

General Agreement for an account in Examinare

1. GENERAL

1.1 This general agreement regulates the terms and conditions agreed upon between the Client and ITK Kroonan (ITK) regarding the subscription of an account in Examinare and services/features relating thereto.

1.2 The Client is a natural person or a juridical person.

1.3 The Client subscribes to at least one account during the agreed subscription period.

1.4 The functions and services included in the account are set out on the Examinare website or on invoices.

1.5 Within the scope of this general agreement an unlimited number of surveys can be made on the account.

1.6 Surveys on a specific account are limited to that organisation, or if the Client is a natural person, the organisation holding the account and which the Client is a part of.

1.7 In case of the account usage exceeding the limitations of the subscription an extra fee will be charged in accordance with at any time current prices.

2. SUBSCRIPTION PERIOD

2.1 The subscription period starts when the account is set up.

2.2 The agreement runs for the subscription period chosen by the Client at the time of the order.

2.3 The account ends automatically at 24:00 (GMT +01:00) the last day of the subscription period.

2.4 During the subscription period, but a minimum of three (3) days prior to the end of the subscription period, the Client can request an extension of the subscription period. Such a request is made to the ITK Support. (See paragraph 9.1.)

2.5 ITK has the right to annul the agreement if the Client is in breach of the agreement. No refunds will be made.

2.6 The Client has the right to cancel this agreement with immediate effect within twenty-four (24) hours of the start of the subscription period. Such cancellation must be made in writing and be submitted via fax.

3. PAYMENT

3.1 Fees for the subscription services are invoiced monthly in advance, twenty (20) days net, unless otherwise agreed between the parties.

3.2 If ITK has not received payment within five (five) days of sending a reminder by e-mail and post, the account will be closed until full payment has been received.

3.3 Interest on overdue payment will be charged in

accordance with Swedish law. Reminder and collection fees will be charged when applicable.

3.4 The Client must within seven (7) days of the invoice date report an incorrect invoice to ITK. The Client's right to dispute the invoice is forfeit should the complaint not be made on time.

3.5 Any changes of fees will be notified at the extension of the subscription period. Such a change of fee applies from the first day of the extended period.

3.6 The Client has the right to annul the agreement if the fee is increased. The cancellation must be made in writing and not earlier than the day of the fee increase.

3.7 ITK has the right to with immediate effect increase a fee if the increase is directly assignable to a change of foreign exchange, tax or other circumstances beyond the control of ITK that affect the costs of the agreed services.

3.8 Invoices are sent electronically to the Client's e-mail address at the same time the account is created. Invoices will not be sent by post to Clients with postal addresses outside Sweden.

3.9 Refunds of subscription fees will only be made when the cancellation of the subscription is due to serious interruptions of the services for which ITK is responsible. Refunds are only made for the interrupted period.

4. TRANSFER

4.1 The Client has the right to transfer the subscription only after the approval of ITK.

4.2 The transfer will not be effective until a written transfer agreement, signed by both of the transferring parties, is received and approved by ITK. When the transfer is finalised the party who transferred its account is not responsible for any future fees connected with the account.

5. RESPONSIBILITIES OF ITK

5.1 ITK is not responsible for situations where the Client's Examinare users are not able to access Examinare due to incorrect use of Examinare or errors of a third party.

5.2 ITK is not responsible for or liable to pay damages for direct or indirect damages or losses of data and information due to errors, interrupted deliveries, stoppages or interruptions outside the control of ITK, including but not limited to accidents, fire, explosion, war, riot, thunder, flooding, extreme weather, labour dispute or omission or negligence from a governmental body or from another third party. ITK cannot be held responsible or liable to pay damages if intrusion is made into the computer systems of ITK or ITK's suppliers and access to information and files belonging to the Client access to, changes to or the deletion of such information and files are made.

5.3 ITK and its suppliers have the right to search the Client's information and data for system maintenance

purposes and the control of issues as per paragraph 7.2. ITK has the right to move and copy information and data for technical purposes such as, but not limited to, back up and server changes. This is not refundable interruptions to the services.

5.4 ITK handles all client information as confidential and will not hand over information to a third party with the exception of suppliers when the Client orders extra features where ITK's suppliers are involved. ITK and its suppliers will only hand out information on request from government, police or equivalent bodies.

6. RESPONSIBILITIES OF THE CLIENT

6.1 The Client is responsible for all information within its account.

6.2 The Client will supply its own pictures, media, questions and logotypes. The Client is also responsible for the information entered into the account. ITK will not be held responsible for any violations of copyright law or any illegal actions within the account or in the material supplied by the client.

6.3 The Client undertakes not to attempt to get, unlawful access to information, computers or computer resources belonging to ITK or its suppliers.

6.4 The Client is responsible for all actions made from or connected to the account and services.

7. POLICY

7.1 To minimize an illegal use of Examinare accounts, ITK has the right to a discretionary consideration as per the rules in paragraph 7.2.

7.2 Violation against any of the below rules will give ITK the right to close the Client's account/accounts without a refund or other compensation.

It is not permitted to:

- a. Spread or publish unlawful, unethical or racist information or to instigate the spreading or publication of the same.
- b. Spread or publish pornography, sell sexual services or to instigate the before mentioned.
- c. Break or instigate the breaking of the laws of Sweden or any other country.
- d. Harass individuals, companies, organisations governmental bodies or equivalent organisations or bodies.
- e. Act in a way that will negatively affect the service, the technology behind the service, third parties or the internet.
- f. Spread or send SPAM, chain mail or equivalent.

- g. Unduly access server software or hardware not connected with the service.
- h. Act in a way that will negatively affect ITK or its clients.
- i. Access or attempt to access ITK's systems or through ITK's system access or attempt to access other systems.
- j. State and supply incorrect information when ordering or contacting ITK.

8. CHANGES TO AGREEMENT

8.1 ITK reserves the right to change this agreement without notifying the Client. The new agreement will be published on the Examinare website.

9. DISPUTES

9.1 Disputes between ITK and the Client arising from this agreement shall in the first instance be solved directly between the parties. Has no resolution been reached within three (3) months from when a party gave notice to the matter in question the dispute shall be determined by Swedish court. The Kristianstad district court has exclusive jurisdiction.

The decision of the court cannot be appealed.

10. SUPPORT

10.1 The ITK support is available on telephone number +46 44 10 14 15 on weekdays at 09:00 to 12:00 and 13:00 to 17:00 GMT +01:00, excluding Swedish national holidays. Email can be received 24 hours per day. Support matters received outside of office hours will be answered no later than the next working day.