



## Terms of service and agreement for the Service Vitaprivata GDPR-certification

### 1 Introduction

#### 1.1 Definitions

**User** refers to a natural person, typically employed with Customer, who by the Customer has been given the right to use the Service for the Customer's own internal operations.

**Vitaprivata AB** refers to the supplier of the Service and Party to this agreement.

Vitaprivata **GDPR-account** refers to the database where all data is registered and stored.

**Account** refers to Vitaprivata GDPR-account.

**Customer** refers to the corporate body or natural person who has entered into an agreement with Vitaprivata AB pursuant to this agreement.

**Licence** refers to the Customer's right of use for the Service.

**Certification** refers to the Customer's right to become certified by Vitaprivata and to use its emblem on its own homepage, to get a GDPR-certificate in PDF format for the current year.

**Party** refers to a party to this agreement – i.e. you as a Customer or Vitaprivata AB.

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**Price list** refers to the prices applicable at any one time which are presented on vitaprivata.org.

**Cooperation partner** refers to a retailer who has an agreement for selling the service.

**Service** refers to the cloud service GDPR-certification in the Swedish language version.

**Third party** refers to a corporate body or natural person other than a Party to this agreement. Companies within the same group (parent company, subsidiary, sister company) as Party are also Third party.

#### 1.2 Purpose and general remarks

This user agreement (hereinafter *agreement*) between you as a Customer and us at Vitaprivata AB mainly stipulates the rules for:

- The use of the Service (hereinafter *license agreement*)
- Access to service and support which is provided for the Service (hereinafter the service agreement)
- Fees, prices and payment terms
- Data processing and integrity for the Customer
- Responsibility and confidentiality
- The purpose of this agreement is that you as a Customer buy a subscription for the Service. The Service is a cloud service aimed at facilitating compliance with EU's Data Protection Regulation (2016/679) for natural persons by being administrative support. The service shall not be used as a tool for processing personal data.
- Provisions about conclusion of the agreement and termination are set down in point 4. The period of agreement begins on the day when a new Account is created for the Customer through vitaprivata.org or through Cooperation partners.



The agreement applies in its entirety regardless of whether the Service has been provided at no cost or against payment. If you have gained access to the Service through a demo account, point 11 below also applies.

The agreement applies in its entirety regardless of whether the Service has been provided through autographic registration on vitaprivata.org or through Cooperation partners.

If you as a Customer do not consent to the agreement, you must log off immediately and stop using the Service. Do not hesitate to contact one of Vitaprivata AB's contact persons to discuss alternative terms, via [support@vitaprivata.org](mailto:support@vitaprivata.org)

### **1.3 Amending the agreement**

Vitaprivata AB reserves the right to update this agreement to reflect:

1. Changes in legislation or usage, or
2. Improvements or additions to the Service.

We from Vitaprivata AB will let you know, by means of a message to the email address you registered your Account with, as well as through an information box in the Service, no later than seven (7) days before the updated agreement becomes effective. If you as a Customer do not want to approve an updated agreement you should cancel your agreement, in this case the fee will be refunded pursuant to point 4.1. fourth section, below. By continuing to use the Service after an update of the agreement, you agree to you as a Customer being bound by the agreement.

## **2 License agreement**

### **2.1 Right of use**

The Customer is granted a personal, non-exclusive, limited, non-transferable, revocable right of use to the Service.

Personal right of use refers to the Customer's right to use the Service for the Customer's own internal operations. This means that the Customer must not transfer, rent out, lend out or in any other way dispose of the Service to a Third party.

### **2.2 Intellectual property rights**

All copyright to the Service or the Service's software is held by Vitaprivata AB or Cooperation partners and suppliers. Copyright refers to, but not exclusively, computer programs, software, source code, object code and algorithms.

Through the agreement, no intellectual property rights are transferred to the Customer or to Third parties. You as a Customer must not:

1. Copy the software, in full or in part,
2. Modify software, in full or in part,
3. Take any measures to access the software's source code. Examples of such measures are so-called reverse engineering, deconstruction and decompilation.

The prohibition in the second section above applies with exception of what is permitted pursuant to 2 chap. 26 g § second to fourth section and 26 h § Copyright Act (1960:729).

### **2.3 System requirements and product specification**

Vitaprivata AB is permitted to change system requirements and product specifications for future versions of the software.

The Service is adapted for use in the operating systems in Microsoft's Windows-series and Apple's OS X-series. Future compatibility with operating systems no longer maintained by the operating system supplier is not guaranteed.

Recommended browsers are Chrome and Firefox.

### **2.4 Transfer of licence and intellectual property rights**



The Customer must not transfer or make available the Service to Third parties. Examples of such actions include selling, loaning out, transferring or in any other way distributing the Service.

What is set down in the first section above also applies if you as a Customer has become acquired by another company (company merger), if you as a Customer has been split up into two or more companies (company demerger) or if you as a Customer has been declared bankrupt or ordered to undergo company reconstruction.

Provisions about the transfer of other rights and obligations pursuant to this agreement are stipulated in point 4.4 below.

## 2.5 The service's document database and the news service

To make it easier for you as a Customer, we at Vitaprivata also provide:

1. A news database. The news database is continuously updated with updates of relevant legislation, publication of relevant regulatory practices and public pressure as well as the government's public enquiries (SOU)
2. A document database. The document database contains:
  - a) Information prepared by Vitaprivata AB.
  - b) Information which is publicly available and prepared by third parties which is inspected for quality by Vitaprivata AB.

All information published in the news and document database shall not be considered by the Customer as legal advice but only as guiding information.

## 2.6 GDPR-certification

**Certification** refers to the Customer's right to become certified by Vitaprivata and to use its emblem on its own homepage, to get a GDPR-certificate in PDF format for the current year. Becoming GDPR-certified by Vitaprivata and the methodology available for stocktaking/documenting/implementing involves solemnly affirming that you have carried out the following for your operations:

- Training of the board and management is completed
- Stocktaking of the organisation's personal data is completed
- Documentation of how the organisation manages its personal data, where it comes from and who it is submitted to is clarified
- Procedures for screening the information are established
- Security procedures about how to manage personal data have been created
- Certificates from systems and operations providers are in place
- Documented procedures required for the operation are recorded
- Policy documents required for the operation are drafted
- Consent documents required for the operation are prepared
- GDPR-certification is implemented in the organisation

If this has not been carried out, Vitaprivata disclaims all responsibility and if the emblem or certificate is used, the GDPR-account will be cancelled with immediate effect pursuant to point 4.3.

## 3 Service agreement

### 3.1 The Customer's rights

The service agreement gives you as a Customer:

1. The right to use the Service without restriction in functionality, except for scheduled maintenance work.
2. Technical support pursuant to point 3.3 below.
3. Automatic backup of the input you as a Customer has made in the Service.
4. Regular updates of the Service. The updates include, but not exclusively:
  - a) Updates of the service, and are made available to the Customer



automatically, after scheduled updates in connection with maintenance work. This means that during the period of agreement Vitaprivata AB, without additional cost to the Customer, provides corrections and all new official versions of the service.

- b) Updates of decision basis in connection with new usage custom. This means that during the period of agreement Vitaprivata AB, without additional cost to the Customer, provides corrections and all new official versions of the service.

### 3.2 The Customer's obligations

In order to allow Vitaprivata AB to provide service and support pursuant to this service agreement, the Customer shall:

1. Provide Vitaprivata AB with up-to-date and correct company, association and contact details.  
Company/association details refer to corporate identity number, or in case of sole proprietorship personal identification number, the company's/association's name and postal address.  
Contact details refer to the name of a specifically appointed contact person at the Customer's for communication with Vitaprivata AB, the contact person's telephone number, email address and any other contact details.
2. To follow the usage instructions which can be found in the Service's documentation and other directions issued by Vitaprivata AB.  
The usage instructions are updated and revised continuously based on updates in the Service. You as a customer shall be aware of this and are obligated to read through any updates and revisions.
3. To ensure that all computers which have access to the Service have sufficient protection against computer viruses and other malicious software.  
The provisions in the first section above, are particularly important in order to prevent that Third parties gain unauthorised access to personal details and other sensitive information which are administered through the Service.
4. Without delay read any updates in the terms of service.

### 3.3 Technical support for the Customer

Vitaprivata AB shall provide technical support for the Service by, based on the requirements in each individual case, provide technical support by email or by telephone.

Technical support does not refer to legal advice, interpretation of texts of law or contributing to restoring computer files. Vitaprivata AB shall contribute to restoring computer files from the latest backup with reasonable effort and in return for the applicable hourly compensation.

### 3.4 Correcting product defects in the Service

You as a customer are obligated to without delay file a report with Vitaprivata AB about any product defects detected to [support@vitaprivata.org](mailto:support@vitaprivata.org) Vitaprivata AB shall without delay rectify any product defects which seriously affect the functionality of the Service for you as a Customer. Vitaprivata AB reserves the right to decide when and how a product defect is to be rectified as well as when and how rectification is to be carried out, as Vitaprivata AB is the Party with the overview of the consequences of any changes in the underlying software. Vitaprivata AB shall rectify product defects which, not in a serious way, affect the functionality in the Service for you as a Customer, but no earlier than when the next official version of the system is released. Vitaprivata AB reserves the right to decide when and how a product defect is to be rectified as well as when and how rectification is to be carried out, as Vitaprivata AB is the one with the overview of the consequences of any changes in the



underlying system. You as a Customer must not on your own accord or through a Third party rectify product defects in the Service.

### **3.5 Limitations to Vitaprivata AB's obligations**

Vitaprivata AB's obligations pursuant to this agreement do not include:

1. Providing instructions or training the Customer with regard to necessary information which can be found in the Service's document database, link collection or help texts.
2. Making customer specific adjustments to the Service.
3. Rectifying faults caused by a Third party's software which has been linked to the Service without the approval by a representative of Vitaprivata AB or which has been made according to an effective, separate, agreement for adjustment of the Service between Vitaprivata AB and you as a Customer.
4. What is set down in point 3.5 line three first section above, also applies to other errors caused by software which has fetched or supplied data to the Service's database in a way not approved by Vitaprivata AB.
5. What is prescribed in point 3.5 line three first section above, also applies to errors caused by reasons beyond the control of Vitaprivata AB, such as power outages, errors in operating systems, defects in hardware, errors in device drivers, errors caused by viruses, etc.
6. Rectifying errors caused by the customer having taken measures in referral to 2 chap. 26 g § second to fourth section and 2 chap. 26 h § Copyright Act (1960:729).
7. To pay for costs incurred through service carried out by Third parties unless this has been expressly agreed in advance between the Customer and Vitaprivata AB.

## **4 Conclusion and termination of the agreement**

### **4.1 Period of agreement and payment**

The period of agreement is three (3) months and starts on the day a Licence is ordered and an account created at vitaprivata.org or through a Cooperation partner. By completing the order, you as a Customer confirm that you have read through the agreement and accept it in this entirety with payment terms of 10 days net.

By accepting the agreement, you as a Customer enters into a binding legal agreement with Vita Privata AB, Corporate ID number: 559141-8834, Postal address: Box 14001, 400 20 Göteborg. Contact by telephone: +46 708 500 555 and contact by email: [info@vitaprivata.org](mailto:info@vitaprivata.org).

The period of agreement is until further notice and you as a Customer will be charged quarterly in advance for the subscription fee, or according to a separate agreement with Vitaprivata AB or cooperation partners. The subscription will be automatically renewed by three (3) months at a time, unless the Customer has informed Vitaprivata AB in writing that the Customer intends to unsubscribe to the Service. Notice of termination shall be made no later than 90 days before the subscription is due for renewal, otherwise a new period of agreement of three (3) months will be started and the Customer charged a new subscription fee according to the current Price list. If the Customer cancels the agreement, the right to use the service will expire and the initial start-up fee will be used up.

Invoicing for the Service is done by Vitaprivata AB or its cooperation partners.

### **4.2 Termination of the agreement in special cases**

Vitaprivata AB may cancel this agreement with immediate effect if the Customer:

1. Is in delay of payment for the subscription fee to Vitaprivata AB,
2. Is insolvent, has been declared bankrupt or ordered to undergo company reconstruction, or
3. Cannot meet other payment obligations as pursuant to this agreement.



Vitaprivata AB may terminate the agreement with immediate effect if the Service is no longer permitted according to legislation or administrative decision.

The subscription fee paid in advance will not be refunded if Vitaprivata AB terminates the agreement in accordance with 4.3, first section, above.

#### **4.3 Termination as a result of breach of agreement**

1. Vitaprivata AB may cancel this agreement with immediate effect if:
2. The Customer has taken any action in breach of the licence agreement point 2.3, or
3. The Customer has transferred the Service to a Third party in breach of point 4.4 first section.
4. The Customer, because of insufficient safety measures pursuant to point 3.2 line 3 above has caused
5. damage to the Service
6. The Customer has not implemented the points set out in 2.6 but still uses the
7. vitaprivata.org emblem for GDPR-certification.

Termination of the agreements pursuant to point 4.4, first section above, does not constitute an impediment against Vitaprivata AB's right to claim compensation in accordance with the Copyright Act (1960:729) or the provisions for damages in any other legislation.

#### **4.4 Transfer**

The Customer must not transfer rights or obligations pursuant to this agreement to any Third party without the written consent by Vitaprivata AB. The same applies if the customer becomes merged or has been declared bankrupt.

Vitaprivata AB must not transfer its rights or obligations pursuant to this agreement to any other company within the same group.

### **5 Prices and payment terms**

#### **5.1 Subscription fee**

The fee for subscribing to the Service is charged according to the price list effective at any one time. Vitaprivata AB reserves the right to change the price for a subscription for the coming invoicing period without notifying you as a Customer of this. Normally, the price is adjusted annually.

#### **5.2 VAT, other fees and interest on overdue payment**

VAT is added to all fees and prices listed above.

#### **5.3 Right to withdraw**

No right to withdraw exists but to we refer to the cancellation terms. In case of any complaints, the reason for the complaint shall be clearly stated and sent to [compliance@vitaprivata.org](mailto:compliance@vitaprivata.org) without delay.

### **6 Data processing and integrity**

#### **6.1 Personal data**

Vitaprivata AB processes personal data using information technology in separate directories. The personal data which is processed is that which the Customer provides when the customer orders Services, requests support, registers Users via the service and/or when the Customer activates Licences, and if applicable during other kinds of contact. Processing is



made primarily for administrative purposes meaning that Vitaprivata AB can perform agreements entered into.

You have the right to at no cost, following written application signed in your own hand, receive information about which personal data referring to you is processed and where the information has been collected from. Should the request be unfounded or unreasonable, Vitaprivata AB reserves the right to either charge an administrative fee for providing the information requested or refuse to supply the information.

Your written request shall be sent to Vita Privata AB, Box 14001, 400 20 Göteborg. If you consider personal data about you as being incorrect, we kindly ask you to contact Vitaprivata AB so that correction can be made. In connection with correction being requested, Vitaprivata AB reserves the right to ask security questions to ascertain the Customer's identity.

In case Vitaprivata AB processes personal data for which the Customer is controller of personal data, such as the Customer's and employees and customers, Vitaprivata AB acts as personal data processor for the Customer. The terms for this are stipulated in a separate personal data processor agreement for the Service, which is attached to the registration confirmation.

## **6.2 Collection of information**

Vitaprivata AB may collect anonymised information in the Service using automated data collection tools. Vitaprivata AB collects and uses such information for the purpose of ensuring, maintaining and improving the Service and for various kinds of statistical and analysing purposes.

## **6.3 The users' data**

The user holds all the rights to the User's data. Vitaprivata AB has, however, the right to use the Customer's data for statistical purposes (where data is presented anonymously and not specific to the User) and for improving and developing the Service. The Customer's data refers to all information which the Customer and User are storing or generating in the Service.

If the agreement is terminated, the Customer's data will be stored for thirty (30) days after the last day of the agreement's validity period, after which Vitaprivata AB has the right to delete the Customer's remaining material from Vitaprivata AB's servers. On request by the Customer, all data shall be deleted immediately after the agreement has been terminated. If the Customer's data consists of, among other things, personal data, the Customer shall independently clear out all personal data stored no later than on the same day as the agreement ends.

If as a result of current legislation or other administrative decisions, there should be an impediment to Vitaprivata AB deleting the Customer's data, 6.3 second section does not apply.

## **6.4 Data security**

To access the Service, login is required with username and password. The customer shall ensure that the login details for the Service are stored securely.

The login process is fully encrypted, which means that no information is sent in non-encrypted form.

## **7 Limitations to Vitaprivata AB's responsibilities**

Vitaprivata AB disclaims all responsibility for damage incurred, except for any damage caused through gross negligence, which can result from Vitaprivata AB's commitments pursuant to this agreement. The liability to indemnify is limited to direct damages and Vitaprivata AB shall not be responsible for loss of profit or other indirect damages.



## **8 Confidentiality**

None of the Parties must disclose information which is protected pursuant to the Act on the Protection of Trade Secrets (1990:409) to any extent other than what is required due to changes in law, administrative decisions, in order to be able to carry out service pursuant to the agreement or if the other Party has approved the procedure.

The Customer undertakes to inform and through non-disclosure agreements or other suitable measures ensure that the Customer's personnel, consultants and subcontractors observe confidentiality in accordance with this provision.

## **9 Force majeure**

Either Party's obligations apply with reservation for incidents beyond the party's control, such as war, acts of terrorism, labour disputes, sabotage, fire, water damage, break-in, government intervention or similar which makes it more difficult or impossible for a Party to carry out service or take action.

## **10 Choice of law and dispute resolution forum**

In case of a dispute, we from Vitaprivata AB are keen to arrive at a mutually acceptable solution before initiating formal legal proceedings. You as a Customer thus undertakes to first attempt to resolve the dispute informally by contacting [orgsupport@vitaprivata..](mailto:orgsupport@vitaprivata..) We will attempt to resolve the dispute informally by contacting you. If a dispute has not been resolved after fifteen (15) business days after you have contacted us, you as a Customer or Vitaprivata AB have the right to initiate legal proceedings. All communication between the parties shall be in Swedish.

Legal proceedings in case of dispute shall be resolved by a general court, with Gothenburg district court as the first instance.

The parties' rights and obligations shall be subject to Swedish law in their entirety.

## **11 Reference**

In connection with an agreement being concluded, pursuant to 4.1, first section above, the Customer grants Vitaprivata AB the right to use the Customer's company logo and company name as reference in its marketing. If the agreement is terminated, the provision in 6.3 second section applies.





## **Appendix Personal data processor agreement**

### **Agreement between controller of personal data and personal data processor**

#### **1. Parties**

1.1. Controller of personal data (PuA): User according to the terms of service and customer agreement vitaprivata.org

1.2. Personal data processor (PuB): Vita Privata AB, Corp. ID No. 559141-8834, Box 14001, SE 400 20 Gothenburg.

#### **2. Definitions**

2.1. This agreement has definitions corresponding to those found in 3 § Personal Data Act (SFS 1998:204) PUL, which means among other things that:

a) controller of personal data refers to those who by themselves or together with others decide the purposes and means for the processing of personal data.

b) personal data processor refers to the one who processes personal data on behalf of the controller of personal data.

c) processing refers to every action or series of action which is taken in matters of personal data, whether this takes place automatically or not.

d) personal data refers to all types of information which directly or indirectly can be attributed to a natural person who is alive.

#### **3. Contents and purpose**

3.1. This agreement aims to meet the requirements of the Personal Data Act pursuant to 30 § second

section with regard to that there shall be a written agreement about the personal data processor's

processing of personal data on behalf of the controller of personal data.

3.2. Between PuA and PuB there is an agreement ("Terms of service - Customer agreement") with regard to services which PuB is to provide to PuA. The Terms of service - Customer agreement set out the personal data processor's processing of personal data on behalf of PuA and what PuB is responsible for performing.

#### **4. Processing of personal data**

4.1. PuB only has the right to process personal data provided by PuA in accordance with PuA's instructions and Terms of service - Customer agreement.

4.2. Operation of the system is carried out at the subprocessor's, Oderland Webbhotell AB, Corp. ID No. 556680-8746, whom we have inspected that they comply with GDPR.

4.3. Storage of data is carried out by the subprocessor, Oderland Webbhotell AB, Corp. ID No. 556680-8746, whom we have inspected that they comply with GDPR.

#### **5. Security**

5.1. It falls on PuB to take technical and organisational measures for protecting the personal data which are processed up to a level which is suitable with regard to how sensitive the personal data is; the special risks that exist; existing technical possibilities as well as the costs of carrying out the measures. The personal data shall be protected against all kinds of unauthorised processing such as alteration, destruction or unauthorised access and sharing. PuB shall be prepared to follow the Swedish Data Protection Authority's decisions about measures to meet PuL's requirements on security.

PuB must not disclose personal data or other information about the processing of personal data without written instruction from PuA.



5.2. PuA has the right to check that PuB is taking the security measures stated above. In doing so, PuB shall render reasonable assistance for such inspection.

5.3. PuB and its personnel shall observe confidentiality when processing personal data for which PuA is the controller of personal data, which means that information about natural persons or corporate bodies must not be disclosed.

## **6. Responsibility**

6.1. PuB shall compensate PuA if PuA is caused damage which can be attributed to PuB's processing of personal data in breach of instructions from PuA or the Terms of service - Customer agreement.

6.2. Either party's liability pursuant to this agreement is limited in extent and amount by the limitation on liability which follows from the Terms of service - Customer agreement.

## **7. Duration of agreement**

7.1. This personal data processor agreement shall apply as long as the Terms of service - Customer agreement are in effect between the parties and thus ends when the Terms of service - Customer agreement ends, unless the parties have agreed otherwise.

## **8. End of processing of personal data.**

8.1. When PuB's processing of personal data on behalf of PuA ends, all data shall be returned to PuA or destroyed.

## **9. Disputes**

9.1. Any disputes with regard to the interpretation or application of this Personal data processor agreement shall be settled pursuant to the Terms of service - Customer agreement's provisions about disputes.

9.2. Swedish law applies to this agreement.

*This agreement is attached to the customer after assurance to have read the terms of service, customer agreement and above agreement between the controller of personal data and personal data processor.*

- Approved by the board at Vita Privata AB 20180409