



# TRUSTVIEW

## TERMS AND CONDITIONS

V1.3



## 1. Introduction

1.1  
These terms and conditions (the "Terms") apply for the use of Trustview which is a software provided by Evertrust Consulting AB, org. no. 559119-1167 ("Evertrust").

1.2  
Trustview is provided as Software as a Service (SaaS), which means that access to Trustview is provided through one of Evertrust's websites without a copy of the software being downloaded to the user's unit. "Customer" refers to the party entering into an agreement with Evertrust by signing a license agreement.

1.3  
The parties' agreement consists of said license agreement and these Terms, (the "Agreement"). Provisions under the license agreement shall take precedence over these Terms.

1.4  
Trustview is a legal GDPR-solution used by organization to facilitate administration, mapping and ongoing work related to processing of personal data. Trustview is created by GDPR-lawyers and information security specialists and is based on Evertrusts GDPR-framework. Evertrusts GDPR-framework which is included in Trustview visualize and explain all legal requirements of the GDPR and provides easy to use definition of done for each GAP or task. This enables organizations to become compliant with GDPR in a structured and organized way.

Although Evertrust's GDPR-framework contains, along with many other things, easy to follow guidelines and explanations for all legal requirement in the GDPR, it is always the Customer's responsibility to identify, assess and comply with its obligations and to seek legal advice if the Customer is in need thereof.

Evertrust shall not be liable, responsible, or accountable for any loss or damage resulting from, incidental to or relating to the provision of services in Trustview under this Agreement, including, without limitation, any advice given to the Customer by Evertrust.

## 2. Term of Agreement

2.1  
The term of Agreement shall be twelve (12) months from the date where both parties have signed the license agreement (the "Term of Agreement").

2.2  
If the Customer has not, at least three (3) months before the end of the Term of Agreement, terminated the Agreement, the Term of Agreement is automatically prolonged thereafter by twelve (12) months per occasion. During such prolonged Term of Agreement, the terms of the Agreement shall still apply, however with adjusted fees in accordance with Evertrust's at each time applied price list.

## 3. Scope and limitations of right to use

3.1  
Through the Agreement, the Customer is granted a non-exclusive and nontransferable right to use one or more modules in Trustview ("Right to Use") as specified in the license agreement and for the duration of this Agreement. Any other rights related to Trustview, including without limitation ownership or intellectual property rights, are vested in Evertrust and nothing in the Agreement changes that.

3.2  
The Right to Use applies during the Term of Agreement provided that the Customer has fulfilled its payment obligations in accordance with section 7 below.

3.3  
The Right to Use is limited to the use within the Customer's business and the number of users as agreed through the license agreement or otherwise thereafter. Login credentials are personal, and the Customer is responsible for that several individuals does not use the same login credentials and that the login credentials are kept confidential by the Customer and/or individual users and shall in case of suspicion of abuse of login credentials or unauthorized access thereto, immediately notify Evertrust.

3.4  
The Right to Use includes all updates of Trustview made publicly available through the

service but not any add on services or add on features that Evertrust may come to offer.

#### **4. Prohibition of copying and transfer etc.**

##### 4.1

The Customer may not in any way copy or change anything in Trustview. The Customer may not remove, destroy, or change any information concerning ownership of any kind related to Trustview. The Customer may not try to gain access to or in any way extract the source code of Trustview.

##### 4.2

The Customer may not assign or transfer the Right to Use, or in any other way make available, Trustview, in parts or in full, to any third party without Evertrust's prior written consent.

##### 4.3

The Customer is responsible for complying with any applicable rules and regulations and may not use Trustview in any way that violates such rules or regulations.

##### 4.4

The Customer is responsible for that anyone using Trustview through the Customer's account abides by the Agreement, including but not limited to this section 4.

#### **5. The Customer's data etc.**

##### 5.1

The Customer's information, documentation, material, and other data the Customer in accordance with the Agreement is processing in Trustview (the "Customer's Data") is the property of the Customer or its licensors, and nothing in this Agreement changes that.

##### 5.2

The Customer is responsible for that the Customer's Data does not contain virus or in any other way may harm or adversely affect Trustview or Evertrust's systems otherwise.

##### 5.3

The Customer is responsible for that the Customer's Data does not violate any third party's property rights. The Customer further warrants to protect Evertrust from any claims directed against Evertrust as a result of the Customer's Data, and to indemnify and hold

harmless Evertrust from third parties' claims as a result of the Customers violation of this section 5.

##### 5.4

Evertrust has the right to use the Customer's Data to fulfil its obligations towards the Customer under the Agreement, including without limitation, to administrate the Customer's account, provide Trustview and any support to the Customer.

##### 5.5

Evertrust further has the right to track the Customer's use of Trustview and use anonymized Customer's Data for testing and development of Evertrust's services and products.

#### **6. Processing of personal data**

##### 6.1

To the extent Evertrust process personal data in capacity of data processor on behalf of the Customer, the attached data processing agreement shall apply.

#### **7. Fee and payment**

##### 7.1

The Customer shall pay a fee for the Right to Use for the first Term of Agreement and any prolonging thereof and any other services or product specified in the license agreement. The amount of the fee, excl. VAT, follows from the license agreement and its due date and payment instructions are set out in a separate invoice from Evertrust. Yearly fees are invoiced in full at the start of the Term of the Agreement or at the start of the prolonged Term of the Agreement, unless other specified in the License Agreement.

##### 7.2

In case of the Customer's delay, penalty interest is applied from the due date, and the interest rate per month shall be equivalent to the prevailing reference rate plus eight (8) percentage points. In case of the Customer's delay, Evertrust may stop the Customer's access to Trustview. The Customer's delay of more than thirty (30) days, shall furthermore be considered a material breach of agreement, which gives Evertrust the right to terminate the Agreement effective immediately, see further section 12.2 below. Evertrust's termination of the Agreement due to

the Customer's delay shall however not relieve the Customer from its obligation to pay.

## **8. Defects and service interruption etc.**

### **8.1**

If the Customer identifies defects in Trustview, the Customer shall without delay notify Evertrust of the defect. Evertrust shall rectify material defects as soon as possible. Evertrust reserves the right to determine if a reported defect constitutes a material defect or not.

### **8.2**

For maintenance and updates purposes, Evertrust may have to temporarily stop the Customer's access to Trustview, in parts or in full. If the Customer due to such service interruption cannot use Trustview, the Customer's right to compensation or other remedy is limited to the below. However, by Evertrust planned service interruption announced with reasonable notice does not entitle the Customer any compensation.

### **8.3**

Service interruption lasting four (4) consecutive business days or more, entitles the Customer to prolonged Term of Agreement of one (1) month without additional charges.

### **8.4**

Service interruption lasting seven (7) consecutive business days or more, entitles the Customer to prolonged Term of Agreement of two (2) months without additional charges.

### **8.5**

The Customer cannot claim compensation under both paragraph 8.3 and paragraph 8.4 due to the same service interruption. Evertrust reserves the right to determine if there is one, or several, service interruption(s).

### **8.6**

In case of service interruption lasting thirty (30) consecutive business days or more, the Customer may terminate the Agreement effective immediately, and shall in such case also be entitled to reimbursement of already paid fees for the period of the day of termination to the end of the Term of Agreement.

### **8.7**

In order for the right in accordance with the

above not to expire, a request for compensation or termination must be received by Evertrust in writing no later than four (4) weeks after the relevant service interruption has occurred.

## **9. Warranty**

### **9.1**

Evertrust represents and warrants that Trustview will not contain any destructive or disabling devices that are intended to do harm and that Trustview will substantially conform in all material respects to, and perform substantially in accordance with the description provided at Trustview.se

### **9.2**

Customer agrees to use Trustview at its own risk. Evertrust does not warrant that Trustview will be uninterrupted or error free nor does it make any warranty as to the results that may be obtained from its use. Trustview is provided "as is". Except as provided in 9.1 above, Evertrust disclaims all warranties, express or implied, including without limitation, implied warranties of merchantability, fitness for a particular purpose and non-infringement.

## **10. Evertrust's liability and limitation of liability**

### **10.1**

Evertrust is liable for that the Customer's use of Trustview in accordance with the Agreement does not violate any third parties' intellectual property rights. Evertrust undertakes to hold the Customer harmless from third party's claims based on that the Customer's use of Trustview violates such third party's intellectual property rights. A prerequisite for Evertrust's liability under this paragraph 10.1 is however that the Customer has used Trustview only in accordance with all terms under the Agreement, and that the Customer's loss follows as a result from final judgement of a competent court or a by Evertrust in writing approved settlement.

### **10.2**

A prerequisite for Evertrust's liability under paragraph 10.1 is further that (i) the Customer without delay in writing notifies Evertrust of the claims directed against the Customer, (ii) Evertrust is given full right to solely determine how the legal process is to be conducted, and that (iii) the Customer acts in accordance with

Evertrust's instructions and provides Evertrust the reasonable assistance requested by Evertrust. The Customer shall furthermore make its claim against Evertrust no later than three (3) months after the Customer becomes aware, or should have become aware of, the basis of the claim, however not in any case later than six (6) months after the loss occurred.

### 10.3

Evertrust's liability related to Trustview is limited to what follows from section 8 above and paragraphs 10.1 and 10.2. Further than that, Evertrust is not liable for any type of damages from any cause whatsoever of errors or defects in Trustview. Evertrust is furthermore not liable for any direct or indirect damages, losses or costs related to the use of Trustview or the content within Trustview or the Customer's Data. Evertrust is also not liable for any direct or indirect damages, losses or costs related to the circumstance that the Customer for any reason has not been able to use Trustview. If Evertrust, notwithstanding the above, is found liable as a result from a final judgement of a competent court for any damage whatsoever and for any cause whatsoever, Evertrust's total aggregate liability with respect to all subject matter relating to or arising out of this Agreement shall not exceed the total of the amounts paid and payable to Evertrust (whether or not invoiced) under the agreement in the six months preceding the first event giving rise to a claim.

## 11. Updates and amendments

### 11.1

Evertrust may during the Term of Agreement make changes of and amendments to the Trustview and/or the Terms deemed appropriate and necessary by Evertrust having regard technical development, changes to laws and regulations or similar circumstances. In case of material changes which materially and adversely affects the Customer's use of Trustview, the Customer is entitled to terminate the Agreement immediately in which case the effects under paragraph 8.6 shall apply.

### 11.2

Material changes to Trustview shall be notified to the Customer in an appropriate manner latest in conjunction with the changes being made. Any changes to the Terms shall be notified to the Customer at least thirty (30) days in advance of the changes taking effect.

## 12. Termination, breach of agreement and expiration of agreement

### 12.1

Evertrust may stop the Customer's access to Trustview, effective immediately, if Evertrust reasonable suspects that the Customer has breached, or may come to breach, the Agreement.

### 12.2

Evertrust may terminate the Agreement, effective immediately, in case of the Customer's material or reoccurring breach of the Agreement.

### 12.3

The Customer shall hold Evertrust harmless from any direct and indirect damages, losses and costs incurred by Evertrust as a result of the Customer's breach of the Agreement.

### 12.4

In case of termination of the Agreement, the Customer's Data shall as soon as reasonably possible be erased, unless the parties agrees otherwise no later than thirty (30) days after the termination of the Agreement.

### 12.5

In order for a termination of Agreement to be valid, a notice of termination shall be in writing and received by the other party in accordance with section 13 below.

## 13. Confidentiality

### 13.1

Evertrust shall not disclose any information pertaining to the Customer, the Customer's Data (including any information pertaining to the Customer's customers/clients) or the Agreement otherwise to unauthorized third parties. This shall however not apply in case Evertrust is required by law to disclose the information.

### 13.2

In case Evertrust assigns sub-contractors to fulfil the Agreement or parts thereof, Evertrust shall ensure that also such sub-contractor agrees not to disclose any information pertaining to the Customer, the Customer's Data or the Agreement otherwise to any unauthorized third party.

## **14. Notifications**

### **14.1**

Notice of termination and other notifications shall be sent by registered letter or as electronic message to the parties' notified e-mail addresses.

### **14.2**

A notice shall be considered to have been received by the recipient: (i) if sent by registered letter, two (2) days after delivery to postal service; (ii) if sent as electronic message, by the time of electronic message has reached the e-mail address of the recipient.

## **15. Force Majeure**

### **15.1**

In case a party is prevented from fulfilling its obligations due to circumstances out of such party's control and that the party not reasonably could have anticipated at the time of entering into the Agreement and which consequences the party could also not reasonably have avoided or overcome, this shall relieve such party from fulfilling its obligations, and relieve such party from liability for not fulfilling such obligations, for the time during which the preventing circumstances are at hand.

### **15.2**

A party who becomes aware of circumstances referred to in paragraph 15.1 shall without delay notify the other party thereof.

### **15.3**

In case a party is prevented from fulfilling the Agreement for longer than three (3) months due to circumstances referred to in paragraph 15.1, the other party shall be entitled to terminate the Agreement effective immediately.

## **16. Other**

### **16.1**

In case of conflicting terms between these Terms and other in written agreements between the parties, such other written agreements shall prevail.

### **16.2**

The Agreement constitutes the parties' entire agreement of any matters related to the Agreement. Any written or oral undertakings or presentations prior to the Agreement are replaced by the content of the Agreement.

### **16.3**

Changes of and additions to the Agreement and the Terms shall, unless otherwise explicitly follows hereof, in order for them to be binding be in writing and signed by both parties.

### **16.4**

The Agreement may not be assigned to a third party without the other party's prior written consent. Evertrust may however assign the Agreement to a third party if in conjunction with assignment of Evertrust's operations or part thereof and to a third party within Evertrust's company group. Evertrust furthermore may assign its right to payment to a third party.

16.5 Sections 3, 4, 5, 6, 7, 8, 10, 12, 13, 16 and 17 shall remain in full force and effect after the expiration of the Agreement.

## **17. Disputes**

### **17.1**

Disputes concerning interpretation and/or application of the Agreement shall be settled under Swedish law in a court of law where Evertrust headquarters.