

# Service Contracts and Documents

- [Examinare General Terms of Service Agreement](#)
- [BFI / Examinare Hosting Terms and Conditions](#)

# Examinare General Terms of Service Agreement

## 1. GENERAL

1.1 This general agreement regulates the terms and conditions agreed upon between the Client and Examinare AB (EXAM) regarding the subscription of an account in Examinare and services/features relating thereto.

1.2 The Client is a private person or a juridical person(Business).

1.3 The Client subscribes to at least one account during the agreed subscription period.

1.4 The functions and services included in the account are set out on the Examinare website or on invoices.

1.5 Within the scope of this general agreement an unlimited number of surveys can be made on the account.

1.6 Surveys on a specific account are limited to that organisation, or if the Client is a natural person, the organisation holding the account and which the Client is a part of.

1.7 In case of the account usage exceeding the limitations of the subscription an extra fee will be charged in accordance with at any time current prices.

1.8 The Client has total ownership of the Data including Questions, Results and Contacts. The Client can download Data from the system in form of RAW Data in available download options in the Examinare system. When cancelling an account in Examinare the data will be saved for 14 days then removed from the Examinare system. Examinare, however, have access to Data for Support, Backups etc. according to the clauses in this Contract.

## 2. SUBSCRIPTION PERIOD

2.1 The subscription period starts when the account is set up.

2.2 The agreement runs for the subscription period chosen by the Client at the time of the order.

2.3 The account ends automatically at 24:00 (Timezone Europe/Stockholm) the last day of the subscription period.

2.4.a If the Client has signed an agreement for yearly billing the subscription period is automatically extended and billed not later than 30 days before the end of subscription period. Cancellation needs to be done 90 days before subscription period ends. Failure to do so will result in responsibility to pay the full yearly amount.

2.4.b If the Client is ordering their account and paying monthly online the subscription is extended automatically every 30 days to the prices shown on the website.

2.5 EXAM has the right to annul the agreement if the Client is in breach of the agreement. In this case no refunds will be made.

2.6 The Client has the right to cancel this agreement with immediate effect within twenty-four (24) hours of the start of the subscription period. Such cancellation must be made in writing and be submitted via fax.

## 3. PAYMENT

3.1 Fees for the subscription services are invoiced according to contract details yearly, monthly or quarterly in advance, twenty (20) days net, unless otherwise agreed between the parties.

3.2 If EXAM has not received payment within five (five) days of sending a reminder by e-mail and post, the account will be closed until full payment has been received.

3.3 Interest on overdue payment will be charged in accordance with Swedish law. Reminder and collection fees will be charged when applicable.

3.4 The Client must within seven (7) days of the invoice date report an incorrect invoice to EXAM. The Client's right to dispute the invoice is forfeit should the complaint not be made on time.

3.5 Any changes of fees will be notified at the extension of the subscription period. Such a change of fee applies from the first day of the extended period.

3.6 The Client has the right to annul the agreement if the fee is increased. The cancellation must be made in writing and not earlier than the day of the fee increase.

3.7 EXAM has the right to with immediate effect increase a fee if the increase is directly assignable to a change of foreign exchange, tax or other circumstances beyond the control of EXAM that affect the costs of the agreed services.

3.8 Invoices are sent electronically to the Client's e-mail address at the same time the account is created. Invoices will not be sent by post to Clients with postal addresses outside Sweden.

3.9 Refunds of subscription fees will only be made when the cancellation of the subscription is due to serious interruptions of the services for which EXAM is responsible. Refunds are only made for the interrupted period.

## 4. TRANSFER

4.1 The Client has the right to transfer the subscription only after the approval of EXAM.

4.2 The transfer will not be effective until a written transfer agreement, signed by both of the transferring parties, is received and approved by EXAM. When the transfer is finalised the party who transferred its account is not responsible for any future fees connected with the account.

## 5. RESPONSIBILITIES OF EXAM

5.1 EXAM is not responsible for situations where the Client's Examinare users are not able to access Examinare due to incorrect use of Examinare or errors of a third party.

5.2 EXAM is not responsible for or liable to pay damages for direct or indirect damages or losses of data and information due to errors, interrupted deliveries, stoppages or interruptions outside the control of EXAM, including but not limited to accidents, fire, explosion, war, riot, thunder, flooding, extreme weather, labour dispute or omission or negligence from a governmental body or from another third party. EXAM cannot be held responsible or liable to pay damages if intrusion is made into the computer systems of EXAM or EXAM's suppliers and access to information and files belonging to the Client access to, changes to or the deletion of such information and files are made.

5.3 EXAM and its suppliers have the right to search the Client's information and data for system maintenance purposes and the control of issues as per paragraph 7.2. EXAM has the right to move and copy information and data for technical purposes such as, but not limited to, back up and server changes. This is not refundable interruptions to the services.

5.4 EXAM handles all client information as confidential and will not hand over information to a third party with the exception of suppliers when the Client orders extra features where EXAM's suppliers are involved. EXAM and its suppliers will only hand out information on request from governments, police or equivalent bodies upon requests.

## 6. RESPONSIBILITIES OF THE CLIENT

6.1 The Client is responsible for all information on its account.

6.2 The Client will supply its own pictures, media, questions, file uploads and logotypes. The Client is also responsible for the information entered into the account. EXAM will not be held responsible for any violations of copyright law or any illegal actions within the account or in the material supplied by the client or recipients of the Client.

6.3 The Client undertakes not to attempt to get, unlawful access to information, computers or computer resources belonging to EXAM or its suppliers.

6.4 The Client is responsible for all actions made from or connected to the account and services.

## 7. POLICY

7.1 To minimize an illegal use of Examinare accounts, EXAM has the right to a discretionary consideration as per the rules in paragraph 7.2.

7.2 Violation of any of the below rules will give EXAM the right to close the Client's account/accounts without any refunds or other compensation.

Client are not permitted to:

- Spread or publish unlawful, unethical or racist information or to instigate the spreading or publication of the same.
- Spread or publish pornography, sell sexual services or to instigate the before mentioned.
- Break or instigate the breaking of the laws of Sweden or any other country.
- Harass individuals, companies, organisations governmental bodies or equivalent organisations or bodies.
- Act in a way that will negatively affect the service, the technology behind the service, third parties or the internet.
- Spread or send SPAM, chain mail or equivalent.
- Unduly access server software or hardware not connected with the service.
- Act in a way that will negatively affect EXAM or its clients.
- Access or attempt to access EXAM's systems or through EXAM's system access or attempt to access other systems.
- State and supply incorrect information when ordering or contacting EXAM.
- Sending SMS or make automated calls to people that have not given consent.

## 8. STORING OF PERSONAL DATA.

8.1 The Client by approving this Service Agreement gives the approval of our Security and Integrity Policy described in [multiple documents linked here](#).

8.2 The Client also approves that partners to EXAM are allowed to access the Clients information and account to be enabled to support The Client in its usage of the service. [All data is controlled according to information linked here](#).

8.3 When approving this General Terms of Service Agreement you also approve the [Examinare Personal Data Assistants Agreement](#). If you need a signed copy of the [Examinare Personal Data Assistants Agreement](#) then we refer to 14.1 of the [Examinare Personal Data Assistants Agreement](#).

## 9. CHANGES TO AGREEMENT

9.1 EXAM reserves the right to change this agreement without notifying the Client. The new agreement will be published on <https://oracle.examinare.biz> and/or published on Examinare websites.

## 10. DISPUTES

10.1 Disputes between EXAM and the Client arising from this agreement shall in the first instance be solved directly between the parties. Has no resolution been reached within three (3) months from when a party gave notice to the matter in question the dispute shall be determined by Swedish court. The Kristianstad district court has exclusive jurisdiction.

The decision of the Kristianstad district court cannot be appealed.

## 11. SUPPORT

11.1 The EXAM support is available on telephone number locally (published here: ) on weekdays at 09:00 to 12:00 and 13:00 to 17:00 GMT +01:00, excluding Swedish national holidays. Email can be received 24 hours per day. Support matters received outside of office hours will be answered no later than the next working day.

# BFI / Examinare Hosting Terms and Conditions

## § 1. General

1.1 These Terms govern the relationship between the Customer and Examinare Hosting also known as Buy From Internet Sweden ("BFI"), part of Examinare AB, Org. No. 556773-2598 (Examinare / Examinare AB), with regard to the service chosen by the Customer (hereinafter referred to as the "Service"). The service may, depending on the Customer's order, include web hosting, domain name, Dedicated Server, VPS, Email Hosting, Feedback Project Hosting, Dashboard Hosting and Extra Services or any other web hosting relative service offered by BFI at any given time.

1.2 BFI is a part of Examinare and trades in the legal name of Examinare AB, but is referred to as BFI/Buy From Internet/Buy From Internet Sweden. Therefore, billing communication and other customer communications might be branded with Examinare brand or BFI brand.

1.3 This Agreement does not cover services offered by Examinare brands except for BFI (Buy From Internet).

## § 2 The service

2.1 The content of the Service is specified in separate order confirmation/invoice.

2.2 BFI reserves the right to change the scope and content of the Service or to terminate all or part of the Service, if it is called for technical reasons or by law or other government provision. The Customer is always entitled to terminate the Agreement upon such change.

2.3 BFI provides support for the Service during the subscription period by either telephone or e-mail and information on the BFI's website ([www.buyfrominternet.com](http://www.buyfrominternet.com)). Processing time may be affected, when in some cases we are dependent on third parties and may be referred to third-party channels.

2.4 Customer information and customer details may be provided to third parties, when they are necessary for the service to function. For example DNS data to providers for registration etc.

2.5 Domain names are registered in the Customer's name and are held by the Customer. However, BFI reserves the right to act as administrative, technical and/or billing contact for domain names in so far as BFI deems it necessary.

2.6 BFI is entitled to sign all domain names registered by BFI for the Customer with the DNSSEC security supplement.

If Customer does not want to use this extension, it can be disabled in the BFI Customer Zone.

2.7 The customer must be at least 18 years old to order the Service.

## § 3 Contract period for the Service, etc.

3.1 The service runs according to the period chosen by the Customer in connection with the order, starting from the date the confirmation has been issued by BFI. If the Agreement has been concluded at a distance, e.g. via the Internet, the Customer has the right to terminate the Agreement by notifying BFI within 30 days of the date of the order confirmation.

3.2a However, what is stated in point 3.1 on the right of withdrawal does not apply to the service domain name, if the Customer requests the completion of the Agreement by BFI during the withdrawal period or if the Customer begins to use the service by, for example, paying advance invoice or by signing in BFI Customer Zone.

3.2b However, when ordering an account with BFI for usage together with Examinare Service, for example, a Dashboard Hosting or other Examinare Service, the cancellation period in 3.1 is not valid.

3.3a The agreement terminates by termination or by failure to make payment for the future period. Cancellation can be done by logging in to BFI Customer Zone. A termination can also be done by e-mail. In case of termination that does not happen through BFI Customer Zone, the customer number and personal or organization number must be stated.

3.3b In the case of subscription payable by month, quarterly or yearly in advance, the subscription has to be cancelled 45 days before next renewal. If cancelled in less than 45 days prior to next billing period, the invoice has to be paid before cancellation is fulfilled.

3.4 If the Customer wishes to change the subscription period, such request should be submitted to BFI before 45 days of next invoice or the current subscription period expires. Any outstanding invoices should also be paid. Change of subscription period enters into force, when BFI sends an invoice confirming that the change in the subscription period has been completed.

3.5. Each party is entitled to terminate the Agreement in writing by e-mail or letter immediately, if the other party commits a material breach of contract and/or (2) a party being bankrupt or liquidated. Furthermore, BFI has the right to terminate the Agreement with immediate effect, if it is reasonable to assume that continued dissemination of information in the Service is contrary to law or other statutory authority, if BFI is caused by malfunction which may reasonably be assumed to be due to errors or technical disturbances attributable by the Customer or the Customer Abuses BFI support.

3.6 In all cases, where BFI is entitled to terminate the Service for Immediate Termination, BFI may also terminate the Service pending further investigation. BFI also have the right to turn off the Service as a result of a police report, investigation, dispute or the like regarding BFI Service, assessing that this is necessary to prevent possible continued crime or to make changes that may make the case difficult. BFI also has the right to turn off the Service, if Customer's installation is outdated or contains security shortcomings. BFI also owns the right to update the installation to the Customer without notifying this and it is not a valid cause for cancellation.

3.7 Upon termination of the Service, BFI has the right to inform this via the Customer's website or by e-mail. Upon re-activation of the Service, the Customer is charged a reactivation fee.

## § 4 Fees for the Service

4.1a In the case of a current billing contract the fees for the Service will be in the form of prepayment on the invoice. Payment must be made no later than 20 days after the invoice date, but before the Service expires. The customer is responsible for the match of correct payment information, when payment is done.

4.1b In the case of subscription by prepayment with the credit card the customer is responsible to keep its credit card information updated and to make sure the payment amount for the services is approved, when making payment.

4.2 In the case of using billing contract according to 4.1a, invoices are sent within 45 days before the extension of Service. In the case of subscription prepayment according to 4.1b, the payment will be tried exactly 30 days since the last successful payment. After payment has succeeded or denied, BFI will send an invoice (if successful) in the form of a VAT invoice already regulated by Credit Card or a reminder of unsuccessful payment by Credit Card. BFI is not responsible for the renewal of the Service, if the Customer has not paid the invoice for renewal or the subscription has denied payment after 3 tries (1 per day). In case BFI cannot renew the Service, the Customer is responsible for the renewal.

4.3 BFI is entitled to turn off the Service, if Customer fails to pay in due time or has not paid full payment, provided that at least one payment reminder or warning has been sent to the Customer, either by e-mail or by letter. Upon termination of the Service, BFI has the right to inform about this via the Customer's website or e-mail. Upon re-activation of the Service, the Customer is charged a reactivation fee.

4.4 The Customer will notify BFI as soon as the invoice is deemed incorrect. If the Customer has objected to the invoice in time and has submitted a substantive reason for the charge, BFI will grant a suspension with the payment of the disputed amount. Granted severance is payable on the part of the amount of debt that the Customer is obliged to pay.

4.5 BFI is entitled to charge interest on late payment according to Swedish Interest Act from the due date and until payment has been completed. Not applicable, if payment has been done by subscription according to 4.1b.

4.6 Charge change may only take effect in connection with a new subscription period. The fee increase requires that BFI sends written notice to the Customer at least 30 days in advance, by e-mail or letter or through information on the BFI website. Tax reduction does not need to be announced in advance.

4.7 Temporary promotional prices do not affect fees for ongoing Services.

4.8 Repayment of fees for domain names does not occur.

4.9 In the event of BFI terminating the Service in advance due to the Customer's breach of contract according to section 3.5, no paid contribution will be refunded for the current or future period.

4.10 Service is not renewed as a result of non-payment and / or termination expires immediately, except for domain names, which remain for a quarantine period up to 90 days before they are derecognised. During this time, Customer may re-enable the Service at a cost.

4.11 Incorrect payments from the Customer, such as overpayments, payments on credited invoices, etc., are recorded as a credit on the Customer's account. The credit amount can be used for payment of future invoices. If the Customer has not used his credit within 2 years of the date on which the payment was registered on Customer's account, it expires, unless the Customer is deemed to be a Consumer under Swedish Distribution and Home Sales Act (2005: 59) and the credit exceeds 100 Euro. Repayment of unpaid credit will be made at the customer's request.

4.12 Payment for PREPAID is registered as a credit on the Customer's account and can be used for payment of future invoices within 2 years since regulated payment. Refund of PREPAID will not be made.

4.13 In case if Customer orders services from BFI's partners, Customer is solely responsible for the payment of any costs attributable to such service.

## § 5 Transfer of the Service etc.

5.1 The Customer may transfer the Service to BFI after BFI consents. A transfer will be carried out in accordance with the rules in force at any time. Information can be obtained from BFI Support. A transfer may be effected from the date on which BFI informs the Customer that BFI has granted the transfer. The defaulting party is liable for liabilities incurred before a transfer has been made. The accruing party is liable for payment of obligations arising after a transfer has been made. The withdrawing party is required to settle any outstanding debts owed to BFI before the incoming party may take over the Service.

5.2 The Customer will not, in whole or in part, pledge his / her rights and/or obligations under the Agreement to another without the permission of BFI.

5.3 BFI may transfer the Service to another company that may reasonably be expected to observe the rights and obligations of BFI to the Customer.

## § 6 BFI's responsibility

6.1 BFI and/or subcontractor is entitled to take action affecting the availability of the Service, if it is called for technical, maintenance, operational or security reasons, or due to law, authority or decision taken by the competent registrar for relevant top-level domain names or designated competent organization by such registration unit. Compensation for inaccessibility during maintenance is not paid.

6.2 BFI is responsible for errors in the Service, which means that it does not meet the agreed specification. Inaccurate discrepancies, as well as restrictions on accessibility as BFI are entitled to do under these General Terms and Conditions, are not considered as wrong.

6.3 If, as a result of errors caused by BFI, the Customer has not been able to use the Service, the Customer is entitled to a reduction in the applicable fee corresponding to the extent of the error. Such a reduction will be made in view of the time during which the error occurred in relation to the current fee for the Service. Claims for reduction must be made in writing no later than 30 days after the error has been rectified.

6.4 BFI is responsible only for damages caused by negligence of BFI and liability, unless intentional or gross negligence caused by BFI caused damage, will be limited to direct losses to a total amount corresponding to the fee for the current subscription period. BFI is not liable for indirect damage such as loss of profits, loss of turnover, loss of information, nor corruption of information due to third party's unauthorized intrusion into BFI's computer resources.

6.5 The amount limit specified in section 6.4 does not apply to the Customer, which is regarded as a Consumer under Swedish District and Home Sales Act (2005: 59).

6.6 Claims for damages will, in order to be valid, be made within a reasonable time after the Customer noticed or ought to notice the reason for the claim.

6.7 BFI does not delete customer information as long as the Service is active, unless the Customer expressed a wish for this and strengthened his identity. However, BFI reserves the right to transfer information to other data media for systemic reasons. Product-specific information is, however, deleted in case of downgrading or transferring the Service. However, information that belongs to a specific domain name is deleted, during deletion of a domain name in the Service. BFI serves the right to keep customer data, if the Swedish or other international law requires it.

6.8 Although BFI provides backup, there is no guarantee that the backup will work properly and that the content will be completely restored or formatted correctly. Customer is solely responsible for arranging separate backup of the data Customer considers to be of value to the Customer.

6.9 From time to time, BFI may stop supporting parts of the Service ("End of Life"). When components of the Service come to an End of Life, BFI will replace them with comparable components, if possible. An End of Life is not a violation of the Agreement.

6.10 BFI handles all customer information as confidential and in accordance with applicable data protection legislation. Information about how BFI (Examinare AB) handles personal data is available on Examinare Data Protection page, <https://oracle.examinare.biz/books/integrity-and-security>.

6.11 BFI has the right to access all information handled in the Service in order to fulfil their rights and obligations under the Agreement.

6.12 If the Customer, or BFI's other customers or systems are put at risk, then BFI is entitled to correct security holes in the Customer's code to prevent harm. If the security holes are major (require more than 20 minutes of interaction to fix), then BFI is entitled to fix the cause at a cost billed according to the agreement. If the Customer is denying the cost, then BFI has the right to make the customers cost non-accessible behind a temporary firewall or other means until the Customer has fixed the cause themselves.

6.13. BFI also reserves the right to leave such code and software, as BFI may reasonably consider being harmful to BFI and/or BFI's customers and/or third party systems for analysis. Such third parties will observe confidentiality. In case analysis indicates that the code is harmful, BFI is entitled to remove this code from the Service or take actions according to 6.12.

6.14 BFI is entitled to make security checks of customer services on a daily basis to reduce the risk of spread of

malicious code and software, malfunctions, or the like.

## § 7 Customer Responsibility

7.1 The Customer is responsible for the information managed by the Service provided by BFI or external parts related to the Service does not infringe on third party rights or otherwise violates applicable Swedish legislation.

7.2 The Customer undertakes not to use resources or seek unauthorized access to BFI's or Hired Subcontractor's Systems, which are not intended for the Customer, nor otherwise act in violation of applicable law in the use and / or registration of the Service, and not to spread computer viruses or any other form of malicious code.

7.3 The Customer undertakes to use the Service in a manner that maintains the safety of BFI's services and networks, e.g. by uploading software that has proven safe, installing patches, and not sharing passwords.

7.4 When information may be provided by third-party users on web pages covered by the Service, the Customer is responsible for having such access to information that continued disclosure is prevented as required by applicable legislation.

7.5 The Customer is responsible for ensuring that sexually explicit information does not appear on web pages covered by the Service. Domain names that are covered and administered by the Service may also not point to, forward to or otherwise be related to the sexually explicit material.

7.6 The Customer is responsible for the domain names entered and administered under the Service to the Customer.

7.7 The customer must always have accurate, updated information registered with BFI, so BFI can identify the Customer. It should be clear from the customer zone and/or web pages, which physical or legal person is responsible for the page's publication.

7.8 The Customer undertakes to always have a valid e-mail address to the authorized contact person with the Customer registered in the Service. This e-mail address is used by BFI for important messages regarding the Service.

7.9 The customer confirms the obligations imposed by ICANN or other top level registrars as a representative for domain name registration. The Customer further confirms that TLD Registrar will be held invalid for any claims that are attributable to domain names registered under these Top Domain Names. BFI will never be held liable for transferring, shutting down or otherwise affecting the Domain Service and required by the terms set by ICANN, or other Top Registrar Registrar.

7.10 The Customer will use BFI Customer Zone or other BFI approved tools to administer their users regarding the Service. In no event will the Customer use any other portal for this purpose, as this may cause mistakes with the Customer and BFI. In the event that such an error occurs, the Customer is responsible for making corrections without delay.

7.11 The Customer may delegate the operation of web design, update, etc. to any other natural or legal person. This does not, however, limit the Customer's liability under the Agreement.

7.12 The Customer accepts BFI / Examinare AB as a Personal Data License Agreement for all Services that the Customer uses. The Customer alone is responsible to sign the Examinare AB's (BFI) Personal Data License Agreement through online signature to get a valid agreement. The signature process is provided at no cost, but the customer is solely responsible to sign the agreement. Failure to do so may implicit costs in form of fees regarding non-existent agreement and BFI / Examinare AB is not responsible for these fees.

7.13 The customer is responsible for the possible integration of the interfaces. BFI provides data management, such as SFTP, email system, database access and the like. BFI is not responsible for incorrect errors in integration, related maintenance, malfunctions or other events that affect Customer Integration.

## § 8 Amendments and Attachments to the Agreement

8.1 BFI reserves the right to change this agreement without notifying the Client. The new agreement will be published on <https://oracle.examinare.biz> and/or published on BFI/Examinare AB websites.

8.2 When approving this BFI / Examinare Hosting Terms and Conditions you also approve the [Examinare Personal Data Assistants Agreement](#). If you need a signed copy of the [Examinare Personal Data Assistants Agreement](#) then we refer to 14.1 of the [Examinare Personal Data Assistants Agreement](#).

## § 9 Other

9.1 Disputes between BFI and the Client arising from this agreement will in the first instance be solved directly between the parties. Has no resolution been reached within three (3) months from when a party gave notice to the matter in question, the dispute will be determined by Swedish court. The Kristianstad district court has exclusive jurisdiction.

The decision of the Kristianstad district court cannot be appealed.

## 10. SUPPORT

10.1 BFI support is available on telephone number locally (published here: ) on weekdays at 09:00 to 12:00 and 13:00 to 17:00 GMT +01:00, excluding Swedish national holidays. Email can be received 24 hours per day. Support matters received outside of office hours will be answered no later than the next working day.