

# QBNK General Terms and Conditions (GTC)

Version Nov. 18, 2021

## 1 Definitions

Unless the context otherwise requires, the following terms have the following meanings.

**Addendum(s):** Any terms and conditions added to these GTCs from time to time under the heading "Addendum".

**Agreement:** These GTCs, the Order Form, and any referenced appendices or Addendums together.

**Customer:** The customer identified on the Order Form.

**Customer Data:** Pictures, videos, documents, codes, sounds, logos, and/or all other types of files, data and information that Customer enters into or uploads to the Product (or which QBNK uploads on Customer's behalf) as part of Customer's Permitted Use of the Product. This does not include any software, solution code, configurations, settings, or other IPRs developed by QBNK or QBNK's third-party providers.

**DPA:** Data Processing Addendum or Data Processing Agreement that is an agreement or appendix signed or referred to by Parties in regards to handling of personal data under the Agreement.

**Error:** A detrimental deviation between actual Product delivery and the agreed Product Specification, subject to the exclusions set out in section 6.2.1.

**End User:** Those registered users (employees of Customer) identified by Customer to access the Product.

**GTCs:** These General Terms and Conditions.

**Initial Period:** The period defined in the Order Form and which, subject to any early termination rights, constitutes the first fixed Agreement period, starting from the Service Availability Date (as defined in the Order Form).

**IPR(s):** All patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, rights to data, database rights, semi-conductor topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Notice Period:** The period that may be defined in the Order Form and which in such case constitutes the minimum number of months a Party must notify the other Party in written in order to terminate the Agreement before the subsequent Renewal Period.

**Order Form:** The form containing Customer's order for the Product and which is signed by both Parties, or by Customer and an authorized reseller of QBNK.

**Parties:** Collectively refers to both parties.

**Party:** Either of the two organizations that have signed the Order Form.

**Permitted Use:** The right for End Users to access, view and make use of the Product and/or any derivatives thereof, for the Customer's own internal business use in accordance with the terms and conditions set forth in the Agreement or as otherwise notified by the QBANK.

**Product:** The web service provided by QBANK to End Users via the internet. The scope of functionality, services and other aspects of the Product is described in the Product Specification which can be found on QBANK's website at the URL defined in the Order Form, and may change from time to time by and at QBANK's sole discretion. Customer's right to use the Product is limited to the agreed Product Package and the functionality included in the Product Package is described in the Product Specification.

**Product Package:** The agreed number of End Users, Storage, integrations, APIs, connectors, parameters, functionality and modules of the Product defined in the Order Form.

**Product Specification:** An appendix to the Order Form and an integral part of the Agreement, that describes the agreed Product functionality to be delivered pursuant to the Agreement.

**Term:** Has the meaning set out in clause 13.

**Third-Party IPRs:** IPRs licensed and included in the Product Package, not owned by QBANK but licensed from a third party.

**Renewal Period:** A new and fixed period of time during which the Agreement is extended and applies with the same terms as the previous period.

**Service Availability Date:** The date from which QBANK has set up the standard Product, provided Customer with login credentials, and it is possible for Customer to login to the standard Product or any part(s) thereof.

**Storage:** The total amount of disk space required to store and manage Customer's Customer Data in the Product or other services provided by QBANK.

**QBANK:** QBANK Company AB, organizational number: 556653-3070, a Party defined in the Order Form.

## 2 Basis of Agreement

- 2.1 Customer and QBANK have signed an Order Form and these GTC is an appendix to such Order Form. These GTC and any referenced additional appendices and/or Addendums (if any) form an integral part of the Agreement between the Parties in the Order Form.
- 2.2 Where the Order Form contains provisions in contradiction with these GTCs, Addendums, and/or appendices the provisions in the Order Form shall prevail. Thereafter, unless otherwise stated, these GTCs with any Addendums shall have precedence, and thereafter any appendices shall have precedence in the order they are numbered.

## 3 License

- 3.1 The Customer is granted a license to access, view, and use the Product in accordance with the Permitted Use and the Scope of Supply defined in clause 4, for the term identified in the Order Form. This license is temporary, non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable, and limited, and does not grant Customer access to QBANK products or services other than expressly outlined in the Agreement.
- 3.2 Customer agrees that it will:
  - 3.2.1 Only use the Product for the purpose set out in clause 3.1;

**3.2.2** Except as may be expressly set out in this Agreement or otherwise notified by the QBANK, not sell, transfer, sub-license, distribute (internally or externally), make available via internet, intranet, email or reports, commercially exploit or otherwise make available to, or use for the benefit of, any third party any of the Product;

**3.2.3** Not copy, adapt, alter, modify, reverse engineer, de-compile or otherwise interfere with the Product with other materials to create a modified service without the prior written consent of QBANK, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties, save for internal business use, or as otherwise permitted by this Agreement;

**3.2.4** Not modify or remove any copyright notices or other notices indicating the proprietary ownership of any IPRs in the Product, or any limitations of liability, exclusions or disclaimers made by any licensor of Third Party IPRs;

**3.2.5** Not permit the use, access, view, or in other ways exploitation the Product by any unauthorized users or third parties;

**3.2.6** Not use the Product to develop any other service, data, or computer software of whatsoever nature;

**3.2.7** Ensure that Customer and its End Users comply with any terms of use and/or acceptable use policies appearing on the QBANK's website. Customer shall also inform its End Users about the terms in this clause;

**3.2.8** Ensure that End Users or others, whether staff within or outside Customer's organization, do not transfer or share access or login information to the Product with anyone who does not have access to the corresponding subscription. Customer shall also ensure that each End User has a personal user ID (which is assigned from QBANK at Customer's request and according to the scope specified in the Order Form) and that such user ID is not distributed from one person to another;

**3.2.9** Not use the Product in any way that causes, or may cause, damage to the Product or impairment of the availability or accessibility of the Product, or any of the services on, or areas of, the Product;

**3.2.10** Not use the Product in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any purpose or activity that is unlawful, illegal, fraudulent or harmful; and

**3.2.11** Not upload or have another party to upload any Customer Data that (a) is unlawful, illegal, fraudulent, abusive, harassing or harmful, or (b) is in connection with any purpose or activity that is unlawful, illegal, fraudulent, abusive, harassing or harmful, (c) is infringing on any third party IPRs or in violation of any legal rights of a third party, or (d) includes any personal data unless parties have entered into a DPA.

**3.3** Customer warrants to QBANK that the Customer Data, and its use by QBANK in the Product in accordance with the terms of the Agreement, will not (a) breach any laws, statutes, regulations or legally-binding codes (b) infringe any third person's IPRs or other legal rights, (c) include any Personal Data unless parties have entered into a DPA or (d) give rise to any cause of action against the QBANK or Customer or any third party.

**3.4** Customer's failure to comply with the terms set out in clause 3 shall constitute a material breach.

**3.5** The license granted under clause 3.1 will automatically expire on termination of this Agreement for any reason.

## 4 Scope of Supply

- 4.1** QBNK shall provide Customer with access to the Product as well as a right to use it in accordance with the Permitted Use, from the Service Availability Date and during the Term of the Agreement. Such Permitted Use is:
- 4.1.1** subject to the terms of license as defined in clause 3;
  - 4.1.2** limited to the Product Package parameters defined in the Order Form, included, but not limited to, the number of registered End Users and Storage. ;
  - 4.1.3** limited to a maximum bandwidth capacity of 100 Mbit/second for uploading and downloading of Customer Data; and
  - 4.1.4** subject to the license fees set forth in the Order Form being paid in accordance with the Agreement.
- 4.2** QBNK shall make the Product available to Customer via an URL in the format: Customer's\_name.qbank.se.
- 4.3** The Product Scope includes a right for Customer's registered End Users to contact QBNK's customer support Monday-Friday between 09:00 – 16:00 (CET) as set out in clause 6.
- 4.4** If Customer requests additional End Users, Storage, and/or Product Packages, Parties shall sign an updated version of the Order Form. If such additional End User subscriptions, Storage, and/or Product Packages are purchased by Customer part way through the Initial Period or any Renewal Period (as applicable), the fees for such additional items shall be pro-rated from the date of activation by the QBNK for the remainder of the Initial Period or then current Renewal Period (as applicable).
- 4.5** Customer shall provide QBNK with the names and email addresses of the End Users to be registered. QBNK will provide the registered End Users with user IDs and initial passwords. Customer agrees that such IDs and passwords are personal to the respective registered End User and shall not be shared among registered End Users or with any unregistered user.
- 4.6** In the event the pricing arrangements for the Product are based on Customer's organization, size, form and use as of the day of signing of the Agreement, Customer does not have any rights to use the Product for such parts or for such units of Customer's organization, which have been established, arisen or added through acquisitions, mergers or other structural organizational changes that did not exist at the time of signing of the Agreement.
- 4.7** QBNK shall use its reasonable endeavors to ensure availability of the Product. QBNK reserves the right however to temporarily decommission the Product in order to perform system maintenance, which will, where reasonably practicably possible, be performed outside of standard normal office hours.
- 4.8** QBNK shall be allowed to monitor Customer's use of the Product in order to verify that such use is in accordance with the terms set out in clause 3 and 4.

## 5 Modification of Product

- 5.1** The Product is dependent on the availability and re-use of Third-Party IPRs and the license terms imposed by such third parties. While QBNK has used reasonable endeavors to procure appropriate terms from such third party providers, Customer acknowledges that QBNK is not responsible for restrictions in or changes to the Product as a result of restrictions or changes by such third parties.
- 5.2** QBNK is entitled to:

- 5.2.1** make improvements, substitutions, modifications and to add or remove elements of the Product;
  - 5.2.2** change these GTCs to reflect changes by third party suppliers;
  - 5.2.3** change these GTCs pursuant to the DPA or any other Addendum; and
  - 5.2.4** increase the charges to reflect any increases passed on by a required third party or other service identified in the Order Form.
- 5.3** QBNK shall use reasonable endeavors to notify Customer of changes pursuant to clause 5.2 by email to the signatory on the Order Form or make it known on QBNKs webpage.
- 5.4** Where changes proposed under clause 5.2 are not to Customer's material detriment, QBNK may introduce such changes immediately. QBNK may always introduce changes under clause 5.2, fourteen (14) days after notice under clause 5.3 unless Customer during the period gives notice in writing that it objects to such changes. In such case, this Agreement shall, unless QBNK agrees to revert to the original terms, terminate upon the expiry of another fourteen (14) days period following from Customers notice. If the Agreement is terminated pursuant this clause 5.4, QBNK shall refund Customer pro rata for any prepaid remaining portion of the Term.

## 6 Customer Support

- 6.1** The Product is supplied "as is," and QBNK makes no warranty or representation (whether express or implied) that the Product will be free from error, uninterrupted or about the accuracy or fitness for any particular purpose.
- 6.2** Notwithstanding the above, Customer has the right to report Errors to QBNK customer support, and QBNK shall attend to such Errors in accordance with QBNK service levels and customer support practices. The abovementioned errors do not include:
  - 6.2.1** Deficiencies in third party products or services, which are not an integral part of the Product.
  - 6.2.2** Deficiencies caused by the Customer's alterations or interference in the Product.
  - 6.2.3** Deficiencies caused by the Customer's usage of the Product with other than by QBNK described equipment, accessory, system software in a way that affects the Product's function.
  - 6.2.4** Deficiencies caused by the Customer's submission of incorrect information or selection of test data or submission of incorrect or faulty conditions.
- 6.3** Customer agrees to assist QBNK in order for QBNK to correct Error(s) reported by Customer. Such assistance includes to (a) report the Error(s) promptly from the time Customer noticed the Error; (b) provide an unambiguous description of the perceived Error; and (c) if required, attend and make required resources available to QBNK to reproduce and demonstrate how the Error occurred.

## 7 Liability

- 7.1** The limitations and exclusions of liability set out in this clause 7 and elsewhere in the Agreement govern all liabilities arising under the Agreement or in relation to the subject matter of the Agreement, including liabilities arising out of contract or out of law.
- 7.2** Except for a Party's obligation to pay any sums due under this Agreement and subject to any claim for breach of clauses 8 and 9, neither Party shall be liable for:

**7.2.1** any loss of profits, income, revenue, use, production or anticipated savings;

**7.2.2** any loss of business, contracts or commercial opportunities;

**7.2.3** loss of or damage to goodwill or reputation;

**7.2.4** loss or corruption of any data, database or software; or

**7.2.5** any special, indirect or consequential loss or damage.

**7.3** Except for a Party's obligation to pay any sums due under this Agreement and subject to any claim for breach of clauses 8 or 9, neither Party's liability in relation to any event or series of related events will exceed the total Product license amount paid and payable by Customer to QBNK under the Agreement during the twelve (12) month period immediately preceding the event or events giving rise to the claim.

## 8 Intellectual Property Rights

**8.1** This Agreement does not transfer to Customer any title to any IPRs contained in the Product, software, documentation or proprietary information delivered according to this Agreement.

**8.2** All IPRs in the Product remain vested in QBNK or, as the case may be, its licensors and to the extent that any rights in such materials vest in Customer by operation of law, Customer hereby assigns such rights to QBNK.

**8.3** Customer acknowledges and agrees that it shall not acquire or claim any title to any of QBNK's (or QBNK's third-party providers') IPRs.

**8.4** Customer has no right to access the object code or source code of the Product or Website, either during or after the continuance of this Agreement.

## 9 Customer Data

**9.1** Customer shall own and retain all IPRs in the Customer Data that is entered into the Product by Customer pursuant to the Agreement.

**9.2** In order for QBNK to fulfill its obligation in the Agreement and for the purposes of operating the Product and providing the Scope of Supply to Customer as set out in clauses 3 and 4, Customer grants to the QBNK a non-exclusive license to store, copy and otherwise use the Customer Data to the extent necessary.

**9.3** In order for QBNK to be able to continuously improve the Product Customer grants to QBNK a non-exclusive license to analyze, anonymize, pseudonymize and/or use aggregate statistics of Customer Data and compare with similar data from other customers' usage of the Product to create, generate, and potentially distribute conclusions from such aggregated data, provided QBNK does not in any way disclose any particulars of details of Customer Data, data or content referring to Customer or Customer's business.

**9.4** Customer agrees that it shall not upload or have another party to upload any Customer Data that (a) is unlawful, illegal, fraudulent, abusive, harassing or harmful, or could reasonably be expected to be perceived as any of the aforementioned or (b) is in connection with any unlawful, illegal, fraudulent, abusive, harassing or harmful purpose or activity, (c) is infringing on any third party IPRs or in violation of any legal rights of a third party, or (d) includes any personal data, unless the Parties have entered into a DPA.

- 9.5** QBNK has the right to deny and/or delete any Customer Data (from the Product) that is in violation of clause 9.3.
- 9.6** QBNK will backup legitimate Customer Data as follows;
- 9.6.1** daily backups, each of which is saved for thirty (30) days; and
  - 9.6.2** monthly backups, each of which is saved for three (3) months.
- 9.7** Customer shall notify QBNK if Customer wishes to restore a previous version of Customer Data. QBNK shall, subject to the data being available pursuant clause 9.5 and 9.5, assist Customer with such restore. QBNK has the right to charge Customer for this service and such efforts based on a time and materials basis according to QBNK's then current price list at any given time.
- 9.8** Upon termination of the Agreement QBNK shall, at Customer's request, provide Customer with a copy of the Customer Data (including meta data) by utilizing the standard API in the Product for transfer of data or the standard export function in the Product where files are exported via a Customer supplied FTP to an external location and in JSON format. QBNK has the right to charge Customer for this service and such efforts based on a time and materials basis according to QBNK's then current price list at any given time.
- 9.9** If Customer does not request a copy of the Customer Data pursuant clause 9.7 within thirty (30) days from the termination of the Agreement, QBNK may erase all Customer Data from the Product, after which the Customer Data is no longer restorable.

## 10 Warranties and Indemnification

- 10.1** Customer warrants that it (a) has the right to enter into this agreement, (b) shall take full responsibility for the correct handling of Customer Data, including but not limited to what is set out in clause 3.2.10 and 3.2.11, and (c) shall not use the Product in any other way than what it is permitted by the Agreement.
- 10.2** Customer shall, at its own cost indemnify, defend and hold QBNK harmless from and against any claims, actions, and damages arising out of or connected to Customer's breach of clauses 10.1.
- 10.3** QBNK warrants that it has the right to enter into this Agreement with Customer and that Customer's use of the Product in accordance with the Agreement is not infringing the IPRs of any third party in so doing.
- 10.4** QBNK shall, at its own cost indemnify, defend and hold Customer harmless from and against any claims, actions, and damages it actually incurs arising out of claims for infringement of IPRs to the extent such claims allege that the Product provided hereunder used in accordance with the Agreement, infringes upon any IPRs of any third party.
- 10.5** In the event that the Product is found to infringe the IPRs of a third party, QBNK shall have the right to, at its own expense, either (a) modify the Product to avoid the allegation of infringement, while at the same time maintain to the highest extent possible compliance of the Product and the requirements of the Agreement, or (b) obtain for Customer, at no cost to Customer, a license to continue using and exploiting the Product in accordance with the Agreement, or (c) if none of the above are reasonably achievable for QBNK, cease delivery of the Product and reimburse Customer for all fees paid by Customer for the Product which relate to use of the Product not yet delivered by QBNK.
- 10.6** Each Party's obligation to indemnify (the "Indemnifier") the other (the "Indemnified") as set out above shall be subject to:

**10.6.1** the Indemnifier being given prompt notice of any such claim;

**10.6.2** the Indemnified providing reasonable co-operation to the Indemnifier in the mitigation, defense and settlement of such claim, at the Indemnifier's expense; and

**10.6.3** the Indemnifier is given sole authority to defend or settle the claim.

## 11 Confidentiality

**11.1** A Party may receive confidential information from the other Party. Confidential information refers to all written and oral information, all material, all documents and all information, which is related to the other Party and which can be considered sensitive or critical to business, including but not limited to business activities, business plans, products, product plans, customers, tenders, Customer Data, financial information, offers, prices and other terms in the Agreement. If a Party is unsure about whether certain information is to be regarded as confidential information or not, the information shall be regarded as confidential information. In addition, information that a Party states to be confidential will always be deemed to be trade secrets.

**11.2** Each Party hereby accepts an obligation to treat all such information, whether obtained, directly or indirectly, as confidential. Each Party must not disclose confidential information or share it in any manner with external third parties. Each Party additionally accepts an obligation to ensure that any and all employees and subcontractors to the Party will not be granted access to any confidential information without having themselves entered into a confidentiality agreement that ensures a corresponding obligation for the employee or subcontractor in question to refrain from disclosing or sharing confidential information with external third parties.

**11.3** During the performance of the Agreement and for a period of five years thereafter, each Party undertakes not to disclose the other Party's confidential information to any third party without the other Party's written consent. This obligation does not include any information which a Party can prove to have been obtained from a source other than the execution of the Agreement and/or the other Party, or that which is considered general knowledge. The obligation also excludes any direction under law to release the information.

**11.4** Upon termination of the Agreement a Party shall, upon request from the other Party, return or destroy all confidential information received from the other Party, and if requested by the other Party, after that submit a written certification to the other Party that all such confidential information has been returned or destroyed.

## 12 Charges and Payment

**12.1** In consideration of the provision of the Product by QBNK to Customer, Customer will pay to QBNK the fees set forth in the Order Form.

**12.2** Unless otherwise agreed, all fees set forth in the Agreement shall be in Swedish Krona SEK. Such fees are exclusive of value added tax, and shall be invoiced annually in advance.

**12.3** If Customer's procedures require a purchase order to be issued before any payment can be executed, Customer shall issue such purchase order upon entering into the Agreement, any Renewal Period, or any additional orders under the Agreement.

**12.4** Unless otherwise agreed, all invoices shall be emailed to the email address designated by Customer. If Customer has not designated a specific email address, all invoices shall be emailed to the signatory of the Order Form.

**12.5** Customer shall pay all legitimate invoices within thirty (30) days from the invoice date (as set out on the invoice).

- 12.6** If Customer disputes an invoice, Customer must notify QBNK of the objection and state valid reasons for such objection within twenty (20) days from receiving the invoice. New objections of an invoice(s) later than twenty (20) days from receiving such invoice(s) shall be deemed invalid.
- 12.7** QBNK shall be entitled, once per year, to amend all fees with the highest of (a) 2.5% or (b) the changes in the Swedish Service Price Index [Swedish: Tjänsteprisindex (TPI) from [www.SCB.se](http://www.SCB.se)] as most recently published at the relevant date. The aforementioned terms for price adjustments apply during the Initial Period as well as during any subsequent Renewal Periods.
- 12.8** Customer shall pay interest on any sums overdue under the Agreement in accordance with the law.
- 12.9** In the event of delay in payment, ten (10) days after one (1) reminder QBNK has the right to suspend Customer's access to the Product until full payment has been made. Such suspension shall not affect Customer's obligation to pay the full fee for the period during which Customer does not have access to the Product. In the event of delay in payment of more than thirty (30) days, QBNK also has the right to, in addition to demanding full payment, terminate the Agreement.

## 13 Term and Termination

- 13.1** Unless this Agreement is subject to an Early Termination in accordance with this clause 13, it shall stay in effect for an Initial Period of thirty-six (36) months or such other Initial Period as specified in the Order Form. Thereafter, this Agreement shall be automatically renewed for successive periods of twelve (12) months or such other period as specified in an Order Form (each a Renewal Period). This Agreement shall, however, instead of being renewed, terminate upon the expiry of the applicable Initial Period or Renewal Period if either Party notifies the other Party of termination, in writing, at least six (6) months, or such other Notice Period as set out in the Order Form, before the end of the Initial Period or any Renewal Period.
- 13.2** The Initial Period together with any subsequent Renewal Periods shall constitute the "Term".
- 13.3** Termination or expiration of this Agreement shall not affect QBNK's right to be paid for the Product supplied pursuant to and in accordance with this Agreement.
- 13.4** Without affecting any other right or remedy available to it, either Party shall have the right to terminate the Agreement early ("Early Termination") if:
- 13.4.1** the other Party materially breaches its obligations pursuant to this Agreement and such Party has not cured the breach or demonstrated that it has undertaken measures to avoid a breach of Agreement within thirty (30) days after written demand has been submitted to the breaching Party with reference to this clause; or
  - 13.4.2** the other Party is placed into insolvent liquidation, enters into negotiations regarding a composition, or is otherwise insolvent.
- 13.5** If Customer rightfully terminates the Agreement pursuant clause 13.4, QBNK shall refund Customer pro rata for any prepaid remaining portion of the Term. If QBNK rightfully terminates the Agreement pursuant clause 13.4 no refund of fees will be due to Customer.
- 13.6** Upon termination of this Agreement (for whatever cause), Customer's rights to use the Product are revoked.
- 13.7** Any clauses of this Agreement which in order to give effect to its provision needs to survive the expiry or termination shall survive termination of this Agreement and shall remain in full force and effect, including but not limited to clause 7 (Liability), 8 (Intellectual Property Rights), 9 (Customer Data), 10

(Warranties and Indemnification), 11 (Confidentiality), 12 (Charges and Payment), 14 (Data Protection), 19 (Parties' Independence), 20 (General), and 21 Disputes and Choice of Law.

## 14 Data Protection

**14.1** Customer acknowledges that QBNK may collect certain personal data about the End Users in order to verify and safeguard End User's access to the Product and data (including Customer Data). QBNK is data controller for such personal data.

**14.2** To the extent Customer, or another party on behalf of Customer, uploads personal data (or any content that includes personal data) to the Product, Customer is data controller and QBNK is data processor for such personal data. QBNK processes such data for the purpose of providing the Product and related services to Customer. Such processing shall be governed by QBNK's standard and at then applicable DPA available at <https://www.qbankdam.com/data-processing-agreement>, which by this reference is included in the Agreement, unless an alternative Data Processing Agreement has been signed by both Parties. Each Party shall comply with their respective obligations under the DPA in respect of the processing of personal data contained in Customer Data.

## 15 Force Majeure

**15.1** Party shall be relieved from liability for a failure to perform its obligations under this Agreement during such period, and to the extent that the due performance thereof by the Party is prevented by reason of any circumstance beyond the control of the Party, which could not reasonably have been foreseen or taken into consideration by the Party prior to entering into this Agreement as well as for which the effects thereof could not reasonably have been avoided or mitigated by such Party. Such as, but not limited to, lightning, labor disputes, fire, pandemic, epidemic, war, terrorism, natural disaster, amendments to regulations issued by governmental authorities, intervention by the authorities.

## 16 Notices

**16.1** Any notices and other communication to be made under or in connection with this Agreement must be in writing in the English language, and must be sent by courier, registered or certified mail or email and be addressed to the other Party as set forth in the Order Form or to such other addresses as a Party may notify the other Party in accordance with this section.

**16.2** A notice shall be effective upon receipt and shall be deemed to have been received:

**16.2.1** at the time of delivery, if delivered by hand;

**16.2.2** two (2) business days from the time of posting, if sent by registered or certified mail, return or delivery receipt requested, postage prepaid; or

**16.2.3** if by way of email, at the time of transmission, if receipt is confirmed.

## 17 Assignment

Customer may not assign its rights under this Agreement. QBNK may assign all of its rights and/or obligations under this Agreement.

## 18 Technology

Customer acknowledges that the Product and scope of supply is a webservice over the internet and in order to use the Product Customer is required to have sufficient internet access and reasonably modern hardware (e.g. PC or MAC) and internet browser (e.g. Chrome).

Customer also acknowledges that web pages in the Product may contain web beacons. Generally, web beacons allow a website to transfer or collect information through a graphic image request. Customer acknowledges that QBNK may use web beacons for its internal purposes including, but not limited to, data and website usage analytics and reports.

## 19 Parties' Independence

- 19.1** Nothing in the Agreement will constitute a partnership, agency relationship, or contract of employment between the Parties and the employees thereto.
- 19.2** Nothing in the Agreement shall in any way limit a Parties right to enter into separate agreements with third parties (including competitors to the other Party or not) or otherwise perform it business independently from the other Party.
- 19.3** Notwithstanding the above, QBNK shall have the right to state in marketing material that Customer is a customer of QBNK, provided QBNK does not reveal any confidential information about Customer or any other details of the Agreement.

## 20 General

- 20.1** If any court or other competent authority decides that a clause of the Agreement is unlawful and/or unenforceable, the other clauses of the Agreement will continue in effect. If a clause is determined to be lawful and enforceable only by the removal of a portion of the clause, and the removal of that portion would not contradict the clear intent of the Parties, then that portion of the clause will be deemed to be removed and the remainder of the clause will remain in effect.
- 20.2** The Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the Parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to the Agreement are not subject to the consent of any third party.
- 20.3** No breach of any provision of the Agreement will be waived except with the express written consent of the Party not in breach.
- 20.4** QBNK may unilaterally vary these GTCs, including any Addendum, from time to time, by notice in writing to Customer. If Customer does not object to such modification within fourteen (14) days, the new GTC or Addendum version(s) shall become the GTC or Addendum version(s) in force and effect and part of the Agreement. If Customer during the aforementioned fourteen (14) day period gives notice in writing that it objects to such changes, this Agreement shall, unless QBNK agrees to revert to the original terms, terminate upon the expiry of another fourteen (14) days period following from Customers notice. If the Agreement is terminated pursuant this clause 20.4, QBNK shall refund Customer pro rata for any prepaid remaining portion of the Term.

## 21 Disputes and choice of law

- 21.1** This contract shall be governed by the substantive law of Sweden.

- 21.2** Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC").
- 21.3** The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators.
- 21.4** The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English unless otherwise agreed by both Parties.
- 21.5** Notwithstanding the above, QBNK shall always be entitled to initiate proceedings at Stockholm District Court regarding payment of outstanding invoices.