

General Terms and Conditions

Dotbee General Terms and Conditions for Messaging Services

– Effective as of 1 July 2025

1 – General

These terms and conditions (the "General Terms"), including appendices and any amendments or supplements hereto, as well as the signed order form (collectively referred to as the "Agreement"), govern the rights and obligations of the Customer and Dotbee AB under the Agreement. The person entering into the Agreement on behalf of a legal entity warrants that they are an authorised representative with the authority to bind the Customer and enter into agreements on its behalf.

2 – Definitions

"User" refers to individuals granted the right by the Customer to use the Services.

"Order" refers to the order form signed by the Customer when ordering the Services. Each Order constitutes an integral part of the Agreement.

"Initial Contract Term" refers to the initial period during which the Customer has agreed to use the Services.

"Dotbee" refers to Dotbee AB (reg. no. 559535-9422).

"Customer Data" refers to all data, information, and material including but not limited to subscriber details, personal data, and other content generated or provided through the Customer's use of the Services.

"Customer" refers to the legal entity that enters into an Agreement to use the Services.

"Services" refers to the services specified in the Customer's Order and provided by Dotbee under the Agreement. The content and features of the Services are described at all times on www.dotbee.se.

3 – The Services and the Customer's Right to Use Them

3.1 The Services are provided in accordance with the terms specified in the Agreement. Provided the Customer fulfils its obligations under the Agreement, the Customer is granted a non-exclusive, non-transferable, time-limited global licence to use the Services. The Services may only be used for the Customer's own operations. Unless otherwise agreed, the Customer is not entitled to sublicense or otherwise grant use of the Services to third parties. The Customer is solely responsible for all equipment and connections required to use the Services.

3.2 Dotbee reserves the right to provide new and updated versions of the Services during the term of the Agreement, including both functionality and design. Dotbee may, at its sole discretion, change the technical platform or subcontractor for the provision of the Services, including using platforms developed by Dotbee. Such changes must not result in any material deterioration in the functionality or quality of the Services. Dotbee shall notify the Customer at least thirty (30) days before such changes take effect.

3.3 Dotbee undertakes to deliver the Services in the manner and to the extent described on www.dotbee.se and in a manner that can be expected of a professional provider of equivalent services. The Customer acknowledges and accepts that access to public services (e.g. the Internet) cannot be guaranteed and that Dotbee cannot be held liable for any deficiencies in the Customer's connections or equipment.

4 – Customer Support

4.1 As part of the Services, Dotbee provides customer support in accordance with what is stated on www.dotbee.se.

5 – Customer's Obligations

5.1 The Customer is only entitled to use the Services in accordance with the Agreement and applicable laws and regulations.

5.2 The Customer is responsible for ensuring that Users comply with the terms of the Agreement and for their use of the Services. The Customer shall also always follow the security and administrative regulations communicated by Dotbee via email, published on www.dotbee.se or otherwise provided to the Customer.

5.3 The Customer is solely responsible for all uploading, transmission, and publication of Customer Data resulting from the use of the Services, including use by Users.

5.4 The Customer is responsible for storing login credentials to the Services in such a way that unauthorised persons cannot gain access to them. This includes, but is not limited to:

- Protecting computers, tablets, phones, or other devices where the Customer's password is saved or used.

- Choosing a password that is not easy to guess.

- Keeping passwords secret and not writing them down where they can be associated with the Customer's Service accounts.

If the Customer suspects that an unauthorised person has gained access to a password or user account, the Customer must immediately notify Dotbee.

6 – Fees and Payment Terms

6.1 The Customer shall pay all fees specified in the Order or otherwise agreed upon. An Order cannot be cancelled once placed. All fees are stated excluding value-added tax (VAT).

6.2 Traffic fees are charged according to the current price notified by Dotbee to the Customer. Changes in traffic fees take effect no earlier than five (5) days after the Customer has been informed of the change.

6.3 Dotbee has the right to change subscription fees and other charges (except for those referred to in section 6.2). Such changes take effect thirty (30) days after notice has been given to the Customer.

6.4 Dotbee is entitled to adjust, once per year, the prices and fees set forth in the Agreement based on index changes. A price adjustment due to indexation may be made no earlier than six (6) months after the Agreement has been entered into. The index figure for the month of October preceding the year the Agreement is signed (the "base month") shall serve as the base value. If the index figure for any subsequent October (the "adjustment month") has increased in relation to the base value, the prices and fees in the Agreement may be adjusted accordingly.

Unless otherwise stated, Statistics Sweden's Consumer Price Index (CPI) (1980=100) shall be the applicable index. Dotbee shall notify the Customer of any such index adjustment no later than thirty (30) days before the change enters into force. An index adjustment shall not entitle the Customer to terminate the relevant Service or the Agreement. Any additional conditions for indexation and the applicable index (if other than CPI) shall be stated in the Agreement or, if not expressly stated, in accordance with Dotbee's current price list available at www.dotbee.se.

6.5 Payment shall be made against an invoice issued by Dotbee or in accordance with another agreed payment method. In the case of invoicing, payment shall be made in accordance with the payment terms specified on the invoice. In case of late payment, interest on arrears shall be charged from the invoice due date in accordance with the Swedish Interest Act (1975:635), and a reminder fee shall be added. Any objections to an invoice must be made in writing to Dotbee within sixty (60) days of the due date to be valid.

6.6 Dotbee reserves the right to suspend the Customer's access to the Services if payment is not made despite a reminder being sent. If the Customer's use of the Service reaches a defined credit limit, Dotbee also has the right to demand immediate payment for the Customer to continue using the Service.

7 – Customer Data

7.1 All Customer Data belongs to the Customer or another rightful owner and constitutes their property, and Dotbee may only use such Customer Data to deliver the Services and

to fulfil obligations required by law. Dotbee bears no responsibility for Customer Data. Notwithstanding the above, Dotbee has the right to analyse and process Customer Data and usage of the Services for its own purposes in order to monitor usage and for statistical purposes.

7.2 Upon termination of the Agreement regardless of the reason and fourteen (14) calendar days thereafter, Dotbee is entitled to permanently delete and destroy all Customer Data that is not required to be retained by law. The Customer has no right to access Customer Data or other information in the Services after the Agreement has ended.

8 – Intellectual Property Rights

8.1 All rights, including ownership, intellectual property rights, and technical solutions related to the Services belong to Dotbee. The Customer is only entitled to use these rights and technical solutions in accordance with the Agreement. The Agreement does not grant the Customer or any third party any intellectual or other rights to the Services, software, or technical solutions related to the Services, other than the agreed licence to use. Nor does the Agreement grant any rights to trademarks or other distinctive signs belonging to or used by Dotbee. The right to use the Services is granted through a licence, not through sale.

8.2 Under no circumstances may the Customer modify, decompile, or perform reverse engineering of the Services or related software.

9 – Personal Data

9.1 When providing the Services, Dotbee is obliged to handle Customer Data, including personal data, in accordance with the Electronic Communications Act (2022:482). If Dotbee acts as a data processor under the General Data Protection Regulation (GDPR, Regulation (EU) 2016/679), Dotbee shall fulfil its obligations as a data processor in accordance with mandatory provisions in applicable law, including GDPR, and the instructions and terms set forth in the data processing agreement available at www.dotbee.se, which forms an integral part of the Agreement. In such cases, the Customer, as data controller, is fully responsible for ensuring that personal data is processed in accordance with applicable legislation, including GDPR.

10 – Suspension of Service

10.1 Dotbee has the right to suspend the Customer's access to the Service if:

- (i) the Customer, or another party, uses the Service in a way that gives reason to suspect that the Customer's account has been taken over by unauthorised persons, that login credentials have been compromised, or that the Service is otherwise being misused;
- (ii) the Customer transfers, sublicenses, or otherwise allows a third party to use the Service (for example, through time-sharing or as a service);
- (iii) the Customer generates a disproportionately high number of requests to the Service or otherwise uses the Service in a manner indicating an abnormal traffic pattern;
- (iv) it is feared that the Customer will not pay for the use of the Service; or
- (v) the Customer otherwise breaches the Agreement.

Dotbee shall, without undue delay, notify the Customer in accordance with section 19 if the Service becomes unavailable due to any of the above actions.

11 – Confidentiality

11.1 Each party undertakes not to disclose, use, or make available any information relating to the other party obtained in connection with this Agreement, either during the term of the Agreement or thereafter, without the prior written consent of the other party. For the purposes of this clause, confidential information shall mean all non-public information – regardless of form – concerning, for example, business strategies, customer data, technical solutions, business relationships, or internal affairs.

The obligation of confidentiality shall not apply to information that:

- (i) was already publicly available at the time of receipt or subsequently becomes publicly available without breach of this Agreement by the receiving party,
- (ii) was received in good faith from a third party without any confidentiality obligation,
- (iii) was independently developed by the receiving party without reference to the confidential information,
- (iv) has been disclosed by the disclosing party without confidentiality restrictions, or
- (v) is required to be disclosed by law, court order, or request by a public authority.

The above confidentiality obligations shall not prevent Dotbee from processing or disclosing Customer Data or traffic data to the extent required under applicable law.

11.2

The confidentiality obligation under this section shall remain in force during the term of the Agreement and for three (3) years following its termination.

12 – Limited Warranty

12.1 Dotbee warrants that the Services, under normal conditions and intended use, will substantially function in accordance with the description on www.dotbee.se or otherwise in the Agreement.

12.2 Except for the warranties set forth in section 12.1, and subject to legal limitations, Dotbee disclaims all other warranties. This includes, but is not limited to, warranties regarding the commercial usefulness of the Services, their fitness for a particular purpose, or that the Services will always be available without interruptions or entirely free from errors or defects.

13 – Limitation of Liability

13.1 Dotbee's liability under the Agreement is limited to direct damages, except in cases where the damage was caused by willful misconduct or gross negligence. In such cases, Dotbee shall also be liable for indirect damages.

13.2 Dotbee undertakes, without undue delay and on commercially reasonable terms, to remedy any errors that significantly impair the Customer's use of the Services and that are attributable to Dotbee. In cases other than Dotbee's willful misconduct or gross negligence, and subject to the limitations set out in the Agreement, the Customer is not entitled to fee reductions, damages, or other remedies due to disruptions or errors that hinder or impair the use of the Services.

13.3 Dotbee shall defend and indemnify the Customer against any damages arising from claims, lawsuits, or other legal proceedings brought against the Customer based on allegations that the use of the Services under the Agreement constitutes an infringement of a third party's intellectual property rights, provided that the Customer immediately notifies Dotbee of such claims and grants Dotbee full authority to handle the matter. Dotbee shall not be liable for claims resulting from the use of the Services in combination with other software or hardware where the use of the Services alone would not constitute an infringement. If the Services are found to infringe upon the rights of others, Dotbee shall, at its own expense and discretion, take one of the following actions:

- (i) ensure that the Customer may continue using the Services;
- (ii) replace the Services with a new service that materially corresponds in functionality and performance; or
- (iii) modify the Service so that it no longer constitutes an infringement, without materially impairing its functionality or performance.

If Dotbee determines that none of the above measures are technically, commercially, or economically reasonable, either party shall have the right to terminate the Agreement. In such event, Dotbee shall refund any prepaid fees for Services not yet utilized.

13.4 Except in cases of willful misconduct or gross negligence, and subject to Section 13.3, Dotbee's total liability for any direct losses under the Agreement shall in all circumstances be limited to an amount corresponding to the agreed fixed fees (excluding traffic fees) paid by the Customer for the Services during the twelve (12) months preceding the breach giving rise to the claim.

13.5 The Customer is fully responsible for all use of the Services and shall indemnify and hold Dotbee harmless from all claims, damages, costs, fees, and other losses arising from the use of the Services by the Customer or its Users in violation of applicable law, the Agreement, good business practice, or accepted standards of conduct.

This includes, but is not limited to, cases where the Services are used to distribute misleading, fraudulent, or inappropriate content, such as scam messages, phishing, or

spam, resulting in claims or penalties from authorities, operators, or third parties, or causing Dotbee direct financial harm such as legal costs, service blocks, contractual penalties, or lost revenue. This indemnity shall not apply where the damage was caused by Dotbee's willful misconduct or gross negligence.

14 – Force Majeure

14.1 Events or circumstances, whether individually or in combination, that affect a party's ability to fulfil its obligations under this Agreement and that are beyond the party's control shall be deemed to constitute Force Majeure. Such events include, but are not limited to:

- (i) explosion, fire, accident, epidemic, or natural events of a serious nature,
- (ii) acts of war, public disorder, civil unrest, or threats of terrorism,
- (iii) labour disputes such as strikes or lockouts, and
- (iv) other unforeseen circumstances that could not reasonably have been avoided or controlled by the affected party.

If a party is prevented from or delayed in performing any of its contractual obligations due to any of the above-mentioned situations, the party shall notify the other party without undue delay and explain the cause. Any obligations affected by Force Majeure shall be suspended for as long as the hindrance persists, without the affected party incurring any liability as a result.

15 – Term and Termination

15.1 The Agreement enters into force when the Customer approves the terms via an Order, specific agreement, or other agreed method.

15.2 Unless otherwise stated in the Order, the Agreement is automatically renewed for successive periods, each equal in length to the Initial Term, unless either party provides written notice of termination at least three (3) months before the end of the current term. If no fixed term has been agreed, the Agreement shall continue until further notice with a mutual termination period of three (3) months.

15.3 Either party has the right to terminate the Agreement early, with written notice, if the other party materially breaches its obligations under the Agreement and fails to remedy such breach within ten (10) days of written notice. If the Customer terminates the Agreement under this clause, Dotbee shall refund the prepaid fees for the remaining term. Each party also has the right to immediately terminate the Agreement if the other party is declared bankrupt or otherwise becomes insolvent. If Dotbee terminates the Agreement under this clause, the Customer shall immediately pay all fees for the remaining term.

15.4 Dotbee has the right to terminate the Agreement if Dotbee ceases to provide the Service. Such termination shall take effect no earlier than two (2) months after Dotbee has notified the Customer in writing.

15.5 Termination must be made in writing.

16 – Amendments

16.1 Dotbee reserves the right to amend these General Terms and adjust prices in accordance with section 6. The Customer shall be notified of such amendments via email, by making the changes available on www.dotbee.se or in another manner via the Services. Except for notifications under section 6.2, the Customer shall be deemed to have received notice within two (2) weeks from when it was sent via email or made available on the website or in the Services. If the Customer does not accept a change in terms, the Customer has the right to terminate the Agreement with immediate effect within twenty (20) calendar days from when the email was sent or the change published, provided the change has a materially adverse effect for the Customer.

In the case of Dotbee increasing fees in accordance with section 6.3, the Customer is entitled to terminate the Agreement no later than the date the change takes effect.

If the Agreement is not terminated by the Customer within the aforementioned time limit, the Customer shall be deemed to have accepted the new terms and prices.

17 – Assignment

17.1 Neither party may assign its rights or obligations under the Agreement to another party without the prior written consent of the other party. Such consent shall not be unreasonably withheld. Notwithstanding the foregoing, Dotbee is entitled, in whole or in part, to assign its rights and obligations under the Agreement to a company within the same corporate group as Dotbee without the Customer's consent.

18 – Entire Agreement

18.1 The Agreement constitutes the entire understanding between the parties regarding the Services and replaces all prior agreements and understandings, both written and oral. Except as expressly provided in the Agreement, any amendment or addition to the Agreement must be made in writing and signed by both parties or electronically approved by them. In the event of any conflict or inconsistency between the provisions of these General Terms and any appendix, amendment, or Order, the latter documents shall take precedence over the General Terms.

19 – Notices via Email

19.1 Email notifications to the Customer shall be sent to the address provided by the Customer when placing the Order or subsequently updated. The Customer is responsible for ensuring that a valid email address is always registered with Dotbee and linked to the Service. Dotbee shall be deemed to have fulfilled its notification obligation as soon as the email has been sent to the address provided by the Customer.

20 – Disputes

20.1 Any dispute arising out of or in connection with the Agreement shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce.

20.2 If the value of the dispute does not exceed SEK 200,000, the SCC's Rules for Expedited Arbitration shall apply. If the value of the dispute exceeds SEK 200,000, the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. If the value of the dispute is between SEK 200,000 and SEK 1,000,000, the arbitral tribunal shall consist of one (1) arbitrator. If the value of the dispute exceeds SEK 1,000,000, the arbitral tribunal shall consist of three (3) arbitrators. The value of the dispute shall include the claimant's demands in the request for arbitration and any counterclaims stated in the respondent's reply.

The arbitration shall take place in Stockholm. Unless otherwise agreed, the language of arbitration shall be Swedish.