

PrivacyWorks General Terms & Conditions

These general terms and conditions apply to services provided by Privacy Works Nordic AB, 559143-2728 ("PrivacyWorks" or "We") to its customers ("You") unless otherwise agreed in writing between us.

1. We will perform and provide our services diligently and professionally as required by the engagement. Our assignment covers the matters agreed upon with You, but for clarity it is noted that our services never include advice regarding tax legislation or tax-related considerations. We may engage subcontractors for the provision of the services, but will remain liable towards You for the acts or omissions of any such subcontractors.
2. Both parties will endeavor to inform each other and communicate openly about the engagement and risks involved with it. You agree to deliver the required information, comments and material to us timely so that We can perform our services effectively, timely and diligently.
3. We may agree on a fixed fee for certain tasks or for the engagement. Unless fixed price is agreed, our pricing will be hourly based. The estimates that may be provided are non-binding. We will invoice our services monthly. Payment term is twenty (20) days. The prices do not include VAT, which will be added to our prices in accordance with the applicable laws and regulations. Our pricing does not include any external costs or charges that We may incur as a direct result of Your instructions. Such costs and charges will be invoiced separately. If payments are delayed, You are obliged to pay interest and collection charges in accordance with Swedish law.
4. Our maximum liability for any engagement is limited to the overall fees payable for the respective engagement or to two hundred thousand (200,000) euros, whichever is lower. The amount of any liability shall be reduced by any amounts that may be obtained from any insurance taken out by You, or from any contractual or indemnity undertaking made in favor of You. Under no circumstances will either party be liable to compensate any indirect or consequential losses or damages or loss of opportunity, profits, data or revenue unless the respective party has been acting with gross negligence or intentionally caused damage as defined under Swedish law.
5. We may offer third party software, systems or electronic workspaces to collaborate more efficiently with You. Such systems will be offered based on generally acceptable security requirements and technical solutions. You are advised to verify that You are satisfied with the security level before You take such systems into use.
6. We do not disclose any confidential information that We may receive from You to any third party other than as may be required to provide our services to you. Unless otherwise agreed, We may disclose in our marketing material and on our web pages that We have acted for You without revealing the details of the individual engagement.

7. Copyright and any other intellectual property rights in all work products that We generate vest in us, although You have the right to use such work products for the purposes for which they are provided.
8. PrivacyWorks is a controller of personal data provided in conjunction with the assignment. We may also supplement personal data by obtaining information from private or public registers. We process personal data for administration and performance of assignments. Personal data may also be used as a basis for our market and client analyses, business and methods development, and for marketing purposes. By engaging us, You are considered to have accepted that We will collect, store, process and use Your personal data for the purposes set out above. If You have any questions about our personal data processing or require information on the personal data about You that we process, You are welcome to contact us.
9. In consideration of the services provided to You under this Agreement, You agree that during the term of this agreement and for a period of one (1) year thereafter, You will not hire or solicit or assist in hiring or soliciting, or offer contract /employment directly or indirectly, or induce any personnel of PrivacyWorks to leave the services of the company, without the prior written consent of PrivacyWorks.
10. Both parties can terminate the engagement with a written notice at any point of time unless otherwise agreed. If the engagement is terminated and the termination is not a result of a breach of these terms and conditions by us, You are liable to compensate PrivacyWorks for the work performed under the engagement until the time of termination as well as any costs and charges incurred by us that directly relates to the engagement.
11. The engagement and relationship between PrivacyWorks and You shall be governed by and construed in accordance with the laws of Sweden. Any dispute, controversy or claim arising out of or relating to the engagement, relationship and/or these terms contract, or the breach or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Swedish Chamber of Commerce. For the purposes of such arbitration: (a) The number of arbitrators shall be one; (b) The seat, or legal place, of arbitration shall be Stockholm, Sweden; and (c) The language to be used in the arbitral proceedings shall be English.