

# TERMS OF USE

These terms have to be accepted by all Users of Boardeaser. By completing the user registration form (creating a user account) you agree to be bound by the following terms and conditions ("**Terms of Use**").

You also agree to the Terms of Service on behalf of the Organisation whose account you access. The Terms of Service can be found at [boardeaser.com/terms](https://boardeaser.com/terms) and in the Service on Settings. In cases of contradiction between the Terms of Use and the Terms of Service the latter shall have precedence.

## 1. DEFINITIONS

1. "**Content**" means all visual, written or audible data, information or material including, without limitation: documents, text messages, form entries, web pages, images and similar material, which are uploaded to, transferred through, publicly posted, processed or entered into the Service by the User.
2. "**Organisation**" means the legal entity who activates the Service provided by Boardeaser and if applicable assumes payment responsibility for the same vis-à-vis Boardeaser. An Organisation has one or more Users.
3. "**Service**" means the web service developed by Boardeaser accessible on the Internet. The Service includes all the functions and subscriptions including add-ons, Workspaces of the User or Organisation, associated software, and other services related thereto provided to the User by Boardeaser in accordance with these Terms of Use and the Subscription Agreement and with the characteristics and features as described on the Website as defined below.
4. "**Terms of Service**" means the agreement including appendices that the Organisation and Boardeaser enters for the acquisition and use of the Service.

5. **“User”** means the individual who registers a user account and gains access to the Service. A User can access the Workspace of one or more Organisations.
6. **“Web Site”** means Boardeaser’s web site at boardeaser.com, including all sub-domains such as www.boardeaser.com, app.boardeaser.com, support.boardeaser.com.
7. **“Workspace”** means the part of the Service reserved for the Organisation and its limited group of Users who are authorised to access the Service.

## 2. SERVICE AND GRANT OF RIGHTS

Subject to these Terms of Use, Boardeaser hereby grants to the User a non-transferable, non-exclusive, non-sublicensable limited term right to access and use the Service.

## 3. USER OBLIGATIONS

1. The User undertakes, in conjunction with registration, to provide correct information regarding the User’s identity and a correct and legitimate e-mail address.
2. The User shall be responsible for the activities conducted through use of the Service and shall ensure compliance with any applicable laws and regulations in conjunction therewith as well as the Terms of Use and Terms of Service. All Content uploaded to, transferred through, publicly posted, processed or entered into the Service by the User shall be the sole responsibility of the User.
3. The User shall be liable vis-à-vis Boardeaser for ensuring that Content transferred to or handled within the Service which is processed by the User and/or individuals invited by the User 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 and /or use the Service.

4. The User undertakes to use the Service in such a manner that the use does not prevent or disrupt other communications or prevent or disrupt the equipment employed in order to provide and use the Service.
5. The User is aware of and acknowledges that it is not permitted to use the Service in order to process or gain material in violation of law or process or gain material which in any manner contravenes generally accepted practices.
6. The User undertakes not to give access to the Service to any individual other than the regular registration process.
7. The User undertakes not to provide access to the Service to anyone else than individuals who have completed the registration form at the Web Site and thereby agreed to the Terms of Use. User accounts cannot be shared or used by more than 1 individual User.
8. The User is obligated to notify Boardeaser regarding any suspected breach of these provisions without delay.

#### **4. PERSONAL DATA, PRIVACY**

1. In order for the User to be able to use the Service, the User must provide certain data to Boardeaser, including but not limited to full name and e-mail address. Following receipt of such data, Boardeaser will process the same using automatic data processing in order to enable Boardeaser to administer and otherwise perform its obligations within the scope of the Service and to ensure that unauthorised persons do not gain access to the Service.
2. As provided in Section 6 below (Confidentiality), Boardeaser will not disclose to any third party any personal information pertaining to the User unless necessary to fulfill Boardeaser's obligations as provider of the Service.

3. 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.
4. The responsibilities of the Organisation regarding personal data are stated in the Terms of Service. Further information regarding Boardeaser's role as data controller may be obtained by contacting [info@boardeaser.com](mailto:info@boardeaser.com)
5. In addition, in order for the User to be able to use the Service, the User must also allow Boardeaser 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 Service and to ensure that unauthorised persons do not gain access to the Service.
6. According to applicable data protection laws, Boardeaser must obtain the consent of the registered persons (i.e. the User) to the processing of the relevant personal data by Boardeaser.
7. By accepting these Terms if Use, the User explicitly consents to (a) the collection and processing by Boardeaser of personal data as described above, (b) the storage of such data as long as it appears in any Content or Workspace in the Service, and (c) the storage and retrieval of information on the User's end terminal equipment as described above.
8. Boardeaser shall adopt reasonable measures to protect the privacy of the User.
9. The User may at any time withdraw its consent to the collection and processing of personal data as described above by contacting Boardeaser. The User is aware that such withdrawal of consent automatically means that the User's account is cancelled and that the User no longer will have access to the Service.

## 5. SECURITY, PASSWORDS, ETC.

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 by and thereby used by third parties. The User shall be liable for any unauthorised use of the Service. Boardeaser shall have no liability for any loss or damage arising from the User's failure to comply with these requirements.
2. Where it is suspected that any unauthorised person has become aware of the user identity and/or password, the User shall immediately inform Boardeaser thereof.
3. The User shall be liable for losses or damage incurred by Boardeaser where the User intentionally or negligently reveals the user identity/password to a third party. The User shall furthermore be liable for any loss or damage incurred by Boardeaser where the user identity and password otherwise become known to an unauthorised party, unless the User notifies Boardeaser immediately upon suspicion that such has occurred.
4. Boardeaser shall adopt reasonable measures to ensure that the security of the Service meet relevant industry standards.

## **6. CONFIDENTIALITY**

1. All Content uploaded to, transferred through, publicly posted, processed or entered into the Services by the Organisation or a User shall remain the sole property of the Organisation or its respective legal owner. Boardeaser shall have no liability for such Content.
2. Employees of Boardeaser can on request be given access to the Service, eg for support activities. All employees of Boardeaser are bound by Non-Disclosure Agreements.

## **7. AMENDMENTS**

Boardeaser 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 information being made available on the Web Site.

## **8. TERM AND TERMINATION, ETC.**

1. These Terms of Use shall enter into force upon acceptance by the User in conjunction with registration of a user account. These Terms of Use shall remain in full force for an indefinite term until such time that the User's account are terminated.
2. Upon termination of a Workspace or these Terms of Use, Boardeaser shall not be responsible for Content generated within the scope of the Workspace in question or the Service. Accordingly, the User must ensure that the User possesses the necessary back-up copies, etc. of Content that the User desires to retain.

## **9. ACCESS RESTRICTIONS, PREMATURE TERMINATION**

Boardeaser shall be entitled, with immediate effect, to disable the User's access to a Workspace or to the Service where: (a) the User uses the Service in a manner that entails the perpetration of a crime, (b) the User uses the Service in a manner that causes losses or the risk of loss for Boardeaser or any third party, (c) the User uses the Service in a manner that violates Boardeaser's security or administrative regulations, (d) it may be reasonably assumed that continued dissemination of Content violates governing law, (e) the User uses the Service in a manner whereby the User utilises resources or seeks unauthorised access to Boardeaser's systems which are not intended for the User, (f) the Organisation has failed to pay in accordance with the Subscription Agreement, or (g) the User otherwise fails to comply with the above and such breach of contract is material.

## **10. MISCELLANEOUS**

1. The User is not entitled to assign his/her rights or obligations under these Terms of Use.
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.

## **11. GOVERNING LAW AND JURISDICTION**

1. These Terms of Use and the ensuing relationship between Boardeaser and the User shall be governed by and construed in accordance with the substantive laws of Sweden.
2. The ordinary courts in Sweden shall have exclusive jurisdiction for all disputes arising from this Subscription Agreement.