

Cetrez

C5/mail Terms and Conditions

1. General

These general terms and conditions (hereinafter referred to as Terms) make up a large part of the Agreement that the customer (hereinafter referred to as you, your) signs with Cetrez Group AB, Corp. ID 556691-8115, or with any of the Cetrez Group AB's distributors (hereinafter referred to as we, us, our) for access to Cetrez online service, C5/mail (hereinafter referred to as the Service). The provisions of the Terms apply unless otherwise agreed in writing between you and us, the Parties.

2. The Service

2.1 The extent of the Service (the features you are allowed to use) is described in the Agreement, tender documents and order confirmation.

2.2 We provide the Service via our website www.c5mail.com. You are responsible for the Internet connection fees that you incur when accessing the Service and for the computer systems or networks connected to the Service.

3. Using the Service

3.1 The Agreement, throughout its duration, gives you a non-exclusive and non-transferable right to use the Service in your business operations. This means that you may use the tools and features included in the Service as laid down in the Terms. The Service is for company use only, private use is not permitted.

3.2 You will inform your users of the extent to which the Service may be used and ensure that your users agree to, and comply with, the Terms.

3.3 Usernames and passwords to access the Service shall be kept confidential to ensure that third parties do not gain access to the information. You shall contact us immediately should you suspect that a third party has accessed your usernames and passwords or if you suspect any unauthorized use of the Service.

3.4 You shall ensure that all use of the Service, by you and your users, complies with applicable laws and provisions.

4. Prices and payment terms

4.1 The subscription fee for the Service is stated in the Agreement, tender documents and order confirmation.

4.2 The subscription fee is payable yearly in advance. Payment terms are 30 days net from date of invoice.

4.3 As delayed payment entails extra costs for us, we charge interest on overdue payment as stipulated by law. We also reserve the right to charge a fee for payment reminders and collection costs. These are normally invoiced monthly in arrears.

4.4 If you are late with the payment, we email you a reminder and reserve the right to cancel your access to the Service if you do not pay within five days of the email being sent.

5. Limitations in the use of the Service

5.1 The number of monthly mailings per account is limited to 4 per recipient. If you exceed the agreed volumes (e.g. the number of addresses and number of mailings) we will contact you.

5.2 The information you send to your recipients via the Service must not be illegal, inappropriate or offensive in any way. Information that is illegal, inappropriate or offensive is information that (a) promotes hatred and is racist or discriminatory, (b) describes or displays pornographic content, (c) violates human dignity, (d) glorifies war or describes or shows cruelty or brutal acts of violence in a way that makes the information seem innocuous or admirable, and (e) describes or shows harassment, violence or sexual exploitation of children.

6. Maintenance of the Service

In order to provide the best possible product, we need to constantly develop and update the Service. This could entail shutting off the Service temporarily, in which case we inform you in advance by email. On condition that the email outlining the planned maintenance is sent, the maintenance will not be regarded as interruption to the Service.

7. Personal data

7.1 You are responsible for ensuring that the material you store and use together with the Service, such as texts, images, typeface or graphic image, does not infringe on other people's intellectual rights. You must also ensure that such material can be used by us in providing the Service to you.

7.2 You will indemnify us for any losses and damages caused by us due to your lack of fulfilment of the above obligations or if the storage or use of your material violates any applicable laws.

7.3 All your data that you use in the Service, for example, contact details to your subscribers, the contents of mailings and statistics, are your property. We only reserve the right to use your data to fulfil our obligations towards you. However, we are entitled to use your statistics on condition that they have been anonymized.

8. Intellectual property rights

We or our licensors retain all rights, including all intellectual property rights (such as copyright, trademarks, designs and patents) relating to the Service. Unauthorized use or reproduction of part or all of the Service constitutes wrongful intellectual infringement.

9. Secrecy

9.1 We undertake not to, without your written consent, disclose to third parties information about your activities which may be considered to be of a confidential business or professional nature, or use such information for any purpose other than for our performance of our obligations under the Agreement. Information that you specify as being of a business or professional nature will always be regarded as confidential.

9.2 This secrecy clause does not include information that we can show that we became aware of in other ways than through the Agreement or that which is public knowledge. This secrecy clause does not apply when we are required by law, regulation, or government decisions to disclose information.

10. Amendments to the Terms, prices and the Service

10.1 We may change the Terms, prices or content of the Service from time to time. When significant changes are to be made in the Service, prices or these Terms, you will receive notice 30 days prior to the change taking effect. This does not apply if the change is due to amendments to the law, directives of authorities or if the change is to be applied with immediate effect. Significant changes in this instance means price increases of over five percent or changes that may have an adverse effect on your use of the Service.

10.2 If the change is detrimental to you, you may terminate the Agreement from the date when the change takes effect, but only on condition that you inform us in writing one day prior to the change taking effect.

11. Handling of personal data

It is your responsibility to process personal data in compliance with applicable laws. With regard to personal data that is processed in the use of the Service, you are the 'personal data controller' and we are the 'personal data assistant'. We undertake to process only personal data in accordance with the Agreement and your instructions. We also pledge to take the appropriate technical and organizational measures to protect your personal data and to comply with the requirements imposed by the Personal Data Act.

12. Limitation of liability (Force Majeure)

12.1 Naturally, we cannot be held responsible for damages caused by unforeseen events, such as hacking, errors due to your use or your equipment, government action, power failures, labor disputes, prohibitions, restrictions, lack of authorization, accidents, adverse weather conditions, sabotage, terrorism, war, or interruption or delay in the external electricity, cell phone or telephone connection. As the service provided is an online service, interruptions, delays, bugs and other obstructions do not constitute defects in the Service.

12.2 Neither are we responsible under any circumstances for your loss of profit, revenue, savings or goodwill due to business interruptions, loss of your data or information (including cost of restoration of such data or information), your potential liability to third parties, and other indirect or consequential damage.

12.3 Our liability under the Agreement is limited to an amount corresponding to twenty percent of the fee you paid for the Service in the twelve months prior to the damage occurring.

13. Customer reference

We would like to use you as a reference in our marketing of the Service. Should you wish to remain anonymous in our marketing, please inform us in writing by email.

14. Agreement period and cancellation

14.1 Your Service subscription has a 12-month commitment period from the date of signing the order. The Service will then continue until further notice unless otherwise agreed. The Service may be cancelled by you or us, in writing with three months' notice after the commitment period.

14.2 Should we suspect that you or your users are acting in breach of contract, we reserve the right to block your access to the Service until the matter is resolved.

14.3 Moreover, we reserve the right to cancel the Agreement for breach of contract on your part. In the event of the Agreement being cancelled due to breach of contract, you are not entitled to take sanctions or to claim compensation.

15. Transfer

The rights and obligations of the Agreement are not transferable, in part or fully, without our prior written consent. For Service agreements entered into with one of Cetrez Group AB's distributors, the dealer may, however, transfer rights and obligations under the Agreement to Cetrez Group AB.

16. Applicable law and disputes

Disputes arising from the application or interpretation of this Agreement, and the Service in general, shall at first hand be settled by negotiations between us, the Parties. Should agreement not be reached through negotiation then the dispute will be settled in a Swedish court of law.