

Terms of Use

By completing the user registration form (creating a user account) you agree to be bound by (i) the following terms and conditions (“Terms of Use”) and (ii) any and all Agreements entered between Agency9 and Customer. Any limitations of Agency9’s obligations set out in Agreements between Agency9 and Customer shall also be fully applicable vis-à-vis the User.

1 Definitions

1.1 “Customer” means the individual or the legal entity who activates Services provided by Agency9 and assumes payment responsibility for the same towards Agency9.

1.2 “Content” means all visual, written or audible data, information or material including, without limitation: documents, spatial data, models, text, form entries, web pages, and similar material, which are uploaded to, transferred through, publicly posted, processed or entered into the Services by the User or End User.

1.3 “Employer” means the legal entity entitled to ownership of the e-mail address used by the User upon registering and to which the User is associated through an employment relationship, consulting arrangement or similar circumstances. Employer shall not mean an Internet Service Provider (ISP) or similar provider even though such provider may be entitled to ownership of the e-mail address utilised by the User.

1.4 “End User” means individual given access to the external view of the Workspace as published by the User.

1.5 “Services” means the web services, all the User’s Workspaces, associated software, and other services related thereto provided to the User by Agency9 in accordance with this agreement and with the characteristics and features as described at www.Agency9.com from time to time.

1.6 “Trial Service” means a Workspace or Service, which is provided free of charge or which is under development or evaluation and is marked “demo” or “evaluation” or “trial” (or a similar designation).

1.7 “User” means the individual who registers a user account and gains access to the Services provided by Agency9.

1.8 “Web Site” means Agency9’s web site at www.agency9.com.

1.9 “Workspace” means a single service with a defined set of subscription terms and limited group of Users who are authorised to access the service.

2 Services and Grant of Rights

2.1 Subject to these Terms of Use and the subscription agreement with Customer, Agency9 hereby grants to the User a non-transferable, non-exclusive, non-sublicensable limited term right to access and use the Services.

2.2 In the event the User accepts these Terms of Use and creates a user account using an e-mail address belonging to an Employer, such user account may be or may later become subject to additional terms and conditions resulting from the Employer’s existing or future business relation with Agency9. The User is aware of and acknowledges that the Employer, in such event, may effectuate actions that could change the nature of the Services provided to the User or impose access restrictions on the User’s access to the Services and Content. Such actions may include, without limitation, administrative actions by the Employer, instructions issued by the Employer to Agency9 and actions due, but not limited to, a reorganization, discontinuation of an employment or consulting relationship with the User.

3 User Obligations

3.1 The User shall comply with the security and administrative regulations as notified in conjunction with registration, by e-mail, as made available on the Web Site, or in any other manner.

3.2 The User undertakes, in conjunction with registration, to provide correct information regarding the User’s identity and a correct and legitimate e-mail address.

3.3 The User shall be responsible for the activities conducted through use of the Services and shall ensure compliance with national laws in conjunction therewith. All Content uploaded to, transferred through, publicly posted, processed or entered into the Services by the User and/or End User shall be the sole responsibility of the User.

3.4 The User shall be responsible for monitoring its Workspaces and shall be liable vis-à-vis Agency9 for ensuring that Content transferred to or handled within the Services which is processed by the User and/or End Users does not infringe any third party rights nor in any other manner violates governing legislation, and that the User

possesses such necessary licenses from third parties as may be required in order to process the Content/use the Services.

3.5 The User undertakes to use the Services in such a manner that such use does not prevent or disrupt other computer communications or mobile telephone communications or prevent or disrupt the equipment employed in order to provide and use the Services.

3.6 The User is aware and acknowledges that it is not permitted use the Services in order to gain material in violation of law or material which in any manner contravenes generally accepted practices.

3.7 The User undertakes not to use the Services in order to obtain material which per se or if sent to another party might injure the reputation of a third party, or in any manner which may result in the infringement of any third party's copyright, or which constitutes a dissemination of business secret, or may incite a third party to commit or participate in a crime, or may be understood as constituting a threat, or to use the Services in any other manner incompatible with the purpose thereof.

3.8 The User undertakes not to provide access to the Services to anyone else than individuals who have completed the registration form and thereby agreed to the Terms of Use. Exception is granted for the external view of the Service published to End Users . User accounts cannot be shared or used by more than one individual User.

3.9 The User is obligated to notify Agency9 regarding any suspected breach of these provisions.

4 Personal Data, Privacy

4.1 In order for the User to be able to use the Services, the User must provide certain data to Agency9, including but not limited to full name, e-mail address and contact details. In the event the User registers a user account following an invitation from another User or customer to Agency9, such information may also have been provided to Agency9 by the inviting User or customer to Agency9. Following receipt of such data, Agency9 will process the same using automatic data processing in order to enable Agency9 to administer and otherwise perform its obligations within the scope of the Services and to ensure that unauthorised persons do not gain access to the Services. As provided in section 6 "Confidentiality", Agency9 will not disclose to any third party any personal information pertaining to the User. Upon request, the User has the right to access the personal data related to the

User. The User also has the right and the obligation to rectify such data.

Further information may be obtained by contacting the data controller, Agency9 AB, at the following address:

Agency9 AB, Jakobs Torg 3, SE-111 52 Stockholm, Sweden, info@agency9.com

4.2 In addition, in order for the User to be able to use the Services, the User must also allow Agency9 to store and retrieve session information on the User's end terminal equipment, through the use of "cookies". The purpose of such storage and retrieval of information is to enable the necessary login/logout procedures used in the Services and to ensure that unauthorised persons do not gain access to the Services.

4.3 According to the Personal Data Act (1998:204), Agency9 must obtain the consent of the registered persons (i.e. the User) to the processing of the relevant personal data by Agency9.

4.4 According to the Electronic Communications Act (2003:389), Agency9 must obtain the consent of the registered persons (i.e. the User) to the purpose of storage and retrieval of information on the registered persons' end terminal equipment.

4.5 By accepting this agreement, the User explicitly consents to (a) the collection and processing by Agency9 of personal data as described above, (b) the storage of such data until the user account is terminated by the User, and (c) the storage and retrieval of information on the User's end terminal equipment as described above.

4.6 Agency9 shall adopt reasonable measures to protect the privacy of the User. Agency9's information gathering and dissemination practices are set forth in the Privacy Statement applicable from time to time, which is available on the Web Site.

5 Security, Passwords

5.1 The User shall ensure that identities, passwords, and equivalent obtained by the User in conjunction with registration are stored and used in a secure manner and cannot be accessed and thereby used by third parties. The User shall be liable for any unauthorised use of the Services. Agency9 shall have no liability for any loss or damage arising from the User's failure to comply with these requirements.

5.2 Where it is suspected that any unauthorised person has become aware of the user identity and/or password, the User shall immediately

inform Agency9 thereof.

5.3 The User shall be liable for losses or damage incurred by Agency9 where the User intentionally or negligently reveals the user identity/password to a third party. The User shall furthermore be liable for losses or damage incurred by Agency9 where the user identity and password otherwise become known to an unauthorised party, unless the User notifies Agency9 immediately upon suspicion that such has occurred.

5.4 Agency9 shall adopt reasonable measures to ensure that the security of the Services meet relevant industry standards. Agency9's security measures are set forth in the Security Policy as applicable from time to time, which is available on the Web Site.

6 Confidentiality

6.1 Agency9 undertakes not to disclose to any third party, or otherwise make available, information received by Agency9 from the User within the scope of this agreement. "Third party" in this section shall not mean the Users who have access to the same Workspace, unless the Users' authorisation and access to the Workspace is specifically restricted by the User.

7 Amendments

7.1 Agency9 reserves the right to amend these Terms of Use at any time without prior notice. The User shall be informed of such amendments by e-mail or through the information being made available on the Web Site.

8 Term and Termination

8.1 These Terms of Use shall enter into force upon acceptance by the User through execution of the Terms of Use online in conjunction with registration. These Terms of Use shall remain in full force for an indefinite term until such time that all Workspaces and the user account are closed.

8.2 Upon termination of a Workspace, the Agreement with Customer or these Terms of Use, Agency9 shall not be responsible for the Content generated within the scope of the Workspace in question or the Services. Accordingly, the User must ensure that the User possesses the necessary back-up copies, etc. of the Content that the User desires to retain.

9 Access Restrictions, Premature Termination

9.1 Agency9 shall be entitled, with immediate effect, to disable the User's access to a Workspace or to the Services or to prematurely terminate this agreement where: (a) the User uses the Services in

a manner that entails the perpetration of a crime; (b) the User uses the Services in a manner that occasions losses or the risk of loss for Agency9 or any third party; (c) the User uses the Services in a manner that violates Agency9's security or administrative regulations; (d) it may be reasonably assumed that continued dissemination of Content violates governing law; (e) the User uses the Services in a manner whereby the User utilises resources or seeks unauthorised access to Agency9's systems which are not intended for the User; or (f) the User otherwise fails to comply with the above and such breach of contract is material.

10 Assignment

10.1 The User shall not be entitled to assign his/her rights or obligations under these Terms of Use.

11 General Provisions

11.1 These Terms of Use have been prepared in the English language and the same shall be controlling in all respects. Any non-English versions of these Terms of Use are provided solely for accommodation purposes.

11.2 If any provision of these Terms of Use are declared unenforceable for any reason, the remainder of the terms will continue in full force and effect, and the unenforceable provision shall be amended to the extent possible and permitted by law to achieve as nearly as possible the same intent and economic effect as the original provision.

12 Governing Law and Disputes

12.1 These Terms of Use and the ensuing relationship between Agency9 and the User shall be construed in accordance with, and governed by, the laws of Sweden.

12.2 Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be English.