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Introduction

The terms and conditions herein, each specified under Content above, are collectively referred to as **Contractual Terms and Policies**.

The Contractual Terms and Policies apply to Accessy AB (**Accessy**), to Accessy's customers, and to Accessy's operated access control services and products (the **Service**). The Contractual Terms and Policies shall, unless stated otherwise, apply in the order they are presented under Content above. This order shall also apply in the event of conflicting terms.

By creating a customer account and thereby becoming a customer of Accessy, and by subscribing to the Service, the customer will be Accessy's **Customer**, and by becoming a Customer each Customer agrees to be bound by these Contractual Terms and Policies.

If you have questions or complaints regarding the content of these Contractual Terms and Policies or about the Service, or otherwise about Accessy, please write to us at support@accessy.se.

General Terms and Conditions

1. Definitions

A-beamer - A physical badge, sticker or unit configured for the Service and mounted at each Device. A Member scans the A-beamer with a mobile phone, identifies a Device and processes an Access. The A-beamer contains the actual command to be executed, more explicitly, to open the door lock.

Access - Access to an Asset. A Member may have one or multiple Accesses and be granted Access by one or multiple Organizations. An Access is, for example, a User's/Member's permission to unlock a door.

Accessy - ACCESSY AB, a Swedish company having its main office at Södra Förstadsgatan 2, 211 43 Malmö, Sweden, registration number 559175-7082, acting both on its own name and on behalf of all legal entities within the Accessy Group.

Accessy Affiliate - A subsidiary or holding company of Accessy including the ultimate holding company of Accessy and any subsidiary of that holding company.

Accessy Data - Data and materials supplied or made available by Accessy and/or its licensors to Users, the Customer and its Administrators during the provisioning and support of the Service, Additional Services and App.

Accessy's Content - Any by Accessy and/or its licensors supplied texts, audio, video, graphics and other information and data as part of the provisioning and the support of the Service, Associated Services and Control

Unit, App, and/or as published on Accessy's [website](#).

Accessy Group - Accessy and Accessy Affiliates from time to time.

Accessy's Technology - The Service, App, API, A-beamer, Control Unit and all Accessy's and/or its licensors technology (including but not limited to software, software development kits, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information), owned by Accessy and/or its licensors, and/or used in the course of providing and supporting the Service, App, API, A-beamer, and subsequent updates or upgrades of any of the foregoing.

Additional Features - Additional features or functionality that are available or enabled through the Service.

Administrator - Each Customer must appoint a User to be the administrator of a Subscription. The Customer can appoint one or several Administrators under the same Subscription. The Administrator is, by appointment, authorized by the Customer to publish and manage connected Assets and to invite Members to the Customer's Organization.

API - Application Programming Interface operated by Accessy (or its licensors) that permits the Customer to access certain functionality in the Service, and that enables the integration of the Service with other applications.

App - Accessy's software application that is necessary to create a Customer Account (i.e., enter into a Customer Agreement), and to control, utilize and interact with, and for Administrators to manage, the Service. Accessy's App is available at [AppStore](#) (iOS) or [GooglePlay](#) (Android).

Applicable Data Protection Law - Refers to all privacy and personal data legislation applicable to the personal data including EU General Data Protection Regulation 2016/679 and any national laws adopted pertaining to this regulation. The term includes binding guidelines, opinions, recommendations and decisions from supervisory authorities, courts, or other authority (GDPR).

Asset - An object (usually a space) with an accompanying description, which includes one or several Devices. An Asset can be delegated, shares and granted Access to.

Associated Service - Additional and optional subscriptions, licenses, products, services, features, and functionality designed and owned by Accessy, to be used in conjunction with the Service, including, individually and collectively, the applicable software, updates or upgrades, A-Beamers, App, API-account, API and API credentials, Control Unit and Control Unit Operating Subscription service, Documentation, and all applicable other Accessy's services and products that the Customer has subscribed, rented and/or purchased.

Control Unit Operating Subscription - Accessy's Control Unit Operating Subscription service is used for the operation of installed Control Units, including operating and a surveillance service and one Control Unit specific mobile subscription. The Control Unit Operating Subscription is subscribed for each installed Control Unit. Unless agreed otherwise, the default set-up is that the mobile subscription used in the Control Unit Operating Service is subscribed by Accessy for the Customer's use.

Control Unit - Accessy's branded and non-branded hardware product which can be connected to existing access control systems or directly to electrical locks, including any software, library, utility, tool, or other computer or program code, whether microcode, firmware, operating systems, or applications, in object (binary) or source-code form, as well as related documentation, provided by Accessy to the Customer, and may include third party manufactured software titles. Software includes software (1) provided by Accessy and locally installed on Hardware or (2) made available by Accessy and accessed by you through the internet or other remote means (such as websites, portals, and SaaS- or cloud-based solutions).

Customer- Each person or company completing the required registration process for Customer Agreement and Customer Account.

Customer Account – An individual Customer account with Accessy necessary for the Customer to become a Customer with Subscription(-s). The Customer Account is created when the Customer concludes the Customer Agreement. The administration of the Customer's Subscription(-s) is done via the App, Accessy's portal or API.

Customer Account Data - Data provided by Customer to Accessy for the registration of the Customer Account, including the Customer's name, postal address, co. reg. no., designated responsible individuals and

Administrators (with first and second name, email, and mobile no), and payment and invoicing details.

Customer and External Interruption - Unforeseen failure in provision and connections to the Internet or other relevant public electronic network, Third-Party Services and Materials, and any other unavailability that is caused by the negligence, error, act or omission of the Customer, its Administrators, its Members or Users or anyone else for whom Customer is responsible.

Customer Agreement – Agreement between Accessy and Customer for the provisioning of the Service, concluded when the Customer creates the Customer Account, and which agreement incorporates the Contractual Terms and Policies.

Customer Data – Customer Account Data, connected Assets and Asset delegations, Member authorizations, permissions and user roles submitted to and stored in the Service by the Customer and its Administrators.

Data Processing Agreement - Accessy's Data processing Agreement, required to be accepted by the Customer pursuant to Applicable Data protection Law, as further detailed in Section 12 in these General Terms and in the [Data Processing Agreement](#).

Device – A digital representation of the physical device that is connected to the Service (most often door-locks) and that belongs to a Subscription.

Documentation - Any Accessy and/or its licensors supplied specification, installation and security instruction, guide, manual and other documentation that explain the installation (if applicable), use and functions of the Service and Associated Services, including but not limited to related system and service documentation, all comments, procedural language, materials useful for understanding and using the Service and Associated Services.

Effective Date - The date when the Customer has completed the required registration and agreement process for the conclusion of the Customer Agreement and the setting up of the Customer Account.

General Terms - These General Terms and Conditions for Service.

Intellectual property rights or IPR - Patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights.

Maintenance Time - The time during which maintenance of the Service and Associated Services occur.

Member - A User that has become a member of an Organization. The Administrator of each Organization may invite a User (or approve a User's request) to become a Member of the Organization and to grant Access to connected Assets. When a User has become Member of an Organization the User is also granted access to that Organization's connected Assets, enabling the User to gain Access to such Assets. When becoming a Member, the Organization will keep records to identify the User as its Member.

Member Data - Data provided by a User to an Organization when the User is becoming a Member of the Organization (membership data), and any Transaction Data processed and created in or by the Service in connection with the User's use of the Organization's connected Assets. The Member identification is the User's first and last name in the User Account.

Organization - An organization is a specific identification (name), related to each Subscription. Each such identification is treated as a virtual organization in the Service.

Personal Data - Any information relating to an identified or identifiable natural person (data subject) where an identifiable natural person is one who can be identified, directly or indirectly, by reference to an identifier such as name, an identification number, location data, an online identifier or to one or more factors specific to their physical, physiological, mental, economic, cultural, or social identity of that natural person.

Service - Accessy's software-as-a-service (SaaS) and cloud based operated access control services and products and Associated Service, ordered, and subscribed by a Customer, and any subsequent updates, upgrades, and other services and/or products delivered or made accessible to the Customer in connection with the Service. The Service does not include any Third-Party Services and Materials. The Service is made available online by Accessy,

via the applicable login, the App and as otherwise designated by Accessy.

Service Data - Data provided to or generated by and in the Service, including Transaction Data.

Service Credits - Credits offered to Customer for time during which the Service is not available, as further specified in [Service Credit](#).

Service Time - The time during which the Service is available to the Customer as further specified in [Service Credit](#).

Subscription - A Subscription of the Service is required to manage an Organization. Subscription is ordered and managed by the Customer via the Customer Account. A Customer can have several Subscriptions. When a Subscription is created, a User is appointed to be the Administrator of the Organization. The number of Administrators for an Organization can be more, but for a Subscription at least one Administrator is required.

Subscription Period - The applicable length of each of the Customer's Subscriptions.

Support - Standard offsite support service provided by Accessy in accordance with the [Support Terms](#).

Third-Party Services and Materials - Any third-party software, service, or product that is not provided by Accessy as a part of the Service and that may be used by the Customer, its Administrator and Members in connection with or via the Service, Associated Services, for example, service subscriptions, external applications, access control systems, connectivity, mobile network services (mobile subscriptions), gateways, links, functionality, third-party websites or materials and third-party content and data.

Transaction Data - Access transaction data (performed Accesses) generated by and in the Service, which include information of User's use of the Service and App.

User - The App and Service is intended for use by persons (each a User). To become a User a person must first install the App and complete the registration for an individual User Account in the Service.

User Account Data - The Users data provided by Users to Accessy for the registration of an individual User Service and App account with Accessy (**User Account**) for which the User is required to supply Accessy with User's first name, last name, and mobile telephone number. Membership in a Customer Organization is linked to the User-profile in the User Account, and the User is identified by the User's first and last name recorded in the User Account.

2. Scope of Terms and Service

These General Terms apply to Customer Agreements concluded by Accessy and the Customer, the Customer's Customer Accounts, and the Customer's Subscriptions and use of, and Accessy's provision of the Service, Support and Associated Services.

The Customer may subscribe for and use the Service for its Organization(-s), by the Customer first concluding a Customer Agreement and by completing the required registration process for setting up a Customer Account. Following this the Customer may order Subscription(-s) by using the Customer's Customer Account.

In consideration for fees and compensation payable to Accessy by the Customer under each Subscription, Accessy shall provide the applicable Service, Support, Associated Services in accordance with the Customer Agreement and these General Terms.

Nothing in these General Terms grants any ownership rights in Accessy's proprietary or intellectual property rights.

3. Changes to the General Terms

Accessy reserves the right to at any time change these General Terms to make them compliant with changes in legislation, decision of authorities on new or changed legislation or practises of courts, which in any way affect the provision of the Service and Additional Service, these General Terms.

Any new version of the General Terms is labelled with a new version number and is valid for all applicable Customer Accounts and Subscriptions from the moment it is published on Accessy's website and/or in the

Service.

4. Service license

Accessy and its licensors reserves all rights to the Service, Support and Associated Services not expressly granted herein.

Subject to the Customer's Subscription and full and timely payment of applicable fees, Accessy grants to the Customer a non-exclusive, non-transferable, non-sub-licensable, license to access, display and use the Service and Associated Services.

The Customer acknowledges and agrees that the Service, and Associated Services, are licensed and subscribed on a Software-as-a-service and/or cloud basis, and in no way sold or transferred.

The Customer acknowledges and agrees that the Customer's use of the mobile subscription under the Control Unit Operating Subscription is in accordance with the third-party subscription terms that accompanies such mobile subscription.

Unless explicitly permitted herein or by Accessy's written approval, the Customer may not sell, resell, rent, assign, share, outsource, included in network, or in SaaS-services or in external cloud computing environments or lend the Service, Support and Associated Services.

Without granting any additional licenses hereunder, the Customer may authorize third parties to use or operate the Customer's subscribed Service and API under the Subscription, solely on the Customer's behalf and provided;

- (a) that the Customer obtains such third parties' binding consent in advance to abide by the terms of the General Terms, and
- (b) that the Customer is responsible for such third parties' use and compliance. Such third parties are not, and shall not be deemed to be, third party beneficiaries hereunder or for any other reason.

Unless explicitly approved by Accessy, the Customer and its Administrators are only permitted to use the Service, Support and Associated Services unchanged 'as supplied by Accessy' and may not modify, decompile, reverse engineer, disassemble or otherwise attempt to derive and/or gain access to source code from any software made available as part of the Service and Associated Services (except where the foregoing is expressly prohibited by law, and then only to the extent so prohibited).

Unless explicitly approved by Accessy, a Customer and its Administrators shall neither use nor permit others to use or access the Service and Associated Services to;

- (a) build a competitive product or service,
- (b) make or have made a product using similar ideas, features, functions, or graphics of the Service and Associated Services,
- (c) make derivative works based upon the Service, Associated Services, or Documentation, or
- (d) copy any features, functions or graphics of the Service, Associated Services, or Documentation.

Accessy may, without prior notification to the Customer, make changes to the Service or the method of providing it, which evidently may not cause the Customer more than minor insignificance. Accessy may make other changes to the Service or the method of providing it than those set out above, within 60 days after notifying the Customer to this effect. The Customer may, at the latest when the change enters into force, terminate the Customer Agreement, in general or for specified Subscriptions, with effect from the date the change enters into force, or such later day specified in the notice of termination, albeit not later than 3 months from the date the change entered into force.

Access to and use of the Service and Associated Services requires appropriate connections to the Internet and functional mobile devices. The Customer is solely responsible for acquiring, installing, maintaining, and updating all hardware, mobile devices, computer software, and communications capability necessary for connecting to the Internet and for the use of the Service and Associated Services.

The Customer shall neither use nor permit others to use the Service and Associated Services for any unlawful, invasive, infringing, defamatory, fraudulent, or obscene purpose, or to alter, steal, corrupt, disable, destroy,

trespass, or violate any security or encryption of any computer file, database, website, or network. Customer Accounts and User Accounts in the Service registered by 'bots' or other automated methods are prohibited.

Accessy is not responsible for the Customer's and its Administrators use of the Service and Associated Services, or for any other person acting on behalf of the Customer or its administrators. The Customer is responsible for all activities that occur during its and its administrators' use of the Service and Associated Services or the use of any other person acting on behalf of the Customer or its Administrators. The Customer agrees to immediately notify Accessy of any unauthorized use of any Service and Associated Services, or any other known or suspected breach of security.

For Customer who has subscribed for API-Account the following conditions shall apply.

To use and access the API, the Customer must obtain API credentials, generated by a 'client secret', and by becoming a Customer to the Service (subject to a Subscription), and by registering an API-Account. The Customer shall keep such API credentials and all other login information secure and shall use the API credentials as the Customer's sole means of accessing the API.

The Customer acknowledges and agrees that; the Customer is solely responsible, and that Accessy has no responsibility or liability of any kind, for any data transmitted outside the Service based on the use of Accessy API, and Accessy is not responsible for any privacy, security, or integrity of any such transmitted data. The Customer also undertakes to follow Accessy's instructions and recommendations on security and privacy matters.

5. Fees, payment and taxes

The Customer shall pay all fees for the Service, Support and Associated Services as applicable for each Subscription. All fees are exclusive VAT and payable in the currency instructed by Accessy.

Unless agreed otherwise by Accessy and the Customer, Accessy may, annually as from the start of a new calendar year, change all fees in accordance with the changes in the Statistics Sweden's index: Labour Cost Index *för tjänstemän (LCI tjm) preliminärt index, SNI 2007 kod J (Informations- och kommunikations-verksamhet)* available at [index](#).

If there are any changes in laws, decisions of authorities, decisions on new or changed taxes or public fees or if the practice of the courts in any respect affects the provision of the Services and Additional Services (as applicable), Accessy is entitled to raise the fee for the Services and Additional Services (as applicable) to cover Accessy's increased costs. Any such change to the fee shall take effect 60 days after notifying the Customer to this effect.

The Customer agrees that the billing and contact information is complete and accurate, and Accessy shall have no responsibility for any invoices that are not received due to inaccurate or missing information provided by the Customer.

The Customer shall pay interest on all payments not received by due date in accordance with the [Swedish Interest Act \(Räntelagen \(1975:635\)\)](#), and Accessy will also have the right to charge administrative fee for each reminder.

Accessy will send notice of late payment (payment reminder) to the Customer in the following order.

Following the reminder and 10 days from due date and if payment in full has not been received by Accessy, Accessy shall be entitled to immediately without notification suspend the relevant Service, until payment of relevant fee, interest and administrative charge have been made in full. In addition, should there be a Services suspension; Accessy reserves the right to charge a fee to reinstate the Services.

The Customer is responsible for all taxes arising out of the use and subscription and use of and all deliverables under the Service, Associated Services, including sales, use, business and occupation, gross receipts, and personal property taxes, but excluding taxes based on Accessy's income. If Accessy is required to pay any taxes allocated to the Customer or related penalties or interest, the Customer shall promptly pay to Accessy the amount paid or required to be collected or paid by Accessy.

The Customer shall provide Accessy, upon request, with a copy of such tax exemption certificate or other evidence satisfactory to Accessy demonstrating that the Customer is exempt from state, county, city, or other

local sales or use taxes.

If it is revealed that the Customer has used the Service and/or Associated Services beyond the scope of applicable Subscription(-s) and has failed to pay any associated fee or compensation, the Customer shall remedy such breach within 30 days of written notice from Accessy by paying all fees in accordance with Accessy's then-current general price list. Failure to remedy such breach within said period shall constitute a material breach and Accessy shall be entitled to suspend applicable Subscriptions or terminate the Customer Agreement in accordance with Sections 18 and 19. Accessy's acceptance of any payment shall be without prejudice to any other rights or remedies it may have under these General Terms or applicable law.

6. Subscription up- or downgrades

If during the Subscription Period the Customer chooses to up- or downgrade a Subscription, and/or other Associated Services (a **Subscription Change**), any fees and/or charges associated with such Subscription Change will be charged and be due and payable upon the date of implementation of the Subscription Change.

7. Data ownership, license to use data, and IP ownership

Customer Data:

As between Accessy and the Customer, the Customer shall own all right, title and interest in and to Customer Data and, subject to Member approval, Member Data.

Accessy is hereby granted the right (a license) to access, display and to use Customer Data and, subject to Member approval, Member Data for as long as needed for Accessy to perform its contractual obligations to the Customer. Accessy's right includes the right to have Accessy's sub-contractors (including sub-processors) to access, display and use such data. Accessy also has the right to use Customer Data and, subject to Member approval, Member Data thereafter, in aggregate form and without any distinction special information about the Customer or any individual, such use to be for the purposes of statistics and product development.

Specifically regarding Accessy's use of Customer Account Data:

Accessy will collect and process the Customer Account Data for as long as the Customer is an active customer of Accessy, or for as long as needed for Accessy to perform its contractual obligations to the Customer. This includes the use of such data for billing and payment processes, to comply with legal obligations, for example the Swedish Bookkeeping Act, and to response to lawful requests by public authorities, including to meet national security or law enforcement requirements, to establish and defend legal claims, to preserve legal rights, or to enforce Accessy's agreements.

Accessy's right to use the Customer Account Data also includes the collection and processing for the following purposes;

- (a) to ensure the security of the Services and other Accessy products, to detect and prevent use of the Service that is in violation of law or the terms and conditions for the Service,
- (b) to prevent abuse of the Service and Subscriptions, and to detect and prevent fraud, etc, to ensure adequate and correct communication with the Customer in relation to the Subscriptions,
- (c) to ensure adequate and correct communication with the Customer in relation to the Subscriptions. Communication calls, emails, and customer support online with Accessy's customer support may be recorded, analysed, and stored to train our employees and improve our ways of working, and
- (d) processing of different types of data to market our products and services, and for this purpose, Accessy may also compile statistics for analysis.

Accessy Data:

Accessy and its licensors, retain all rights, title, and interest in and to the Service, Associated Services, Accessy's Technology, Accessy Data, Accessy Content and Documentation and Accessy IPR. These rights are protected by the copyright laws and international copyright treaties.

Accessy retains all right, title and interest, including without limitation all IPR to the Service, Associated Services, App, API, software development kits, Accessy Technology, Documentation, Accessy's Content, and all updates,

upgrades, modifications, enhancements, Accessy's Confidential Information, and other works deriving from the foregoing.

No right, title or interest is granted, express or implied, to Customer hereunder to any of the foregoing.

The Customer agrees not, at any time, contest or aid others in contesting or doing anything which impairs the rights, title, or interest in or validity of any of any of Accessy's proprietary or intellectual property rights.

8. Access to Service

The Service and Associated Services are provided by Accessy's, via Accessy's and its licensor's operated system. The Customer and its Administrators shall access the Service via the App, Accessy's portal or API, and/or Accessy's instructions. Access to and use of the Service and Associated Services requires appropriate Third-Party Services and Materials, in particular connections to mobile network services, and/or connections to the Internet or other relevant public electronic network.

The Customer's and its Administrators' designated login username(-s), password(-s) and codes are strictly confidential and may only be used by the registered Customer and Administrators.

Accessy and Accessy's Affiliates is not liable to Customer and its Administrators or to anyone else acting on behalf of the Customer for failure to maintain the confidentiality of their password for the Service and Associated Services, and Customer agrees to indemnify and hold Accessy and its Affiliates harmless for any claims arising from loss of passwords.

9. Sale and purchase of Control Unit

If an agreement for the Customer's purchase of Control Unit (sale agreement) is specifying the sale and purchase of Control Unit, these General Terms shall be deemed to be incorporated into any such sale agreement.

The Customer shall be solely responsible for ensuring that the Control Unit ordered and installed by the Customer is suitable for the Customer's requirements and is compatible with the Customer's existing hardware and software systems, and practices.

The Customer acknowledges that the Control Unit contains software or be accompanied by separate software, including but not limited to operating systems and applications. Such software may be included in or be embedded in the Control Unit, or it may be contained separately on disks or on other media. Such software constitutes Accessy's Technology and proprietary intellectual property rights and may also contain valuable trade secrets and be protected by patents. The Customer is licensed to use software contained in or accompanying the Control Unit, subject to Accessy's licensing terms and conditions provided with or otherwise accompanying the Control Unit, applicable patent, trademark, copyright, and other intellectual property laws.

Accessy will supply ordered Control Unit. Shipment shall be pursuant to Accessy's standard practices, or as otherwise agreed by Accessy and the Customer. Risk of loss or damage to all Control Units hereunder will pass to Customer upon delivery. Any specified delivery dates are estimates only. Accessy shall not be liable for any shipment failure or shipment delay unless caused by Accessy.

Title to and the right to retake possession of the Control Unit purchased from Accessy shall remain with Accessy until all sums in respect of the delivered Control Unit have been paid in full.

All shipments (including the Control Unit, the packages, and the number of packages) shall be deemed correct and undamaged unless the Customer informs Accessy of any shortfall or error in writing within 14 days after delivery. The Customer's failure to inform Accessy shall constitute a waiver of any such claim. For faulty shipments, Accessy shall, at its sole discretion, issue a replacement shipment, or a credit to the Customer.

The price for ordered Control Unit will be the price indicated in applicable price list, or as otherwise agreed by Accessy and the Customer. Unless otherwise agreed, the price includes standard freight.

If the Customer is an importer of the Control Unit, the Customer shall be responsible for the payment of all copyright levies, recycling fees and other similar duties imposed on the Control Unit (or parts thereof) or their packaging by central or local authorities, collecting societies or other institutions. In addition to the payment of recycling fees or similar duties, local law or recycling schemes may require importers or scheme members to comply with certain take-back, collection or recycling requirements. the Customer shall comply with such

requirements and any additional requirements.

All new Control Unit carry a 12-month warranty against defects in materials and workmanship. The Customer shall not be entitled to make any warranty claim against Accessy unless the claim is made within 2 months of discovering or learning of the defect.

The above warranty does not apply to damage caused; (1) by alteration, repair, adjustment, or installation by someone other than Accessy, (2) due to accident, misuse, or abuse, (3) due to normal wear and tear, (4) due to use of parts and components not supplied or intended for use with the Control Unit, or (5) to products, software or services made, created, or performed by a party other than Accessy.

Accessy shall either repair or replace the Control Unit that does not comply with the warranty set forth herein. Where Control Unit is replaced, the Customer shall return the replaced Control Unit to Accessy or else Customer shall pay Accessy, by invoice, the applicable prices for the replacement Control Unit.

10. Support

Accessy's Standard offsite support service for the installation and use of the Service, Associated Services and Control Unit will be provided by Accessy in accordance with the [Support Terms](#).

11. Compliance

Neither the Customer nor its Administrators or anyone else acting on behalf of the Customer is permitted to use, resell, distribute, transfer, provide, sub-license, share with, or otherwise offer the Service, Associated Services and Control Unit in violation of any laws or the General Terms, and anti-corruption statutes in all jurisdictions.

Without limiting the foregoing, Customer and its Administrators or anyone else acting on behalf of the Customer is prohibited to knowingly directly or indirectly export, re-export, transfer, make available or release (together export) the Service, Associated Services and/or and Control Unit to any destination, person, entity or other Customer prohibited or restricted under trade laws of related countries pertaining to the export, import, use, or distribution of the Service, Associated Services and Control Unit.

12. Personal Data

To the extent Accessy processes Personal Data;

- in **User Account Data**, Accessy is the *data controller* and shall collect and treat any such Personal Data in accordance with the terms and conditions set forth in Accessy's separate Contractual Terms and Policies for Users, available in the App (to be downloaded at [AppStore](#) (iOS) or [GooglePlay](#) (Android)),
- in **Member Data** and **Customer Data**, the Customer is the data controller and Accessy is the data processor and shall treat any such Personal Data in accordance with the terms and conditions set forth in [Data Processing Agreement](#).

13. Biometric data

The Service and Accessy do not take part in any collection, processing, or storage of any of biometric data, such as Face-ID, fingerprint, voice recognition. Each provider of these services as used by Customer is responsible for such data, through its services and operating systems.

14. Links to Third Party Sites

Third-party sites are included in Third-Party Services and Materials and as such not under the control of Accessy, and Accessy is not responsible for the contents of any third-party sites, any links contained in third party sites, or any changes or updates to third-party sites.

15. Warranty and disclaimers

Except for Accessy's warranty for Control Unit under Section 9, Accessy warrants that; (a) the Service and Associated Services provided are and will be completed in a professional, workmanlike manner, with the degree of skill and care that is required by good, and sound professional procedures, and shall be provided in accordance with the General Terms, (b) the Service and Associated Services do not, to the best of Accessy's knowledge,

misappropriate, violate, or infringe any copyright, trademark, mask work, trade secret, patent or other intellectual property or proprietary right of others, and (c) Accessy has full power to grant the rights granted under the General Terms and under applicable Subscriptions.

Accessy does not supply and is not responsible for any Third-Party Services and Materials. Third Party Services and Materials are subject to their own licenses, end-user agreements, privacy, and security policies, and/or terms of use. Accessy makes no warranty to and has no liability for such Third-Party Services and Materials.

If a defective or non-conforming portion of the Service or Associated Services affect the Availability of the Service, Accessy shall pay the applicable Service Credit to the Customer.

Any notice of any non-conformity to Accessy must be in writing and within 30 days after the first encounter any such non-conformity.

The warranties stated herein are the sole and exclusive warranties offered by Accessy. There are no other warranties of any kind, express or implied, Accessy expressly disclaims all warranties of title, merchantability, fitness for a particular purpose, accuracy or quit enjoyment.

Except as stated herein, the Service, Associated Services and any Documentation are provided to the Customer on an “*as is*” and “*as available*” basis.

Accessy does not warrant that use of the Service and Associated Services will be error-free or uninterrupted. Accessy is not responsible for any hardware, mobile device, or software installed or used by Customer or its Administrators (or others permitted user's) or for the operation or performance of the Internet.

16. Indemnification

Accessy will, at its expense and at request, defend, indemnify, and hold harmless the Customer from and against all claims, actions, demands, liabilities, settlements, costs, damages, and fees (including attorneys' and other professionals' fees and costs) arising, in whole or in part, in connection with; (a) any allegation that any portion of the Service, Associated Services or Documentation misappropriates, violates, or infringes any third party's patent, copyright, trademark, trade secret, or other intellectual property or proprietary right, (b) any bodily injury, personal injury, death, or property damage caused by Accessy or Accessy's employees, (c) Accessy's wrongful processing of Personal Data under the DPA (except where such harm arises due to the Customer's wrongful handling of Personal Data under the DPA), or (d) any other liability that cannot be excluded by law.

The Customer will, at its expense and at Accessy's request, defend, indemnify, and hold harmless Accessy from and against all claims, actions, demands, liabilities, settlements, costs, damages, and fees (including attorneys' and other professionals' fees and costs) arising, in whole or in part, in connection with a claim, suit, action, or proceeding; (a) by a third party alleging that the Customer Data infringes the intellectual property rights or other rights of a third party or has caused harm to a third party, or (b) arising from any third-party subpoena or compulsory legal order or process that seeks the Customer Data and/or other Customer-related information or data, including, without limitation, prompt payment to Accessy of all costs (including attorneys' fees) incurred by Accessy as a result (except where such harm arise due to Accessy's wrongful processing of Personal Data under the DPA), or (c) arising out of any other liability that cannot be excluded by law.

In case of any claim that is subject to indemnification as set forth herein, the party that is indemnified (**Indemnitee**) will provide the indemnifying party (**Indemnitor**) reasonably prompt notice of the relevant claim. Indemnitor will defend and/or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification as set forth herein.

Each party will cooperate in good faith with the other to facilitate the defence of any such claim and will tender the defence and settlement of any action or proceeding covered by this Section to the Indemnitor upon request. Claims may be settled without the consent of the Indemnitee, unless the settlement includes an admission of wrongdoing, fault, or liability.

17. Limitation of liability

Except the Customer's payment obligations for subscription of the Service, Associated Services and Control Unit, the indemnification obligations under Section 16 and any Service Credits, neither party shall be liable under these General Terms for any loss of profit, loss of use, loss of production, lost revenues, lost business or for any financial

or economic loss or for any indirect or consequential damages whatsoever, even if such party has been advised of the possibility of such damages. The foregoing limitation of liability shall remain in full force and effect regardless of whether either party's remedies hereunder are determined to have failed of their essential purpose.

Each of Accessy's and the Customer's exclusive and maximum liability per calendar year under these General Terms, in respect to one or more events or series of events (whether related or unrelated), shall on the aggregate be limited to 15 % of the annual fee for the applicable Service and Additional Services. Any Service Credits paid to the Customer under the relevant calendar year shall be included when calculating maximum liability. The Service Credits shall not be covered by the limitation of liability in this paragraph.

Nothing herein shall limit or exclude either party's liability for fraud or fraudulent misrepresentation and the indemnification undertakings in Section 16.

Accessy does not accept liability for Third-Party Service and Material, including acts and omissions.

Accessy does not accept liability for any effects upon mobile devices, hardware, equipment, software, and computer programmes, or upon any electronic or radio systems in equipment, vehicles, or aircraft in the vicinity of the Customer and its Administrators and other persons using acting on behalf of the Customer, of any emissions or transmissions to, from, by or through the network and/or mobile devices and equipment.

18. Suspension of Service or Device

Accessy, in its sole discretion, may suspend the Customer's and/or its Administrators' authorizations and/or API-account, or use of the Service and Associated Services if the Customer or any of its Administrators violates/breaches any right and/or obligation under applicable Subscriptions or the General Terms, and such violation/breach has not been cured promptly within 10 days of notice of such breach.

Accessy shall also have the right to suspend the Service in the event of late payment pursuant to Section 5.

In the event the Customer or any of its Administrators or anyone else acting on behalf of the Customer violates/breaches any of its duties and obligations in Section 4 (especially regarding the use of API), and such violation/breach has not been cured promptly within 5 days of e-mail notice to the Customer of such breach, Accessy may suspend the Customer's subscription(-s) for the Service and Associated Services affected by the violation/breach immediately without notification.

In the event a Customer's connected Device suffers from faulty, inappropriate or insufficient connections to the Internet and/or any other communications necessary for connecting and operating the Device by the Service (faulty Device connections) and the cause for such faulty connections has not been cured by the Customer, or party assigned by Customer, promptly within 4 weeks of Accessy's notice to the Customer of such faulty Device connections, Accessy may suspend the Customer's Device in question immediately with notification to Customer.

Unless the Customer Agreement is terminated in accordance with Section 19, Accessy shall reinstate the suspended Service and/or suspended Device upon evidence of cured violation, breach, non-payment, or faulty Device connections.

19. Term and termination

Accessy's obligation to provide the Service and Associated Services and the Customer's obligation to abide to Customer Agreement and the General Terms, and applicable Subscriptions, shall take effect and commence on the Effective Date (contract date) and shall, unless agreed otherwise, continue to apply with a mutual notice period of 30 days.

Termination of the Customer Agreement by a party shall be made in writing to the other party.

Termination of the Customer Agreement will not only terminate the Customer's right to use the Service and Associated Services, including Subscriptions, Administrator privileges, API Accounts, API credentials, and all other services and products, but it will also terminate Administrator authorizations and Members' access to the Customer's Accesses.

Accessy may terminate the Customer Agreement immediately if;

- (a) the Customer is in material breach of its obligations under and pursuant to the Customer Agreement and these General Terms, or Service is used by the Customer in violation with the Customer Agreement and

these General Terms, or otherwise, and such violation/breach has not been cured promptly within 30 days of notice of such breach,

- (b) the Customer infringes any of Accessy's intellectual property rights, or challenges Accessy's ownership to or the validity of any intellectual property rights relating to the Service, Associated Services and/or Control Unit, or violates/breaches any of its duties and obligations in Section 4 (especially regarding the use of API), and such violation/breach has not been cured promptly within 15 days of notice of such breach, or
- (c) in the event the Customer enters liquidation either voluntary or compulsory or become insolvent or enter composition or corporate reorganization proceedings or the similar.

The Customer may terminate the Customer Agreement immediately upon notice if;

- (a) Accessy is in material breach of its obligations under and pursuant to the Customer Agreement or these General Terms and such violation/breach has not been cured promptly within 30 days of notice of such breach, or
- (b) in the event Accessy enters liquidation either voluntary or compulsory or become insolvent or enter composition or corporate reorganization proceedings or the similar.

20. Winding up

Upon termination of the Customer Agreement and at the Customer's written request, Accessy shall to a reasonable extent and without undue delay assist the Customer in electronic transfer of the Customer Data to the Customer, or to a third-party designated by the Customer. The Customer shall make such transfer request within 30 days from termination of the Service.

Unless prescribed otherwise by law, following 30 days from termination of the Service, and regardless of whether Customer Data has been transferred or not, Accessy shall be entitled to erase the Customer Data, or to use other means to make the Customer Data inaccessible to the Customer.

In addition to the transfer of data and as a separate service to the Customer and subject to the exception below, upon termination of Customer Agreement and at the Customer's written request and cost, Accessy shall to a reasonable extent assist the Customer in providing relevant configuration data held or created by Accessy to the Customer, or to a third-party supplier designated by the Customer, for the purpose of supporting the Customer, or the third-party, in taking over Customer Data to a service similar to the Service. Such a request shall be communicated to Accessy within 30 days from termination. Accessy shall have the right to reasonable compensation for work done in accordance with this paragraph above, based on Accessy's then-current price list for corresponding services.

Exception to the aforementioned. Accessy is entitled to reject a request for a separate service if the Customer Agreement is terminated by Accessy for cause in accordance with Section 19.

21. Force majeure

Neither party will be deemed in default, to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any event beyond the reasonable control of such party, including without limitation, any act of God, war and war-like situations, fire, earthquake, natural disaster, accident or act of government (in any case to the extent that such event is not due to, nor arises out of, the negligence of the party whose performance is delayed), and provided that the party seeking to be excused gives the other party written notice thereof promptly and, in any event, within 15 days of discovery thereof and uses its reasonable efforts to continue to so perform or cure.

In the event of a force majeure event, the time for performance or cure will be extended for a period equal to the duration of the force majeure event. If the period of delay or non-performance continues for more than 30 days, the party not affected may terminate the Customer Agreement by giving written notice to the affected party.

22. Confidentiality

A party may from time to time, gain access to the other party's confidential and proprietary information, of whatever kind ("**Confidential Information**"). For purposes of clarity, information stated to be confidential and

price information shall always be considered Confidential Information.

Each party may only use the other party's Confidential Information to the extent necessary to exercise its rights and obligations under Subscriptions and under these General Terms. A party may not disclose the other party's Confidential Information to a third party without the prior express consent of the other party, provided in writing or by email.

A party's undertaking of confidentiality in accordance with this Section shall not apply to Confidential Information which:

- (a) is already known by the recipient when received;
- (b) is or has become publicly available or known other than by breach of this confidentiality obligation by the receiving party;
- (c) the receiving party has received in a permissible way from a third party that is under no obligation of confidentiality in relation to the other party; or
- (d) the receiving party is obliged to make publicly available due to a court order, a decision by a public or regulatory authority or as otherwise required by law.

A party is liable for its employees' and consultants' respective compliance with the provisions stipulated herein.

A party's undertaking of confidentiality pursuant to this Section shall be valid during the term of the Subscriptions and continue for a period of 3 years after termination or expiration of the Customer Agreement.

23. Notices

Any notice required or permitted hereunder shall be in writing and shall be given to the appropriate registered address or at such other address as the party may hereafter specify in writing.

Such notice shall be deemed given; (a) if sent by email with delivery receipt the same day, (b) upon personal delivery to the appropriate postal address, (c) 3 business days after the date of mailing if sent by certified or registered mail, or (d) 1 business day after the date of deposit with a commercial courier service offering next business day service with confirmation of delivery.

24. Survival of terms

All terms and provisions of these General Terms, including all appendices, exhibits, addenda, and amendments hereto, which by their nature are intended to survive any termination or expiration, shall so survive.

25. Severability

If any provision of the General Terms shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of the General Terms which shall remain in full force and effect.

26. Governing law and dispute

Customer Agreement, Subscriptions and these General Terms, and the rights and obligations of the parties pursuant thereto will be governed by the laws of Sweden, without regard to conflicts of law principles.

The parties irrevocably agree that, subject as provided below, the courts of Sweden shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning Customer Agreement, Subscriptions and the General Terms (including the right to possible appeal), and any matter arising therefrom and irrevocably waive any right that they may have to object to an action being brought in those courts, or to claim that the action has been brought in an inconvenient forum, or that those courts do not have jurisdiction.

Nothing in this Section shall limit the right of either party, at any time to seek injunctive relief in the courts of any appropriate jurisdiction in the case of any breach or threatened breach or infringement of intellectual property

rights.

Service Credit

The Service is provided using the software-as-a-service and/or Cloud model. The Service shall be considered available (**Availability**) when it is possible to directly access and communicate with the Service, and applicable API for the Service. Availability of the Service is measured daily (24h/day). Availability does not include access and communication with the Service via or to Third Party Services and Materials.

Accessy warrants that the Availability of the Service provided by Accessy (not as provided by third-party providers) will not be inferior to 97.5 % (**Agreed Service Level**) of the time during a month (**Service Time**), except for;

- (a) planned maintenance (**Maintenance Time**),
- (b) force majeure event,
- (c) unforeseen failure in connectivity, and the provision and connections to mobile services, base stations, and mobile telecom networks, for changes in coverage or termination of frequencies in mobile networks,
- (d) unforeseen failure in provision and connections to the Internet or other relevant public network, and
- (e) any unavailability that is caused by the negligence, error, act or omission of the Customer or anyone for whom the Customer is responsible (**Customer and External Interruption**).

Minor incidents (as defined in the Support Terms) reported as potential problems with the Service but with Service objectives still working, are not counted as downtime. Minor incidents reported as potential problems with webpage but service objectives still working are also not counted.

In the event the Service Time is below Agreed Service Level, the Customer shall be entitled to receive credits pursuant to the terms and conditions set forth below (**Service Credits**). Accessy shall inform the Customer in the event the Customer is entitled to Service Credit and by doing so shall also provide the Customer with relevant Availability data and a calculation of the Customer's applicable Service Credit.

In the event the total monthly Service Time for the Service is below the Agreed Service Level, Accessy will set off against the next payable invoice the applicable Service Credits calculated in accordance with the following.

Service Credits will be paid (and shown) as a deduction from the amount due from the Customer to Accessy for the Service and be calculated as $(A \times B)$. Where A is the total monthly fee for the Service, and B is the difference between the monthly Service Time (presented in %) and monthly Agreed Service Level.

For example, if the Customer is using the Service and has a total monthly subscription fee for the Service of SEK 5,000 and has experienced 93 % Service Time. Then $SEK 5,000 \times 4.5 \% = SEK 225$ can be given as a deduction on the next payable invoice.

The Service Credits shall be the Customer's sole remedy for any Service down-time.

The Customer acknowledges and agrees that;

- (a) Availability and Service Time only refers to and covers the Service,
- (b) the Service does not include Third-Party Service and Materials, as defined in the General Terms and Conditions,
- (c) Accessy is not responsible for any Third-Party Service and Materials, which are subject to their own licenses, user agreements, privacy, and security policies, and/or terms of use, and
- (d) Accessy makes no warranty to and has no liability for such Third-Party Service and Material.

Support Terms

The following support service is applicable to the use of Accessy's operated Service and shall also be deemed incorporated into any Subscription for the Service, Associated Services and Control Unit. Capitalized terms

utilized in this document and not defined shall have the meaning set forth in the [General Terms and Conditions](#). Accessy retains the right to make changes to these Support terms and conditions. Nevertheless, Accessy shall only make changes that do not negatively impact Accessy's subscribers and shall apply generally to all subscribers. Detailed descriptions, specifications etc. for all Accessy's Service will be provided by Accessy by general announcement.

1. General Support coverage

Customer shall have access to support services that include **First-Line Support**.

2. Support guidelines

Accessy's support team will be available (as specified in Section 3 below) to assist the Customer in the operation of the Service and to receive incident reports. Each incident will be allocated a unique reference number by Accessy's support team, and the subscriber will be informed of this number for tracking purposes.

A support service means that a User can request for Accessy's remote assistance with accessing and with changes in the configurations with the Service and other matters relating to use of the Service.

3. Support availability

Any support request shall promptly be notified to Accessy per email to support@accessy.se or a webform on Accessy's website or by telephone set forth in the webform.

Unless agreed otherwise, support services for Service shall be provided during Accessy's normal business hours (**Business Hours**).

- Monday – Friday (8 am – 5 pm the Swedish Time Zone) (Business Hours).
- Support services are provided primarily per email (support@accessy.se) and phone (+46 705 820 555).
- Accessy will use commercially reasonable efforts to respond to the subscriber's support requests in connection with the Service (Support Response).

4. Support prerequisites

The subscriber must provide the following information in the support request.

- (a) Name of the subscriber
- (b) The subscriber's Organization Name
- (c) Detailed description of support issue

5. Severity definitions

CRITICAL:

- Critical production issue that severely impacts your use of the Service and no procedural workaround exists.
- Service is down or unavailable.
- Serious disruption or interruption of an important part of the Service.
- A critical feature / function in the Service is unavailable.
- A Critical issue requires that the Customer has dedicated person available to work on the issue on an ongoing basis with Accessy.

MAJOR:

- Major functionality in the Service is impacted, or significant performance degradation is experienced. The situation is causing a high impact to portions of the Service and no reasonable workaround exists.
- Service is operational but highly degraded performance to the point of major impact on usage.
- Important features of the Service offering are unavailable with no acceptable workaround; however,

operations can continue in a restricted fashion.

MINOR:

- A partial, non-critical loss of use of the Service with a medium-to-low impact, but the Service continues to function.
- Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation, or configuration; bug affecting a small number of users.
- Acceptable workaround available.

6. Support response times

The severity of the problem and the support program that you purchase determine the service level, method, and speed of our response targets.

CRITICAL Incident

Response Time: Incident Log time + 5 Business Hours

MAJOR Incident

Response Time: Incident Log time + 15 Business Hours

MINOR Incident

Response Time: Incident Log time + 40 Business Hours

***Response time** means the period from (commencing) when an incident is logged to the time when the support team provides Customer with a response including;

- a confirmation that the support team started working on the issue, and/or
- request for specific information needed to identify the issue, and/or
- suggestions of known workaround.

Data Processing Agreement

This Data Processing Agreement (**DPA**) creates the legal framework, between the Customer as the **data controller** and Accessy as the **data processor**, for processing of personal data in a manner compliant with EU General Data Protection Regulation 2016/679 (GDPR). The data controller (**Customer**) is the subscriber of the Service, and Accessy (the data processor) will, on behalf of the Customer, process Personal Data selected, collected, and submitted by the Customer, and/or third parties designated by the Customer, and stored and used within the Service. The terms of this DPA only apply together with an active subscription to the Service. Non-English translations of the DPA are provided for convenience only. In the event of any ambiguity or conflict between translations, the English version is authoritative and controls.

By actively agreeing to be bound by this DPA, the Customer agrees to be bound by this DPA with ACCESSY AB, including all its Affiliates, a Swedish corporation with an address at Södra Förstadsgatan 2, 211 43 Malmö, Sweden (**Accessy**). The DPA constitutes a legally binding contract between Accessy and the Customer with respect to processing of Personal Data, in relation to access and use of the Service.

1. Definitions

All capitalized terms used in this DPA shall have the meanings given to them below:

Access - Access to an Asset. A Member may have one or multiple Accesses and be granted Access by one or multiple Organizations. An Access is, for example, a User's/Member's permission to unlock a door.

Accessy Data - Data and materials supplied or made available by Accessy and/or its licensors to Users, the Customer and its Administrators during the provisioning and support of the Service, Additional Services and App.

Administrator - Each Customer must appoint a User to be the administrator of a Subscription. The Customer can appoint one or several Administrators under the same Subscription. The Administrator is, by appointment, authorized by the Customer to publish and manage connected Assets and to invite Members to the Customer's

Organization.

Affiliate - Any entity controlling or controlled by or under common control with a Party where control is ownership of more than 50 % of the equity or voting rights of such entity.

Asset - An object (usually a space) with an accompanying description, which includes one or several Devices. An Asset can be delegated, shares and granted Access to.

Associated Service - Additional and optional subscriptions, licenses, products, services, features, and functionality designed and owned by Accessy, to be used in conjunction with the Service, including, individually and collectively, the applicable software, updates or upgrades, A-Beamers, App, API-account, API and API credentials, Control Unit and Control Unit Operating Subscription service, Documentation, and all applicable other Accessy's services and products that the Customer has subscribed, rented and/or purchased.

Customer- Each person or company completing the required registration process for Customer Agreement and Customer Account.

Customer Account – An individual Customer account with Accessy necessary for the Customer to become a Customer with Subscription(-s). The Customer Account is created when the Customer concludes the Customer Agreement. The administration of the Customer's Subscription(-s) is done via the App, Accessy's portal or API.

Customer Account Data - Data provided by Customer to Accessy for the registration of the Customer Account, including the Customer's name, postal address, co. reg. no., designated responsible individuals and Administrators (with first and second name, email, and mobile no), and payment and invoicing details.

Customer and External Interruption - Unforeseen failure in provision and connections to the Internet or other relevant public electronic network, Third-Party Services and Materials, and any other unavailability that is caused by the negligence, error, act or omission of the Customer, its Administrators, its Members or Users or anyone else for whom Customer is responsible.

Customer Agreement – Agreement between Accessy and Customer for the provisioning of the Service, concluded when the Customer creates the Customer Account, and which agreement incorporates the Contractual Terms and Policies.

Customer Data – Customer Account Data, connected Assets and Asset delegations, Member authorizations, permissions and user roles submitted to and stored in the Service by the Customer and its Administrators.

Data Controller or **DC** - Has the meaning given in GDPR (and, for the purpose of this DPA, means the party licensing and using the Service).

Data Processor or **DP** - Has the meaning given in GDPR (and, for the purposes of this DPA, Accessy AB, including all its Affiliates, a Swedish corporation with address Box 12871, 112 98 Stockholm, Sweden, Sweden).

Data Security Breach - Has the meaning set forth in Section 3.

Data Subject - An individual who is the subject of Personal Data.

Data Subject Request - Has the meaning set forth in Section 3.

Data Transfer - A transfer of Personal Data from the DC to the DP, or an onward transfer of Personal Data from the DP to a Sub-Processor, or between two establishments of a DP.

Device – A digital representation of the physical device that is connected to the Service (most often door-locks) and that belongs to a Subscription.

DPA - This Data Processing Agreement together with its annexes, as supplemented and amended from time to time.

EEA - The European Economic Area.

EU Data Protection Laws - Refers to all privacy and personal data legislation applicable to the personal data processing that is carried out under this DPA.

GDPR - EU General Data Protection Regulation 2016/679 and any national laws adopted pertaining to this regulation. The term includes binding guidelines, opinions, recommendations and decisions from supervisory

authorities, courts, or other authority.

Member - A User that has become a member of an Organization. The Administrator of each Organization may invite a User (or approve a User's request) to become a Member of the Organization and to grant Access to connected Assets. When a User has become Member of an Organization the User is also granted access to that Organization's connected Assets, enabling the User to gain Access to such Asset. When becoming a Member, the Organization will keep records to identify the User as its Member.

Member Data - Data provided by a User to an Organization when the User is becoming a Member of the Organization (membership data), and any Transaction Data processed and created in or by the Service in connection with the User's use of the Organization's connected Assets. The Member identification is the User's first and last name in the User Account.

Organization - An organization is a specific identification (name), related to each Subscription. Each such identification is treated as a virtual organization in the Service.

Party - Either DC or DP.

Parties - DC and DP.

Personal Data - Any information relating to an identified or identifiable natural person (data subject) where an identifiable natural person is one who can be identified, directly or indirectly, by reference to an identifier such as name, an identification number, location data, an online identifier or to one or more factors specific to their physical, physiological, mental, economic, cultural, or social identity of that natural person.

Processing - Any operation or set of operations which is performed upon Personal Data or sets of Personal Data, whether by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

Service - Accessy's software-as-a-service (SaaS) and cloud based operated access control services and products and Associated Service, ordered, and subscribed by a Customer, and any subsequent updates, upgrades, and other services and/or products delivered or made accessible to the Customer in connection with the Service. The Service does not include any Third-Party Services and Materials. The Service is made available online by Accessy, via the applicable login, the App and otherwise as designated by Accessy.

Service Data - Data provided to or generated by and in the Service, including Transaction Data.

Sub-Processor - Any third-party data processor engaged by DP who receives Personal Data from DP or DC for Processing on behalf of DC.

Subscription - A Subscription of the Service is required to manage an Organization. Subscription is ordered and managed by the Customer via the Customer Account. A Customer can have several Subscriptions. When a Subscription is created, a User is appointed to be the Administrator of the Organization. The number of Administrators for an Organization can be more, but for a Subscription at least one Administrator is required.

Supervisory Authority - Any Data Protection Supervisory Authority with competence over DC, DP, and any Sub-Processor Processing of Personal Data.

Transaction Data - Access transaction data (performed Accesses) generated by and in the Service, which include information of User's use of the Service and App.

Third-Party Services and Materials - Any third-party software, service, or product that is not provided by Accessy as part of the Service and that may be used by the Customer, its Administrator and Users in connection with or via the Service, Associated Services or Control Unit, for example, service subscriptions, external applications, access control systems, connectivity, mobile network services (mobile subscriptions), gateways, links, functionality, websites or materials and third-party content and data.

User - The App and Service is intended for use by persons (each a User). To become a User a person must install the App and complete the registration for an individual User Account in the Service.

User Account Data - The Users data provided by Users to Accessy for the registration of an individual User Service and App account with Accessy (User Account) for which the User is required to supply Accessy with

User's first name, last name, and mobile telephone number. Membership in a Customer Organization is linked to the User-profile in the User Account, in other words the User is identified by the first and last name recorded in the User Account.

2. Purpose

The DC has concluded a subscription agreement pursuant to which DC is granted a license to access and use the Service, and the DP will, on behalf of the DC, Process Personal Data selected, collected, and submitted by the DC, and/or third parties designated by the DC with whom DC transacts using the Service, and such Personal Data is stored and used within the Service. For the avoidance of doubt, the terms of this DPA shall only apply to the DC with an active subscription (license) to the Service.

The Parties are entering into this DPA to ensure that the Processing by the DP of Personal Data, within the Service, is done in a manner compliant with GDPR and its requirements regarding the collection, use and retention of Personal Data.

To the extent that any terms of the subscription agreement conflict with the substantive terms of this DPA (as they relate to the protection of Personal Data and the Parties' respective obligations and liabilities), the terms of this DPA shall take precedence.

3. Data Processor's obligations

The Parties agree that the subject-matter and duration of Processing performed by the DP under this DPA and the subscription agreement, including the nature and purpose of Processing, the type of Personal Data, and categories of Data Subjects, shall be as described in the Processing Instructions.

The DP undertakes to process Personal Data under this DPA in accordance with applicable EU Data Protection Laws and guidance from the Supervisory Authority and relevant trade associations (*Sw. branschorganisationer*).

As part of the DP providing the Service to the DC under the subscription agreement, DP shall comply with the obligations imposed upon it under GDPR Articles 28 - 32 and agrees and declares as follows:

- (a) The DP shall process Personal Data in accordance with the instructions set forth in this DPA;
- (b) the DP shall ensure that all staff and management of the DP are fully aware of their responsibilities to protect Personal Data in accordance with this DPA and have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality in accordance with GDPR Article 28(3)(b);
- (c) the DP shall implement and maintain appropriate technical and organizational measures to protect Personal Data in accordance with GDPR Article 32 against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access (**Data Security Breach**), provided that such measures shall take into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, so as to ensure a level of security appropriate to the risks represented by the Processing and the nature of the Personal Data to be protected, including data security consistent with Accessy's Data Security Standards;
- (d) the DP shall notify the DC in accordance with GDPR Article 33(2), without undue delay after becoming aware of a Data Security Breach affecting the DC's Customer Data and to cooperate with the DC as necessary to mitigate or remediate the Data Security Breach. Further, the DP shall cooperate with the DC and take such commercially reasonable steps as are directed by the DC to assist in the investigation, mitigation, and remediation of any such Data Security Breach under GDPR;
- (e) the DP shall comply with the requirements of Section 4 when engaging a Sub-Processor;
- (f) considering the nature of the Processing, the DP shall assist the DC (including by appropriate technical and organizational measures), as far as it is commercially reasonable, to fulfil DC's obligation to respond to requests from Data Subjects to exercise their rights under GDPR (a **Data Subject Request**). In the event the DP receives a Data Subject Request directly from a Data Subject, it shall (unless prohibited by law) direct the Data Subject to the DC. However, in the event the DC is unable to address the Data Subject Request, considering the nature of the Processing and the information available to the DC, the DP, shall,

on the DC's written request and the DC's instruction to the DP, and at the DP's reasonable expense (scoped prior to the DP's response to the Data Subject Request), address the Data Subject Request, as required under GDPR;

- (g) upon request, the DP shall provide the DC with commercially reasonable information and assistance, considering the nature of the Processing and the information available to the DP, to help the DC to conduct any data protection impact assessment or Supervisory Authority consultation it is required to conduct under GDPR;
- (h) upon termination of the Customer Agreement, the DP shall comply with the requirements of Section 8;
- (i) the DP shall comply with the requirements of Section 5 to make available to the DC information that demonstrates the DP's compliance with this DPA; and
- (j) the DP shall appoint a security officer who will act as a point of contact for the DC, and coordinate and control compliance with this DPA.

The DP shall immediately inform the DC if, in its opinion, the DC's processing instructions infringe any law or regulation. In such event, the DP is entitled to refuse Processing of Personal Data that it believes to be in violation of law or regulation.

The DP shall inform the Data Subjects of the Processing for which the DC is responsible, but which the DP performs on behalf of the DC under this DPA. Such information is provided in the Service.

4. Use of sub-processors

The DC hereby confirms its general written authorisation for the DP's use of the Sub-Processor(-s) listed in accordance with GDPR Article 28, to assist it in providing the Service and Processing Personal Data provided that such Sub-Processor(-s),

- (a) agree to act only on the DP's instructions when Processing the Personal Data (which instructions shall be consistent with the DC's Processing instructions to the DP), and
- (b) agree to protect the Personal Data to a standard consistent with the requirements of this DPA, through entering into a data processing agreement with the DP containing the same requirements as this DPA, including by implementing and maintaining appropriate technical and organizational measures to protect the Personal Data they Process consistent with Accessy's Data Security Standards.

The DP is currently using in Microsoft Azure's managed services for processing and storage of data, in Microsoft Azure's servers in North and West Europe (Ireland and Netherlands), as further detailed in Accessy's Data Security Standards.

The DP agrees and warrants to remain liable to the DC for the Processing services of any of its Sub-Processor(-s) under this DPA. The DP shall maintain an up-to-date list of the names and locations of all Sub-Processor(-s) used for the Processing of Personal Data under this DPA at www.accessy.se. The DP shall update the list on its website of any Sub-Processor to be appointed at least 30 days prior to the date on which the Sub-Processor shall commence processing Personal Data. The DC shall receive email notification of any such changes.

If the DC objects to the Processing of its Personal Data by any newly appointed Sub-Processor, as described in this Section 4, the DC shall inform the DP within 30 days following the update of its online policy above. In such event, the DP will instruct the Sub-Processor to cease any further processing of the DC's Personal Data and this DPA shall continue unaffected.

In addition, the DC's access and use of Third-Party Services and Material is governed solely by the terms and conditions and privacy policies of such Third-Party Services and Materials, and the DP does not endorse, is not responsible or liable for, and makes no representations as to any aspect of such Third-Party Services and Materials, including, without limitation, their content or the manner in which they handle Customer Data (including Personal Data) or any interaction between the DC and the provider of such Third-Party Services and Materials. The DP is not liable for any damage or loss caused or alleged to be caused by or in connection with the DC's enablement, access, or use of any such Third-Party Services and Materials, or the DC's reliance on the privacy practices, data security processes or other policies of such Third-Party Services and Materials. A provider

of a Third-Party Service and Materials shall not be deemed a Sub-Processor for any purpose under this DPA.

5. Audit

Subject to this Section 5, the DP shall make available to the DC on request all information necessary to demonstrate compliance with this DPA, and shall allow for and contribute to audits, including inspections, by the DC or an auditor mandated by the DC in relation to the Processing of Personal Data by the DP and any Sub-Processor.

Information and audit rights of the DC only arise under Section 5 to the extent that the DPA does not otherwise give them information and audit rights meeting the relevant requirements of GDPR.

6. International data transfers

Except as requested by the DP and as explicitly approved by the DC, the DP and its Sub-Processors will only maintain Processing operations in countries that are inside of the EU/EEA.

If the DC has approved that Personal Data processed in the Service is transferred and/or processed in a country outside the EU/EEA, the DP shall ensure that such transferred and/or processed Personal Data are adequately protected.

In the light of recent case law and guidance regarding transfer of Personal Data outside of the EU/EEA, the DC and the DP agree to collaborate to ensure that Personal Data is either not transferred outside of the EU/EEA or transferred with protection essentially equivalent to that what is guaranteed within the EU/EEA and in accordance with the current Standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council.

The DC is aware and approves that the Processor is using Microsoft Azure' managed services for data processing and data storage, in Microsoft Azure's servers in North and West Europe (Ireland and Netherlands). However, Microsoft Azure's processing and storage procedures may include that Personal Data may be transferred outside of the EU/EEA within the DP's use of the service.

7. Data Controller's obligations

As part of the DC receiving the Service under the subscription agreement, the DC agrees to abide by its obligations under GDPR and declares and warrants as follows.

- (a) That the DC is solely responsible for how Personal Data is acquired and used by the DC, including instructing Processing by the DC in accordance with the provisions of the subscription agreement and this DPA, is and shall continue to be in accordance with all the relevant provisions of GDPR, particularly with respect to the security, protection, and disclosure of Personal Data,
- (b) that if collection by DP involves any 'special' or 'sensitive' categories of Personal Data (as defined in GDPR), the DC is acquiring and transferring such Personal Data in accordance with GDPR,
- (c) that, upon instructions from the DP, it shall respond in reasonable time and to the extent reasonably practicable to enquiries by Data Subjects regarding the Processing of their Personal Data by the DP, and to give appropriate instructions to the DP in a timely manner, and
- (d) that, upon instructions from the DP, it shall respond in a reasonable time to enquiries from a Supervisory Authority regarding the Processing of relevant Personal Data by DP.

8. Duration

This DPA will remain in force for as long as the DP Processes Personal Data on behalf of the DC under applicable Customer Agreement.

9. Liability

As between the DC and the DP, this DPA shall be subject to the limitations of liability set forth in this Section below, and in applicable subscription agreement for the Service licensed by the DC.

The DP does not accept any liability under this DPA or GDPR for any Third-Party Services and Materials,

including acts and omissions.

The limitation of liability set forth in this Section 9 shall not be construed as limiting the liability of either Party with respect to claims by Data Subjects.

10. Miscellaneous

This DPA may not be amended or modified except by a writing signed by both Parties hereto. This DPA may be executed in counterparts, provided however that the DP shall be entitled to from time to time make non-material functional changes and updates to the DPA (not changing the Parties' respective rights and responsibilities in this DPA) by giving the DC 30 days' notice. Also, should European Parliament and/or the Council pass new regulations and/or issue any guidelines which contains terms that conflict with those used in this DPA, the Parties hereby agree that such terms in this DPA shall primarily be changed or secondarily be interpreted and applied strictly in accordance with any such new regulation and guideline.

The terms and conditions of this DPA are confidential and each party agrees and represents, on behalf of itself, its employees and agents to whom it is permitted to disclose such information that it will not disclose such information to any third party; provided, however, that each party shall have the right to disclose such information to its officers, directors, employees, auditors, attorneys and third-party contractors who are under an obligation to maintain the confidentiality thereof and further may disclose such information as necessary to comply with an order or subpoena of any administrative agency or a court of competent jurisdiction or as reasonably necessary to comply with any applicable law or regulation.

Subject to the foregoing restrictions, this DPA will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

This DPA constitutes the entire understanding between the Parties with respect to the subject matter herein, and shall supersede any other arrangements, negotiations or discussions between the Parties relating to that subject-matter.

11. Governing law and jurisdiction

This DPA and the rights and obligations of the Parties pursuant thereto will be governed by the laws of Sweden, without regard to conflicts of law principles. The Parties irrevocably agree that, subject as provided below, the courts of Sweden shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this DPA (including the right to possible appeal), and any matter arising therefrom and irrevocably waive any right that they may have to object to an action being brought in those courts, or to claim that the action has been brought in an inconvenient forum, or that those courts do not have jurisdiction.

Processing Instructions

Capitalized terms utilized in this document and not defined shall have the meaning set forth in the [Data Processing Agreement](#).

1. Data Processor

Accessy AB, the DP (where applicable) operates the Service.

2. Data Controller

The Customer, the DC, is a subscriber of the Service.

3. Type of data

The DC will collect and process Personal Data for;

- (1) registration of Users as Members in the Service,
- (2) granting of Users access and use of the DC's connected Assets, and
- (3) maintenance of the membership in the DC's Organization. Such Personal Data collected and processed by

the DC regarding Users is included in the Customer Data and Member Data (including Transaction Data).

The DC is the data controller of Customer Data and Member Data constituting Personal Data. As such the DC is the Users' (Members') contractual party regarding the DC's processing of such Personal Data. Any data privacy questions and requests related to Personal Data included in Customer Data and Member Data, should be directed to the DC directly in its capacity of data controller of such data.

DP is the data controller of User Account Data and Customer Account Data constituting Personal Data. As such the DP is the Customer's and the Users' contractual party regarding the DP's processing of such Personal Data. Any data privacy questions and requests related to User Account Data and Customer Account Data, should be directed to the DP directly in its capacity of data controller of such data.

4. Duration of Processing

The DC's processing of Personal Data shall endure for the duration of the relevant Customer Agreement.

5. Data Subjects

The DC may, at its sole discretion, submit, process, and collect Personal Data in the Service, which may include, but is not limited to, the following categories of Data Subjects of the DC and any natural person(s) authorized by the DC to use the Service (all of whom are natural persons and Members of the DC's Organizations):

- (a) Employees and consultants (users)
- (b) Relatives of employees
- (c) Employees and consultants of customers and potential customers (contact persons and admin)
- (d) Employees and consultants (contact persons and admin)
- (e) Employees and consultants of business partners

6. Categories of Personal Data

The DC may, at its sole discretion, submit, process and collect Personal Data in the Service, which may include, but is not limited to, the following categories of Personal Data related to the Data Subjects:

- (a) First name
- (b) Last name
- (c) Mobile telephone number
- (d) Email
- (e) Transaction Data
- (f) Member authorizations, permissions, and user roles

7. Processing operations

The subject matter of the Processing of the Personal Data:

The DP will host, and process Customer Data and Member Data constituting Personal Data, obtained by the DC or third-party using the Service, while providing and as a technical prerequisite for the DP to provide the Service to the DC and its Users and Members.

The DP processes Personal Data on behalf on the DC for the following purposes:

- (a) To provide and administrate the Service, including to ensure necessary performance of functionality of the Service including to ensure the security of the Service and connected Assets (including the DC's properties),
- (b) To collect and store Personal Data for DC's membership purposes, including Member authorizations, permissions, and user roles, and otherwise to ascertain the Customer's contractual obligations towards its Members.
- (c) For billing and payment purposes.
- (d) To collect and keep statistics and optimize the DC's and its Members' use of the Service and connected

Assets.

- (e) To ensure communication with the DC and DC's Members in relation to the Service and membership.
- (f) To perform necessary log/register maintenance and to comply with legal requirements.
- (g) To detect and prevent use of the Service that is in violation of law or the terms and conditions for the Service, including to investigate, prevent, or act on illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of agreement.
- (h) To comply with legal obligations.
- (i) To establish and defend legal claims.
- (j) To response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

Length of keeping Personal Data during Processing Operations:

DP shall only collect and process Personal Data for as long as the DC is an active customer of the DP, or for as long as needed for the DC to perform its contractual obligations to its Members, to comply with legal obligations, to resolve disputes, to preserve legal rights, or to enforce agreements.

The DP shall only retain Transaction Data constituting Personal Data for 3 months after performed transaction. Any such Transaction Data constituting Personal Data may be retained longer for reasons described in (a) – (j) above, but then such data will be kept in an aggregated and anonymized way.

8. Return and destruction of Personal Data upon termination of Customer Agreement

Upon the termination of the Customer Agreement, the DP will up to 3 months following such termination; (a) permit the DC to export its Personal Data, and (b) at the DP's option, delete or anonymize all Personal Data in accordance with the capabilities of the Service in accordance with GDPR Article 28(3)(g).

Personal Data may be retained longer by Accessy for reasons described in Section 7 (a) – (j) above, but then such data will be kept in an aggregated and anonymized way.

9. Restrictions

Unless otherwise is stated in this DPA or explicitly agreed in writing by the Parties, Processing shall take place exclusively within the European Union or in another contracting state of the agreement of the EEA.

10. Contact details

For Personal Data queries arising from or in connection with this Processing and this DPA, please write to support@accessy.se.

Data Security Standards

This Data Security Standard policy (**Policy**) sets forth Accessy AB's, a Swedish corporation with address Södra Förstadsgatan 2, 211 43 Malmö, Sweden (**Accessy**) technical and organizational security measures for the processing of Customer Data and Personal Data to ensure a level of security appropriate to risks (**Security Standards**). These Security Standards apply to all Personal Data that Accessy receives and process using the Accessy operated services (**Service**) and Accessy's App. This Policy is also part of the legal framework for Accessy's processing of personal data, as further outlined in the [Data Processing Agreement](#). Capitalized terms utilized in this Policy and not defined shall have the meaning set forth in the [Data Processing Agreement](#).

1. Access and access control

Accessy has a Service for Access control; to give the right person the right level and scope of access to the Service and Assets connected to the Service. Accessy has procedures for how access permissions in the Service are granted and removed. Accessy have certificate-based authentication checks and all authentication information is

stored securely.

2. Physical access controls

Accessy takes reasonable measures to prevent physical access and prevent unauthorized persons from gaining access to Service data or ensure third parties operating data centres on its behalf are adhering to such controls.

3. Service access controls

Accessy takes reasonable measures to prevent Service data from being used without authorization. These measures vary based on the nature of the data processing undertaken and may include, among other;

- (a) controls,
- (b) authentication via passwords and/or two-factor authentication, and
- (c) log of access on several levels.

All access is logged and audited for suspicious/anomalous behaviour.

4. Service Data access controls

Accessy takes reasonable measures to provide that;

- (a) Service data is accessible and manageable only by properly authorized staff and authorized Organizations,
- (b) direct database query access is restricted, and application access rights are established and enforced to ensure that persons and Organizations (and its Administrators) entitled to use a data processing system only have access to the Service data to which they have privilege of access, and
- (c) Service data cannot be read, copied, modified, or removed without authorization while processing.

5. Transmission controls

Accessy takes reasonable measures to ensure that it is possible to check and establish to which entities the transfer of Service data by means of data transmission facilities is envisaged so that Service Data cannot be read, copied, modified, or removed without authorization during electronic transmission or transport.

6. Input controls

Accessy use commercial best efforts to provide that it is possible to check and establish whether and by whom Service data has been entered into data processing systems, modified, or removed.

Accessy takes reasonable measures to ensure that;

- (a) the Service data source is under the control of relevant Data Controller, and
- (b) Service data integrated into the Service is managed by secured transmission from Accessy for interactions with Accessy's User Interface (UI) or Application Programming Interface (API).

7. Data backup

Back-ups of the databases in the Service are taken on a regular basis, are secured to ensure that Service data is protected against accidental destruction or loss. Accessy have documented procedures for recovery of data.

8. Logical separation

Service data from different customers and users is logically segregated on systems managed by Accessy to ensure that Service data that is collected by different customers and users is segregated from one another.

9. Physical safety

Equipment, portable data media and the like that are not under the supervision of the Service data tree are locked to be protected against unauthorized use, influence, and theft.

10. Data transferred and stored externally

Accessy is currently using Microsoft Azure' managed services for data processing and data storage (IaaS), in Microsoft Azure's servers in North and West Europe (Ireland and Netherlands). However, Microsoft Azure's processing and storage procedures may include that Service Data and/or Personal Data may be transferred

outside of the EU/EEA within the Accessy's use of the service.

Having our IT infrastructure with Microsoft Azure (as Accessy's third-party service supplier and sub-processor) provides security that is designed and managed in alignment with best security practices and a variety of IT security standards.

Having our service operate on Microsoft Azure ensures that we can work in a manner which is certified under several global compliance programmes which underlines best practices in terms of data centre security.

All data in the Service which is stored and managed in and by Microsoft Azure' managed services for data processing and data storage (IaaS) can only be processed by using the Accessy Service.

All communication and transfer of personal data to and from (to Accessy) Microsoft Azure is encrypted. We use best practices in terms of encryption and security.

For more information about Microsoft Azure managed services for transfer of data outside of the EU and reasons for why Microsoft Azure may share data may be found [here](#) and [here](#):

Accessy is currently using Fortnox's services for billing processing. The Personal Data that may be included in the billing data (on the invoice or in accompanying specifications) is the Customer's name, the Customer's registration number, address and, as applicable, electronic ID for so called EDI invoices, and, as applicable, references to subject of invoice such as property registration number, apartment number, Individuals as reference persons, etc. Fortnox's processing do not include that any Personal Data and customer account data is transferred outside of the EU/EEA. More information about Fortnox's services and privacy policy may be found [here](#).
