

**AGREEMENT, TERMS and CONDITIONS
for EButiken.nu, Talex.se and Talex AB, "Talex"**

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The following Agreement sets forth the terms and conditions ("terms") pertaining to your order and use of e-store ("the store"), web hosting and/or e-mail hosting. By accepting these terms you, in your capacity as a Talex Customer and contractual counterparty, agree to the existing terms regulating the relationship between you and Talex in conjunction with your order and use of the Talex web hosting. The terms "Customer" or "the Customer" will be used below instead of "you", "yours" and "your".

§1 General terms

These terms regulate the contractual obligations between Talex and the buyer, referred to below as the Customer. Only legal persons have the right to use Talex's services. By entering into this Agreement the Customer only acquires the right to use the e-store solution. The Customer does not acquire any other rights of any kind by accepting this Agreement. Minors are not allowed to place an order unless such an order is approved by a guardian. The guardian will be held responsible for all contractual obligations.

Talex reserves the right to request a credit report or other available information before or during the Agreement covering the rental. If the information suggests that the Customer will not be able to fulfill his obligations towards Talex, Talex has the right to revoke the Agreement.

Talex reserves the right to evaluate prospective agreements and to refrain from such agreements as see fit.

An agreement is to be considered to have come into effect from the time Talex registers the Customer's order, alternatively, when the Customer registers on Talex homepage. A confirmation of the order will be sent via e-mail to the e-mail address given in the order.

Messages from Talex to the Customer will be sent via e-mail, surface mail or through publication on Talex's homepage. Such messages are to be considered as received seven days after they are sent/published if it does not appear probable that the message was received after that time.

Talex reserves the right to terminate the Subscription and Services without notice if the account holder breaches any Terms covering the Subscription or related services. This type of termination of agreement is to be followed by a written notification of termination.

§2 Description of services

The Customer should refer to the invoice and /or order confirmation for a clarification of services which are included in a Subscription with Talex .

In order to make it easier for the Customer, Talex will not set limits for specific services in certain cases. These cases will be termed unlimited. Talex's definition of unlimited is that services will be offered within manageable limits for Talex's software and hardware. Talex reserves the right to set these limits.

§3 Agreement and Period of Agreement

All orders are binding. The period of Agreement always runs from the day the order is first placed and 12 months forward.

The Agreement runs on an annual basis and is automatically renewed for one (1) year at a time if notice of termination has not been given. Notice of termination of agreement shall reach Talex three (3) months prior to expiration of the Agreement at the latest. Notice of termination is to be sent, in writing, to Talex's address via surface mail. Omitting to pay an invoice is not considered to be notification of termination.

At the time of notification of termination Talex will send a final invoice including any outstanding fees to the Customer. At the time of notification of termination the Customer has the right to use the Subscription and Services for a maximum of three (3) months or until the date that the Customer has requested the Service be

closed if earlier, even if a longer period has been paid for and the Customer is not entitled to a refund. The Customer has the right to Customer support during this period.

The Customer has the right to money back within 30 days from placing the order if the customer against all expectations is not satisfied with Talex and our services, and that we cannot rectify the problem. This cancellation is to be sent to Talex in writing either via surface mail or fax. If the Customer activates his store within these 30 days, this right to cancellation is forfeited.

A longer period of notice/contract may apply to tailor-made solutions.

Talex reserves the right to terminate an Agreement with three (3) month's notice for reasons others than those described in §4 §10 and §11 of this Agreement. The Customer has the right in this case to a refund equivalent to the outstanding amount according the length and cost of the Agreement.

§4 Fees and payment

Fees are always paid in advance on either an annual or quarterly basis with Talex/Ebutiken credit.

When payment is made via EButiken credit, Talex will pay the annual payment on the Customer's behalf and after a customary approved credit report has been made, the Customer may pay in quarterly installments. The Customer is responsible for following the terms of payment.

In the case of failure to meet the terms of payment, Talex may demand payment of the remaining annual fee without delay.

The Customer is to promptly notify Talex if an invoice appears to be incorrect, but no later than 8 days from the date of invoice. If this is not done, the Customer forfeits the right to question the accuracy of the invoice.

Changes in the payment period are to be made 20 days before the current period of payment expires at the latest. Changes in the payment period take effect when Talex has received a written request and sent out a confirmation of the change.

Payment is to reach Talex by the day the period begins or according to the due date on the invoice for the period in question.

Talex reserves the right to discontinue the Subscription if the Customer does not pay for the invoiced fees. Fees are also debited in cases of suspended/terminated services. Talex may refer all of the Customer's payments to the earliest of the unpaid invoices.

Talex reserves the right to take out a reminder fee, collection fee and a statutory penalty interest on arrears for non-payment.

In the case of non-payment, the fixed fee for the remaining period of contract will become due for immediate payment.

Talex has the right to inform the Customer of suspension or termination of services via the Customer's homepage or e-mail.

An account which is not settled will be handed over to a collection agency, the costs for which will be added to the account. If the invoice is lost or is not received in time due to reasons outside Talex's control, the Customer is to make payment on his own initiative and without demand.

In cases of non-payment Talex reserves the right to delete the material and all e-mail in the Customer's shop 30 days after the due date on the invoice.

When the Customer has met his payment obligations, he will be given access to his Subscription under the condition that the Customer agrees to pay future invoices according to the due date on the invoice.

Talex has the right to debit a reconnection fee of SEK 400:- plus VAT if the Subscription has been suspended due to the Customer's negligence and the Customer requests reinstatement.

The Customer is to notify Talex in writing via surface mail of any changes in the invoicing address or e-mail address.

Telephone call charges for connections to Talex from the Customer's telephone provider lie outside Talex's control.

§5 Price changes

Changes in fees may only come into effect in conjunction with a new period of Agreement. Customers are to be informed of increases in fees at least one (1) month in advance. Reductions in fees do not need to be announced in advance.

In cases of increased fees, the Customer has the right to give written notice on the Agreement, the termination of which is to come into effect simultaneously with the increase in fees. Temporary campaign prices do not affect an existing Agreement.

§6 Transfer of Subscription

The Customer may not transfer his Subscription without written permission from Talex.

The transfer fee is SEK 500:- plus VAT

Talex may transfer the Subscription to another company which takes over Talex's rights and obligations towards the Customer without the Customer's permission.

§7 Limitations on Talex's liability

In cases of technical failure or malfunction on the part of Talex for an uninterrupted duration of twenty-four (24) hours within normal hours of service (Monday-Friday 08.00-17.00, excluding holidays), which is not caused by the Customer and/or circumstances outside Talex's control, Talex will reduce the fees in relation to the reduction in the Customer's service.

Talex reserves the right to decide whether a reduction in fees shall be applied and the amount of this reduction. Talex's liability is limited to a reduction in fees. The time for the breakdown or interruption is to be calculated from the time the Customer reports the malfunction to the time the malfunction is rectified. The amount of the fee reduction is limited to the fixed fee for the month in question.

The reduction in fees will be credited to the Customer's account.

Talex is not liable for damage caused by technical failure or malfunction stemming from others than Talex.

A reduction in fees according to the above does not apply to that part of the interruption or malfunction that can be attributed to the Customer, for instance, incorrect usage. In such cases, Talex reserves the right to debit compensation for the costs of any corrective action taken by Talex.

Talex is not liable for any financial damage caused by technical failure or limitations. The reduction in fees does not apply to any interruption during an upgrading of the system which improves the service to the Customer. Interruptions that occur during periods for planned maintenance of the network, etc are not to be considered interruptions in operation.

Talex is responsible for regularly backing-up the Customer's data. However, Talex is not obliged to make back-up copies of material and software that are stored on Talex's servers (including files in the web hotel and e-mail in the e-mail system). Talex encourages the Customer to make his own back-up copies of his data. Talex can not guarantee that data can be retrieved to the Customer's account.

Talex does not make back-ups of e-mail files, not even imap, as these are changeable and consequently difficult to guarantee the content.

Reduction in fees or compensation does not apply in any cases of indirect damage, for example, loss of income, reduced production or turnover, obstacles to meet obligations towards a third party or inability to make full use of the Agreement.

Talex is not liable for changes or amendments made by any party other than Talex. The same applies if the failure or malfunction is caused by anyone contracted by Talex or anyone involved earlier in the supply chain.

If the failure or malfunction is rectified by Talex as soon as possible after it has been discovered, Talex is not bound to any price reduction/damages, and is therefore no longer responsible for compensation to the Customer.

When the Subscription is terminated by given notice, Talex will redirect incoming e-mail during a maximum of 30 days. If the account has been terminated due to non-payment, the Customer's incoming e-mail will not be forwarded. The Customer's material in the e-store will be stored for a maximum of 30 days after which Talex has the right to delete the Customer's remaining material from the Talex servers.

Talex is only responsible for damage that is discovered within six (6) months from the time the Subscription is terminated by Talex.

The Customer is to make, in writing, any claim for reduction in fees/damages within three (3) months of the time the Customer recognized the cause for legal action, in order not to lose this right. If this deadline is not respected, Talex can no longer be held responsible.

The Customer does not have the right to settle demands for reduction in fees/damages or the payment of fine penalties against payment to Talex for fees that have fallen due for payment.

§8 Force majeure

Talex is not to be held liable for damages and other consequences if fulfillment of this Agreement is prevented or obstructed by any of the following circumstances– e.g. accidents, fire, lightning, war, riots, floods, severe weather, governmental intervention, unrest, reductions in power supply, labor market disputes (regardless if Talex personnel are involved) bans, restrictions, absence of permits, unfavorable transport or weather conditions, failure of delivery from subcontractors, failures in another provider's internet service or actions or negligence on the part of the authorities or another outside party.

§9 The Customer's responsibility

The Customer is responsible for the content of the Customer's correspondence, the content of the Customer's e-store/webpages, including connected objects or other activities that the Customer carries out on the Internet or in systems connected to the Internet.

The Customer is correspondingly responsible for respecting the Copyright Act, the Personal Data Act and other

Swedish legislation.

The Customer commits not to engage in unauthorized infringement of resources linked to the IP- network in its entirety or to Talex.

The Customer is further responsible for following generally accepted ethical norms and directions for the use of services stated by Talex or a public authority. The Customer is solely responsible for any claims for damages directed towards him from a third party due to the contents which the Customer uses, downloads from the Internet or in another way comes into contact with when using the Service.

The Customer is also responsible for ensuring that the username and password are stored in a manner which prevents unauthorized access or any other unauthorized use of Talex service.

The Customer is not to sell web space which may in any way cause Talex a loss in turnover. Every account holder is to order and pay for his use of Talex's services via Talex. The Customer is not to sell or distribute e-mail addresses without permission from Talex. This applies both to account holders with their own domain and account holders under Talex's domain.

The account holder does not possess the right to use system resources beyond his own needs, which means that the account holder may not develop services that are not relevant to his own domain's or website's functionality.

If the Customer uses electronic payment (e.g. credit card and Internet banking) in his shop, it is the Customer's responsibility to see that the payment is booked in Customer's account and that it is correct.

§10 Discontinuation of webhosting and other services

Talex reserves the right to immediately give notice on an Agreement without obligation to refund if the Customer uses the Service in an undue manner. Undue includes but is not limited to:

- ❖ Dissemination of illegal, unethical, racist and pornographic information via the Customer's own website.
- ❖ Using the Service for illegal actions on the Internet or on a network linked to the Internet.
- ❖ Crimes or suspected crimes against the Copyright Act, the Personal Data Act and other Swedish legislation.
- ❖ The harassment of individuals, companies or organizations via the Service.
- ❖ Actions which negatively affect the Talex system, our suppliers' systems, other end-users or the Internet itself.
- ❖ The dissemination of or contribution to dissemination of spam . This will result in unconditional suspension.
In cases where the Customer sends SPAM or mass e-mail, Talex reserves the right to debit **2 SEK** (plus VAT) for each e-mail.
- ❖ Various forms of continual transfer of files via FTP, or ASP/PHP applications to web accounts that are not intended for the updating of homepages
- ❖ Various forms of file depots, whether for programs, films or music.
- ❖ Domain redirection to subcategories with the help of ASP, PHP or other techniques that are available to the Customer via Talex.

Where Talex uses the term "unlimited", this means that the Services are offered within reasonable limits for the programs' and hardware's capacity. Talex reserves the right to determine what is to be considered reasonable limits in each case. If the Customer uses program or hardware resources exceeding that which Talex deems as reasonable, Talex has the right to discontinue the Customer's pages with immediate effect.

The Subscription allows for the traffic included in the Subscription under the specified time period. The Customer's own updates and e-mail are not included. Only the traffic generated by visitors determines the amount of traffic. Talex reserves the right to assess each account holder's number of visitors and the corresponding traffic according to Talex's capacity to maintain a bandwidth which will not cause damage to other account holders. Accordingly, Talex also has the right to discontinue the account.

§11 Policies & miscellaneous

Talex does not want either itself or its Customers to appear in any actions involving unacceptable use of the Internet. The Customer does not have permission to publish material with sexual content or material which may be considered offensive or objectionable in any way. Assessment of this type material will be done randomly by Talex.

Talex is permitted to check information on our Customers' storage space. If the Customer breaches the Agreement, Talex reserves the right to block the information that is considered objectionable. If the violation is serious, Talex has the right to either completely or partly cancel the account holder's further access to the Service.

Talex reserves the right to, and without forewarning, limit or curtail access to Web hosting or the extent of those offers which are included in the Subscription in those cases where Talex considers such restrictions necessary with regard to operational and/ or security conditions.

Talex reserves the right to maintain a link to the Customer's shop from its reference page and/or have a visible link to Talex homepage from every page in the Customer's shop. Talex reserves the right to decide the appearance, placement and function of this link.

With development of special functions for a customer the customer only has the right to use the functions on the customers hosted e-store system(s) at Talex on Talex servers.

The Customer may delegate layout management, updating, etc to a specified person or organization. This does not limit the Customer's responsibilities.

E-mail will be saved for 100 days on Talex's server if not otherwise agreed in a separate agreement for e-mail.

Talex makes use of the Industry's joint so-called RBL (Realtime BlackLists) to protect Customers from SPAM. These lists specify host computers and e-mail addresses that are prohibited from sending email to our e-mail server because they are or have been used to send spam. Talex has no control over the contents of these RBL lists.

§12 Secrecy

All information the Customer gives to Talex is treated with confidentiality and is classified as secret. Talex has the right according to Swedish law, however, to provide information to government authorities upon request. Further, Talex has the right to provide information to a third party if needed in conjunction with extra services that the Customer requests, for example domain registration, credit card processing, search engine registration.

§13 Changes to this Agreement

The general conditions of this Agreement apply until further notice.

Talex may change the contents of this Agreement at its sole discretion. We will post any change on our website at least thirty (30) calendar days before it becomes effective. It is the Customer's responsibility to monitor changes to this Agreement via our website, www.ebutiken.nu.

If a change, according to the above, involves a significant disadvantage for the Customer, the Customer has the right, during the current period of Agreement, to give notice, in writing, on the Service from the time the change comes into effect. Such notice must be given by the last-mentioned time at the latest. No other communication concerning changes to the Agreement are needed.

§14 Dispute policy

Disputes regarding the interpretation or application of this Agreement are to be settled in a Swedish court according to Swedish law.

The agreement is a translation of Talex agreement in the Swedish language.

The agreement in Swedish shall always prevail.

Kungälv, 9 June 2010