

Terms of Service: Awareness Select

1. General

- 1.1. These terms ("the Terms of Service") apply to the news monitoring service named Awareness Select ("the Service") delivered by the Swedish limited company Nobicon Nordic AB, 556426-9461 ("Nobicon")
- 1.2. These Terms of Service govern rights and obligations between Nobicon and the company or private person registered as the customer ("the Customer")
- 1.3. The Service is delivered and invoiced as a recurring service over time ("the Subscription"). The Subscriptions runs for a set period of time ("the Subscription Period"). If not terminated in due time the Subscription is renewed for another Subscription Period.
- 1.4. Nobicon has the right to change these Terms of Service with 30 days notice. The changed terms will then take effect at the start of the next Subscription Period.

2. Service and support

- 2.1. The Service monitors news from open sources only (web news) and consists of a daily e-mail newsletter with selected headlines and links to news articles.
- 2.2. The content of the newsletter is personalized through an array of technology including a self-learning text analysis commonly referred to as artificial intelligence (AI)
- 2.3. The Service is limited to only one (1) e-mail recipient.
- 2.4. Recurring forwarding of received e-mail newsletter to other receivers is not allowed.
- 2.5. Support is available via e-mail during office hours Central European Time (CET)

3. Subscription, price and payment

- 3.1. The Service is free of charge for the period stated when the Service is started, and can be terminated at any time during this period. Thereafter a monthly cost is charged according to the at any point in time current price list
- 3.2. After the free period, the Subscription runs for a Subscription Period of 3 months. If the Subscription is not terminated at the latest 30 days before the end of each Subscription Period, the Subscription is renewed for another Subscription Period of 3 months at a time.
- 3.3. The Subscription is invoiced for the first time at the end of the free period. Thereafter, the Subscription is invoiced every 3 months, 30 days in advance before the start of each new Subscription Period.
- 3.4. All prices stated are excluding VAT if not otherwise indicated. Nobicon has the right to add VAT and other surcharges required by law. If VAT is not charged in accordance with applicable reverse VAT charge frameworks, the Customer is responsible for the VAT payment.

4. Processing of personal data

- 4.1. In order to deliver the Service, Nobicon must process personal data
- 4.2. Unless otherwise stated in these Terms of Service, all references to "personal data", "processing", "data subject" and all other specific terms relating to the processing of personal data and not defined in these Terms of Service shall have the same meaning as in the General Data Protection Regulation (EU) 2016 / 679 ("GDPR").
- 4.3. The data subjects whose personal data may be processed are the recipients of newsletter e-mails from the Service
- 4.4. The personal data that may be processed are name, e-mail address, telephone number, ID number for digital devices, reading history and feedback data (e.g. likes and dislikes)
- 4.5. The purpose that necessitates the processing of personal data is to deliver the agreed Service, including personalization of the Service's content, follow-up of how the Service is used, and to provide the Service's users with information regarding the Service and other relevant services offered by Nobicon.
- 4.6. Upon termination of the Subscription, Nobicon shall delete or anonymize all personal data, unless the law requires otherwise.

5. Liability and limitation of liability

- 5.1. Nobicon is not responsible for the accuracy or completeness of information provided in the Service. Nobicon is not liable for direct or indirect damages that may be derived from errors in the delivered information or from non-delivery or delayed delivery of information.
- 5.2. Nobicon is not responsible for errors, stops, disruptions, delays or deficiencies in the Service caused by the Customer or third parties outside Nobicon's control.
- 5.3. Nobicon is only responsible for the Customer's direct costs or losses, insofar as these can be verified and considered reasonable, which have arisen as a result of Nobicon's intent or negligence in the performance of its obligations. Nobicon is thus never liable for indirect damages, costs or losses, such as loss of production, loss of profit, expected savings, lost data, lost goodwill or other consequential damage to the Customer or third parties.
- 5.4. The parties are not responsible for such failure to fulfill obligations in this agreement that are due to law, authority action, war event, sabotage, strike, lockout, boycott, blockade or other similar circumstance over which a party can not control.
- 5.5. A party who wishes to make a claim due to the other party not fulfilling his obligations under this agreement shall, in order not to lose his right to sue, notify the other party in writing no later than three months after the basis of the claim became known to the party.
- 5.6. Nobicon's total liability for breach of this agreement shall be limited to an amount corresponding to the sum of all payments made by the Customer to Nobicon during the period of twelve (12) months immediately preceding the event that gave rise to the breach of contract.