

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.

"NNP", Nordic Netproducts, 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 Customer has delivered to NNP. "Database contents" are understood to be such contents as are published by NNP and thereby furnished to the Customer. The term "acceptance date" is understood to be the date upon which the Customer 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

One user of the client The client is given by the agreement access to information at any time constituent companies in the database (approx 400 000 Nordic companies active; Nov. 2015) with financial information, decision-makers in companies and other non-financial information that the NNP time to time add to the database . If the customer signed a separate agreement on the option to download pending selection, the agreement includes the Customer's right to dispose of the downloaded information in accordance with the general terms.

4. Export Points

Possibility to download the sought after information requires that the customer has acquired export credits. One export credit qualify to download basic information about the company, financial information for three years, and details of decision makers. In the event that the Customer wishes to download email address to policymakers he costs for each unique email address is another export point. When multiple email addresses are downloaded then one export point for each unique email address is deducted.

5. Publishing or delivery of database contents

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

NNP 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 NNP. The Customer'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 Customer'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 Customer. 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 Customer.

The Customer does not have the right to link into the contents of the database without the permission of NNP.

The Customer 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 Customer have the right to show the contents of the database to anyone other than those persons who are employees of the Customer. Originator rights and other immaterial rights to the contents of the database belong to, and remain in full, the property of NNP.

Upon delivery of email addresses, the Customer must follow SWEDMAS ethical rules regarding email marketing. Customer is therefore entitled to use the email addresses at maximum six occasions over a three month period from the date of the agreement. For additional use customer must order a new socket with a new replacement..

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

The Customer agrees to NNP 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 Customer is to have complete and exclusive responsibility for all activities concerning the database contents and advertising information, and NNP 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 Customer and NNP. This limitation of responsibility will not apply if either party has caused any damages by intentional or negligent action, or when the Customer has encroached upon the rights of NNP or the rights of a third party.

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

7. Term of agreement and pre-mature cancellation

The agreement is for a period of one year from the agreement date.

In the event that the agreement not is terminated three months before the expiry date, the agreement is extended for another year at the same cost as the previous year. If the agreement is terminated and the customer has not used its opportunity to exploit its export credits, then the Customers right to download expire at the dates when the agreement ends.

Each party has the right to terminate the agreement with immediate effect

- a) if the other party in material respects in breach of its obligations under the contract;
- b) if the other party is declared bankrupt, occupies composition proceedings, will be subject to enforcement measures, suspends payments, becomes the subject of an application for company, enters into liquidation or is otherwise assumed to be unable to meet its obligations under this Agreement;

8. Price adjustments

NNP is entitled to adjust the annual cost of an annual subscription. At such a case, the Customer shall be notified at least six months before årsprenumerationen be renewed. In the event that the Customer does not wish to continue the subscription the customer is entitled to terminate the agreement with regard to the termination period, in accordance with paragraph 7, to the end of the current subscription period.

9. 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.

10. Applicable law

Swedish law is applicable to this agreement.

11. Transfer

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