

General Terms and Conditions for the Service

Valid from 25 May 2018 to 1 December 2020.

In case of any inconsistencies between the Swedish and the English version of these "General terms and conditions for the service", the Swedish version shall take precedence.

1. General

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

These general terms and conditions apply when Kivra Sverige AB, reg. no. 556917-3544, with address Vattugatan 17, 111 52 Stockholm, or another company within the same group as Kivra Sverige AB ("Kivra") provides private individuals ("Private Users") and companies ("Business Users") - collectively "Users"/"You"- one or more digital services with a digital mailbox to receive, handle, transmit and store electronic messages and mail (the "Service"), including any other features and services that Kivra may from time to time provide ("Additional Services"). When the term Service is used in these general terms and conditions, Additional Services are also included, unless otherwise provided by the relevant provision or the context in which the term exists. Please note that special conditions may apply to the provision of certain Additional Services, see section 3 below. To access such Additional Services, Users must accept the special terms and conditions that apply to the Additional Service. The special terms and any other written agreements regarding the Service and the Additional Services between Kivra and a User form, together with these general terms and conditions, the agreement between Kivra and the User (the "Agreement").

A User who chooses to register to use the Service undertakes at the same time to comply with these general terms and conditions and any other rules and instructions that Kivra publishes from time to time via the Service. A User is also obliged to comply with applicable laws, regulations, official decisions and 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 in Kivra through one of the registration options offered by Kivra from time to time.

All private individuals who have a Swedish social security number can apply for registration of an account with Kivra. In order for a Private User's application for registration of an account to be approved by Kivra, it is necessary that the person is at least 18 years of age or that the person's registration can be done in a manner approved by the User's parent/guardian. A Private User who is a sole trader also receives E-letters (see definition under section 2.3 below) to his or her sole proprietorship in the same digital mailbox. The reason is that in these cases the company registration number is the same as the User's social security number.

For companies, the application for the Service can only be made by an authorised company signatory ("Signatory") in accordance with the signatory right that the company has registered with the Swedish Companies Registration Office (this refers to limited companies, trading companies, limited partnerships and economic associations). Companies that have signatory rules that are supported by the responsible authorities' register service can register for the Service.

An agreement on the Service shall be deemed to have been entered into between Users and Kivra once the registration has been completed and the account has been approved. The Service is free of charge for Users.

2.2 Access

Access to the Service is given through one of the access options that Kivra from time to time informs about via the Service. The User is aware of and agrees that the Service may also be used in conjunction with and accessed through external services offered by companies with which Kivra cooperates. Kivra is not responsible for the provision of such external services or for the content or results of such external services.

2.3 Transmission of E-letters

The Service means that Kivra, after approved registration of a User's account, for instance transmits electronic messages and mail including any invoices ("E-letters") to the User's digital mailbox from the companies, organizations, authorities, municipalities and others who have chosen to join Kivra ("Senders"). A more detailed description of the Service and its functions is available through the Service.

In order to receive E-letters from authorities and municipalities, the User must also register as a user of the service Mina Meddelanden, see the description of the general terms and conditions at digg.se. This is done automatically upon registration with Kivra. By being connected to Mina Meddelanden, the User agrees to receive E-letters from authorities and municipalities that are connected to or will join Mina Meddelanden.

Kivra continuously notifies Senders that Users wish to receive E-letters in their digital mailbox. Users can report to Kivra at any time that they no longer wish to receive E-letters from one or more Senders. Following such notification, the User may continue to receive E-letters from the Sender in question for a maximum of fifty-two (52) days.

2.4 Permission

Within the framework of the Service, a Private User may choose to share their mailbox with another User and thus give that person reading rights. However, in order to access the Private User's digital mailbox, this User must log in with e-identification and accept the sharing. The sharing can be revoked at any time by the Private User.

Signatories (or other Business Users who have been granted such authorisation) may grant someone else access rights to part or all of the Company's mailbox and then grant that person reader and/or management rights. Certain handling of the company's mailbox requires the approval of an authorised Signatory. Information on such handling can be found

within the Service. Business Users with management rights for the company's mailbox can create new access rights as well as revoke issued access rights whenever they wish. Signatories always have access to the company's mailbox.

2.5 Kivra's communication with Users

Kivra may send email or SMS to - or via the Service communicate with - Users regarding the Service, information about changes to the Service and information about new features. This communication is considered an integral part of the Service which means that it cannot be opted out.

2.6 Receipt and responsibility of E-letters

An E-letter is considered to have been delivered to a User when the E-letter has been made available to the User in the User's digital mailbox.

The Sender is responsible for the content of the E-letter.

Users are responsible in the same way as for physical mail to take note of the content of the E-letter.

2.7 Storage

Electronic documents, including but not limited to E-letters, are stored during the period of time Users have an approved account registered in Kivra. During this time, the User is responsible for any electronic documents, including but not exclusively E-letters, which he or she chooses to delete. The deleted messages will no longer be available to the User.

Upon suspension or termination of the Service for a User in accordance with section 11 below, all the User's electronic documents, including but not limited to E-letters, that are stored within the Service are 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 transmission, provisioning, storage and administration of E-letters. Users automatically gain access to such Additional Services that are provided at no charge to the User and which do not require the User's consent. Kivra informs the User through the Service when such Additional Services are introduced. Kivra will inform the Users of any Additional Services offered for a fee or requiring the User's consent through the Service. The User chooses at its sole discretion whether such Additional Services should be added.

As stated above, special terms and conditions 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 can, for example, refer to changes in the technical solution for the Service and/or the design and design of the Service and may result in the termination, alteration or addition of certain functions and/or changes in the technical conditions for accessing the Service. However, the changes will never affect the contents of a User's digital mailbox. Kivra is also continuously responsible for the information security in the Service.

If changes to the Service are not approved by a User, the User is always entitled to terminate the Agreement in accordance with section 11.1 below.

5. Accessibility

The Service is normally available 24 hours a day, seven (7) days a week, year-round. However, Kivra does not guarantee and is not responsible for the Service being free from any errors, delays and/or interruptions. Kivra reserves the right at any time to temporarily suspend the provision of the Service for service purposes, e.g. bug fixes, maintenance and upgrades. Kivra has no responsibility for updating the Service's access rights.

6. The User's responsibility for access to the Service etc.

The User is responsible for:

having connections and equipment necessary 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 in connection with registration and use of the Service and any Additional Services.

to continuously update his or her contact details so that they are correct at all times and to ensure that the User has access to the specified contact details and that they are functioning to receive information from Kivra.

that personal and user-specific information such as user identity and password or other documents, certificates or devices that may be used for access to the Service are stored in a secure manner and are not used by or disclosed to unauthorised persons. If a User suspects that such information has been obtained by an unauthorised person or is otherwise misused, the User is obliged to take immediate action to restrict access to the Service and inform Kivra about the arisen situation.

Business Users and its Signatories are also responsible for:

keeping their access rights updated in the Service.

to continuously access E-letters in the role as Business User, even if the Service has been terminated as Private User.

7. The User's responsibility for use of the Service

The User is responsible for activities undertaken by the User and any other Users to whom the User has given reading and/or handling rights. Users are thus responsible, among other things, for any transmission of information and electronic documents, including but not limited to E-letters, made by the User in the context of the Service.

The User is responsible for ensuring that the electronic documents that the User saves in the Service are not in violation with Swedish legislation.

Users may not use the Service in such a way that Kivra or others are affected by inconveniences or damages. Thus, Users cannot manage electronic documents, including but not limited to E-letters, that infringe third-party rights or that may be perceived as offensive or disorderly, such as representations with hateful, threatening or pornographic content or that call for violent actions or agitation against an ethnic or national group, through the Service.

If Kivra suspects that a User is using the Service in violation of this section, Kivra is entitled to, without prior notice to the User, delete and/or prevent the User from transmitting information and/or electronic documents, including but not limited to E-letters, and 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 to 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 which You find here. It is important that You read the information and ensure that You agree with how we process Your personal data. If You do not want Your personal data to be processed in the manner described in the information, or You want the data to be deleted, You must unregister from the Service. Unregistering means that the Service will no longer be available to You in accordance with section 11 below. You can feel confident that Kivra always takes the utmost account of your privacy and handles your personal data with great caution and care.

8.2 For Users that also are Business Users

When an E-letter reaches a Business User's mailbox, Kivra acts as processor to the Business User for the storage and any other processing of any personal data contained in the E-letter. The Business User is the controller for this processing and is in these cases responsible for entering into a data processing agreement with Kivra.

9. Liability and limitation of liability

Kivra is not responsible for any damages that result from the User providing incorrect information when registering or handling the User's digital mailbox.

Kivra only reimburses Users for verified and reasonable costs incurred as a direct result of Kivra's negligence. However, Kivra does not reimburse Users for indirect costs, damages or losses, such as, for example, loss of profit or other consequential damages, unless Kivra has acted willfully or grossly negligent. This means, for example, that Kivra is not liable for damages in the form of data failures or loss of profit due to interruptions in the availability of the Service.

Notwithstanding the above, Kivra's total liability towards a User during each twelve-month period is limited to an amount corresponding to a quarter (25%) of the price base amount applicable at the time according to the Social Insurance Code (2010:110).

Users are obliged to make claims for compensation to Kivra within three (3) months after the damage was discovered or should have been discovered. If a User fails to do so, the User loses the right to assert the claim.

The rights conferred on a consumer under applicable Swedish law are not limited by what is prescribed about Kivra's liability and limitations of liability.

10. Force majeure

Kivra is exempted from liability to indemnify or other liability for damage if failure to act is due to an obstacle beyond Kivra's control which Kivra could not reasonably have expected and whose consequences Kivra could not reasonably have avoided or overcome, including but not limited to, for example, wars, natural disasters, lockouts or other labor conflicts, fires, interruptions in energy supply, and interruptions in the operation of electronic data processing caused by the above. The same applies if a subcontractor to Kivra is affected by obstacles referred to in this section.

11. Suspension and termination of the Service

11.1 The User's rights

A User has the right to terminate the Agreement at any time by notifying Kivra that the User wishes to unregister his or her account. After such notice of termination, the User may continue to use the Service for a limited period of time to receive and read such E-letters as Senders at the time of the notice of termination already planned to be delivered via the Service. The Service is terminated for the User and the Agreement terminates when the affected Senders have been informed of the termination and have been given the opportunity to change delivery method for letters to the User, however not later than fifty-two (52) days from Kivra's receipt of the User's notice of termination.

11.2 Kivra's rights

Kivra has the right to, in whole or in part, terminate the Service for a User and terminate the Agreement with immediate effect, by giving written notice to the User, if the User breaches his or her obligations under the Agreement or a statute, official decision or instructions given.

Furthermore, Kivra is entitled to, in whole or in part, terminate the Service for a User and terminate the Agreement with three (3) months' notice, by giving written notice to the User.

Kivra also has the right to, in whole or in part, 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 been made for 12 months or more, with the result that access to the Service for that account is blocked.

Kivra may, but is not obliged to, in connection with termination or cancellation of the Service, provide Users with an Additional Service which means that Kivra participates in the transfer of a User's electronic documents, including but not limited to E-letters, to a digital mailbox, archive service or comparable storage provided by another supplier.

11.3 Death

In the event of death, Kivra reserves the right to terminate the Service and delete data in the Service of the deceased User after fifteen (15) months from the time of death.

12. Confidentiality

Kivra shall respect the confidentiality of electronic documents, including but not limited to E-letters, which are handled through the Service and may not improperly prepare access to content or disclose such documents to unauthorised persons. However, Kivra reserves the right to disclose information that Kivra is required to reveal or disclose by 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, are the property of Kivra or its right holders and are protected by law.

14. Changes in terms

Kivra reserves the right at any time to change and/or make additions to these general terms and conditions and/or the special terms and conditions for Additional Services. Changes in terms must be notified to Users in a manner decided by Kivra no later than one (1) month before the change takes effect. However, Kivra always has the right to immediately make changes and additions that are required by law, regulation or official decisions. If changes and additions are not approved by a User, the User is always entitled to terminate the Agreement in accordance with section 11 above.

15. Assignment and subcontractors

Users may not assign this Agreement, or their rights and obligations under this Agreement, without the prior written consent of Kivra.

Kivra has the right, without the User's consent, to assign this Agreement in whole or in part, or its rights and obligations under this Agreement, to companies included in the same group of companies as Kivra.

Kivra has the right to hire subcontractors for the fulfillment of its obligations under the Agreement. In these cases, Kivra of course ensures that the necessary regulations with regard to, for example, the handling of personal data are included in the agreements between Kivra and the subcontractor.

16. Governing law and dispute resolution

The agreement is governed by Swedish law. In the event of a dispute relating to the interpretation or application of the Agreement, Kivra and the User shall first and foremost try to agree.

Otherwise, the dispute will be settled by general courts.