

GENERAL

- 1.1. The Supplier provides the Service which is available via the web and mobile applications. The Supplier has signed an agreement with the Customer regarding the Customer's right to offer the Service to the Users. These Terms of Use are intended to govern the terms and conditions of the User's use of the Service.
- 1.2. By creating an account in the Service, the User agrees to be bound by and to comply with the Terms of Use.
- 1.3. The Supplier has the right to make amendments or additions to the Terms of Use. Unless otherwise stated, such amendments shall apply with immediate effect. Continued use of the Service after amendments have been made constitutes acceptance of the amended Terms of Use.

2. DEFINITIONS

- 2.1. The "**Subscription Agreement**" refers to the agreement entered into by the Customer and the Supplier regarding rights and obligations regarding the Service.
- 2.2. The "**User**" means the natural person who, through their employment, consultancy agreement, or similar relationship with the Customer, has received an invitation to a User Account and thereby gained access to the Service.
- 2.3. The "**User's Data**" refers to all the information that the User stores or generates in the Services, for example, receipts, images, per diem allowances, and mileage logs that the User has published, provided, uploaded, or approved for storage and/or publication within the User's space in the Service.
- 2.4. "**User Account**" refers to the User's account linked to the Customer's Subscription Agreement.
- 2.5. The "**Terms of Use**" refers to these terms for the User's use of the Service.
- 2.6. The "**Supplier's Privacy Policy**" refers to the Supplier's prevailing policy regarding the processing of Personal Data.
- 2.7. The "**Customer**" refers to the legal entity that has entered into an agreement regarding the use of the Service provided by the Supplier and thus has liability for the Service and is the legal holder of the email address that the User uses when registering and to which the User is linked by an employment agreement, consultancy agreement, or similar relationship. The Customer shall not be an Internet Service Provider (ISP) or similar provider, even though such a provider may hold the rights to the email address used by the User.
- 2.8. "**Applicable Data Protection Legislation**" refers to the General Data Protection Regulation (GDPR), (EU) 2016/679 and replacement acts, applicable Swedish law regarding data protection, and associated rules and regulations issued by a regulatory authority.
- 2.9. The "**Supplier**" refers to the company that, in accordance with the Subscription Agreement, provides the Service to the User in accordance with these Terms of Use.
- 2.10. "**Registration Information**" refers to the information regarding name and other details the Service requests of the User when registering or at a later date.
- 2.11. The "**Service**" refers to the web- and application-based service provided by the Supplier for the management of business and travel expenses.
- 2.12. "**Personal Data**" refers to any information that relates to an identified or identifiable natural person, whereby an identifiable natural person is a person who can be directly or indirectly identified specifically by reference to an identifier such as a name,

identification number, location information, or online identifier, or one or more factors specific to the natural person's physical, physiological, genetic, psychological, economic, cultural, or social identity.

3. USER ACCOUNT

- 3.1. The User gains access to the Service by receiving via email an invitation to the Service. Using the invitation, the User creates a User Account to use with the Service. The User undertakes to provide the correct information regarding their name and other details as requested at registration or at a later date.

4. USE OF THE SERVICE

- 4.1. The User is responsible for their use of the Service and for the results that arise from using the Service.
- 4.2. The User is responsible for the accuracy of the information and details provided by the User, both when registering and using the Service. Should any information require updating to be current, the User undertakes to update such information in the Service.
- 4.3. The User is responsible for ensuring that their username, password, and other login information are not accessed without authorization. Should the User become aware or suspect that such information has been accessed without authorization, the User shall immediately contact the Supplier.
- 4.4. Should the User consider that any content in the Service violates the Terms of Use, the User shall immediately report it to the Supplier.
- 4.5. In the event that the User accepts these Terms of Use and creates a User Account with an email address belonging to the Customer, such User Account may at any time be subject to additional terms that result from the prevailing Subscription Agreement and Terms of Use.
- 4.6. The User is aware of and accepts that the Supplier may take measures that may change the Service as provided to the User or impose access restrictions on the User's access to the Service. Examples of such measures include administrative measures taken by the Customer, instructions issued by the Customer to the Supplier, measures that may occur in the event of a reorganization, or the termination of an employment or consultancy relationship or similar relationship with the User.
- 4.7. Should the User's use of the Service result in claims from third parties against the Supplier or cause the Supplier other damage, the User and the Customer are jointly and severally liable for indemnifying the Supplier in relation to such claims for compensation and other damage.

5. PERSONAL DATA

- 5.1. In order for the User to use the Services, the User must provide certain Registration Information. When this Registration Information constitutes personal data ("**Personal Data**"), the Customer is the personal data controller for such Personal Data. The User is aware that the Supplier is the Customer's personal data assistant with regard to the Personal Data in the Service.
- 5.2. Personal Data are processed in order to be able to administer the Service, manage expenses in relation to the User, and preserve accounting records. The legal basis for processing the Personal Data is their requirement in order that the Customer may fulfill the agreement regarding the employment or consultancy assignment with the User and also that there exists a legal obligation for the processing. Personal Data may also be processed in order to promote products similar to the Service provided by the Supplier.

In the event of this type of processing of Personal Data, the Customer and the Supplier have a legitimate interest in the personal data processing which outweighs the risks of violating the User's privacy. This is because the Personal Data is not of a sensitive nature and the User can oppose the marketing measures at any time.

- 5.3. The Personal Data will be shared with the Supplier and the Supplier's software partners working with the Service.
- 5.4. The Customer does not intend to onwardly transmit Personal Data relating to the Service to third countries; as a general rule, the processing will take place within the EU/EEA.
- 5.5. Personal Data will be processed for as long as there is a purpose for the processing and a legal basis for the processing. This will be determined primarily on the basis of the User's period of employment and required record archiving as prescribed by the Swedish Book-keeping Act (1999:1078).
- 5.6. The User may contact the Customer to request access to their Personal Data and to request the correction of Personal Data in the event that they are incorrect. The User may also request that processing be limited or object to the processing of their Personal Data. The User also has the right to have their Personal Data deleted in the case:
 - a) The Personal Data are no longer necessary for the purposes for which they were collected;
 - b) Processing the Personal Data is illegal;
 - c) The Personal Data must be deleted in order to fulfill a legal obligation to which the Customer is subject.
- 5.7. In the event the User wishes to make a complaint regarding the processing of Personal Data, the User can contact the Customer using the contact channels provided by the Customer. The User can also contact the relevant Data Protection Authority with complaints regarding the Customer's processing of Personal Data using the contact details to the relevant Data Protection Authority provided by the Customer.
- 5.8. The Customer's processing of Personal Data is a necessary condition for the Customer to be able to fulfill the Customer's contractual obligations towards the User regarding expense management.

6. COOKIES

- 6.1. The Service uses session cookies and permanent cookies for the purpose of gathering visitor statistics and facilitating for the User when logging in to the Service. A cookie is a small text file stored on the User's computer. Generally, cookies are used to improve the website for the User, for example, to customize a website in accordance with the User's wishes and choices. A permanent cookie is stored on the User's computer for a specified period of time. A session cookie is temporarily stored in the computer's memory while a visitor visits a website. Session cookies disappear when the User closes their browser.
- 6.2. In the event the User does not accept the use of cookies, the User can change the settings in the User's browser so that cookies are not accepted. In the event Users do not accept cookies, the Service's functionality may be affected.

7. LINKS TO OTHER WEBSITES

- 7.1. The Service may contain links to other websites or information services belonging to third parties. The Supplier is not responsible for information content or information reliability regarding the information on websites or information services of third parties.

8. RIGHTS

- 8.1. The Supplier's licensor owns all rights, including intellectual property rights, to the Service, as well as the software and technical solutions contained therein. The Supplier has the right to further license the right to use the Service to the User.
- 8.2. The Supplier grants the User a non-perpetual, non-transferable, and non-exclusive right to use the Service in the manner set out in the Terms of Use.
- 8.3. The User may not use the Service's content to a greater extent than that which follows from the features of the Service or as expressly stated in the Terms of Use. In no circumstances does the provision or use of the Service mean that copyright or other intellectual property rights are transferred to the User. The User may not, beyond that which has been granted in writing by the Supplier, use, copy, modify, or otherwise handle material belonging to the Service, nor transfer or assign the right to such material to another.
- 8.4. The User's Data shall remain the property of the User and/or the legal owners of User's Data.
- 8.5. The User grants to the Supplier a right to store and use the User's Data. All such storage and use may only take place in the manner described in these Terms of Use.

9. THE USER'S DATA

- 9.1. The User holds all rights to the User's Data. However, the Supplier has the right to use the User's Data for statistical purposes and to improve and develop the Service.
- 9.2. At termination, the User is responsible for removing from the Service all of the User's Data, as may be needed by the User in the future. The Supplier stores the User's Data for a maximum of thirty (30) days after the User has deleted their account, after which the Supplier has the right to delete the User's remaining material from the Supplier's servers.
- 9.3. The Supplier's responsibility for the User's Data is limited to that which is stated in section 9 above.

10. CONFIDENTIALITY

- 10.1. The Supplier undertakes not to disclose to any third party or in any other way make available information that the Supplier has received from the User within the framework of the Service. "Third Party" in this section shall not mean Users who have access to the Service through the same Subscription Agreement as the User unless such Users' authorization and access to the Service are specifically restricted by the User or Customer administrator of the Service.

11. DURATION OF SERVICE USE

- 11.1. The Terms of Use enter into force through the User's acceptance of the Terms of Use in connection with the registration of the Service and shall remain binding until the Customer's Subscription Agreement or the User Account has been terminated.
- 11.2. Upon termination of the Subscription Agreement or these Terms of Use, the Supplier shall not be responsible for content that has been created within the framework of the current Subscription Agreement. Accordingly, the User must ensure that they have the necessary backups, etc. of content the User wishes to keep upon termination of the Service.

12. CHANGE OF SERVICE AND TERMINATION

12.1. The Supplier continuously develops the Service. The Supplier may add or remove features in the Service, add or create restrictions regarding the Service, and discontinue the provision of the Service.

13. TRANSFERS, ETC.

13.1. The User may not grant, assign, or otherwise transfer any of their rights or obligations under these Terms of Use.