

Cloudfinder – Terms & Conditions of Use

1. Applicability, Subscription, etc.

- 1.1 Cloudfinder Sweden AB is a Swedish limited liability company incorporated under the laws of Sweden with the registration number 556886-8300 (“Cloudfinder”). Cloudfinder has developed certain cloud services, including proprietary software, consisting of a number of applications and services, including data back-up, as further described [here](#) (the “Services”), which are made available online at [cloudfinder.com](#) (the “Site”). This document contains the terms and conditions for the use of the Services (the “Conditions”) that will apply and form a binding agreement between Cloudfinder and its customers using the Services (each, a “Customer”) when accepted in connection with the online subscription process for the Services.
- 1.2 If a customer has purchased a subscription to the Services from an authorized reseller which has been granted the right to market and sell subscriptions to the Services in its own name and for its own account (a “Reseller”), Cloudfinder provides the Services to that customer subject to these Conditions as a subcontractor to the Reseller. These Conditions, supplemented by the Reseller Customer Addition, shall therefore apply in relation to such customers (each, also deemed as a “Customer” hereunder but also specifically referred to as a “Reseller Customer”) when confirmed in connection with the online registration process of the subscription of the Services. The Reseller Customer Addition (as may be amended from time to time in accordance herewith) shall be deemed to be an integral part of these Conditions as regards a Reseller Customer and in case of conflict between a provision in the Reseller Customer Addition and a provision elsewhere in these Conditions, the provision in the Reseller Customer Addition shall prevail.
- 1.3 The Services has been developed for organizations (being Customers) which uses (or is about to use) one or more third party cloud computing (or similar) services (“Third Party Services” or “TPS”), at which one or more user accounts (“TPS Accounts”) by the Customer and/or its personnel and other officers.
- 1.4 In order to use and access the Services (or part thereof) the Customer must have an active subscription for the Services (a “Subscription”). A Subscription may be established and activated online on the Site [here](#). Upon the establishment or registration of a Subscription, the person(s) acting on behalf of the Customer (being an organization) represents that he/she/they have the authority to enter into these Conditions on behalf of that organization. Cloudfinder reserves the right to forthwith cancel any Subscription and/or stop the Services where supporting documentation of the above authority cannot be presented upon request.
- 1.5 Each time the Customer (through its personnel or otherwise via its Subscription) access the Site and/or uses the Services, the Customer is agreeing to be bound by these Conditions. If the Customer at any time does not agree to any part of these Conditions, Cloudfinder is unwilling to grant any access to the Site or Services, and the Customer must cease access to the Services immediately and notify Cloudfinder thereof.

2. Users, Administration and Credentials

- 2.1 Cloudfinder has designed the Services to meet the needs of corporations, governmental bodies and other organizations which use Third Party Services. Use of the Services on a

consumer basis is not permitted. A visitor may browse the Site but will not have access to the Services without first becoming a subscriber and, thus, a Customer.

- 2.2 Upon the establishment of a Subscription an administrator user name and password is generated (“Admin Credentials”). By logging in on the Site with such Admin Credentials, the Customer can, inter alia, create and administer one or more user accounts for its personnel and/or others (each, a “Customer User Account”), each with a unique user name and password (“User Credentials”). Admin Credentials and User Credentials are jointly referred to as “Credentials”. The Admin Credentials also allows the Customer to connect and disconnect certain by Cloudfinder pre-designated TPS and sometimes also related TPS Accounts to the Services subscribed for. User Credentials may also allow the individual user to connect and disconnect its individual TPS Accounts.
- 2.3 The Credentials are used to authenticate the user on the Site and thereby getting access to the agreed Services, including any Customer data stored as part of the Services. The Customer is solely responsible for maintaining the confidentiality of the Credentials and may not transfer or share the Credentials with any third parties.
- 2.4 The Customer acknowledges and agrees that Cloudfinder may rely on the Credentials as the sole test to control whether users accessing the Site and using the Services on the Customers behalf are authorized to do so. The Customer is further fully liable for any act or omission of any users that access the Site and/or uses the Services with the Credentials (each, a “User”). It is further acknowledged and agreed that, as between a User and the Customer, Cloudfinder will consider the Customer as the sole owner of all data stored as part of the Services.
- 2.5 While Cloudfinder provides the tools, the Customer decides in its sole discretion and controls completely (through the Credentials) which TPS and TPS Accounts to connect to the Services. The Customer acknowledges and agrees that Cloudfinder is not the supplier of TPS or TPS Accounts and Cloudfinder does not have, nor does it take on, any responsibility whatsoever for such third party services or any content or data originating from such services or TPS Accounts.

3. Cloudfinder’s obligations

- 3.1 Cloudfinder undertakes during the term of the Subscription and in accordance with these Conditions provide the agreed Services to the Customer, subject, however, to modifications made pursuant to section 12.2 below.
- 3.2 Cloudfinder shall, at its own expense, update and upgrade its proprietary software and other solutions contained in the Services to the extent Cloudfinder deems necessary for the proper performance of the Services. Cloudfinder intends to communicate any such updates and upgrades with the Customer together with the anticipated downtime of the Site or access or functionality of the Services (or part thereof).
- 3.3 Cloudfinder reserves the right to engage sub-contractors and other intermediates to perform its obligations hereunder. Cloudfinder is responsible for the performance of such intermediates as if they were conducted by Cloudfinder under these Conditions, unless otherwise explicitly stated.

4. Privacy and Security

- 4.1 Cloudfinder acknowledges that privacy is of importance. For this purpose, Cloudfinder has adopted a privacy policy (www.cloudfinder.com/privacy) that describes Cloudfinder's collection, use and disclosure practices regarding any personal data that is provided or otherwise made available to Cloudfinder. This privacy policy (as may be amended from time to time) shall be deemed to be an integral part of these Conditions.
- 4.2 The Customer acknowledges and agrees that the Services consists of, so called, cloud services involving, for example, processing, processor power, storage and functions as services over the Internet. Thus, the use of the Services will include the storage and processing of personal data that may be subject to mandatory legislation, such as the legislation based on EU Directive 95/46/EC which aims to prevent the violation of personal integrity in the processing of personal data (collectively, the "Personal Data Act"). For this purpose, the Customer will always be considered as the controller of personal data even if the processing is carried out by Cloudfinder or its sub-contractors. Cloudfinder and all of its sub-contractors engaged for the storage and other processing are considered as the Customer's data processors (personal data assistants) and it is the Customer's sole responsibility to ensure that such processing of personal data is in compliance with the Personal Data Act and other applicable legislation.
- 4.3 The Customer shall promptly notify Cloudfinder if its processing of personal data is subject to legislation which is not based on EU Directive 95/46/EC (as amended). If a provision under any such applicable Personal Data Act or other legislation would confer responsibility or liability directly on Cloudfinder to ensure compliance with such legislation (or part thereof) regardless of section 4.2 above, Cloudfinder is unwilling to grant any access to the Site or Services and the Customer must cease access to the Services immediately and notify Cloudfinder thereof.
- 4.4 Cloudfinder acknowledges further that the security of the personal data and other data belonging to the Customer is of importance. Cloudfinder will take reasonable steps to help ensure the safety of the Customer's data in compliance with the Personal Data Act. However, no password-protected system of data storage and retrieval can be made entirely impenetrable and the Customer therefore acknowledges and agrees that the Site and the Services are not invulnerable to all security breaches or immune from viruses, security threats or other vulnerabilities.

5. Customer Data, back-up Service and certain use of information

- 5.1 Cloudfinder does not claim any ownership to any of the files and other information that the Customer (or its Users) provides to Cloudfinder (or any of its sub-contractors) when using the Services ("Customer Data"). The Customer retains the full ownership to the Customer Data.
- 5.2 Cloudfinder will undertake commercially reasonable efforts to save a copy of the data and other files that exist and is accessed on Third Party Services that the Customer via its Admin Credentials or otherwise duly designate for back-up (the "Backed-up Data") for storage as part of the Services. Upon such designation for back-up, the Customer authorizes Cloudfinder to act on the Customer's behalf to access and interact with the websites and servers from which a copy is to be collected (each, a "Backed-up Site") and further, on an continuous basis, to poll the API of the Backed-up Site for changes or additions and periodically re-save a copy of a modified file or create a copy of a newly designated file. Where possible Cloudfinder will use the unique authorization code for Cloudfinder (a "Token") provided by the Backed-up Site to access and interact with a Backed-up Site. However, where no usable Token is provided, the Customer may be

required to provide Cloudfinder with its user name and password for the Backed-up Site in order for Cloudfinder to be able to provide the back-up Service. Cloudfinder will not use such user name and password for any other purpose than to perform the obligations hereunder and to provide the Services. The Customer is at any time free to disconnect a Backed-up Site from back-up Service.

- 5.3 The Customer acknowledges and agrees that Cloudfinder's ability to provide the back-up Service is dependent on the necessary access to the Backed-up Site and, should such access, for whatever reason outside Cloudfinder's direct control (such as a change in the system or terms and conditions of the TPS which no longer allows the necessary access), be removed or limited Cloudfinder cannot guarantee that that the back-up Service will include the necessary connection to such Backed-up Site or otherwise perform as intended. Consequently, the Backed-up Data may not be restorable if copying of the selected or changed files has been completed if the password on a Backed-up Site is changed or otherwise restrict Cloudfinder's access to such site, or if the Subscription expires or terminates.
- 5.4 The Customer grants Cloudfinder a license to use, reproduce, access, view, modify, reformat, translate and transfer the Customer Data, including the Backed-up Data, solely and to the limited extent necessary to perform the obligations hereunder and to provide the Services.
- 5.5 Cloudfinder does not normally review, inspect, edit or monitor any Customer Data (including Backed-up Data). However, Cloudfinder reserves the right to examine the content of and to refuse, remove or disable access to the Customer Data if it believes, in its sole discretion, that a Subscription (wholly or partially) is being used for storage and/or distribution of any illegal data or material such as copyrighted content or otherwise may violate these Conditions. Cloudfinder reserves the right to disclose such Customer Data to the TPS or Backed-up Site to the extent required under their terms and conditions or as otherwise may be required under mandatory law.
- 5.6 The Services may provide the Customer with functionality through the automated information service which, inter alia, makes it possible to monitor and extract information from the Customer Data which can be of sensitive nature and which can be used for purposes which may be prohibited or restricted under certain jurisdictions or by contract (e.g. to discredit or otherwise use as evidence against a person or organization). The Customer acknowledges and agrees that any such use of the Services under its Subscription are made on the sole responsibility of the Customer and further confirms that any such use is fully permitted under applicable legislation or contract.

6. Intellectual property rights, ownership, etc.

- 6.1 The Customer acknowledges and agrees that Cloudfinder and/or its licensors own all rights, including intellectual property rights, to the Site and Services, including the software, code, proprietary methods and systems used to provide the Site or Services, (the "Proprietary Rights"). The Proprietary Rights may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, or redistributed in any way without Cloudfinder's prior written permission and the prior written permission of the applicable licensors.
- 6.2 The Customer undertakes to abide by all copyright notices, information, or restrictions contained in or attached to any of the Proprietary Rights. Nothing in these Conditions shall be construed to grants the Customer any right or license, by implication, estoppel

or otherwise, to the Proprietary Rights or to obtain access to the Proprietary Rights except as generally and ordinarily permitted through the Site according to these Conditions.

- 6.3 Certain of the names, logos, and other materials displayed on the Site or in the Services constitute trademarks, trade names, service marks or logos (the "Marks") of Cloudfinder or other entities. The Customer is not authorized to use any such Marks. Ownership of all such Marks and the goodwill associated therewith remains with and will inure to Cloudfinder or those other entities.
- 6.4 To the extent indicated, any use of third party software or other solution ("Third Party Products") provided in connection with the Site or Services will be governed by such third parties' licenses and not by these Conditions. In the event these Conditions refers to Third Party Products as regards fees, any change in such fees to the Third Party Product supplier shall mean that Cloudfinder is entitled to adjust the fees for the Services correspondingly.
- 6.5 Furthermore, any comments, ideas and/or reports about the Site or Services that the Customer or its Users provide to Cloudfinder, whether in written or electronic form ("Feedback"), shall be considered Cloudfinder's proprietary and confidential information, and the Customer hereby irrevocably transfer and assign all intellectual property rights embodied in or arising in connection with such Feedback to Cloudfinder, and any other rights or claims that the Customer may have with respect to any such Feedback.
- 6.6 Cloudfinder shall indemnify and hold harmless the Customer from and against any third party claims as a result of the Customer's use of the Services in Sweden and in other specifically agreed countries that constitutes an infringement of any third party intellectual property rights; provided, however, (i) that the Customer and its Users has used the Services in compliance with all provisions of these Conditions, (ii) that the Customer has notified Cloudfinder in writing of the infringement claim without delay, (iii) that Cloudfinder is given the right to control the defence of such claim at its sole discretion, and (iv) that the Customer acts in accordance with Cloudfinder's instructions and provides reasonable assistance to Cloudfinder in relation to such defense. The obligation to indemnify only applies with respect to amounts the Customer is forced to pay due to a final and binding judgment or a settlement approved by Cloudfinder in writing.
- 6.7 In the event infringement of third party intellectual property rights is proven to exists, Cloudfinder shall at its sole discretion (i) secure the continuance of the relevant Services for the Customer, (ii) modify the relevant Services in such a way that infringement no longer exists, (iii), replace the relevant Services, or part thereof, with a corresponding service which does not infringe, or (iv) cancel the relevant Services and, with deduction for the Customer's reasonable benefit, repay the paid fees for the relevant Services to the Customer without interest.
- 6.8 Sections 6.6 - 6.7 constitute Cloudfinder's sole and exclusive liability in relation to the Customer as a result of infringement of third party intellectual property rights.

7. Fees

- 7.1 The Customer acknowledges and agrees that it is charged for its Subscription in accordance with the applicable periodical fee structure, including payment terms, set out [here](#) (the "Fee Structure"). Where a fee for a period is based on the number of

Customer User Accounts, such fee shall be multiplied with the number of Customer User Accounts registered at a given record day set out in the Fee Structure. For the purpose hereof, Customer User Accounts which are not actively used but are subject to e.g. back-up Service is to be considered as registered for the purpose of calculating the fees.

- 7.2 The basic fee set out in the Fee Structure allows for the use of the basic Services with the limitations (if any) set out therein. For additional Services or for Services above the limitations (if any) the applicable Admin Credentials provides for add-on Services to the Customer's Subscription which are charged in accordance with the then applicable Fee Structure.
- 7.3 All fees are stated in the Fee Structure are exclusive of any applicable VAT, taxes and other charges.
- 7.4 Cloudfinder reserves the right to amend the Fee Structure from time to time in which case section 12.3 below shall apply. Further, in the event a new TPS is made available for connection to the Services, Cloudfinder reserves the right, in addition to amending Fee Structure and instead of including such TPS connection in the basic Services, to make such TPS connection available as an add-on Service.
- 7.5 If the Customer has elected to pay for the Services by credit card, the Customer acknowledges and agrees that Cloudfinder for each relevant period is entitled to automatically charge the applicable fees on the relevant due date pursuant this section 7 using the credit card associated with the Subscription. An invoice accounting for the charged fees on the credit card will also be provided to the Customer. If the Customer instead has elected to pay for the Services against invoice, Cloudfinder is entitled to charge the applicable fees for the relevant period by sending an invoice on the relevant due date pursuant this section 7.
- 7.6 The Customer further acknowledges and agrees that Cloudfinder may suspend the access to any Services if, at any time, the Customer have not paid all fees that has become due hereunder to Cloudfinder. In the event Cloudfinder is unable to collect the fees owed, from the credit card associated with the Subscription or otherwise, Cloudfinder reserves the right to take any steps it deems necessary to collect such fees. The Customer will be responsible for all reasonable costs and expenses incurred by Cloudfinder in connection with such collection activity, including collection fees, court costs and attorneys' fees.
- 7.7 Any amounts not paid when due shall bear interest at the rate of one point five percent (1.5%) per month, or the maximum legal rate, if less.
- 7.8 If the event a Subscription is registered for a free trial (including pilot or beta Subscriptions), Cloudfinder will make one or more Services available on a trial basis free of charge until the earlier of (i) the end of the free trial period for which the Subscription was registered and (ii) the start date of any Services subscribed for without a free trial period. All provisions of these Conditions except the other sections of this section 7 relating to fees will apply during the free trial, unless otherwise specifically set forth herein. Any additional trial terms and conditions that has been provided or otherwise made available to the Customer are hereby incorporated into these Conditions by reference and are legally binding. The Services (or part thereof) may still be under development during the free trial and the Customer therefore acknowledges and agrees that the availability, performance and functionality of the Services (or part thereof) may be faulty during the trial period. Any Backed-Up Data saved during the free trial will be permanently lost unless the Customer purchases a paid Subscription to the same

Services as those covered by the trial or export such data before the end of the trial period.

8. The Customer's obligations, representations and warranties, etc.

8.1 The Customer undertakes to:

- (a) have access to such software, equipment and connection services which has been instructed by Cloudfinder for the use of the Services;
- (b) timely conduct the measures that are the responsibilities of the Customer in accordance with these Conditions;
- (c) adhere to Cloudfinder's instructions for the providence of the Services as published on the Site;
- (d) promptly provide the information and/or documentation in respect of the Subscription and Services that Cloudfinder reasonably requests and to reasonably assist Cloudfinder with such measures that may be necessary for Cloudfinder to fulfill its obligations in accordance with these Conditions.

8.2 The Customer agrees not to, and represents and warrants that it or its Users will not reproduce, duplicate, copy, sell, resell or exploit any portion of the Site or Services, including the Technology, nor use or access the Site or Services for any purposes other than for which the Site or Services are being provided to the Customer, or do any of the following:

- (a) conduct or promote any illegal activities while using the Site or Services;
- (b) attempt to reverse engineer or jeopardize the correct functioning of the Site or Services, or otherwise attempt to derive the source code of the software (including the tools, methods, processes, and infrastructure) that enables or underlies the Site or Services;
- (c) attempt to gain access to secured portions of the Site or Services to which the Customer does not possess access rights;
- (d) intentionally upload or transmit any form of virus, worm, Trojan horse, or other malicious code;
- (e) use the Site or Services to generate unsolicited email advertisements or spam, stalk, harass or harm another individual;
- (f) use any high volume automatic, electronic or manual process to access, search or harvest information from the Site or Services (including without limitation robots, spiders or scripts);
- (g) use any robot, spider, other automatic device, or manual process to extract, screen scrape, monitor, mine, or copy any static or dynamic web page on the Site or the content contained on any such web page for commercial use without Cloudfinder's prior express written permission;
- (h) interfere in any way with the proper functioning of the Site and Services or interfere with or disrupt any servers or networks connected to the Site or Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Site or Services; or

- (i) mirror or frame the Site or any portion thereof, place pop-up windows over its pages, or otherwise affect the display of its pages.

9. Disclaimers of warranties

9.1 Cloudfinder does not make any representations or warranties:

- (a) about protection of the Customer Data whatsoever;
- (b) that the Site and/or Services will meet the Customer's requirements;
- (c) that the Site and/or Services will be uninterrupted, timely, secure, or error free;
- (d) as to the results that may be obtained from the use of the Site or Services; or
- (e) that defects in the Site or Services will be corrected.

The Customer expressly acknowledges and agrees that its use of the Site and/or Services is at its sole risk.

9.2 Both the Site and Services are provided by on an "as is" and "as available" basis. Cloudfinder expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to, any warranties of merchantability, fitness for a particular use or purpose, non-infringement (other than as expressly set out in section 6.6-6.8 above), title, operability, condition, quiet enjoyment, value, accuracy of data and system integration.

9.3 The Customer acknowledges and agrees that any material or information downloaded or otherwise obtained through the use of the Site or Services is done at its own discretion and risk and that the Customer will be solely responsible for any damage to its computer services or loss of data that results from the download of such material and/or information. No advice or information, whether oral or written, obtained by the Customer from Cloudfinder through the Site, Services, or otherwise will create any warranty, representation or guarantee not expressly stated in these Conditions.

10. Limitation of liability

10.1 The Customer acknowledges and agrees that Cloudfinder is only willing to provide access to the Site and to provide the Services if the Customer agree to certain limitations of Cloudfinder's liability. The Customer understands that to the extent permitted under applicable law, in no event will Cloudfinder or its officers, employees, directors, parents, subsidiaries, affiliates, agents or licensors be liable for any indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of revenues, profits, goodwill, use, data, lost opportunities, or business interruptions or other intangible losses (even if such parties were advised of, knew of or should have known of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy), arising out of or related to the Customer's use of or access to, or the inability to use or to access, the Site, the Services or Backed-up Data, regardless of whether such damages are based on contract, tort (including negligence and strict liability), warranty, statute or otherwise.

10.2 The Customer's sole and exclusive remedy in the event of dissatisfaction with any portion of the Site of the Services is to discontinue use of the Site and the Services. Cloudfinder's total liability to the Customer for all claims arising from or related to the

Site or the Services is limited, in aggregate, to the amount of fees actually paid by the Customer for use of the Site or Services in the twelve (12) months prior to the date the claim arose.

10.3 To the extent that the parties may not, as a matter of applicable law, disclaim any implied warranty or limit liabilities, the scope and duration of such representation or warranty and the extent of Cloudfinder's liability will be the minimum permitted under such applicable law.

10.4 Without limiting the foregoing, under no circumstances will Cloudfinder or its licensors be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond their reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, or non-performance of third parties.

11. Indemnification

11.1 The Customer agrees to indemnify and hold harmless Cloudfinder, its parents, subsidiaries, affiliates, officers, directors and other partners, employees, consultants and agents, from and against any and all third-party claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees and court costs) that such parties may incur as a result of or arising from (i) any data or material originating from the Customer or its Users, including Backed-up Data, (ii) the Customer or its Users violation of these Conditions, (iv) the Customer's violation or infringement of any rights of any other person or entity, including intellectual property rights, or (v) any viruses, trojan horses, worms, time bombs, cancelbots or other similar harmful or deleterious devices or programming routines input by the Customer or its Users into the Site or Services.

12. Service, Modifications of the Services and Change of the Conditions

12.1 The Customer acknowledges and agrees that the Services (or any aspect of feature thereof) from time to time may be shutdown or disrupted for the purpose of scheduled and/or unscheduled service and maintenance of the Site and/or Services or other vital systems in relation thereto. Cloudfinder intend to notify any scheduled shutdown for service and maintenance in advance and will use reasonable efforts to minimize the shutdown period. Cloudfinder may maintain regular backups of data to recover from any software/hardware failures.

12.2 Cloudfinder may, in its sole discretion, upgrade, enhance, change and modify the Services, including by discontinuing a Service or any aspect or feature thereof, such as removing the possibility to connect certain TPS to the Services, (collectively, "Modifications"). Any Modifications will be subject to these Conditions. Cloudfinder will provide notice of changes to the Services which, in its reasonable judgment, are adverse and material changes. If such changes are not acceptable to the Customer, the Customer is free to forthwith terminate its Subscription within 90 days from the notification of the Modifications.

12.3 Cloudfinder further reserves the right to change and amend these Conditions, including the Privacy Policy. Such changes and amendments, which may be made in Cloudfinder's sole and exclusive discretion, will be notified to the Customer and will be

effective as from the 31st day thereafter. If such changes and amendments to the Conditions are not acceptable to the Customer, the Customer is free to forthwith terminate its Subscription within 90 days from the notification of the changes/amendments. However, if a change/amendment concerns the Fee Structure and the Customer has elected to terminate its Subscription as aforesaid, the previous Fee Structure shall apply during the notice period.

13. Term of Subscription

- 13.1 Unless otherwise specifically agreed, the initial term of a Subscription is twelve (12) months which term automatically will be prolonged with 12-months-periods unless terminated by either party with three (3) months prior written notice.
- 13.2 Cloudfinder reserves the right to forthwith terminate the Customer's Subscription in the event of the Customer's breach of these Conditions. Cloudfinder further reserves the right to discontinue its Services and thereby terminate all Subscriptions with three (3) months notice. It is further noted that the Customer may terminate its Subscription pursuant to sections 12.2 and 12.3.
- 13.3 Upon termination or expiration of the Subscription, the Customer will no longer have the right to access the Services, including retrieving the Backed-up Data through the Site. However, Cloudfinder shall to a reasonable extent assist the Customer in the transfer of the Customer Data to the Customer or to a third party designated by the Customer provided that the Customer requests such assistance within 90 days of the date of the termination or expiration of a paid Subscription. Cloudfinder is entitled to charge a reasonable fee for work and material in connection with such assistance. However, (i) after the transfer of Customer Data as aforesaid, (ii) after the 90-days period without receipt of any request to transfer Customer Data, or (iii) upon the expiration of a free trial that is not followed by a paid Subscription, the Customer acknowledges and agrees that Cloudfinder may delete any or all of the Customer Data.
- 13.4 If the Customer wishes to have all or part of the Customer Data deleted from the databases, the Customer may send a request hereof to Cloudfinder, specifying the requested deletions in detail. Within a reasonable time period after the receipt of the request, Cloudfinder will remove the relevant Customer Data. Upon deletion of Customer Data, it will be deleted from the active database, but may remain in Cloudfinder's archives. Cloudfinder will further retain and use information as necessary to comply with its legal obligations, resolve disputes, and enforce its agreements.
- 13.5 The Customer acknowledges and agrees that Cloudfinder will not be liable to the Customer or any other party for any termination of access to the Site or Services or deletion of Customer Data. Termination of the subscription will in no way modify, change or void any payment obligations the Customer may have incurred up to the date of termination through the Customer's use of the Site or any Services, whether such obligation is to Cloudfinder or a third party.

14. Third party content and other websites

- 14.1 Content from advertisers and other third parties may be made available to through the Site and/or the Services. Cloudfinder does not make any guarantees about the accuracy, currency, suitability, or quality of the information in such content, and Cloudfinder assumes no responsibility for unintended, objectionable, inaccurate, misleading, or

unlawful content made available advertisers and other third parties or violation of any third party rights related to such content.

- 14.2 The Site and/or the Services may contain links to websites not operated by Cloudfinder. Cloudfinder is not responsible for the content, products, materials, or practices (including privacy practices) of such websites. Cloudfinder makes no warranty, representation, endorsement, or guarantee regarding, and accept no responsibility for, the quality, content, nature or reliability of third party websites, products or services accessible by hyperlink or otherwise from the Site or Services. Cloudfinder's inclusion of links to such websites does not imply any endorsement of the materials on such third party websites or any association with their operators. The Customer is responsible for reviewing the privacy policies and terms of use of any other website visited.

15. Electronic communications and Notice

- 15.1 Cloudfinder is only able to provide the benefits of the Services to the Customer by conducting business through the Internet. For contractual purposes, the Customer (i) consent to receive communications from Cloudfinder in electronic form; and (ii) agree that all terms and conditions, agreements, notices, documents, disclosures, and other communications ("Communications") that Cloudfinder provides to the Customer electronically satisfy any legal requirement that such Communications would satisfy if it were in a writing. The Customer's consent to receive Communications and do business electronically, and Cloudfinder's agreement to do so, applies to all of the Customer's interactions and transactions with Cloudfinder. The Customer may also receive a copy of these Conditions by accessing the Site.
- 15.2 Cloudfinder may give notice to the Customer by email, a posting on the Site, or other reasonable means. The Customer must give notice to Cloudfinder in writing via email to info@cloudfinder.com or as otherwise expressly provided.
- 15.3 The Customer may, where applicable mandatory legislation so dictates, withdraw its consent to receive Communications electronically by contacting Cloudfinder. If the Customer withdraws its consent as aforesaid, the Customer must forthwith stop using the Site and Services. Such withdrawal of the Customer's consent will not affect the legal validity and enforceability of any obligations or any electronic Communications provided or business transacted between the Parties prior to the time the Customer withdraw its consent.

16. Miscellaneous

- 16.1 Sections 5, 6, 7, 9, 10, 11 and 17, as well as any other limitations on liability explicitly set forth herein, and Cloudfinder's proprietary rights in and to the Site, content provided by Cloudfinder, Cloudfinder's Technology and the Services, and any other provision which by its nature is intended to survive, will survive the expiration or termination of a Subscription and these Conditions for any reason.
- 16.2 These Conditions may not, wholly or partially, be transferred, assigned or delegated by the Customer and any attempted transfer, assignment or delegation is void.
- 16.3 The Customer acknowledges and agrees that Cloudfinder has the right hereunder to seek an injunction, if necessary, to stop or prevent a breach of the Customer's obligations hereunder.

- 16.4 The paragraph headings in these Conditions are included only to help make these Conditions easier to read and have no binding effect.
- 16.5 Any delay or failure to exercise or enforce any right or provision of these Conditions will not constitute a waiver of such right or provision. No waiver will have effect unless such waiver is set forth in writing and signed; nor will any such waiver of any breach or default constitute a waiver of any subsequent breach or default. These Conditions constitute the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes all prior oral or written understandings, communications or agreements.
- 16.6 If for any reason a court of competent jurisdiction finds any provision of these Conditions, or portion thereof, to be unenforceable, that provision of the Conditions will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of these Conditions will continue in full force and effect.

17. Governing law and Dispute resolution

- 17.1 These Conditions and the relationship between the Customer and Cloudfinder will be governed by the laws of Sweden, without giving effect to any choice of laws principles that would require the application of the laws of a different country or state.
- 17.2 Subject to section 17.3 below, any dispute, controversy or claim arising out of or in connection with these Conditions, or the breach, termination or invalidity thereof, (a "Dispute") shall be settled by a court of general jurisdiction where Cloudfinder has its corporate domicile. For this purpose, each of the parties hereby irrevocably and unconditionally submits, for itself and its property, to the jurisdiction of the court referred to above and any appellate court thereof and, further, agrees that a final judgment shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
- 17.3 Notwithstanding the foregoing, where the Customer has its corporate domicile in a country without any established legislation in force which allows for the enforcement of judgments rendered in a country where Cloudfinder has its corporate domicile, the Dispute shall instead be referred to and finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC"). 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. The seat of arbitration shall be Malmö, Sweden and the language to be used in the arbitral proceedings shall be English.
- 17.4 Notwithstanding sections 17.2 and 17.3 above, in the event of default in payment of any fee pursuant to section 7 above, Cloudfinder reserves the right to enforce its rights to collect the missing payment in any court or relevant authority in the country of the Customer. Additionally, notwithstanding section 17.2 and 17.3, either party may seek emergency equitable relief before any relevant court in order to maintain the status quo pending the court's or the SCC's ruling pursuant to sections 17.2 and 17.3 (as the case may be), and hereby agrees to submit to the jurisdiction of such courts. A request for interim measures shall not be deemed a waiver of sections 17.2 and 17.3.

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These Conditions were last updated on October 30, 2012