

CLEVER REPRESENTATIVE - GENERAL TERMS AND CONDITIONS

1. INTRODUCTION AND DEFINITIONS

- 1.1 These general terms and conditions (the **Terms**) govern your relationship with Clever Representative AB (the **Representative** or **We**) for any services made available by the Representative under authorisedrepresentative.cn, authorizedrepresentative.cn, responsibleperson.cn, europeanrepresentative.cn, cleverrepresentative.com, cleverrepresentative.eu, and any other current and future subdomains, operated by the Representative (the **Services**) and apply to all visitors, customers and others who access or use the Services (a **User** or **You**).
- 1.2 Your access to and use of the Services are conditional upon Your acceptance of and compliance with these Terms. If You disagree with any part of the Terms, You may not access the Services.
- 1.3 Full access to the Services is subject to the User entering into an Authorised Representative Service Agreement with the Representative. To the extent there is a conflict between the Authorised Representative Service Agreement and these Terms, the terms of the Authorised Representative Service Agreement shall prevail.

2. ACCOUNT

- 2.1 In order to access the Services You may have to create an account with us. When You create an account, You must provide us with information that is accurate and complete. When You access Your account, You must ensure that Your information is kept up to date.
- 2.2 You are responsible for safeguarding the password that You use to access the Services and for any activities or actions under Your password, whether Your password is with our Services or a third-party service.
- 2.3 You may not disclose Your password to any third party. If You become aware of any breach of security or unauthorized use of Your account, You must notify us immediately so that We may take the necessary steps to protect Your personal data, Your account, and the Services.

3. THE SERVICES

3.1 Limited user license

- 3.1.1 Permission is granted to You to temporarily download one copy of materials in the Services that from time to time is freely available in the Services for Your personal, non-exclusive, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license You may not:
 - a) modify or copy the materials;
 - b) use the materials for any commercial purpose or for any public display;
 - c) attempt to reverse engineer any software contained as part of the Services;
 - d) remove any copyright or other proprietary notations from the materials; or
 - e) transfer the materials to another person or "mirror" the materials on any other server.

3.2 Availability

- 3.2.1 Your use of the Services is at Your sole risk. The Services are provided on an "AS IS" and "AS AVAILABLE" basis, without warranties of any kind, whether expressed or implied and the Representative accepts no liability of any nature for any downtime, delays or errors in the Services.
- 3.2.2 In particular, the Representative does not warrant that (i) the Services will function uninterrupted, securely or be available at any particular time or location; (ii) any errors or defects will be corrected; (iii) the Services are free of viruses or other harmful components; (iv) the accuracy of the materials or information presented in the Services; or (v) the results of using the Services will meet Your requirements.
- 3.2.3 The Representative reserves the right to change the scope of the Services at any time.

3.3 Security

- 3.3.1 We work hard on protecting Your information and the Services from unauthorised access. For Your security, the Services as well as information made available to the Services are encrypted, and access within our organisation to information available to the Services are restricted. We do, however, not accept any liability of any nature for any unauthorised access.
- 3.3.2 Should You become aware of any attempt to breach the security of our Services, please contact us immediately so that we may take the necessary steps to protect Your information, Your Personal Data, and our Services.

3.4 Inaccuracies in information etc

- 3.4.1 The products or services available in the Services may be mispriced, described inaccurately, or unavailable, and we may experience delays in updating information on the Services and in our advertising on web sites.
- 3.4.2 The Representative cannot and do not warrant the accuracy or completeness of any information, including prices, product images, specifications, availability, and/or services. The Representative reserves the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

3.5 Your Content

- 3.5.1 The Services may allow You to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material (**Content**). You are solely responsible any Content You make available to the Services, including its legality, reliability, and appropriateness. You may only make available Content on or through the Services which You own or have the legal right to use.
- 3.5.2 You may not make available Content on or through the Services which in any way may violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of another person or entity.

- 3.5.3 We constantly work to improve the Services. For that purpose, We may use Your Content to derive statistics and analyze information pertaining to Your use of the Services. At no time shall We use Your Content so that details of Your product are disclosed to the public unless otherwise indicated in these Terms or follows from legal requirements. Should You contact us for support or questions regarding Your use of the Services, We may access Your Content to be able to answer Your questions and provide the best possible service to You. We may retain some of Your Content, even after Your account has been closed, if needed to fulfill our commitments towards You or towards legal or contract requirements.

3.6 Links to other web sites

The Services may contain links to third party web sites or services that are not owned or controlled by the Representative. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any such third party web sites or services. We strongly advise You to read the terms and conditions and privacy policies of any third party web sites or services that You visit.

4. INTELLECTUAL PROPERTY RIGHTS AND PRIVACY POLICY

- 4.1 You acknowledge and agree that all intellectual property rights in and to the Services, including its original content and all features and functionality is and shall remain exclusively vested in the Representative and its licensors, as applicable.
- 4.2 The Services are protected by copyright and trademark law. The Representative's designs, trademarks and/or trade dress may not be used in connection with any product or service without the prior written consent of the Representative.
- 4.3 The Representative's privacy policy is available at <https://cleverrepresentative.eu/terms/privacy-policy>.

5. INDEMNITY

You agree to indemnify and hold the Representative and its employees and directors harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against the Representative arising out of any breach by You of any warranties or obligations under these Terms or other liabilities in any way connected to Your use of the Services.

6. TERMINATION

- 6.1 We may terminate or suspend Your account immediately, without prior notice or liability, upon (i) any breach by You of the Terms, (ii) inactivity, and/or (iii) a determination in our sole discretion that You are ineligible for the Services because of fraud, or any other risks associated with Your account.
- 6.2 Upon termination, Your right to use the Services will immediately cease and in connection therewith You should destroy any downloaded materials in Your possession whether it is printed or electronic format.

7. LIMITATION OF LIABILITY

In no event shall the Representative, its representatives, or employees, be liable for any direct or indirect damages, costs or losses You may suffer, including but not limited to loss of profits, loss of data, loss of goodwill, imposed fines and/or penalty fees or other intangible losses, resulting from (i) Your access to, or use of, or inability to access or use the Services; (ii) any conduct or content of any third party on the Services; (iii) any content obtained from the Services; and/or (iv) unauthorized access, use or alteration of Your transmissions or Content.

8. CHANGES TO THE TERMS

We may amend these Terms from time to time. The latest version can always be viewed on our website, www.cleverrepresentative.eu. Amendments to the Terms will become effective only in relation to Your use of the Services after the amended version is posted on our website.

9. MISCELLEANOUS

In the event that any provision of the Agreement is declared by any judicial or other competent authority to be void, illegal or otherwise unenforceable, that provision shall be amended in such reasonable manner as achieves the intention of the parties without illegality or, at the Representative's discretion, such provision may be severed from the Agreement and the remaining provisions of the Agreement shall remain in full force and effect.

10. APPLICABLE LAW AND DISPUTES

10.1 These Terms shall be governed by and construed in accordance with the substantive laws of Sweden.

10.2 Any dispute, controversy or claim arising out of or in connection with these Terms, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English.

11. CONTACT US

If You have any questions about these Terms or about our Services, please contact us at contact@cleverrepresentative.eu
