



Terms and conditions for Dataväxt's products and services

DATAVÄXT

Terms and conditions for products and services (version 2018:1)

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Dataväxt AB, Hyringa Hedåkers Säteri 3, SE-467 95, Grästorp, Sweden (556733-2969)
("Dataväxt")

Thank you for using our products and services. By using our products and services you accept these terms and conditions. We have the right to unilaterally change these terms and conditions and, in the case of changes that are not purely editorial, we will inform you before the changes enter into force and ask you to approve the changes. You will then have the option, if you do not approve the changes, to terminate the agreement with us with immediate effect.

1. Using our products and services

You are only allowed to use our products and services in accordance with our instructions and manuals and, when we provide a user interface, only through this user interface. You are only allowed to use our products and services in accordance with current law. We may cancel or cease to provide you with our products and services if you fail to comply with our terms and conditions or if we suspect irregularities.

2. Intellectual property rights

All intellectual property rights to our products and services, and to the other content on our website, are owned by Dataväxt or third parties. By using our products and services, you do not acquire any proprietary or intellectual property rights to them. The same applies to any other content you access through our website. As a user and subscriber, you are granted a non-exclusive, non-transferable, time-limited licence to use the product or service, without the right to sub-licence it to a third party. You may not, under any circumstances, copy, modify, distribute, sell or lease any part of the product or service. You may not use third party content from our services unless you have obtained permission from the content owner, or are entitled to use it by law or agreement. These terms and conditions do not entitle you to use any trademarks or logos used for or in connection with our products and services. You are not allowed to remove, hide or modify any logos etc.

3. Your user account

If you have a subscription with us, as the owner of the subscription you are also the account administrator and can assign, inactivate and reactivate users and give them different permission levels (included in each service). Each user and administrator accesses the service by logging in via a personal account.

4. Ownership of data

All data collected through your own use of Dataväxt's products and services are owned by you as a user and subscriber. Although Dataväxt does not acquire ownership of data it may use the data in the manner described in Clause 5.

5. Personal data processing

5.1 Data Controller

Dataväxt is the data controller for the processing of personal data that takes place when Dataväxt's products and services are used. Dataväxt processes personal data in accordance with applicable data protection legislation.

5.2 What personal data are processed?

The personal data processed about you are, for example, your name, personal identification number, company registration number, telephone number, e-mail address, address, credit details, credit assessments, account status, movement patterns, geographically linked information, information about use of services and products offered via Dataväxt's products and services and business done via Dataväxt's products and services, coordinates for production and delivery addresses as well as production profiles for your business, including information about, for example, area and production orientation and equipment.

5.3 What purposes are the personal data used for?

Dataväxt processes personal data for the following purposes:

- a) To administer our customer relationship with you, including providing you with information and managing invoicing;
- b) To provide, maintain, test, improve and develop our digital services and the platform used to supply them;
- c) For marketing purposes, including e-mail marketing by e-mail and texts (sms/mms) (which you can opt out of by following the link included in each e-mail). Direct marketing may to some extent be customised for you based on a few parameters, such as the size of your farm and what you produce;
- d) To analyse and group our customers by selection, prioritisation and preferences, which means that so-called profiling takes place, in order to provide relevant and customised information, adverts and offers. It is also possible that data derived from the use of different digital services from Dataväxt, or from other business you have had with Dataväxt, are merged for this purpose;
- e) To develop Dataväxt's products and services;
- f) To obtain (de-identified) statistics concerning the use of our digital services.

5.4 What is the legal basis for the data processing and when will the data be erased?

Your personal data will be processed for the purpose of fulfilling our contractual obligations with you or when Dataväxt has a legitimate interest in doing so, for example to send you marketing, which may to some extent be customised based on a few parameters, such as the size of your farm and what you produce. Your personal data are also processed to comply with Dataväxt's legal obligations.

Dataväxt needs to obtain your consent for customised marketing and merging personal data pursuant to Clause 5.3 (d). We ask for your consent the first time you log in to any of Dataväxt's products or services. If you do not provide your consent, or withdraw your consent by contacting us at info@datavaxt.se, your personal data will not be processed for this purpose.

When the data are no longer needed for the purpose for which they were collected, your personal data will be erased in accordance with Dataväxt's erasure procedure.

5.5 Restrictions on disclosure of data

Dataväxt discloses personal data to third parties outside Dataväxt's group when necessary to fulfil an obligation by law, regulation or public authority decision. Dataväxt may also hire external partners who need access to personal data in order to perform their assignments for Dataväxt. The seller's partners may be present both inside and outside the EU/EEA. Companies processing personal data on Dataväxt's behalf are always required to sign a data processor agreement with Dataväxt. Specific safeguards are implemented with regard to suppliers outside the EU/EEA, such as entering into agreements that include the standardised model clauses for data transfer adopted by the EU Commission.

5.6 Rights

Under certain circumstances, you have a right to request access to and rectification of personal data, to object to processing and have the processing restricted, as well as a right to data portability. If you wish to exercise any of these rights, please contact Dataväxt using the contact details listed below. You also have the right, at any time, to submit a complaint to the relevant supervisory authority if, in your view, your personal data has been processed in contravention of applicable data protection legislation.

5.7 Contact details

If you have any questions concerning how Dataväxt processes your personal data or wish to exercise your rights, please contact Dataväxt at info@datavaxt.se or via:

Dataväxt AB

Address: Hyringa Hedåkers Säteri 3, SE-467 95 Grästorp, Sweden

Tel.: +46-(0)514-65 02 00

6. Modifying and terminating our products and services

We continuously change and improve our products and services. We have the right - without you having a right to compensation - to add or remove functions and add/impose restrictions on use. We also have the right to cancel the provision of our products and services altogether. In the event our provision of the product or service is cancelled, we will, whenever practicable, provide you with reasonable notice and a chance to retrieve your data from the product or service before it closes. If we cancel the provision of our products and services completely, the only compensation you will be entitled to receive is reimbursement of fees for the time period you are unable to use the product or service. You can, in connection with the annual renewal date, and with a notice period of at least 30 days, terminate your subscription for products and services. Please note that, depending on your specific agreement, the notice period may be longer than 30 days.

7. Our warranties and liabilities

Although we have developed our products and services with professional expertise and care, they are supplied without any warranties or promises as regards content, specific features, reliability, availability or ability to meet your needs. We therefore supply our products and services 'as is'. Nor do we provide any warranties as regards our ability to supply the data you store with us. You agree that our sole liability for faults in our products and/or services is an obligation - in the event we are no longer able to supply the product/service - to refund unused fees. We bear no liability for any indirect damage you may incur. Our total liability for faults and damage to you shall never exceed an amount equal to the annual fee you pay for the product or service you use from us.

8. Force majeure

We assume no liability for the service or the stored data in the event of causes beyond our control, such as natural disasters, acts of government, strikes, war, civil unrest, virus attacks (meaning a phenomenon



initiated by third parties in order to put pressure on, change, destroy or threaten to destroy data or software) or court rulings.

9. Export controls

Our products and services may be based on materials governed by US, EU and/or Swedish export control regulations. You undertake not to re-export such material in violation of the relevant export control regulations.