

This document is an English translation of the original Swedish terms and conditions (Sw. Särskilda villkor Cling Group AB). In the event of any discrepancy or conflict between the English translation and the Swedish original, the Swedish version shall prevail.

Special Terms and Conditions, Cling Group AB (Docspo)

1. BACKGROUND

Cling Group AB, Corp. Reg. No. 559070-0273, ("**Cling**") is a wholly-owned subsidiary of Fortnox AB, Corporate Registration Number 556469-6291 ("**Fortnox**").

The following special terms and conditions ("**Special Terms**") apply between the Customer and Cling when Cling provides a signing service with document templates and ordered additional services to the Customer. These Special Terms constitute an addendum to the Fortnox General Terms and Conditions ("**General Terms**") which you can find [here](#), including the associated Data Processing Agreement. The General Terms regulate, among other things, overall responsibilities, processing of personal data, confidentiality, and choice of law. In cases where variations occur, these Special Terms shall take precedence over the General Terms.

By opening an account on www.cling.se and accepting the content of these Special Terms, you become a customer of Cling and are bound by these Special Terms, Fortnox's General Terms including appendices and documents belonging to the aforementioned terms.

2. DEFINITIONS

Below is a list of some words used throughout the Special Terms. The words shall have the meaning stated below. Other definitions shall be applied in accordance with what is stated in the General Terms.

User an individual who works for the Customer or on the Customer's behalf and who has been granted authorization by the Customer to use the Service.

Order an order for the Service from the Customer.

Account the account that the Customer has opened on www.cling.se and from which the Customer can use the Service.

Contract all types of agreements sent to the End Customer via the Service for signing through the Service.

Customer the legal or natural person who enters into an agreement with Cling regarding the use of the Service.

Quote any quote created and sent via the Service to the End Customer.

End Customer the Customer's customer who is the recipient of the Service sent by the Customer.

Service the quote and signing service with document templates and ordered additional services that Cling provides from time to time.

Website www.cling.se or www.fortnox.se

3. GENERAL

This Agreement enables the Customer to access the Service, with functionality and updates provided from time to time. With the Service provided by Cling, the Customer can benefit from the handling and administration, including signing and archiving, of quotes, contracts, and other related services.

4. USE OF THE SERVICE

The Service may only be used in accordance with what is stated in this agreement. The Customer is fully responsible for all use of the Service related to the Account, regardless of who actually uses the Service. The Customer further undertakes responsibility for all communication with its End Customers.

Cling grants the Customer one license per User of the Service upon subscription to the Service. The license is non-exclusive, time-limited, and cannot be transferred or assigned by the Customer or anyone else. Any resale or sub-licensing of licenses is prohibited, meaning the Customer may not rent out, lend, resell, or provide hosting services for the Service to or for any third party.

To use the Service, the Customer must create an account. The person creating the account confirms that they are authorized to represent the Customer and bind the Customer to this Agreement. When registering an account, the Customer is obliged to provide correct and complete information. As long as the Customer is connected to the Service, they are obliged to continuously update the customer details without delay if they should change.

5. MARKETING

The Customer hereby consents to Cling publicly disclosing that the Customer is a client of Cling.

6. PROCESSING OF PERSONAL DATA

The Customer is the data controller for the personal data entered into the Service. Cling's processing as a data processor is governed by the Fortnox Data Processing Agreement, which you can find as an appendix to the General Terms [here](#). In Appendix 1 to these Special Terms, you will find the sub-processors that Cling uses in its processing of

personal data as a data processor. Cling's processing of personal data as a data controller is described in Fortnox's Privacy Notice which you can find [here](#).

7. TERM AND TERMINATION

7.1 Term

The Agreement applies from the moment the Customer has opened the Account and is valid indefinitely unless terminated as stated below.

7.2 Termination of the Agreement

Either party may terminate this Agreement at any time, which shall be done in writing, by notice to support or on the Website. The same applies to a reduction in the number of users of the service. The Agreement ceases at the end of the current subscription period. Any advance payments made will not be refunded.

In addition to what is otherwise stated in this Agreement, both parties have the right to terminate the agreement with immediate effect as stated in the General Terms.

8. PRICES AND PAYMENT

8.1 Prices

Cling has the right to invoice the Customer for the use of the Service according to the prices applicable from time to time, on www.cling.se or as per other written agreement between Cling and the Customer. All prices stated are exclusive of statutory value-added tax, which will be added when billing for the service. In other respects, what is stated in the General Terms regarding price adjustments and notification thereof shall apply.

8.2 Payment

Payment for the Service is made in advance upon subscription. A subscription period runs for one (1) month at a time or twelve (12) months at a time, depending on the option you chose when subscribing to the Service.

9. NOTICES AND SUPPORT

We will send any notices and information to you digitally. As a customer, you undertake to notify us of new or changed contact details. You can contact Fortnox support with questions related to the Service. Current opening hours and contact methods for support can be found [here](#).

APPENDIX 1

PRE-APPROVED SUB-PROCESSORS

| Namn på underbiträde | Tjänst | Behandling som underbiträdet utför | Plats för behandling (land) |
|--------------------------------|---------------------------------|---|-----------------------------|
| Amazon Web Services SARL | Data Storage and Infrastructure | Cloud service for data storage. | Germany, Sweden |
| Cellsynt AB | SMS Service | Communication via SMS. | Sweden |
| The Rocket Science Group LLC | Email | Service for email distribution when performing provided services. | USA |
| Mongo DB Limited | Database | Data storage of documents. | Sweden |
| Rollbar Inc. | Security | Functionality to identify incidents in the service. | USA |
| Stripe Payments Europe Limited | Payment Service Provider | Payment service | USA |