make the complaint immediately after the defect is discovered. Online Partner reserves the right to charge a test fee if the product is not incorrect.

### 6. Warranty

Warranties for goods are those provided by the respective product manufacturer.

## **7. Liability**

If there are defects that Online Partner is responsible for, Online Partner undertakes, at its own discretion, to remedy the defect through repair, re-delivery or repayment of the purchase price. Online Partner has the right to refer the customer directly to the manufacturer or a service workshop for remedying of the defect. Online Partner's liability for defects in products is limited to what is stated above. Online Partner is under no circumstances liable for (i) indirect damages or consequential damages, such as reduction in production, lost profit or other similar damages due to difficulties to use computers or information, or (ii) loss of data.

The total liability that can arise for Online Partner to the customer is limited to the total price that has been paid by the customer for products under the last twelve (12) month period.

## **8. Special terms for software**

When purchasing a license for software, the respective licensors terms and conditions shall apply and Online Partner takes no responsibility regarding absence of defects, suitability or intellectual property rights.

## **9. Cloud Services**

When purchasing cloud services, the cloud service provider's terms for ordered services applies.

# **SPECIAL PROVISIONS REGARDING DELIVERY OF SERVICE**

## **10. Scope and implementation**

Online Partner must fulfil the agreed Services in a professional manner and with, for the purpose, qualified persons. Online Partner may hire subcontractors for the fulfilment of the Services. If Online Partner engages subcontractors, Online Partner is responsible for the work performed by Online Partners as well as by the subcontractors. The customer shall provide Online Partner access to all information and documentations that is required for Online Partner to be able to perform and deliver the Service in accordance with the agreement.

## **11. Compensation etc.**

Online Partner is entitled to compensation according to Online Partners price list applicable from time to time. Currently the base fee for consulting services is SEK 1,250 plus VAT. If the parties have agreed on a different price than the price list at the respective time, Online Partner is entitled to adjust the agreed price in accordance with changes in the Labor Cost Index (AKI) code J (*Arbetskostnadsindex (AKI) kod J (Informations- och kommunikationsbolag)*) once per calendar year. Online Partner's compensation is stated exclusive of VAT and other possible additional taxes and fees relating to the Services. Online Partner is entitled to compensation for expenses as agreed between the Parties. Online Partner is entitled to compensation for travel and work outside regular working hours according to price list at the respective time.

## **12. Terms of payment and security**

Invoice must be paid so that the invoice amount is available at Online Partners bank account no later than thirty (30) days from date of invoice.

## **13. Order and order confirmation**

By ordering the Services the customer accepts these Terms and Conditions. Binding purchase agreements occur at order confirmation to the customer or when the Service is made available.

## **14. Liability**

If there are defects that Online Partner is liable for, Online Partner undertakes, at its own discretion, to remedy the defect through repair or re-delivery, provided that complaints have been made in accordance with what is stated in these general terms and conditions. If Online Partner chooses not to remedy the fault or carry out a re-delivery, the customer is entitled to a reasonable price reduction. Online Partner shall not be liable for any defect that is due to hardware, software or other equipment that has not been provided by Online Partner. If the Services includes advice, Online Partner's liability is limited to advice based on information that has been provided by the customer. Online Partner takes no responsibility for the decisions that the customer makes based on the provided guidance. The total liability that can arise for Online Partner towards the customer (including liability for actions or omissions by Online Partner's employees, representatives or subcontractors and liability related to price reductions, re-delivery or similar) is limited to the total price that has been paid by the customer for the Services during the last six (6) month period. Online Partner is under no circumstances liable for (i) indirect damages or consequential damages, such as fall in production, lost profit or other similar damages due to difficulties to use computers or information, or (ii) loss of data. The customer is obliged to give Online Partner written information if relevant changes take place in the customer's IT environment. Online Partner is not liable for defects that occur due to changes that has not been announced to Online Partner.

## **15. Complaints**

The customer loses the right to claim compensation if the complaints not has been made in writing without delay, however, not later than three (3) months after the event occurred that the complaints are based upon.

## **16. Intellectual Property Rights**

The customer receives ownership of all intellectual property rights that arise at the fulfilment of the Services if Online Partner in writing has committed to create or develop these on behalf of the customer. Unless otherwise is agreed in writing, Online Partner receives a non-exclusive license, without limitation in time, to all intellectual property rights that has been created by Online Partner on behalf of the customer. The customer is not entitled to any intellectual property rights related to the Services that belongs to Online Partner or third person beyond what is stated above. The customer has no right to make amendments to any product or Services belonging to Online Partner or third party. For products owned by third parties, the terms and conditions applied by the respective third party at any time shall apply.

## **17. Infringe of intellectual property rights**

The customer guarantees that relevant approvals exist if the customer provides something that is protected by intellectual property rights. Online Partner guarantees that the Services provided by Online Partner and the intellectual property rights that Online Partner creates or provides (with exceptions for third party services or products from Online Partner's suppliers), as far as Online Partner is aware of, does not infringe on any rights of third parties. The customer must notify Online Partner in writing without delay about claims from third parties regarding infringement of intellectual property rights.

In case of a claim by a third party regarding infringement of intellectual property rights, for which Online Partner is liable (ie not an infringement due to modification by the customer or third party products or similar infringement), Online Partner shall have the right to, at its own expense, defend the customer against such claim. Online Partner also has the right, at its own expense, to either ensure the customer continued use of the Services or exchange the disputed service with a similar acceptable service or product. The customer is not entitled to accept any liability or conclude agreements or settlements with any third party regarding claims of infringement of intellectual

property rights, without having obtained the written consent of Online Partner, which shall not be unreasonably withheld. If Online Partner is unable to ensure the customer the right to similar, acceptable service or product, each party shall have the right to, as the sole remedy in relation to such alleged infringement, cancel the agreement regarding the relevant Services. Online Partner undertakes in such cases to reimburse the fees paid by the customer, provided that the customer return any product if possible, with deduction for the benefit that the customer has had of the Services.

Online Partner shall indemnify the customer for any remuneration or damages, due to an infringement of intellectual property rights, that the customer is obliged to pay through settlement or judgement and that has arisen out of use of the Services and for which Online Partner is liable.

The customer is not entitled to any other compensation for loss or damage arising from intellectual property faults in the Services for which Online Partner is responsible. This Section states Online Partner's sole liability to, and the customer's exclusive remedy against, Online Partner for any type of claim described in this Section.

### **18. Term and termination**

Except otherwise agreed, the agreement is valid until further notice and with a mutual notice period of three (3) months. Termination shall be made by written notice. Notwithstanding the above, each Party may terminate the agreement if the other Party:

**(i)** materially breaches or violates the provisions of the agreement, and rectification, where possible, is not made within thirty (30) days after written notice thereof, or

**(ii)** is declared bankrupt, files for liquidation, becomes subject to reorganisation or otherwise becomes insolvent.

The customer's right to use the Services during the notice period is conditioned by the customer's payment of the fees for the Services.

## **SPECIAL PROVISIONS FOR SUPPORT**

### **19. General**

The Services apply to the contact person and the client (PC, Mac or tablet) noted at the subscription or identified through later completion. The subscription has a lock-in period which corresponds to the contract period for the service(s) that are supported.

### **20. The scope of the Services**

The support is provided by telephone or by remote access to the customer's client over internet and it is provided ordinary weekdays at 9 a.m. to 5 p.m. and includes following:

**a)** Support if problems occur and general user questions related to software and services that Online Partner provided to the customer as well as questions related to other software and services specifically agreed upon.

**b)** Password Recovery (assuming user administration has been obtained).

## **21. Execution of the Service**

Online Partner shall perform the Services with, for the purpose, suitable, qualified and competent employees and in a professional manner. Online Partner can engage a sub-consultant to perform the Services and is then responsible for the subcontractor's work.

## **22. Limitation of liability**

If Online Partner has caused a fault, for which Online Partner is liable, Online Partner shall promptly remedy the fault if possible. Online Partner's maximum liability according to or related to this agreement shall be limited to direct financial loss and damages should not exceed the previous total payments made by the user for relevant support s during a twelve (12) months period before the act or omission that constitutes the cause for liability for damages. If a fault has not been remedied within one month, the customer has the right to terminate the agreement immediately and recover the fee for unused time. Online Partner has no liability, regardless of any negligence or gross negligence, for loss of data due to the customer's failure to provide appropriate backup.

# **GENERAL PROVISIONS**

## **23. Online Partner as data controller**

In connection with the customer's order of products and services, Online Partner shall process any personal data that is obtained in accordance with the relevant data protection law.

## **24. Online Partner as data processor**

If and to the extent personal data is processed by Online Partner on behalf of the customer during the performance of the Services, the customer is the data controller and Online Partner is the data processor according to applicable law. In such case, the attached Personal Data Processor Agreement, [Appendix 1](#), shall apply between the parties.

## **25. Governing law and disputes**

Any dispute, controversy or claim arising out of or relating to these Terms and Conditions, the breach thereof, or the subject matter thereof, shall be governed by the laws of Sweden and be settled exclusively by Swedish courts, with Stockholm District Court (Stockholms tingsrätt) as the court of first instance.

## **26. Force Majeure**

Online Partner may cancel, limit or delay delivery without liability towards the customer, if the delivery is impaired or made more costly due to circumstances beyond Online Partner's control, such as warlike events, uprising and commotion, interruption of data communication or other connections, export or import restrictions, legal regulation or other injunction on Sweden or abroad, strike, lockout, blockade or other work barrier, fire, explosion or other accident, or due to an error or delay in services provided by a subcontractor.