

General terms & conditions  
Postnummerservice Norden AB.

## § 1. GENERAL

These terms and conditions ("**Terms of Use**") govern the company's use of Postnummerservice's (as defined below) services and products as provided at [www.postnummerservice.se](http://www.postnummerservice.se) and via API ("**Website**") at any time. By using Postnummerservice services, the Company accepts the Terms of Use and an agreement is established between the Company and Postnummerservice Norden AB, registration number 556689-3292 with address c/o Convendum, Biblioteksgatan 29, 114 35 Stockholm ("**Postnummerservice**").

In the event that the Company does not accept these Terms of Use, Postnummerservice asks the Company not to use the Service.

## § 2 DEFINITIONS

Postnummerservice provides digital services and products in the form of, for example, address and postcode files, services for address validation and map tools as these are provided on the Website at any time (the "**Service**"). The company that uses the Service is described in these Terms of Use as "**the Company**" and the Company's representatives are described as "**Users**".

## § 3 THE SERVICE

The service is normally in operation around the clock on all days of the week. This means that it is possible for the Company to communicate with the Service during this period with the exception of planned or unplanned downtime.

Postnummerservice provides a customer service function with the task of assisting the Company when problems arise regarding the use of the Service to solve problems or get answers to questions. Customer service is provided by either telephone or e-mail and via information on the website.

The Company itself is responsible for ensuring that the Company's data is not lost or accessed without authorization in its own system. To the extent that the Company loses information or is exposed to intrusions that could lead to the loss of information, the Company must immediately inform Postnummerservice in writing. Postnummerservice is not responsible for loss of or unauthorized access to the data that is stored centrally in the Service, unless such loss or unauthorized access relates to Postnummerservice's failure to comply with the regulations that apply according

to Postnummerservice's information security policy at any time.

Postnummerservice is not responsible for transmission errors, corruption of data or for the security of data transmission in the telecommunications network.

Postnummerservice has the right to provide its Partners with statistics regarding the Users' use of each Partner's service.

## § 4 USE OF THE SERVICE

As a user of all Postnummerservice services, the Company may only use the Service as per below.

a) The use of the Service may be used freely in one's own organization or for one's own use, but may not be resold, shared, included, given away, transferred or exposed to third parties without written permission from Postnummerservice.

b) In order to use some of Postnummerservice's products and services, the Company's Users must obtain a user ID and password. Each user ID and password is unique per User and may only be used by the company and authorized Users for which it is intended.

c) In case the Company will process personal data, this must be done in accordance with the Data Protection Regulation ("GDPR").

d) The company is responsible for equipment that can be connected to the Service and for the required telecommunications services to be able to communicate with the Service, as well as for all costs for equipment and connection.

e) The Company shall ensure that individuals who terminate their employment with the Company or who no longer need to have access are immediately stripped of their authorization to the Service.

f) Postnummerservice owns the right to all data that is saved in and created in the Service.

g) Postcode service must deliver the ordered Service within a reasonable time from the purchase. Service is considered delivered when Postnummerservice has delivered it to the location specified by the customer at the time of purchase (e.g. email address or FTP account).

The Company is responsible for ensuring that all employees of the Company who use the Service accept the terms of this agreement and only use the Service in accordance with the agreement.

## § 5 INTELLECTUAL RIGHTS

The company understands and accepts that the Website and the Service contain material provided by Postnummerservice and third parties and that such material may contain intellectual property rights.

The Company agrees to respect all intellectual property rights, including but not limited to copyright, trademark and company name (regardless of whether it is registered or not) included or displayed on the Website or to which the Company has access in connection with the Services.

The Company may only use the content on the Website for the Company's own use of the Service and the Company may not use the content on the Website in violation of applicable legislation or these Terms of Use. The company may use such content solely for the purpose of using the Service.

The company does not obtain any other license to use the above-mentioned intellectual property rights except as expressly stated in these Terms of Use.

The company understands and accepts that content published on the Website may belong to third parties, and that Postnummerservice has no control over such content. Therefore, the Company understands and accepts that Postnummerservice shall not be held responsible for such content provided by third parties and displayed or available on the Website or in the Service.

## § 6 PAYMENT

For connection to the Service, Postnummerservice charges fees according to the price list in effect at the time, unless otherwise specifically agreed. The company must be informed via Postnummerservice's website of price increases or price reductions at least one (1) month before they come into force. However, Postnummerservice reserves the right to change its prices with immediate effect depending on cost-increasing events beyond Postnummerservice's control. If the Company does not approve the change or addition, the Company must terminate the agreement no later than two (2) weeks before the new conditions come into force. If such termination does not take place, the Company is deemed to have accepted the new terms and conditions.

All fees are stated excluding value added tax and other government charges on debited amounts. These must be paid by the Company.

Annual fees and other fixed fees are charged in advance. Variable fees are charged monthly or quarterly in arrears. Payments must be made within 30 days

from the invoice date. In case of late payment, a fixed late payment fee of SEK 450 is incurred. In addition, annual late payment interest of 25% is added. If the Company is in arrears with payment to Postnummerservice, Postnummerservice has the right to exclude users and cancel deliveries without warning. The company's use will be activated again as soon as documentation proving payment has been received by Postnummerservice. For Companies that are repeatedly in arrears with payment and as a result excluded, Postnummerservice has the right to demand payment in advance.

The Company is obliged to immediately inform Postnummerservice if the information provided regarding the Company's company/name, address should change. If the customer wants unique and specific markings on the invoice, this must be communicated before a new invoice is sent or the period begins.

## **§ 7 PROCESSING OF PERSONAL DATA**

Postnummerservice processes personal data which Postnummerservice receives in connection with the use of the Service. The personal data concerning Users is processed in accordance with Postnummerservice's Personal Data Policy in force at any time, which is continuously updated to be compatible with current legislation and which can be found on Postnummerservice's website.

The Company is responsible for the Company's processing of personal data, which takes place in connection with the use of the Services, in accordance with the GDPR. Furthermore, the Company undertakes to follow the Swedish Data Protection Authority's general advice on Security for personal data.

In the case Postnummerservice processes personal data in the capacity of personal data assistant to the Company, Postnummerservice will take technical and organizational measures to protect the personal data. Postnummerservice will only process the personal data to provide the Service to the Company and in accordance with instructions from the Company. Postcode Service's processing of personal data as a personal data processor is regulated in the Personal Data Processor Agreement, Appendix A to these Terms of Use. The Company accepts Appendix A as a personal data processing agreement for all parts of the Service used by the Company. A list valid at all times for the parts of the Service where Postnummerservice processes personal data in the capacity of personal data assistant to the Company is available on Postnummerservice's website.

The company undertakes to actively participate in any training and to follow any instructions regarding handling of personal data processing that may be arranged/directed by Postnummerservice.

## **§ 8 LIMITATION OF LIABILITY**

The service is provided as is without guarantees of any kind. The Company's use of the Service is the Company's sole responsibility and is at its own risk. Postnummerservice does not make any guarantees - direct, implied or otherwise - regarding the availability, quality, suitability or correctness of the Website or the Service in general or its content. Postcode Service must always be given the opportunity to correct a deficiency in the Service before a breach of contract is deemed to exist. Postnummerservice does not take responsibility for downtime caused by the Information Provider.

Postnummerservice reserves the right to change or discontinue the provision of the Service in the future.

Postnummerservice is only responsible for damage or loss that Postnummerservice caused the Company through gross negligence or material breach of contract. To the extent permitted under mandatory legislation, Postnummerservice is not liable towards the Company or any third party for any direct, indirect or any other damage of any kind including, but not limited to, loss of profit, loss of income, reduced turnover, interruption of operations or losses of goodwill which arises due to or in connection with these Terms of Use or the Service. Postnummerservice is not responsible towards the Company for any third party claims directed against the Company. Under no circumstances shall Postnummerservice's total liability towards the Company in connection with the Service for damages, losses and claims exceed the total fees paid by the Company during the twelve-month period immediately preceding the time of the damage, but at most an amount corresponding to two (2) base amounts at the time of the damage according to the Swedish National Insurance Act (1962:381) ("Lagen om allmän försäkring (1962:381)").

Claims regarding damages cannot be asserted unless the action is brought within one (1) year from the day the Company received or should have received knowledge of the circumstance on which the action is based.

Postnummerservice is not responsible for delay or loss that has its basis in events beyond Postnummerservice's control and which Postnummerservice could not reasonably have anticipated when the Company joined the Service or whose consequences Postnummerservice could

not reasonably have avoided or overcome. Such events may be natural disaster, fire, war, mobilization, riot, sabotage, vandalism, trade restrictions, labor dispute, shortage of means of transportation, interruption of telecommunications, power outage, delay of subcontractor or other contracting party which is based on circumstances specified herein. As long as obstacles due to the specified event remain and a reasonable time thereafter, Postnummerservice shall be released from the obligation to fulfill its obligations.

## **§ 9 INDEMNITY**

The Company is liable to Postnummerservice for all damage caused to Postnummerservice, or third parties, due to the Company's violation of these Terms of Use, including but not limited to misuse of the Website and/or the Service, use of the Service in violation of the Terms of Use and improper marketing. Furthermore, the Company shall indemnify Postnummerservice in relation to all claims, costs (including reasonable legal costs), damages, expenses, damages and losses incurred by Postnummerservice in any way due to the Company's violation of these Terms of Use or other applicable law.

## **§ 10 CHANGE OF THE TERMS AS WELL AS CHANGE AND TERMINATION OF THE SERVICE**

Postal number service has the right to change these Terms of Use. Postnummerservice will inform the Company of such changes no later than thirty (30) days before a change becomes effective. Postnummerservice will provide the Company with such information on the Website.

Each party has the right to terminate the Service with three months' notice, where termination must be reported from either party no later than three months before the extension of the agreement. Termination must be in writing. If Postnummerservice has reason to believe that the Company violates these Terms of Use, Postnummerservice has the right to shut down the Company's access to the Service with immediate effect.

Postnummerservice has the right, by excluding the Company, to terminate the Company's connection to Postnummerservice until immediate termination if the Company is in arrears with payment to Postnummerservice or the Company is filed for or declared bankrupt, suspends payments, enters into settlement negotiations, goes into liquidation or otherwise can be considered to have on insolvency.

Furthermore, Postnummerservice reserves the right, at its own discretion, to modify the Service at any time. If the service or information contains a fixed fee, an agreement must be reached with the customer before the service is removed or added. Postnummerservice informs the Company of changes in good time so that the Company has time to take the necessary measures. If the Company wishes to change its connection to Postnummerservice, Postnummerservice must be informed of this in such a time that Postnummerservice has time to take the necessary measures. The company must reimburse the direct costs Postnummerservice incurs from such a changed connection. The Company accepts that Postnummerservice is not liable to the Company or any third party for such modification, interruption or termination.

of one or three arbitrators. The arbitration shall take place in Stockholm.

Notwithstanding the above, the party always has the right to turn to a general court or competent authority to seek payment for a clear and overdue claim.

2024-03-18

---

## **§ 11 NOTICES**

Termination or other notices due to these Terms of Use must be made in writing to info@postnummerservice.se and are considered to have reached Postnummerservice if receipt has been confirmed.

The Company undertakes to always have a valid e-mail address for the authorized contact person at the Company registered in the Service. This email address is used by Postnummerservice for important messages regarding the Service.

## **§ 12 ASSIGNMENT**

The company may not assign or transfer any rights, obligations or licenses that appear in these Terms of Use. Postnummerservice may assign and transfer its rights under these Terms of Use without the Company's consent and without notice to the Company.

## **§ 13 APPLICABLE LAW AND DISPUTES**

These Terms of Use shall be governed by and interpreted in accordance with Swedish law, without application of its choice of law rules.

Disputes arising out of this agreement shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (SCC). Rules for Simplified Arbitration shall be applied unless the SCC, taking into account the degree of difficulty of the case, the value of the object of dispute and other circumstances, decides that Arbitration Rules shall be applied. In the latter case, the SCC shall also decide whether the arbitration board shall consist

## APPENDIX A - PERSONAL DATA PROCESSOR AGREEMENT

between

Personal data controller: "The Company"

and

Personal data processor:

Postnummerservice Norden AB, registration number 556689-3292 with address c/o Conventum, Biblioteksgatan 29, 114 35 Stockholm ("Postnummerservice").

"Personal data assistant" refers to Postnummerservice Norden AB for the services specified in Postnummerservice Norden AB General Terms and Conditions, §1 General. "Personal data controller" refers to the Company.

The Postnummerservice contact person for general questions about the agreement as well as the Postnummerservice's processing of personal data are reported on the Postnummerservice website.

### § 1 INTRODUCTION

1.1 Both Parties confirm this personal data assistant agreement ("Agreement") is an integral part of the service agreement(s) signed between the Parties ("Service Agreement") and which are governed by Postnummerservice's general terms and conditions in force at any time ("General Terms"). This Agreement regulates the Processing of Personal Data due to the Service Agreement in force at any given time.

1.2 Postnummerservice acts in accordance with Postnummerservice's information security policy, which is available on Postnummerservice's website.

### § 2 DEFINITIONS

2.1 The definition of Personal Data, Special Categories of Personal Data (Sensitive Personal Data), Processing of Personal Data, Registered, Personal Data Incident, Personal Data Controller and Personal Data Assistant is the same as that used in current data protection legislation, including the General Data Protection Regulation (GDPR - General Data Protection Regulation), applicable in this Agreement as well as in Europe from 25 May 2018 and at any time applicable national supplementary legislation, together below referred to as "Applicable Personal Data Legislation".

2.2 In this appendix, the Personal Data Controller is referred to as the "Company" or the "Party", the Personal Data Assistant as the "Postnummerservice" or the "Party" and collectively as the "Parties".

### § 3 SCOPE

3.1 The agreement regulates Postal Number Service Processing of Personal Data on behalf of the Company and describes how Postal Number Service shall ensure data protection, through technical and organizational measures in accordance with Applicable Data Protection Legislation.

3.2 The purpose of Postnummerservice Processing of Personal Data on behalf of the Company is to fulfill commitments according to the Service Agreement.

3.3 This Agreement takes precedence over any conflicting provisions on the Processing of Personal Data in Service Agreements or in other agreements entered into between the Parties.

### § 4 ZIP CODE SERVICE OBLIGATIONS

4.1 Postnummerservice may only Process Personal Data on behalf of and in accordance with the Company's documented instructions. By entering into this Agreement, the Company instructs Postnummerservice to Process Personal Data in the following manner:

i) only in accordance with applicable law, ii) to fulfill all obligations under the Service Agreement, iii) as further specified through the Company's normal use of Postnummerservice services and iv) in the manner specified in this Agreement.

4.2 Postnummerservice has no reason to believe that there is legislation that prevents Postnummerservice from following the instructions stated above. Postnummerservice must, after becoming aware of it, inform the Company in cases where the Company's instructions or treatment, according to Postnummerservice, are contrary to current data protection legislation.

4.3 The categories of Registered and Personal Data that are subject to Processing in this Agreement appear in this document.

4.4 Postnummerservice shall ensure confidentiality, integrity and availability of Personal Data in accordance with Applicable Personal Data Legislation. Postnummerservice must implement systematic, organizational and technical measures to ensure an appropriate level of security, taking into account the latest technology and implementation costs in relation to the risk that the Processing entails, and the type of Personal Data to be protected.

4.5 Postnummerservice shall assist the Company with appropriate technical and organizational measures, as far as possible taking into account the type of Processing and the information available to Postnummerservice, in order to fulfill

the Company's obligations according to current data protection legislation regarding requests from Registered and general data protection according to the Data Protection Regulation article 32-36.

4.6 If the Company needs information about security measures, documentation or other information about how Postnummerservice Processes Personal Data, and such requests involve more information than the standard information provided by Postnummerservice in order to comply with current data protection legislation as Personal Data Assistant, and it means more work for Postnummerservice, Postnummerservice may charge The Company for such additional services.

4.7 Postnummerservice and its staff must ensure the confidentiality of Personal Data Processed under this Agreement. This condition also applies after the Agreement has ceased to apply.

4.8 Postnummerservice shall, by notifying the Company promptly and without undue delay, enable the Company to fulfill the legal requirements that apply for information to the relevant data protection authorities and Registrants regarding personal data incidents.

4.9 Furthermore, Postnummerservice shall, to the extent that it is practically possible and legal, notify the Company of;

i) requests for disclosure of Personal Data obtained from a Registered ii) requests from authorities, for example the Police, for disclosure of Personal Data

4.10 Postnummerservice may not respond directly to requests from Registered Users without consent from the Company. Postnummerservice may not disclose content relating to the Agreement to authorities such as the Police, including Personal Data, with the exception of what is required by law, for example by court order or similar decision.

4.11 Postnummerservice has no control over whether and how the Company chooses to use any third-party integrations via Postnummerservice API, via direct database connection or the like. Responsibility for such integrations with third parties rests exclusively with the Company and the Company is responsible for any processing of Personal Data through such third-party integration.

4.12 If a Personal Data Incident occurs, Postnummerservice is obliged to notify the Company as soon as possible that a Personal Data Incident has occurred. The report must be made without delay and never later than 24 hours after Postnummerservice has become aware of the Personal Data Incident. All Personal Data incidents must be documented and reported to the Company.

4.13 A notification of a Personal Data Incident must at least; describe the nature of the personal data incident, including, if possible, the categories of and the approximate number of registrants affected as well as the categories of and the approximate number of personal data records affected, convey the name and contact details of contact points at Postnummerservice where more information can be obtained, describe the likely consequences of the Personal Data Incident, and describe the measures Postnummerservice has taken or proposed to address the Personal Data Incident, including, where appropriate, measures to mitigate its potential adverse effects.

If it is not possible to provide the information simultaneously, Postnummerservice may provide the information in installments without unnecessary further delay.

If a personal data incident has occurred and which, according to the Data Protection Ordinance, requires the data subject to be informed, all communication with the data subject must take place through the Company. In the event of such a Personal Data incident, Postnummerservice must immediately notify this in the service and contact the Company.

Postnummerservice must urgently document all circumstances related to the Personal Data Incident, what effects the Personal Data Incident has had and what corrective measures Postnummerservice has taken due to the Personal Data Incident. The documentation must be so detailed that the Supervisory Authority and the Company can check compliance with the Data Protection Regulation and that the Company can check compliance with the agreement.

## **§ 5 OBLIGATIONS OF THE COMPANY**

5.1 The Company confirms that the Company:

when using the services provided by Postnummerservice according to the Service Agreement, Process Personal Data in accordance with the requirements of current data protection legislation.

has a legal basis to Process and disclose the relevant Personal Data to Postnummerservice (including any sub-assistants that Postnummerservice uses).

is solely responsible for the accuracy, integrity, content, reliability and legality of the Personal Data submitted to Postnummerservice.

has fulfilled all possible mandatory requirements and obligations to notify or

obtain permission from relevant authorities for the Processing of Personal Data.

has fulfilled its obligations to provide relevant information to Registrants regarding the Processing of Personal Data in accordance with Applicable Personal Data Legislation.

agrees that Postnummerservice has provided guarantees regarding the implementation of technical and organizational security measures that are sufficient to protect the Registrant's privacy and Personal Data.

must maintain an updated register of the types and categories of Personal Data that it Processes.

## **§ 6 USE OF CONTRIBUTORS AND TRANSFER OF DATA**

6.1 As part of the delivery of services to the Company according to the Service Agreement and this Agreement, Postnummerservice may use subcontractors in the role of subcontractor. Such subcontractors can be sister companies to Postnummerservice Norden AB or external subcontractors (third parties) within or outside the EU. Postnummerservice must ensure that subcontractors through agreements agree to undertake responsibilities corresponding to the obligations specified in this Agreement.

6.2 Current subcontractors with access to Personal Data are published on Postnummerservice's website who, through this Agreement, have been accepted as subcontractors by the Customer.

6.3 The customer can at any time request a complete overview and more detailed information about the subcontractors involved in the delivery of the service according to the Service Agreement.

6.4 If the subcontractors are located outside the EU, Postnummerservice must ensure that the transfer takes place in accordance with the Applicable Personal Data Legislation. The customer hereby gives Postnummerservice authorization and authority to ensure appropriate legal grounds for the transfer of Personal Data outside the EU on behalf of the Customer, for example by signing EU standard contract clauses on behalf of the Customer or transferring Personal Data in accordance with EU/US Privacy Shield .

6.5 The customer must be notified before changes are made regarding subcontractors that Process Personal Data. If a new subcontractor proves not to comply with applicable data protection legislation and the subcontractor continues to not comply with applicable

data protection legislation, after Postnummerservice has had reasonable time to ensure that the subcontractor complies with the regulations, the Customer may terminate the Agreement. Such termination may entail the right to terminate the Service Agreement, in whole or in part, according to the termination clauses contained in the respective Service Agreement. An important part of such assessments must be the extent to which the subcontractor's Processing of Personal Data is a necessary part of the services provided under the Service Agreement. A change of subcontractor shall not in itself be considered a breach of the Service Agreement.

6.6 Through this Agreement, the Customer accepts that Postnummerservice uses subcontractors in the manner described above.

## **§ 7 SECURITY**

7.1 Postnummerservice is committed to providing a high level of security in its products and services. Postnummerservice provides the level of security through organizational, technical and physical security measures, in accordance with the requirements for information security described in the data protection regulation article 32.

Furthermore, Postnummerservice's information security policy aims to protect the confidentiality, accuracy, availability and traceability of Personal Data. The following measures are of particular importance in this regard:

Classification of Personal Data to ensure the implementation of security measures corresponding to risk assessment.

Evaluation of the use of encryption and pseudonymization as risk mitigation factors.

Limitation of access to Personal Data to those who need access to fulfill the obligations in this Agreement or Service Agreement.

Use of systems that detect, recover, prevent and report personal data incidents.

Carrying out security analyzes to assess the quality of current technical and organizational measures to protect Personal Data, taking into account the requirements of current data protection legislation.

Postnummerservice's information security policy is available on Postnummerservice's website.

## **§ 8 AUDIT RIGHTS**

8.1 the company has the right to carry out an annual audit of Postnummerservice's compliance with the terms of the Agreement. If required by law, the Company may request audits more often. As Postnummerservice's services are multi-user environments, the Company gives Postnummerservice the authority, for security reasons, to decide that the audit should be carried out by a neutral third-party auditor that Postnummerservice chooses.

8.2 If the requested audit area is covered by an ISAE, ISO or similar audit report carried out by a qualified third party auditor within the previous twelve months, and Postnummerservice confirms that there are no known material changes in the measures audited, the Company accepts this audit report instead of requesting a new audit of measures already reviewed.

8.3 If the Customer does not accept the neutral third-party auditor selected by Postnummerservice, the Company together with Postnummerservice can choose another neutral third-party auditor.

8.4 The customer is responsible for any costs incurred in connection with requested revisions. Assistance from Postnummerservice that exceeds the standard service provided by Postnummerservice and/or Postnummerservice subcontractors to comply with applicable data protection legislation will be charged.

## **§ 9 DURATION AND TERMINATION**

9.1 This Agreement is valid as long as Postnummerservice Processes Personal Data on behalf of the Company in accordance with the current Service Agreement.

9.2 The agreement ends automatically when the Service Agreement ceases to apply. When the Agreement ends, Postnummerservice will delete or return Personal Data processed on behalf of the Customer, in accordance with the applicable clauses in the Service Agreement. Unless otherwise agreed in writing, the cost of such measures shall be based on;

i) hourly rate for Postnummerservice time and ii) the complexity of the requested process.

9.3 Postnummerservice may retain Personal Data after the Agreement has ended, to the extent required by law or agreement with an authority, with the same type of technical and organizational security measures as described in this Agreement.

## **§ 10 LIABILITY**

10.1 Liability for breach of the terms of this agreement is regulated by liability clauses in the General Terms and Conditions. This also applies to any violations committed by Postnummerservice subcontractors.

## **§ 11 APPLICABLE LAW AND JURISDICTION**

11.1 This Agreement is subject to applicable law and the jurisdiction specified in the General Terms and Conditions.

## **§ 12 CATEGORIES OF PERSONAL DATA AND REGISTERED**

12.1 A list valid at all times for the parts of the Service where Postnummerservice processes personal data in the capacity of personal data assistant to the Company as well as information about which categories of registered and personal data are processed is available on Postnummerservice's website

## **§ 13 OVERVIEW OF CURRENT SUBCONTRACTORS**

13.1 Current subcontractors to Postnummerservice who have access to the Company's Personal Data are reported on Postnummerservice's website.

2024-03-18

---