

General Terms

CMPartner AB, registration number 556061-8620

1. Application

These terms are to be applied when the parties have agreed upon them, in writing or otherwise. Deviations from the terms shall be agreed upon in writing for them to be deemed to be applicable.

2. Definitions

When the term "in writing" or "written" is used in these terms, this is understood to relate to a document which has been signed by both parties, or a letter, fax, electronic mail, or method of communication in any other mode upon which both parties have agreed.

"CMPartner", CMPartner AB, is understood to be the seller. "The agreement" is understood to be these general terms including any possible appendixes, cover pages, and order confirmations. "Company information" is understood to be such information concerning the company that the Buyer has delivered to CMPartner. "Database contents" are understood to be such contents as are published by CMPartner and thereby furnished to the Buyer. The term "acceptance date" is understood to be the date upon which the Buyer accepts this agreement. The term "advertisement contents" is understood to include all information, including possible logotypes, that is to be subjected to advertising. "Final date" is understood to be a date which both parties have agreed shall be the date at which this agreement shall be terminated and when the issuance of all forms of advertising and the generation of all publications shall cease.

3. Company information and advertising content

The Buyer is responsible for all company information and advertisement contents delivered to CMPartner as being correct, and that the company information and advertisement contents do not constitute an encroachment upon somebody else's rights – inclusive third party rights of origin or trademark.

Such information as the Buyer supplies to CMPartner may not violate, or entice to violate, any law or applicable regulation or accepted business customs (including accepted business customs in Sweden or any other country), encroach on third party immaterial rights, or to include such material which may be damaging, abusive, immoral, threatening or offending.

Should any circumstances as per the above be revealed during the term of the agreement, CMPartner is entitled to immediately remove the advertisement contents and company information, in part or wholly.

The Buyer shall have the opportunity to effect such changes in company information and advertisement contents as are relevant to his own circumstances such as name, address, logotype, telephone number or similar during the current term of the agreement, on condition that such circumstances have changed during the term of the agreement, and that changes can be effected without inconvenience to CMPartner. The Buyer is responsible for keeping the information up-to-date.

4. Publishing or delivery of database contents

CMPartner grants the Buyer the non-exclusive right of access to the database contents. CMPartner shall provide the Buyer with a confidential password and IP address access to the database contents, or delivery of lists and digital documents.

CMPartner makes the database contents accessible round-the-clock through its web service, with the exception of such times at which maintenance duties must be undertaken in order to update the web service, or provide fault corrections, or in which there occur delays, interruptions or interference in service.

The contents of the database are protected by originator rights, which are the property of CMPartner. The Buyer's rights to have access to the contents of the database are restricted to effecting a search of the contents of the database, and the printing of paper-based copies from the results, and the export of any information which is to be used in the Buyer's internal activities. Written copies of the contents of the database and exported database contents may only be made accessible to persons who are in the employ of the Buyer. Written copies of the contents of the database and exported contents of the database may not be made accessible to other companies or to persons who are not in the employ of the Buyer.

The Buyer does not have the right to link into the contents of the database without the permission of CMPartner.

The Buyer does not have the right to distribute the contents of the database by such means as (for example) making electronic copies, transferring the contents of the database by mail, e-mail, fax or any other means of communication, nor does the Buyer have the right to show the contents of the database to anyone other than those persons who are employees of the Buyer. Originator rights and other immaterial rights to the contents of the database belong to, and remain in full, the property of CMPartner.

On delivery of e-mail addresses, the Buyer shall follow the ethical rules of SWED-MA regarding e-mail marketing. The Buyer has the right to use the e-mail addresses on two occasions per delivery, i.e. the original send out and one reminder.

5. Publishing advertising copy

The Buyer shall supply any advertising copy which is meant for publication to the CMPartner at least seven days before the date upon which such an advertisement is to be published. CMPartner pledges to keep any advertising material available round-the-clock in the location which has previously been agreed upon, from the starting date up to and including the termination date, with the exception of such times at which maintenance duties must be undertaken in order to update the database, or provide fault corrections, or in which there occur delays, interruptions or interference in service. The Buyer does not possess the right to link into any advertising copy without the permission of CMPartner.

6. Cancellation

The Buyer has the right to cancel the agreement before CMPartner has supplied database contents and advertising copy to those locations which are covered by points 4 and 5, above, if such a cancellation can be achieved without any material inconvenience to CMPartner. If the agreement is cancelled, CMPartner is entitled to receive compensation to the sum of 50% of any costs.

7. Errors

The term "error" refers to the publication of any company information or advertising copy which deviates from the specifications outlined in the agreement. CMPartner is not responsible for any errors which occur on behalf of or due to the fault of the Buyer or for any conditions which may be applicable to the Buyer.

Claims are to be made by the Buyer as soon as faults have been spotted or should have been spotted. If a claim is not made with three months of the company information and advertising copy being published, the Buyer forfeits the right to enter any claims against CMPartner.

8. The consequences of errors

The first step with any errors is to attempt to remedy them by elimination of the error, if this can be achieved without incurring any unreasonable costs or inconvenience to CMPartner. CMPartner has the right to remedy any errors or effect a redelivery of material at its own expense if this can be carried out within a reasonable time and without causing the Buyer any material inconvenience. If a remedy cannot be affected, the Buyer is entitled to a reasonable reduction in costs.

9. Ownership of company information, the content of advertisements, and a limitation of responsibility

The Buyer agrees to CMPartner retaining ownership of all information which is collected and having the right to freely use and transfer company information and the contents of advertisements, as well as possessing the right to transfer user rights, both during and after the termination of the agreement.

The Buyer is to have complete and exclusive responsibility for all activities concerning the database contents and advertising information, and CMPartner will in no way be responsible for any damages or costs occurring from any acts relating to these terms.

The level of damages for either party is limited to actual costs, and any possible claims for damages do not include a loss of profits or any other indirect damages or losses, and these stipulations apply both to the Buyer and CMPartner. This limitation of responsibility will not apply if either party has caused any damages by intentional or negligent action, or when the Buyer has encroached upon the rights of CMPartner or the rights of a third party.

The Buyer will indemnify CMPartner for all claims which are made against CMPartner due to the contents of advertisements or company information.

10. Term of agreement and pre-mature cancellation

Both parties have the right to annul the agreement with immediate effect:

- if the other party substantially neglects their obligations according to the agreement;
- if the other party is declared bankrupt, engages in insolvency negotiations, is subject to execution measures, suspends payments, is subjected to company reconstruction, is liquidated or otherwise can be considered to be unable to fulfil their obligations as per this agreement;
- in the case of force majeure.

Publishing material contrary to company information or advertising copy is not considered to be an essential breach of contract. Any failure to effect payment on the day upon which such payment is due is considered to be an essential breach of contract on the part of the Buyer. CMPartner retains the right to omit publication or, alternatively, remove part or all of any advertising during the period in which such a delay in payments remains in effect.

11. Force majeure

Should any compliance with the terms of this agreement be prevented or hindered because of war, fire, flooding, scarcity of transport, energy problems, acts by authorities, new or amended legislation, or because of any other causes which are outside either party's control, said party shall be released from any responsibility for damages or other consequences, provided that the respective party informs the other party of the circumstances within a reasonable amount of time. As soon as such a hindrance has ceased, the term shall be carried out in the agreed manner.

12. Applicable law

Swedish law is applicable to this agreement.

13. Transfer

The Buyer is not allowed to transfer the rights set down in this agreement without the permission of CMPartner.

14. Confidentiality

Both parties pledge themselves not to divulge the other party's confidential information during the period of the agreement and within two years of its cessation.