



TERMS OF USE - BYGGNET

You must accept these terms of use ("**Terms of Use**") when you register as a user in Byggnet. Through registration as a User (and the creation of a User Account) you accept (a) that you are bound by these Terms of Use and (b) all and any subscription agreements entered between Arkitektkopia and the Customer ("**Agreement/s**"). All and any limitations with respect to Arkitektkopia's obligations under the Agreements are applicable also to you in your capacity as a User. Capitalized terms and expressions used in these Terms of Use are defined herein or in the Agreements.

1. DEFINITIONS

- 1.1. "**User/s**" means the natural persons who register a user account and are given access to the Services.
- 1.2. "**Employer**" means the company in possession of the e-mail address used by the User when registering for the Services and to which the User is bound by means of employment, consultancy or any similar arrangement.
- 1.3. "**Customer**" means the company which orders the Services under the Agreements and which has obtained rights and obligations with respect to the ordered Services (including but not limited to payment obligations).
- 1.4. "**Materials**" means data, information, materials and other content, such as documents, which are uploaded, modified, processed, transferred, distributed and/or stored in the Services and which are supplied by the Customer or the Users.
- 1.5. "**Services**" means the service or services, within the "Byggnet" concept, which Arkitektkopia provides to the Customer pursuant to the Agreements. The Services are provided as "Software as a Service" with various levels of functionality.
- 1.6. "**Website**" means "Byggnet.com".

2. USE OF THE SERVICES

- 2.1. Under these Terms of Use (and the Agreements between the Customer and Arkitektkopia), the User is granted a non-exclusive, non-transferable and limited right to use the Services on behalf of the Customer.
- 2.2. If the User accepts the Terms of Use on behalf of the Customer and opens a (free of charge) user account ("**User Account**") for the Services, the User acknowledges that further provisions and guidelines and limitations with respect to the use of the User Account may apply which are governed by the relation between the User and the Employer. The User is aware of and accepts that the Employer may take measures which limit the User's access to the Services and the Materials. Such measures may for example follow from the Employer's instructions to Arkitektkopia and/or from the termination of the User's employment with the Employer.

3. UNDERTAKINGS BY THE USER

- 3.1. The User hereby undertakes to comply with all and any security provisions and administrative provisions and other rules of conduct, policies and standards, as notified by Arkitektkopia upon registration of the User Account and thereafter; via e-mail, on the Website or in any other manner.
- 3.2. The User undertakes to provide correct information concerning their identity, e-mail address and otherwise; in connection with their activation of the User Account and thereafter.
- 3.3. The User shall ensure that any activities conducted by them in connection with the utilization of the Services will not contravene applicable laws or the Agreements. The User is responsible for all Materials which are uploaded, transferred or in any other manner utilized through the Services.
- 3.4. The log-in details and other instructions which the User is given access to, shall be handled with confidentiality and appropriate security measures. It is the User's responsibility to ensure that log-in details and other instructions are only provided to authorized Users.
- 3.5. The User undertakes to see to it that the Materials used within the scope of the Services will be in the agreed format and that they do not contain viruses or other harmful content which can damage or otherwise adversely affect the Services.

- 3.6. The User warrants that they have activated the User Account solely on behalf of the Customer and undertakes to use the Services only for and on behalf of the Customer and in accordance with the Agreements.
- 3.7. The User further undertakes that they shall not via the Services provide access to, distribute or store any Material which harms the reputation of third parties or which may potentially infringe copyrights of third parties, or which may constitute disclosure of trade secrets or which may encourage or facilitate criminal activities or which can be regarded as threatening or use the Services in any manner inconsistent with their intended purposes.
- 3.8. User Account may only be used by an individual User.
- 3.9. The User shall inform Arkitektkopia in the event of suspected breach of these Terms of Use.

4. PERSONAL DATA

- 4.1. Upon registration and activation of the User Account, and in order for the User to access and utilize the Services, the User will provide information with respect to name of the Customer, the Customer's organization number and name, telephone number, fax number, e-mail address of the User as well as invoicing information. This information constitutes personal data under applicable data protection legislation. Following registration, information regarding the Customer and the User's personal data will be available upon search; this Service is applicable only for the existing Users of the Services.
- 4.2. Arkitektkopia will be the controller of the personal data for this processing. Issues of privacy and integrity are of paramount importance for Arkitektkopia. Any processing of personal data relating to the Services and for which Arkitektkopia is the controller of personal data, will be in accordance with Arkitektkopia's Privacy Policy, <https://byggnet.com/privacy-policy/>
- 4.3. Through the accept of these Terms of Use and the Privacy Policy, the User acknowledges and accepts Arkitektkopia's processing of the personal data for the above purposes and that the personal data will be maintained until such time when the User terminates the User Account or the Agreements between the Customer and Arkitektkopia has terminated (or for such longer time as may be permitted according to the Privacy Policy and applicable data protection legislation).

5. SECURITY

- 5.1. The User shall ensure that any user identities and passwords accessed by the User upon activation of the User Account or thereafter are stored and used in a safe manner and that they cannot be accessed by unauthorized persons. The User shall be responsible for unauthorized use of the Services and Arkitektkopia shall not be liable for any damage or loss resulting from the User's non-fulfillment of said requirements.
- 5.2. The User shall immediately inform Arkitektkopia in the event that they suspect any unauthorized access with respect to user identities and/or passwords.

6. ADJUSTMENTS

- 6.1. Arkitektkopia is entitled to change these Terms of Use without prior notice. The User will be informed of any such changes via e-mail or through information on the Website.

7. TERM AND TERMINATION

- 7.1. These Terms of Use are effective as of acceptance by the User in connection with the registration of the User Account and will apply until the User Account has been terminated.

8. LIMITATIONS IN ACCESS TO THE SERVICES AND PREMATURE TERMINATION

- 8.1. Arkitektkopia is entitled to limit the User's access to the Services or terminate the Terms of Use and/or the User Account with immediate effect if: (a) the User utilizes the Services in a manner which will constitute a crime; (b) the User utilizes the Services in a manner which will actually or potentially harm or cause damage to Arkitektkopia or a third party; (c) it can reasonably be assumed that the distribution of Materials generated by the User violates applicable law; (d) the User attempts to obtain unauthorized access to Arkitektkopia's computer systems; (e) the Agreements (including the Subscription Agreement) terminate for whatever reason or (f) if Arkitektkopia is entitled to limit the Customer's access to the Services under the Agreements (including the Subscription Agreement).



9. ASSIGNMENT

- 9.1. The User is not entitled to transfer their rights or obligations under these Terms of Use. Arkitektkopia is entitled to transfer its rights and obligations under the Agreements (including these Terms of Use) to a company within the group of companies to which Arkitektkopia belongs. Arkitektkopia is furthermore entitled to transfer the Agreements (including these Terms of Use) to a purchaser of all or a substantive part of Arkitektkopia's assets.

10. APPLICABLE LAW

These Terms of Use are governed by Swedish law.
