

1 Introduction

- 1.1 Conditions in the Agreement and its appendices take precedence over conditions in any special and service-specific terms and conditions, which in turn take precedence over these General Terms and Conditions.
- 1.2 Our customer's privacy is important to us. Bahnhof AB is the data controller of the customer's personal information under the agreement.

2 Contract Period

- 2.1 The Notice Period is one (1) month.
- 2.2 The Contract Period is calculated from the delivery date of the Service.

3 The Customer's Commitments and Obligations

- 3.1 The Customer shall continuously provide Bahnhof with all information necessary for the delivery and troubleshooting of the Service.
- 3.2 The Customer is not entitled to use Bahnhof's name, trademark, or other distinctive sign in marketing or similar without Bahnhof's written consent.
- 3.3 The Customer may not resell or share the Service with other companies (e.g. commercial web host, ISP or telecom operator). Agreements for this must be signed separately and in the event of a breach of this, Bahnhof is entitled to renegotiate the Agreement.

4 Maintenance

- 4.1 Bahnhof carries out regular preventive maintenance measures. Such maintenance shall be carried out during weekends and outside Regular Service Hours where possible.

5 Troubleshooting

- 5.1 Bahnhof provides email support via Bahnhof's Support Department during hours listed on Bahnhof.cloud
- 5.2 A Fault is defined as an interruption or disruption that prevents the Customer from using the Service to a reasonable extent.
- 5.3 Bahnhof is entitled to charge a fee outside Regular Service Hours in accordance with Bahnhof's tariff in force at the time.
- 5.4 In the event of a Fault for which Bahnhof is responsible, the Customer is entitled to a reasonable reduction in the fee for the Service to the extent of the effect of the service interruption or error. This right to a reduction only applies for the period from the time the Customer filed an error report to the time the service interruption or error was remedied. The amount of the reduction is limited to the fixed fee for one month of the Service affected by the service interruption or error. The reduction, which is applicable in place of damages and other consequences, is settled by a credit on the next invoice.
- 5.5 In the event of a Fault for which Bahnhof is not responsible, Bahnhof is entitled to charge a fee for troubleshooting and fault rectification in accordance with Bahnhof's tariff applicable at the time. Such faults include, among others, faults caused by:
- 5.6 The negligence of the customer or subcontractor.
- 5.7 Failure to comply with instructions on the use of the Service.
- 5.8 The Customer does not have the right to penalty payment, price reduction or compensation for damage caused by circumstances beyond Bahnhof's control, and the consequences of which could not reasonably have been avoided or overcome, e.g. atmospheric or technical disturbances, damage caused to the Customer by third parties, industrial disputes (whether or not involving Bahnhof staff), lightning, power failure, pandemic, fire, explosion, war, riot, flood, severe weather, natural disaster, act or omission of government or others for which Bahnhof is not responsible. Bahnhof shall be released from the obligation to perform under the Agreement for the duration of such circumstance.

- 5.9 Bahnhof is not liable for, and the Customer does not have the right to penalty, price reduction or damages compensation for, any lack of functionality in third party products or services that depend on the Service or equipment provided by Bahnhof.

6 Changes to the Service

- 6.1 Bahnhof has the right to change the scope and content of the Service in whole or in part because of circumstances beyond Bahnhof's control.
- 6.2 If reasonably possible, Bahnhof shall inform the Customer at least one (1) month before the change takes effect by e-mail to the Customer or notice on Bahnhof.cloud.

7 Fees, Billing, and Payment

- 7.1 The Customer is to pay the agreed fee for the Service, additional services, and hardware in accordance with the Agreement or Bahnhof's price list valid from time-to-time. The applicable price list is available from Bahnhof's Customer Service. The fee may consist of a variable fee, fixed fee, one-time fee, billing fee and/or start-up fee.
- 7.2 In addition to the fee, the Customer shall pay VAT and other public charges.
- 7.3 Invoicing is done monthly in advance.
- 7.4 The Customer shall pay the invoice within twenty (20) days of the invoice date.
- 7.5 If the Customer has not objected to the invoice within eight (8) days of the invoice date, the Customer is considered to have accepted the invoice.
- 7.6 If the Customer fails to make payment by the due date, Bahnhof is entitled to compensation for payment reminders and collection costs as well as interest on arrears at two percent per month on the overdue and unpaid amount. If, despite reminders and suspension of the Service, the Customer does not pay the overdue invoice, any other remuneration for the Service that has not yet been invoiced shall be deemed due for immediate payment.
- 7.7 Billing for Services is to start at the time agreed in the Agreement or on any other agreed delivery date or, if delivery is delayed for reasons solely attributable to Bahnhof, from the actual delivery date.
- 7.8 Bahnhof has the right to request advance payment or that the Customer provide security for the fulfilment of the Agreement if Bahnhof considers this justified because of a credit check. Bahnhof has the right to make deductions corresponding to outstanding claims, including costs specified in clause 7.6, from the advance payment amount.
- 7.9 Bahnhof is to notify the Customer of changes in fees at least 30 days in advance. However, Bahnhof has the right to increase fees with immediate effect if the increase is directly attributable to a change in exchange rate, tax or similar government levy, an index-linked cost increase, inflation, a change in the fee from a subcontractor (e.g. for electricity), or any similar circumstances beyond Bahnhof's control which affects Bahnhof's cost for the Service.
- 7.10 Bahnhof has the right to charge interest on late payment amounts, a reminder fee and collection costs in accordance with clause 7.6. If the Customer does not pay an overdue invoice despite a reminder, Bahnhof has the right to suspend the Service with immediate effect, terminate the Agreement and charge the full fee for the remaining Contract Period. If the Service is put back into use after suspension, Bahnhof is entitled to charge the Customer an administrative fee for this.

8 Transfer of Rights or Obligations

- 8.1 The Customer may not transfer the Agreement or assign the use of the Service to a third party without the written consent of Bahnhof.

- 8.2 Bahnhof may transfer its rights and obligations under this Agreement in connection with a merger, restructuring of the Bahnhof Group or transfer of all or part of the business.

9 Early Termination

- 9.1 Each Party has the right to terminate the Agreement with immediate effect if the other Party suspends payments, initiates liquidation proceedings, enters composition, is declared bankrupt or is otherwise presumed to be insolvent.
- 9.2 Each Party has the right to terminate the Agreement with immediate effect if the other Party has committed a material breach of the Agreement which has not been remedied within ten (10) working days of the written request.
- 9.3 Termination pursuant to paragraphs 5.1 and 5.3 shall be in writing and Bahnhof shall then be entitled to final invoicing for the remaining term of the Agreement.

10 Improper Use and Suspension of the Service

- 10.1 The Customer shall take reasonable steps to ensure that the Service is not subject to improper use. Improper use is defined as:
- a. Use contrary to Swedish law.
 - b. Dissemination of information that can reasonably be deemed to be unlawful or that is done with the aim of committing unlawful acts, to incite or enable another to commit unlawful acts.
 - c. Mass calls or unsolicited mass mailings (so-called spamming) that cause interference with the Bahnhof network or the Service.
 - d. Activity that causes disruption in the Service (e.g. distributed denial of service) for Bahnhof, Bahnhof's customers or third parties, whether connected to Bahnhof's network or the network of another operator.
 - e. Irresponsible dissemination of personal data.
 - f. Unauthorised access to information, networks or systems belonging to Bahnhof.
 - g. Activity that creates inconvenience for Bahnhof, Bahnhof's systems or Bahnhof's customers.
- 10.2 If the Customer fails to comply with its obligations under clause 10.1 or the Agreement in general, Bahnhof has the right to suspend the Service in whole or in part. If the Customer does not take immediate remedial action despite a reminder, Bahnhof is entitled to terminate the Agreement with immediate effect and is then entitled to charge a fee for the remaining Contract Period.
- 10.3 The Customer shall indemnify Bahnhof for all damages, including costs resulting from claims by third parties against Bahnhof, due to the Customer's breach of clause 10.1.

11 Damages

- 11.1 Bahnhof is not liable for any indirect loss, consequential loss or damage (including loss of production and income, loss of data and damage to other people's property) which could not reasonably have been foreseen by Bahnhof.
- 11.2 Bahnhof is not liable for any costs, loss or damage resulting from a person or entity corrupting, exploiting, or destroying information through unauthorized access to the Client's system.
- 11.3 In any event, Bahnhof's liability to the Customer is limited to a total maximum of SEK 10,000 per 12-month period during the term of the Agreement.

12 Force Majeure

- 12.1 Either Party is not obliged to compensate the other Party for damage or fulfil an obligation under the Agreement if the damage or failure is due to a circumstance beyond the Party's control, of the kind referred to in paragraph 12.2 and the circumstance prevents, considerably impedes, or delays the fulfilment of such obligation.

- 12.2 Exempting Circumstances include, but not be limited to, acts or omissions of public authorities, new or amended legislation, industrial disputes, blockades, war, riots, sabotage, extreme weather conditions, pandemics, lightning, fire, explosion, flood, natural disasters, accident or cable break caused by a third party, lightning, fire, governmental order or other public regulation, general shortage of transportation, goods, energy, and failure or delay in performance by a subcontractor due to such circumstance or any other similar circumstance. Other exempting circumstances shall include buried data or communications cable, major breakdown of suppliers supplying the public telecommunications network, urban fibre networks, national and international interconnection points linking Internet operators.

- 12.3 Party that requests relief under paragraph 12.2 is to promptly notify the other Party. The exemption shall be valid for as long as the Exempting Circumstance prevents performance, up to a maximum of three (3) months. Thereafter, either Party shall have the right to withdraw from the Agreement without any penalty being imposed by the other Party.

13 Changes to these Conditions

- 13.1 These General Terms and Conditions apply until further notice. Bahnhof has the right to amend the General Terms and Conditions and such amendments shall enter into force one (1) month after the amendment has been made publicly available on bahnhof.se.
- 13.2 If the amendment is to the substantial disadvantage of the customer, the customer has the right to terminate the Agreement with effect from the entry into force of the amendment. The termination must be in writing and must be made at the latest within three (3) months of the customer being informed of the change. If the Customer does not terminate the Agreement within the specified period, the Customer shall be deemed to have accepted the change.
- 13.3 Oral agreements must be confirmed in writing by Bahnhof.

14 Applicable Law and Disputes

- 14.1 Interpretation and application of the Agreement shall be in accordance with Swedish law.
- 14.2 Disputes concerning the interpretation or application of the Agreement, these General Terms and Conditions and other contractual terms and conditions shall be settled by a general court with Stockholm District Court as the first instance.