General Terms of Service

These general terms of service (the "Terms") govern the use of, and the subscription to, the Populum platform and all related services provided by Populum AB ("Populum") to Customer.

1. Background and purpose

1.1. The Customer has decided to conduct user surveys to increase user engagement aiming to enhance the Customer's working conditions (referred to as "the Purpose"). For this purpose, the Customer has chosen Populum as the provider of a cloud-based web-service (referred to as "the Service").

1.2. According to the agreement between the parties (referred to as "the Service Agreement"), both parties agree that Populum will provide the Service to the Customer, along with any related services, under the following Terms of Service (referred to as "the Terms"). These Terms are an integral part of the Service Agreement and the Personal data processor agreement.

2. Definitions

"Agreement" refers to all documentation that constitutes contractual content between the parties; the Service Agreement, the Terms, any appendices mentioned in the Service Agreement or in the Terms.

"Service Agreement" refers to a written commercial agreement between the parties in which the Service and agreed Consulting Services that Populum shall provide to the Customer are specified. The Service Agreement may consist of a quote submitted by Populum and approved by the Customer in writing, or a (digitally or physically) signed agreement.

"Customer Data" refers to any content, which may include Personal Information of Users, that Customer or Users submit or transfer to Populum in conjunction with using the Service, including customized questions, answers to surveys, and comments.

"User" refers to Customer's employees or other individuals authorized by Customer to access the Service on Customer's behalf.

"Service Specification" refers to a description of the Service with different functionality available on Populum's website.

"Populum's information" refers to login information for accessing the Service and the information provided related to the Service provided by Populum.

"Customer's information" refers to the information provided by the Customer to Populum in its use of, or otherwise connection with, the Service.

"Account" the primary means for accessing and using the Service.

"Confidential Information" means all information, oral as well as written, that either Party receives (the "Receiving Party") from the other (the "Disclosing Party"), and which is related to the Disclosing Party's business concept, products, know-how, technology, marketing planning, strategies, research and development, and the like. However, the information shall not be considered Confidential Information if the Disclosing Party expressly declares it to be non-confidential.

"The Parties" means collectively the Customer and Populum.

"DPA" shall mean the Personal data processing agreement agreed between the Parties as an integral part of the Terms, under which the Customer is data controller and Populum is data processor.

3. Populum Obligations

3.1   Populum undertakes to provide the Service to the Customer from the Start Date in accordance with the Service Agreement including the Terms, and the DPA.

3.2   Populum delivers the Service and Consulting Services in a technically competent and professional manner and materially in accordance with the Services Description.

3.3   The Service is provided on an "as is" and "as available" basis. This means that Populum does not guarantee that the Service always will be fully available for example due to scheduled and unplanned maintenance or technical issues. The Customer accepts that Populum may schedule maintenance of the Service and that the Service may be, wholly or partly, unavailable during such maintenance. Populum makes reasonable efforts to schedule any maintenance outside ordinary office hours and limit the potential impact such maintenance may have on the Customer's use of the Service.

3.4   Populum is entitled to suspend and/or cease providing the Service, without prior notice to the Customer if; (i) the Customer or its Users, or may with reason be suspected of using, the Service in a manner or purpose for which the Service is not intended, or (ii) in case of reasonable suspicion of unlawful or unauthorized use of the Service.

3.5   Populum reserves the right to make improvements, additions and changes to Service at any time without notice. Populum will provide Customer with prior notice if there is a change to the Service resulting in overall material decrease in the purpose of the Service. If such material decrease occurs, and Customer is materially impacted in its use of the Service, Customer may terminate its subscription in accordance with Section 5.4 a.

3.6   Populum represents and warrants that: (i) the Service does not infringe on any third party intellectual property rights; and (ii) contingent upon Customer's proper use, Customer's use of the Service does not infringe on any third party intellectual property rights.

4. Customer's Obligations

4.1   The Customer shall use the Service in compliance with all applicable laws, regulations, and these Terms. The Customer shall be responsible for ensuring that its Users comply with these obligations.

4.2   The Customer shall ensure that any data, information, or content uploaded, transmitted, or stored using the Service does not infringe upon the rights of any third party or violate any applicable laws or regulations. The Customer shall be solely responsible for obtaining any necessary consents, permissions, or licenses required for the use of such data or content.

4.3   Customer is responsible to provide its users with software and communication services necessary to connect to and use the Service.

4.4   The Customer agrees not to engage in any of the following activities with regard to the Service or any part thereof: copying, modifying, creating derivative works, reverse engineering, attempting to discover the source code, assigning, sublicensing, or transferring any rights.

5. Term and Termination

5.1 The Terms are accepted as soon as one of the following occurs first; (i) the Customer has received the confirmation of the creation of the Account and necessary credentials from Populum in order to log in to the Account; or (ii) the Start Date as stated in the Service Agreement (refers to as "the Effective Date").

5.2 The Terms are effective as of the Effective Date until all Service Agreements, have expired or until they are terminated by any or both Parties in accordance with Clause 5 (Term and Termination)

5.3 Customer can terminate the Service Agreement at the end of each agreement term, by giving Populum three (3) months prior written notice of termination. If not terminated, the Service Agreement will be automatically renewed, for twelve (12) months at a time.

5.4 A Party is entitled to terminate the Service Agreement in advance at any time:
   a) if the other Party substantially fails to fulfil its obligations under the Service Agreement and fails to remedy such failure within thirty (30) days following a written notice from the other Party of the breach, with a reference to the provision in the Service Agreement that has been and is being breached, or
   b) if the other Party is declared insolvent, initiates composition proceedings or is subject to liquidation.

5.5 Any termination of the Service Agreement shall be in writing.

5.6 Notwithstanding any termination or expiration of the Agreement, the following provisions shall survive and remain in effect: 7 (Limitation of Liability), 8 (Intellectual Property Rights), 10 (Use of Information), 12 (Confidentiality), 14 (Indemnification), and 19 (Governing Law and Disputes) shall survive termination or expiration of the Service Agreement for any reason. These surviving provisions shall continue to be binding upon the Parties and shall govern their respective rights and obligations even after the termination or expiration of the Terms.

5.7 The termination of the Agreement shall not relieve the Parties of any obligations or liabilities that have accrued prior to such termination or expiration, including any obligations expressly stated to survive termination. Any rights or remedies that the Parties may have under the Agreement shall be cumulative and in addition to any other rights or remedies provided by law.

5.8 Upon termination of the Subscription Agreement, the Customer is obliged to pay to Populum any fees due to the Customer. As of the date of termination of the Service Agreement, neither the Customer nor the Users may use the Services. Populum will store Customer Data and for a period of up to sixty (60) days after the date of termination following which, Populum is entitled to delete the Customer Data.

6. Fees

6.1 Unless otherwise agreed in writing in the Service Agreement, the Customer will pay to Populum Service Fees in advance prior to each Term. If the Term is at least one year, payment of the Service Fee shall be made yearly in advance. Payment of other than Service Fees shall be made in accordance with other applicable terms.

6.2 Unless otherwise agreed in the Service Agreement, the Service Fee shall be adjusted annually in accordance with the yearly adjustment of the SCB Labour Cost index, non-manual workers, private sector (LCI non-man), industrial classification J. The Service Fee shall however not be lower than the amount stated in the Service Agreement together with previous adjustments made according to this section.

6.3 Unless otherwise specified in the Service Agreement, all fees and expenses are due within 30 days of the billing date. Any late payments are subject to default interest in accordance with the Swedish

Interest Act (Sw. Räntelagen (1975: 635)) and a reminder fee and/or collection fee in accordance with applicable laws.

7. Limitation of liability

7.1 The Parties acknowledge that, to the extent permitted by applicable law, the liability for damages arising out of or in connection with these Terms shall be limited. Neither Party shall be liable for any indirect, incidental, consequential, or special damages, including but not limited to loss of profits, data, or business opportunities.

7.2 Populum's total liability under this agreement (including under any appendix or other document forming an integral part of the Terms), whether in contract, tort (including negligence), or otherwise, shall be limited to the total amount paid by the Customer to Populum for the use of the Service during the twelve (12) months preceding the event giving rise to the liability.

7.3 The Customer acknowledges and agrees that the Service Provider shall not be responsible for the content of any data or information uploaded, transmitted, or stored using the SaaS service. The Customer is solely responsible for ensuring the accuracy, legality, and compliance of such data or information.

8. Intellectual property rights

8.1 Populum, or any third party with which Populum cooperates, owns and holds all intellectual property rights to the Service, related Populum content, formats and dashboards, and shall own and hold all intellectual property rights to changes and improvements to the Service including changes and improvements to the Service arising from the Customers' use of the Service. Populum also owns and holds all intellectual property rights to Populum's Information. However, the Customer and its Users are entitled to use the Service and Populum's Information to the extent specified in these Terms.

8.2 The Customer owns and holds all intellectual property rights relating to Customer Data. However, Populum is entitled to use Customer's Data to the extent specified in these Terms.

9. Development and Change of Services.

9.1 The Customer is aware and accepts that Populum continuously develops and improves the Service. As such, Populum may during the Term change or modify the Service, including removing or adding functionality and features to the Service without prior notice.

10. Use of information

10.1 Populum undertakes, with the following exceptions, only to use the Customer Data for the provisioning of the Service and in no other way for its own or another use the Customer Data without the written approval of the Customer. However, Populum is free to use Customer Data for statistics in anonymous form and such of the Customer Data that may lead to changes and improvements to the Service.

10.2 Populum has the right to provide general information about the Customer's use of the Service for marketing and external communication regarding the Service.

11. Modifications to Terms

11.1 Populum reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time by posting such changes on or through the Service. Your continued use of the Service after such changes have been posted as provided above constitutes your binding acceptance of such changes. Such amended Terms will automatically be effective upon the earlier of (i) your continued use of the Service, or (ii) 30 days from posting of such modified Terms on or through the Service or on Populum website.

12. Confidentiality

12.1 The Parties jointly and severally, undertake to (i) keep secret and hold in confidence any Confidential Information obtained from the other; (ii) not, without the written consent of the other Party, use the other Party's Confidential Information for any purpose other than the Purpose or such other purpose as may be agreed upon in writing between the Parties; (iii) take all steps necessary to prevent Confidential Information from being disclosed or delivered to any other person or associate than those users or advisers of the Parties respectively directly concerned with the Purpose; (iv) see to it that all persons who receive Confidential Information on behalf of the Parties respectively are notified of this obligation of confidentiality. However, such notice will not disclaim the Party in question from responsibility for the person or associate or otherwise under this Agreement; (v) not make any record or copy of any drawing, description, specification, or other document or other disclosure or embodiment of the Disclosing Party's Confidential Information without the prior written consent of the Disclosing Party; and (vi) not copy, reverse engineer, reverse compile, or attempt to derive the composition of, or information underlying, the Disclosing Party's Confidential Information.

13. Data Protection

13.1 Each Party shall be responsible for complying with applicable data protection laws, including the General Data Protection Regulation (2016/679) to the extent it applies to the Party, with respect to its own processing of personal data in connection with the Service Agreement.

13.2 Populum will process personal data as a processor on behalf of the Customer in connection with the provision of the Service. The Parties agree that Populum's DPA, as amended from time to time, available on the Website shall apply to Populum's processing of personal data on behalf of the Customer to the extent the General Data Protection Regulation (2016/679) applies to the processing.

14. Indemnification

14.1 The Customer shall indemnify, defend and hold harmless Populum against any damages or costs arising out of any claim brought by any third party and arising out of (i) any breach by the Customer of its obligations under the Agreement, (ii) any User's use of the Service, or (iii) any infringement, misappropriation or violation of any intellectual property rights or other rights as a result of the use Customer Data in the Service.

14.2 Populum shall indemnify, defend and hold harmless the Customer against any damages or costs arising out of any claim brought by any third party and arising out of any infringement, misappropriation or violation of any intellectual property rights or other rights in the Service as such.

15. Notices

15.1 Populum may send notices pursuant to the Terms to Customer's email contact points provided by Customer. Customer may send notices pursuant to the General Terms to Populum at legal@populum.se

16. Force Majeure

16.1 If a party is prevented from fulfilling its obligations under the Service Agreement due to circumstances beyond the party's reasonable control, which may include denial-of-service attacks, fire, lightning strikes, labor conflicts, riots, power outages or other barriers for data transmission or a failure by a sub-processor or third party hosting provider due to circumstances specified herein, this shall constitute a basis for exemption which implies the postponement of the date of performance and relief from damages and other possible penalties.

17. Severability

17.1 To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfil its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

18. Entire Agreement

18.1 This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations and discussions between the parties with respect to the Service. In the event of inconsistency between these General Terms of Service and the Service Agreement and its referred documents, these Terms shall prevail unless explicitly varied by written agreement between the parties.

19. Governing Law and Disputes

19.1 The General Terms shall be governed, construed, and enforced solely in accordance with the laws applicable in Sweden.

19.2 Any dispute, controversy, or claim arising out of, or in connection with these General Terms, or the breach, termination, or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce. The language to be used in the arbitral proceedings shall be English unless the Parties have agreed otherwise.