



By using the Adocka.com web site ("Service"), or any services of Adocka AB ("Adocka"), you are agreeing to be bound by the following terms and conditions ("Terms of Service"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY, ITS AFFILIATES AND ALL USERS WHO ACCESS OUR SERVICES THROUGH YOUR ACCOUNT TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY, ITS AFFILIATES AND USERS ASSOCIATED WITH IT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

If Adocka makes material changes to these Terms, we will notify you by email or by posting a notice on our site before the changes are effective. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes. You can review the most current version of the Terms of Service at any time at: <https://www.adocka.com/content/webcontent/adocka-com-terms-of-service.html>

Violation of any of the terms below will result in the termination of your Account. While Adocka prohibits such conduct and Content on the Service, you understand and agree that Adocka cannot be responsible for the Content posted on the Service and you nonetheless may be exposed to such materials. You agree to use the Service at your own risk.

1. You must be 16 years or older to use this Service.
2. You must be a human. Accounts registered by "bots" or other automated methods are not permitted.
3. You must provide your legal full name, a valid email address, and any other information requested in order to complete the signup process.
4. Your login may only be used by one person - a single login shared by multiple people is not permitted. You may create separate logins for as many people as your plan allows.
5. You are responsible for maintaining the security of your account and password. Adocka cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
6. You are responsible for all Content posted and activity that occurs under your account (even when Content is posted by others who have accounts under your account).
7. One person or legal entity may not maintain more than one free account.
8. You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright or trademark laws).

Customers may access their Adocka account data via an API (Application Program Interface). Any use of the API, including use of the API through a third-party product that accesses Adocka, is bound by these Terms of Service plus the following specific terms:

1. You expressly understand and agree that Adocka shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Adocka has been advised of the possibility of such damages), resulting from your use of the API or third-party products that access data via the API.
 2. Abuse or excessively frequent requests to Adocka via the API may result in the temporary or permanent suspension of your account's access to the API. Adocka, in its sole discretion, will determine abuse or excessive usage of the API. Adocka will make a reasonable attempt via email to warn the account owner prior to suspension.
 3. Adocka reserves the right at any time to modify or discontinue, temporarily or permanently, your access to the API (or any part thereof) with or without notice.
1. **An upgrade from the free plan to any paying plan will immediately bill you.**
 2. For monthly payment plans, **the Service is billed in advance on a monthly basis and is non-refundable. There will be no refunds or credits for partial months of service, upgrade/downgrade refunds, or refunds for months unused with an open account. In order to treat everyone equally, no exceptions will be made.**
 3. **When changing from a monthly billing cycle to a yearly billing cycle, Adocka will bill for a full year at the next monthly billing date.**

4. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties.
5. For any upgrade or downgrade in plan level while on a monthly billing cycle, you will automatically be charged the new rate on your next billing cycle.
For upgrades or downgrades while on a yearly plan, Adocka will immediately charge or refund the difference in plan cost, prorated for the remaining time in your yearly billing cycle.
6. Downgrading your Service may cause the loss of Content, features, or capacity of your Account. Adocka does not accept any liability for such loss.

1. **You are solely responsible for properly canceling your account by sending email to your contact at Adocka.**
2. All of your Content will be deleted from the Service upon cancellation. This information can not be recovered once your account is cancelled.
3. If you cancel the Service before the end of your current paid up month, your cancellation will take effect immediately and you will not be charged again. Except if other cancellation agreement is signed between you and Adocka.
4. Adocka, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Service, or any other Adocka service, for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all Content in your Account. Adocka reserves the right to refuse service to anyone for any reason at any time.

1. We claim no intellectual property rights over the material you provide to the Service. Your profile and materials uploaded remain yours. However, by setting your external Adocka pages to be viewed publicly, you agree to allow others to view your Content.
2. Adocka does not pre-screen Content, but Adocka and its designee have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Service.
3. You shall defend Adocka against any claim, demand, suit or proceeding made or brought against Adocka by a third party alleging that Your Content, or Your use of the Service in violation of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law, and shall indemnify Adocka for any damages finally awarded against, and for reasonable attorneys fees incurred by, Adocka in connection with any such claim, demand, suit or proceeding; provided, that Adocka (a) promptly gives You written notice of the claim, demand, suit or proceeding; (b) gives You sole control of the defense and settlement of the claim, demand, suit or proceeding (provided that You may not settle any claim, demand, suit or proceeding unless the settlement unconditionally releases Adocka of all liability); and (c) provides to You all reasonable assistance, at Your expense.
4. The look and feel of the Service is copyright ©2014 Adocka AB. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS, Javascript, or visual design elements or concepts without express written permission from Adocka.

1. Your use of the Service is at your sole risk. The service is provided on an "as is" and "as available" basis.
2. Support for Adocka services is only available in English, via email at support@adocka.com.
3. You understand that Adocka uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.
4. You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service, Adocka, or any other Adocka service.
5. You may use Adocka site subdomains (e.g., yourname.adockasite.com) solely as permitted and intended by the Adocka site Pages tool to host your company pages, customer pages, personal pages, e-commerce pages, consultant pages, subscription based pages, and for no other purpose. You may not use Adocka site subdomains in violation of Adockas's trademark or other rights or in violation of applicable law. Adocka reserves the right at all times to reclaim any Adocka site subdomain without liability to you.
6. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by Adocka.
7. We may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.
8. Some transactional pricing is dependent of currency rate against dollar and may change according to currency change rate, like sms or email. Adocka may change the price for these services during agreement period.
9. Verbal, physical, written or other abuse (including threats of abuse or retribution) of any Adocka customer, employee, member, or officer will result in immediate account termination.
10. You understand that the technical processing and transmission of the Service, including your Content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

11. You must not upload, post, host, or transmit unsolicited email, SMSs, or "spam" messages.
12. You must not transmit any worms or viruses or any code of a destructive nature.
13. If your bandwidth usage significantly exceeds the average bandwidth usage (as determined solely by Adocka) of other Adocka customers, we reserve the right to immediately disable your account or throttle your file hosting until you can reduce your bandwidth consumption.
14. Adocka does not warrant that (i) the service will meet your specific requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the Service will be corrected.
15. You expressly understand and agree that Adocka shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Adocka has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; (v) or any other matter relating to the service.
16. The failure of Adocka to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and Adocka and govern your use of the Service, superseding any prior agreements between you and Adocka (including, but not limited to, any prior versions of the Terms of Service). You agree that these Terms of Service and Your use of the Service are governed under Swedish law.

The following provisions shall apply only if and to the extent Adocka collects or otherwise processes Personal Data (as defined below) on Customer's behalf in connection with the performance of its obligations under the Agreement.

1. Definitions

For purposes of this Agreement, "Personal Data", shall mean any personal data as defined in article 4 of regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (henceforth "GDPR") which is accessible by Adocka as a result of its business relationship with Customer.

Adocka will within the scope of its business relationship with Customer process Personal Data primarily regarding contact information and other business data relating to Customers representatives, employees, customers and other business contacts, but also any other Personal Data relating to any other category of data subjects which Customer chooses to make available to Adocka for processing, for the sole purpose of carrying out its contractual obligations towards Customer.

For the purpose of this Agreement, all other words shall also, unless specifically stated otherwise, have the same meaning as defined in GDPR. This includes those meanings given to such terms by case law in applicable courts.

2. Limitations on Use and Compliance with Laws and Regulations

Adocka shall only use or otherwise process Personal Data (a) on behalf of and for the benefit of Customer in order to perform its obligations under the Agreement, and shall not in any way process Personal Data for Adocka's own purposes or for the benefit of anyone other than Customer, in each case, without Customer's prior written consent, and (b) in accordance with Customer's written, lawful instructions, or if it is required by law in which case Adocka must notify Customer in advance of such processing; (c) in accordance with all applicable laws, regulations and governmental requirements; and (d) in accordance with all applicable industry standards concerning privacy, data protection, confidentiality and information security.

3. Authorization to Share Personal Data, and Subcontractors

Adocka shall not share, transfer, disclose or otherwise provide access to Personal Data to any person or entity other than Adocka's employees and Subcontractors (as defined below), and only provided they have a strict need to know or otherwise access Personal Data to enable Adocka to perform its obligations under this Agreement. Adocka must inform Customer before hiring contractors, agents and other third parties to perform obligations involving the processing of Personal Data under the Agreement ("Subcontractors"). If Customer does not approve of the hiring of a specific Subcontractor, Customer must inform Adocka of this and the reasons for not approving within two weeks of receiving the information. Provided the reasons given by Customer are legitimate, Customer may terminate the Agreement upon a 2 month written notice. Adocka shall always ensure that it enters into a written agreement with any Subcontractor which includes obligations no less restrictive than those in the Agreement, and that Adocka, upon request by Customer provides an up to date list of all Subcontractors involved in processing of Personal Data, the purposes for which the Subcontractors process Personal Data, and where the Subcontractors are located. Adocka shall be fully responsible for, and liable to, Customer for the actions and omissions of all Subcontractors as if they were Adocka's own actions and omissions.

4. Transfer of Personal Data outside of the EEA

Adocka agrees to not transfer Personal Data to, or store or process such data in, a location outside of the European Economic Area ("EEA") without Customer's prior written consent. Such prior written consent shall be subject to Adocka having ensured that such transfer is compliant with EU legislation, for example by making sure that sufficient EU Commission Model Clauses are in place. To the extent Adocka, upon Customer's approval, transfers Personal Data to a Subcontractor located outside of the EEA, Adocka shall ensure that such transfer is compliant with EU legislation, for example by making sure that sufficient EU Commission Model Clauses are in place.

5. Information Security Practices

Adocka shall take and maintain all appropriate technical, administrative and organizational measures required to ensure a level of confidentiality and security appropriate to the risks represented by the processing and the nature of Personal Data, and to prevent unauthorized or unlawful processing of Personal Data. Such measures shall ensure that Personal Data is not changed while stored, transferred or otherwise processed, and that it is encrypted or kept in another equally secure format. Adocka shall ensure that appropriate physical, electronic and procedural controls and safeguards to protect Personal Data from unauthorized disclosure are in place and are in compliance with applicable laws. This includes the maintenance of appropriate safeguards to restrict and/or limit access to Personal Data to those employees who have a strict need to know in order to perform Adocka's contractual obligations toward Customer. Those employees will agree in writing to keep all Personal Data confidential.

If Customer intends to use the Services to process Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, or the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation or Personal Data relating to criminal convictions and offences or related security measures, Customer is obligated to take all actions necessary to ascertain the level of security measures necessary to lawfully process such Personal Data before using the Services. The Customer is not allowed to use the Services to process any such Personal Data unless Customer is certain that the level of security provided by Adocka is adequate to process such Personal Data, and not without taking all appropriate security measures prior to Customer's use of the Services to process them. Adocka will not be responsible for any damages suffered by Customer and Customer will be liable towards Adocka for any damages suffered by Adocka due to Customer's breach of this section.

6. Information Security Incidents and Information and Notices to Third Parties

Adocka agrees to immediately notify Customer in the event that Adocka reasonably suspects that Personal Data has been or may have been lost or subject to unauthorized internal or external access. To the extent Customer seeks the assistance of Adocka, Adocka agrees to reasonably cooperate with Customer to (a) determine the scope and severity of any such loss or unauthorized access; and (b) give notice to individuals whose Personal Data is the subject of such unauthorized access, to the extent required by law. In the event of a request for disclosure of, or access to, Personal Data by any third party, Adocka must promptly notify Customer thereof, and shall not respond to such request or disclose or provide access to such Personal Data except as authorized by Customer in writing.

7. Obligation to Return Personal Data

Upon completion of its use of the Personal Data under this Agreement or upon any request by Customer, Adocka must at Customer's election, either return or permanently destroy or render unreadable all or parts of the Personal Data, unless otherwise notified by Customer. Upon request by Customer, Adocka must provide written confirmation to Customer of the permanent destruction as required by this Agreement.

8. Right to Monitor

Upon the request of Customer, Adocka shall grant Customer (or a mutually acceptable independent auditor) permission to perform an assessment, audit, examination or review of all controls in Adocka's organizational, physical and/or technical environment in relation to all Personal Information being handled and/or services being provided to Customer pursuant to this Agreement. Adocka shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure and application software that processes, stores or transfers Personal Information for Customer pursuant to this Agreement, and make available to Customer copies of audit results sufficient to assure Customer that Adocka complies with its obligations related to privacy and data security under the Agreement. In addition, upon Customer's written request, Adocka shall provide Customer with the results of any audit by or on behalf of Adocka performed that assesses the effectiveness of Adocka's information security program as relevant to the security and confidentiality of Personal Data shared during the course of the Agreement.

Customer agrees to provide that any third party granted access to information pertaining to Adocka under this section enters into a non-disclosure agreement, granting Adocka sufficient protection from unauthorized disclosure of the information shared under this section.

9. Third Party Applications

Adocka will not be responsible for the use of any third party applications which require Customer to accept a third party end user license agreement or other agreement upon commencing their use. If Customer uses a third party application which in any way requires Adocka to transfer Personal Data to the provider of said third party application, Customer hereby confirms that Adocka is obligated as well as entitled to transfer Personal Data to such third party application provider in order to fulfill its contractual obligations toward Customer. Customer also confirms that it will not order Adocka to transfer any Personal Data to any such third party application provider without having received the appropriate consent from the personal data subject or otherwise ascertained that such transfer is lawful.

10. Damages

Customer shall be strictly liable towards Adocka for any damages suffered by Adocka as a result of processing Personal Data on behalf of Customer, unless Customer is able to prove that such damages are determined to have been caused by Adocka. Adocka shall only be liable towards Customer for damages which are determined to have been caused by negligent behavior by Adocka.

11. Compensation

To the extent not already regulated under the Agreement, Customer shall compensate Adocka for any duties performed or any costs incurred in connection with sections 1-9.

12. Subcontractors

Microsoft Corp

Location: The Netherlands, Ireland

Purpose for the data transfer: Operation and Storage

Types of data transferred: All stored data

Description: The Adocka Service platform is operated in 2 geographically separate data centers at Microsoft. Used for all applications, databases, cache storage, document storage, queue management, back-up and replication of data.

Bisnode Kredit AB

Location: Sweden

Purpose for the data transfer: Address retrieval*

Types of data transferred: Pid or Org No of contact

Description: The Adocka Service platform offers an integrated service to retrieve the registered address of a contact stored in the Adocka Service platform. Pid or Org No is sent via API to Bisnode and the registered address is returned.

SendGrid Inc

Location: The Netherlands, Ireland

Purpose of the data transfer: Emailing*

Types of data transferred: Recipient email address and personal data contained in email communications Customer send through the Adocka Service platform.

Description: SendGrid is an integrated part of Microsofts cloud portfolio, but is operated by SendGrid Inc. When emails are sent from the Adocka Service platform, SendGrid is used to send these emails.

Twilio Inc

Location: USA (Privacy shield)

Purpose of data transfer: SMS distribution*

Types of data transferred: Recipient phone number and personal data contained in SMS communications customer send or receive through the Adocka Service platform.

Description: When SMS is sent from the Adocka Service platform this service is used to send the SMS.

Google LLC

Location: Europe and USA (Privacy shield)

Purpose of data transfer: Plotting contact addresses on map*

Types of data transferred: Contact Street name, ZIP-Code and City,

Description: If Customer decides to plot a certain number of contacts on built in map-application, then each contact's address needs to be geocoded. The Adocka Service platform sends the relevant contact's address information to a geocoding service provided by Google, to extract coordinates for each address. No further information is exchanged.

** Transfer occurs only when using the specified functionality*