

General Terms and Conditions

ON PORTS GROUP AB'S PROVISION OF SERVICES INCLUDING CONDITIONS FOR PAYMENT, 2017:1

1. General

- 1.1. In these Terms and Conditions, Ports Group refers to Ports Group AB or another party specifically designated by the company. The Customer refers to the party assigning Ports Group for the provision of services (the Assignment).
- 1.2. These General Terms and Conditions shall apply between Ports Group and the Customer requesting an Assignment from Ports Group regardless of in what way Ports Group and the Customer has agreed to the Assignment. E.g. such an arrangement (the Agreement) may have been entered into by a written request from the Customer to Ports Group which, in turn, Ports Group confirmed in writing by submitting a quotation that the Customer accepted in whole or in part or by the Parties otherwise entering into an agreement on Assignments.
- 1.3. These General Terms and Conditions and the main body of the Agreement/assignment confirmation and any quotation/price attachment/specification shall together constitute the Agreement between Ports Group and the Customer. In the event of conflicting provisions in the documents constituting the Agreement, unless circumstances clearly dictate otherwise, the main body of the Agreement/assignment confirmation takes precedence, thereafter the quotation/price attachment/specification takes precedence, and lastly the General Terms and Conditions. None of the Customer's general delivery or purchase terms or similar terms referred to in, for example, a quotation, order, delivery note or the like shall be applicable under this Agreement. The scope or content of the Agreement may be subject to change by agreement between the Parties.
- 1.4. The Customer never hires an individual consultant at Ports Group, instead the contractual obligations are always entered into between Ports Group and the Customer.
- 1.5. Ports Group reserves the right to revise these General Terms and Conditions, after which such a revised version will be published at portsgroup.com and Ports Group will also notify the Customer. The new version shall apply between Ports Group and the Customer after the Customer has been notified of the new version. Such notice will be sent to the Customer's point of contact for the Agreement.
- 1.6. Regarding domain names, special provisions apply which are available at <https://portsgroup.com/general-terms/general-agreements-registrar-services.html>.

In case of conflict between these special domain name provisions and this Agreement, this Agreement shall take precedence.

- 1.7. For certain services, special terms may apply. Such special terms shall, in case of conflict with this Agreement, take precedence over the terms of this Agreement.

2. The Assignment

- 2.1. Ports Group undertakes to perform the Assignment as set out in the Agreement.
- 2.2. Ports Group's performance of the Assignment is subject to the Customer meeting its obligations under the Agreement, in particular regarding payment of fees and supply of necessary information/documentation.
- 2.3. Unless otherwise specifically agreed, the Assignment does not include any commitment to provide any particular outcome or result.
- 2.4. Unless otherwise agreed (e.g. in the main agreement/assignment confirmation), the Agreement shall apply between the Parties until the Assignment has been completed. For subscription-related Assignments, or part thereof, the Agreement (unless otherwise agreed) shall be valid for one year from the entering into the Agreement, after which it is extended for periods of one year at a time if the Agreement has not been terminated in writing no later than ninety (90) days before the end of any contractual period.

3. Fees and payment

- 3.1. Ports Group is entitled to fees for the Assignment as set out in the Agreement. Prices are listed and do not include value-added tax (VAT) unless otherwise stated. Unless otherwise agreed, Ports Group has the right to adjust subscriptions and current fees, such as consultancy fees, during ongoing Assignments in connection with adjustments in Ports Group's current price lists. Ports Group is entitled to yearly adjust the prices based on the Swedish Central Statistics office's (Sw. Statistiska Centralbyrån) Consumer Price Index (CPI) of +2% yearly for all contracted services.
- 3.2. Billing occurs monthly for ongoing work and expenses, and yearly in advance for subscriptions. Invoices shall be due thirty (30) days after the invoice date and interest shall accrue on late payments in accordance with the provisions of the Interest Act (Sw. räntelagen (1975: 635)) from the due date until payment is received. The correct invoice address is the one specified in the Agreement or the one subsequently supplied to Ports Group by the Customer in writing. Ports Group is entitled to charge the Customer in installments or á conto.
- 3.3. Ports Group is entitled charge, in arrears, any changes in currencies and fee changes at the respective top level domain name administrator, government

authority or supplier, as well as transaction costs related to Ports Group payment orders.

- 3.4. A cost estimate of a matter can be supplied as per the Customer's request. Such estimate is based on the information available to Ports Group at the time of the estimate and does not constitute a fixed price as the specifics of the Assignment may require the estimate to be adjusted.
- 3.5. Ports Group has the right to request advance payment of fees and expenses and may pause work for the Customer until such payment has been made. Advance payment may be required if Ports Group, after having conducted a credit check at credit reporting companies or for any other reason, considers that there is a risk that Ports Group will not receive payment for future fees and expenses. Request for advance payment never constitute an estimate or limitation of the total cost of the matter.
- 3.6. Ports Group is entitled to charge, from any of the Customer's client fund accounts, additional fees and expenses, as well as any other remuneration, on the fifth day after any invoice has been issued to the Customer as per the above. This entitlement applies regardless of the reason for the availability of client funds in the account. Ports Group is entitled to include amounts corresponding to Ports Group's claim should client funds be accounted for before the above-mentioned time.

4. Right to withdraw from Assignments

- 4.1. Ports Group may at any time withdraw from the Assignment if the Customer does not make payments to Ports Group in accordance with these General Terms and Conditions. The same applies if Ports Group has requested advance payment and such payment has not been made on the due date.
- 4.2. Ports Group may terminate the Agreement with immediate effect if the Customer deliberately provides incorrect information, misleads Ports Group or otherwise acts in a way that has a materially adverse effect on Ports Group's performance of the Assignment.
- 4.3. Ports Group may withdraw from an Assignment, with 30 days' notice, or the shorter time which otherwise is required, if changes to applicable laws, rules or regulations, or upon decisions from authorities or regulating bodies, have the effect that Ports Group's ability to perform the Assignment is significantly impeded or if the costs thereof significantly increase.

5. Processing of personal data

- 5.1. The Customer shall be controller and the Ports Group shall be processor, to the extent that Ports Group processes personal information for the Customer within the framework of the Assignment, in accordance with the following:
- a) Ports Group will process personal data in accordance with applicable privacy laws.
 - b) Ports Group may only process personal information in accordance with the Customer's written instructions, as set forth in this Agreement and any other written agreements between the parties.
 - c) Ports Group shall take reasonable safeguards to protect personal data against unauthorized access and from being corrupted or destroyed.
 - d) Ports Group shall notify the Customer without delay if Ports Group becomes aware that personal data has been subject to unauthorized access, corruption or destruction.
- 5.2. Ports Group shall assist the Customer in a reasonable manner in the event of inquiries or requirements from registered or regulatory authorities. Ports Group shall notify the Customer without delay of any inquiries or requirements regarding the Customer's personal data processing from registered or regulatory authorities.
- 5.3. Ports Group shall not transfer personal data to any third country without first obtaining the Customer's consent.
- 5.4. Ports Group may instruct subcontractors to process the Customer's personal data provided that (i) such subcontractor is subject to obligations with the same meaning as provided for in this Clause 5, and that (ii) Ports Group is responsible towards the Customer for the subcontractor's conduct as if it were Ports Groups actions. Ports Group shall notify the Customer of any new subcontractors within 30 days before such subcontractor initiates processing of the Customer's personal data. Furthermore, the Customer is entitled to terminate the agreement within the above mentioned 30 day period if the new Subcontractor according to the Customer, on reasonable grounds, is not appropriate as a subcontractor.
- 5.5. Ports Group shall be entitled to reasonable compensation for any work that may be required in addition to the Assignment in accordance with this Clause 5.

6. The Customer's obligation to provide accurate information

- 6.1. The Customer shall provide the information and the documentation requested by Ports Group to fulfill the Assignment. At the request of Ports Group, the Customer shall review received documents and provide Ports Group with clarifying instructions.
- 6.2. The Customer is responsible for ensuring that all information provided in connection with an application for registration of a domain name, trademark or other

assignment is correct and shall notify Ports Group of any changes regarding such information.

7. Intellectual property

- 7.1. Copyright and all other intellectual property rights to documents and work results created by Ports Group within the scope of the Assignment shall be owned by Ports Group. However, the Customer is entitled to use such documents and work results for the purposes for which they were made. Unless otherwise agreed, the Customer may not distribute the documents and the work results, nor use them for marketing purposes.
- 7.2. After obtaining the Customer's written consent thereto, Ports Group has the right to use the Customer's logo, tradenames and trademarks in the context of marketing, such as when indicating reference clients on its website and in other contexts.

8. Hiring of external contractors

- 8.1. Ports Group has the right to hire a subcontractor for the execution of the Assignment and is, in such cases, responsible for the subcontractor's performance as if it was carried out by Ports Group. If such subcontractor is a subsidiary to or part of the same group of companies as Ports Group, the Customer may only engage Ports Group for any claims or the like arising of the Agreement.
- 8.2. If Ports Group hires an external consultant, such as a skilled person in the trade, following the Customer's instructions and on behalf of the Customer, the skilled person shall act independently of Ports Group and Ports Group is not responsible for the consultant's work, nor for any quotation provided by such consultant regardless of any recommendations. However, Ports Group may in such cases, and on behalf of the Customer, accept a limitation of the consultant's liability. It is the responsibility of the Customer to pay fees and costs of such consultants, regardless of whether this is invoiced to the Customer directly or if billing is made through Ports Group.

9. Limitations of liability

- 9.1. Ports Group shall perform the Assignment according to best effort and shall not be responsible for a particular result or a certain outcome of the Assignment. Ports Group is liable for damage suffered by the Customer only if the damage is caused by Ports Group due to gross error or negligence in the performance of the Assignment.
- 9.2. Ports Group's liability does not cover any indirect loss or loss arising out of or in connection with this Agreement, including but not limited to loss of profit, loss of

income or anticipated savings, or loss of and/or damaged data or information. This applies regardless of for what reason the damage or loss has been caused (including damage or loss caused by negligence) and whether the damage was foreseeable or not at the time of entering into the Agreement.

- 9.3. Ports Group's total liability in respect of damage or other loss (regardless of how the damage or loss has been caused, which includes damage or loss caused by negligence) arising under or in connection with this Agreement shall be limited to an amount equivalent to 100% of the total annual compensation which shall be paid by the Customer.
- 9.4. Ports Group is not responsible for any damage that has occurred or is likely to arise due to the Customer's actions or omission. Ports Group is not responsible for any recommendations or actions based on incorrect or inadequate information from the Customer and/or by the Customer referred third party or for additional costs incurred due to such incorrect or inadequate information. Ports Group is not responsible for any loss or damage resulting from the use of documents or work results in any way or for any purpose other than for which they were produced or submitted to the Customer by Ports Group.
- 9.5. Ports Group does not exercise control over the information that passes through the "network" when using ordered IT services. Ports Group is not responsible for interruptions or disturbances in third party services or for damage or loss in the event of interruptions, incorrect or missing data deliveries, transmitted computer viruses or other similar incidents. The Customer has the sole responsibility to protect their computer resources against unauthorized access. Ports Group is not responsible if a user of the "network", whatever type of user said user may be, infringes the Customer's data or computer resource and access, destroy or distort information.
- 9.6. Ports Group maintains a liability insurance adapted for the business which may provide compensation for loss up to SEK 1 000 000. This liability insurance only applies to clients that have signed a Ports.management, Corporate Domain Management or Corporate Trademark Management agreement.

10. Force Majeure

- 10.1. Ports Group shall be released from liability in damages and any other penalties of performance when any of its undertakings are impeded or substantially obstructed by circumstances that Ports Group could not control or foresee such as general labour disputes, lightning, fire, amendments to regulations issued by governmental authorities, general scarcity of transport, goods or energy or delay in connected networks. However, if the performance of the Agreement is materially prevented

for more than fifteen (15) days due to such circumstances, the Customer is entitled to terminate the agreement with fifteen (15) days' notice in writing. This particular right of termination applies only as long as the impediment lasts.

11. Communication

11.1. E-mail is the primary method of communication by which Ports Group communicates with the Customer's point of contact, other personnel at the Customer and others involved in the matter. Ports Group assumes no liability for any risks arising from communication through email. This also applies to notices under these General Terms and Conditions. The Customer shall notify Ports Group if the Customer would prefer Ports Group to communicate in another way.

12. Claims, complaints, etc

12.1. If the Customer wishes to make a complaint regarding performance of the Assignment, the complaint must be addressed to the consultant who performed the Assignment or to the relevant business area manager as soon as possible. The Customer shall make a complaint within thirty (30) days of the Customer's became aware of or ought to have become aware of the defect in performance of the Assignment. Claims or complaints may not be made later than ninety (90) days after Ports Group's last invoice in the matter. Claims do not relieve the Customer from the obligation to pay for work performed.

13. Transfer and affiliated companies

13.1. This agreement is entered into between Ports Group and the Customer and may not be transferred to any third party without the written consent of the other Party. However, Ports Group may transfer its right to payment under this Agreement.

13.2. For the sake of clarity, what is stated in Clause 13.1 has the meaning that Ports Group is responsible towards the Customer, even if the Assignment may include services provided to third parties at the Customer's request, such as to one of the Customer's affiliated companies. As such, the Customer has the exclusive right to engage Ports Group for any claims arising of the Agreement. Other than this particular provision, these General Terms and Conditions shall apply in relation to such Customer affiliated companies.

14. Governing law and disputes

14.1. This Agreement shall be governed by and construed in accordance with the laws of Sweden.

14.2. Any disputes arising in connection with this Agreement shall be finally settled by the courts of Sweden with the District Court of Stockholm as the court of the first instance.

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