

CloudAMQP Terms of Service

Our Terms of Service was last updated on September 19, 2022.

These Terms of Service (“Terms” or “Agreement”) govern your use of CloudAMQP (the “Service”) provided by 84codes AB. The Terms also incorporate 84codes Data Processing Agreement (Exhibit 1) and Program Policies (Exhibit 2).

Definitions

All capitalized Terms used in these Terms of Service, but not defined in the CloudAMQP Customer Agreement or other agreement with us governing your use of the Services, shall have the meanings given to them below:

Application: means the Product/Service that is built by you by using the Service.

Confidential Information: means information described in the Confidentiality section of the Agreement.

Content: means all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) to which you may have access as part of, or through your use of, the Service.

Customer: means the individual or company using the Service provided by 84codes AB.

Customer Data: means the data that the Data Controller enters into the Service provided by the Data Processor.

Data Controller: means the entity which determines the purposes and means of the Processing of Personal Data.

Data Processor: means the entity which Processes Personal Data on behalf of the Data Controller.

Data Protection Regulation: means all applicable laws relating to data protection, including without limitation the EU General Data Protection Regulation 2016/679, (the “GDPR”).

Discloser: means the party which is disclosing Confidential Information.

Personal Data: means any Customer Data that relates to an identified or identifiable individual, to the extent that such information is protected as Personal Data under applicable Data Protection Regulation.

Service or Service Offering: means the Service provided by 84codes AB that is the base of the Contract.

SLA: means CloudAMQP Service Level Agreement located on the Web Site.

Subprocessor: means a third-party Data Processor engaged by the Data Processor, who has or potentially will have access to or process the Data Controller's Data under this DPA for the provision of Services.

Recipient: means the party which is receiving Confidential Information.

Terms: means the Terms of Service for the Service Offering.

Your/Yours: means the entity contracting for the Service and its affiliates. For the purposes of these terms, "affiliates" shall mean any entity controlling, controlled by, or under common control with you. The term "control" and the correlative terms "controlling", "controlled by" and "under common control with" shall mean the legal, beneficial or equitable ownership, directly or indirectly, of more than fifty percent of the aggregate of all voting equity interests in an entity.

Web Site: means CloudAMQP's web site available at <https://www.cloudamqp.com/>.

1. Your Agreement with 84codes AB

1. Your use of the Service is governed by this Agreement unless a separate Terms of Service Agreement is or has been entered into by the parties, in which case that agreement shall apply to your use of the Service. "84codes AB" means 84codes AB, with VAT number SE556898078201, and its subsidiaries or affiliates involved in providing the Service.
2. By using the Service, you agree to these Terms of Service and the Data Processing Agreement (Exhibit 1) and to comply with our Program Policies (Exhibit 2), which are incorporated herein.
3. You may not use the Service if you are a person banned from receiving the Service under the laws of Sweden, or other countries including the country in which you are resident or from which you use the Service. You affirm that you are over the age of 13, as the Service is not intended for children under 13.
4. If you are accepting these Terms and use the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so and have the full legal capacity to bind such entity.
5. Additional instructions, Agreements or Terms (if any) outside the scope of these Terms of Service require a prior written agreement between 84codes AB and the Customer. An agreement on any additional fees payable by the Customer to 84codes AB for carrying out further instructions and/or Terms must also be established.

2. Your General Obligations and Account

1. You are responsible for the security of your passwords and for any use of your account. If you become aware of any unauthorized use of your password or your account, you agree to notify 84codes AB immediately. You must provide accurate and complete registration information anytime you register to use the Service.

2. Your use of the Service must comply with all applicable laws, regulations, and ordinances, including any laws regarding the export of data or software. You agree not to use the Service in, including but not limited to, the design, development, production, or use of missiles or the design, development, production, stockpiling, or use of chemical or biological weapons.
3. You agree not to (a) access (or attempt to access) the administrative interface of the Service by any means other than through the interface that 84codes AB provides in connection with the Service, unless you have been specifically allowed to do so in a separate agreement with 84codes AB, or (b) engage in any activity that interferes with or disrupts the Service (or the servers and networks which are connected to the Service).
4. Notification(s) of information concerning the Customer's account will be sent to the Customer's registered team notification email address. It is the Customer's sole responsibility to ensure that the Customer always maintains accurate contact information on the service management console and secure transmission.

3. Personal Data

1. To the extent you input any Personal Data in the Service, you are the Data Controller (or the Data Processor, depending on the relationship you have with your customer) and 84codes AB is the Data Processor (or the Subprocessor, depending on the relationship you have with your customer).
2. Unless a separate Data Processing Agreement has been entered into by the parties, each party shall comply with the Data Processing Agreement (Exhibit 1).
3. You agree that you will protect the privacy and legal rights of the users of your Application. You must provide a legally adequate privacy policy and protection for those users.

4. Fees and Payment

1. Subject to the Terms, the Service is provided to you without charge up to certain limits. Usage over this limit (overage usage) requires your purchase of additional resources or Services. 84codes AB may change its fees and payment policies for the Service by notifying you at least fifteen (15) days before the beginning of the billing cycle in which such change will take effect.
2. You are responsible for providing accurate payment details. For all purchased resources and Services, 84codes AB provides three main payment options: credit card, wire transfers (an administrative fee of \$9/invoice is added to invoices paid with this payment option), and prepayment via credits (credits are non-refundable and valid for a period of 12 months, starting from the purchasing date). If you need to purchase our service via a PO, please contact billing@cloudamqp.com.
3. 84codes AB's billing is pro-rated, meaning that the Customer only pays for the time the Service has been available to them and that the payment is made the month after the delivery of the service. An invoice is generated at the beginning of each month and concerns the usage period of the previous month. The rates for CloudAMQP may be reviewed at our Web Site. Actual fees for the Service will vary depending on your use of the Service.
4. You acknowledge and agree that 84codes AB may share any credit card and related billing and payment information that you provide to 84codes AB with

companies who work on 84codes AB's behalf, such as payment processors and/or credit agencies, solely to check credit, and effecting payment to 84codes AB. Your credit card data will be shared with and stored by our PSP.

5. If the Customer has chosen to pay via credit card, 84codes AB will automatically charge the card after the invoice is generated. You are responsible for having a balance that covers the invoice amount when your credit card is charged. The payment is due within fifteen (15) days from the invoice date.
6. If the Customer has chosen to pay through wire transfers, the invoice shall be paid within fifteen (15) days from the invoice date, according to our payment term NET15.
7. Accounts with failed charges and outstanding invoices will receive an email about this matter to their registered billing email when an invoice has passed its due date. The Customer is therefore responsible for providing 84codes AB with correct and updated contact information. 84codes AB reserves the right to discontinue the provision of the Service to you for any late payments. Late payments may also bear interest at a rate of the Swedish base rate (Sw. referensränta) plus eight (8) percentage points.
8. Charges to customers within the EU include taxes. Companies acting within the EU shall provide 84codes AB with their VAT number upon registration to get the VAT- fee deducted from their invoices in line with the reverse charge rule. For customers outside the EU, charges are exclusive of taxes. You are responsible for paying all taxes and government charges, and all reasonable expenses and attorney's fees 84codes AB incurs collecting late amounts.
9. To the fullest extent permitted by law, refunds (if any) are at the discretion of 84codes AB, and only in the form of credit for the Service. Nothing in these Terms obligates 84codes AB to extend credit to any party.
10. To the fullest extent permitted by law, you waive all claims relating to charges unless claimed within sixty (60) days after the payment (this does not affect your credit card issuer rights). Charges are solely based on 84codes AB's measurements of your use of the Service unless otherwise agreed to in writing.
11. You may not create multiple accounts to simulate or act as a single account or otherwise access the Service in a manner intended to avoid incurring fees.

5. Content in the Service and Take Down Obligations

1. You understand that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos, or other images) to which you may have access as part of, or through your use of, the Service are the sole responsibility of the person from which such Content originated. All such information is referred to below as the "Content". The term Content shall specifically exclude the Application that you create by using the Service and any source code written by you to be used with the Service.
2. 84codes AB reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content from the Service. You agree to immediately take down any Content that violates the Program Policies, including pursuant to a take-down request from 84codes AB. If you elect not to comply with a request from 84codes AB to take down certain Content, 84codes AB reserves the right to take down such Content directly or to disable the Service.

3. If you become aware of any violation of the Program Policies by an end-user of the Application, you shall immediately terminate such end-user's account on your Application. 84codes AB reserves the right to terminate end-users of 84codes AB accounts or disable the Service in response to a violation or suspected violation of the Program Policies, as outlined in Section 5.2.
4. You agree that you are solely responsible for (and that 84codes AB has no responsibility to you or any third party for) the Application or any Content that you create, transmit, or display while using the Service and for the consequences of your actions (including any loss or damage which 84codes AB may suffer) by doing so.
5. You agree that 84codes AB has no responsibility or liability for the deletion or failure to store any Content and other communications maintained or transmitted through the use of the Service. You further acknowledge that you are solely responsible for securing and backing up your Application and any Content.

6. Proprietary Rights

1. You acknowledge and agree that 84codes AB (or 84codes AB's licensors) owns all legal right, title and interest in and to the Service, including any intellectual property rights which exists in the Service (whether those rights happen to be registered or not, and wherever in the world those rights may exist).
2. Unless you have agreed otherwise in writing with 84codes AB, nothing in the Terms gives you a right to use any of 84codes AB's trade names, trademarks, Service marks, logos, domain names, and other distinctive brand features.
3. Except as provided in Section 8, 84codes AB acknowledges and agrees that it obtains no right, title, or interest from you (or your licensors) under these Terms in or to any Content or the Application that you create, submit, post, transmit or display on, or through, the Service, including any intellectual property rights which subsist in that Content and the Application (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with 84codes AB, you agree that you are responsible for protecting and enforcing those rights and that 84codes AB has no obligation to do so on your behalf.

7. Access and Restrictions

1. During the term of this Agreement, Customer may access and use 84codes AB's Service. 84codes AB retains all right, title, and interest in and to the Service, including without limitation all software included in and used to provide the Service and all logos and trademarks reproduced through the Service. This Agreement does not grant Customer (a) any right to reproduce, modify, distribute, or publicly display or perform the software included in the Service or (b), any other right to the Service not specifically set forth herein.
2. Open-source software licenses for components of the Service released under an open-source license constitute separate written agreements. To the limited extent that the open-source software licenses expressly supersede these Terms, the open-source licenses govern your agreement with 84codes AB to use the components of the Service released under an open-source license.

8. License from You

1. 84codes AB claims no ownership or control over any Content or Application. You retain copyright and any other rights you already hold in the Content and/or Application, and you are responsible for protecting those rights, as appropriate. By submitting, posting or displaying the Content on or through the Service you give 84codes AB a worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute such Content for the sole purpose of enabling 84codes AB to provide you with the Service. Furthermore, by creating an Application through use of the Service, you give 84codes AB a worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute such Application for the sole purpose of enabling 84codes AB to provide you with the Service.
2. You agree that 84codes AB, in its sole discretion and with a prior written notice, may use your trade names, trademarks, Service marks, logos, domain names, and other distinctive brand features in presentations, marketing materials, customer lists, financial reports, and website listings (including links to your website) for the purpose of advertising or publicizing your use of the Service.

9. Confidentiality

1. In connection with this Agreement, Recipient may receive Confidential Information from Discloser. Confidential Information is information that is marked as confidential or which should be understood to be confidential, whether if disclosed in writing, or if disclosed orally. You acknowledge that 84codes AB is regularly audited against SOC 2 Type 2 standards by independent third-party auditors. Upon request, 84codes AB can supply a copy of its SOC 2 audit report, CAIQ, pen-test report or similar document, which shall be subject to the confidentiality provisions of the Terms.
2. Each party shall hold Discloser's Confidential Information in strict confidence for five (5) years and shall not disclose any such Confidential Information to any third party, other than to its Representatives, its Affiliates and their Representatives, subject to the other terms of this Agreement, and each case who need to know such information and who are bound by restrictions regarding disclosure and use of such information comparable to and no less restrictive than those set forth herein. Recipient shall not use Discloser's Confidential Information for any purpose other than as set forth in this Agreement. The foregoing obligations will not apply to Confidential Information of the other party which (a) is or becomes publicly known without breach of the Terms; (b) is discovered or created by the receiving party without use of, or reference to, the Confidential Information of the disclosing party; or (c) which was rightfully in the possession of the receiving party prior to receipt of the same from the disclosing party without any obligation of confidentiality related thereto; (d) which a party is required to disclose under any mandatory law or by order of a court or governmental body of competent jurisdiction.
3. Upon Discloser's written request, Recipient shall use commercially reasonable efforts to destroy the Confidential Information and any copies or extracts thereof. However, Recipient, its Affiliates and their Representatives may retain any Confidential Information that they are required to keep by applicable law,

professional standards, a court, or regulatory agency. Upon Discloser's request, Recipient will provide Discloser with written confirmation in compliance with this provision.

4. Each party acknowledges that a breach of this Section 9 may cause the other party irreparable harm. Therefore, each party agrees that those breaches may be stopped through injunctive proceedings in addition to any other rights and remedies which may be available to the injured party at law or in equity without the posting of a bond.

10. Termination of the Service

1. Unless otherwise stated in a separate Agreement or applicable Order, you may terminate these Terms at any time by canceling your account of the Service. You will not receive any refunds if you cancel your account.
2. You agree that 84codes AB, in its sole discretion, may terminate these Terms or suspend your access to your account at any time, for any or no reason, including in the event of your actual or suspected unauthorized use or overage usage of the Service, or non-compliance with these Terms. If 84codes AB terminates your use of the Services for reasons other than unauthorized use or non-compliance with these Terms (including the Program Policies) 84codes AB will notify you in advance. You agree that any termination of your access to the Service may be without prior notice, when and if 84codes AB, in its sole discretion deem it to be unauthorized use or non-compliance with these Terms (including the Program Policies), and you agree that 84codes AB will not be liable to you or any third party for such termination.
3. You are solely responsible for exporting your Customer Data and Content from the Service prior to termination of your account for any reason, provided that if we terminate your account, we will make reasonable efforts to permit you to retrieve your Service(s) for a reasonable period of time.
4. Upon any termination of the Service or your account these Terms will also terminate, but Sections 6.1, 9, 11, 12, 13, 15 and 16 shall continue to be effective after these Terms are terminated.

11. EXCLUSION OF WARRANTIES

1. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK AND THAT THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." 84CODES AB, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS MAKE NO EXPRESS WARRANTIES AND DISCLAIM ALL IMPLIED WARRANTIES REGARDING THE SERVICE INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, 84CODES AB, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (A) YOUR USE OF THE SERVICE WILL MEET YOUR REQUIREMENTS, (B) YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED THROUGH THE SERVICE WILL BE ACCURATE. FOR AVOIDANCE OF

DOUBT, A FAILURE TO COMPLY WITH ANY SERVICE LEVEL SHALL NOT BE CONSIDERED A BREACH OF THE TERMS, BUT MAY GIVE YOU THE RIGHT TO RECEIVE A COMPENSATION SET OUT IN THE SLA.

12. LIMITATION OF LIABILITY

1. SUBJECT TO SECTION 11.1 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT 84CODES AB, ITS SUBSIDIARIES, AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT OR REVENUE (WHETHER INCURRED DIRECTLY OR INDIRECTLY), LOSS OF ANTICIPATED SAVINGS, ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, INTERRUPTION OF BUSINESS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS. THE FOREGOING DISCLAIMER IN THIS PARAGRAPH SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.
2. THE LIMITATION OF LIABILITY IN PARAGRAPH 11.1 ABOVE SHALL APPLY WHETHER OR NOT 84CODES AB HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH DAMAGES.
3. IN THE EVENT THAT, NOTWITHSTANDING THE FOREGOING, 84CODES AB OR ITS AFFILIATES IS FOUND LIABLE TO YOU FOR DAMAGES FROM ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, IN NO EVENT WILL 84CODES AB'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE LESSER OF: SUPPLYING OF THE SERVICES AGAIN, OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN, OR REFUND OF 50% OF FEES ACTUALLY PAID FOR THE SERVICE IN THE MONTH PRECEDING THE APPLICABLE CLAIM GIVING RISE TO LIABILITY. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THE FOREGOING DISCLAIMER SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. YOU AGREE THAT 84CODES AB'S LIABILITY TO YOU AT LAW WILL BE REDUCED BY THE EXTENT, IF ANY, TO WHICH YOU CONTRIBUTED TO THE DAMAGE OR LOSS. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH IN THIS SECTION ARE INTEGRAL TO THE AMOUNT OF FEES CHARGED IN CONNECTION WITH PROVIDING THE SERVICES TO YOU, AND THAT IF 84CODES WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN, SUCH FEES WOULD OF NECESSITY BE SET SUBSTANTIALLY HIGHER.

13. Indemnification

1. 84codes AB agrees to hold harmless and indemnify the other party, and its subsidiaries, affiliates, officers, agents, employees, (collectively “Indemnified Parties”) from and against any third party claim arising from or in any way related to that the Service infringe upon the Intellectual Property Rights of a third party valid in the European Economic Area (“EEA”), provided that the Customer: (a) notifies 84codes AB of such claim immediately upon receipt of notice thereof; (b) provides 84codes AB, free of charge, with all available information, permissions and assistance; (c), grants 84codes AB the sole and exclusive right to control the defense of the claim; and (d) does not agree on any settlement of such claim or action prior to a final judgment thereon by a competent court of law or court of arbitration, without the express prior written consent of 84codes AB.
2. If 84codes AB deems that the Service infringe or may infringe upon any third party rights, 84codes AB shall have the right at its own expense and in its sole discretion, to (a) acquire for the Customer the right to continue the use of the Service; or (b) replace the Service; or (c) modify the Service to the extent necessary to avoid the infringement.
3. If none of the alternatives defined in Section 13.2 are available to 84codes AB on commercially reasonable terms and/or without the significant loss of time, 84codes AB shall have the right to terminate the Agreement in whole or in part subject to a notice period set by 84codes AB, upon which the Customer agrees to cease using the Service and 84codes AB agrees to reimburse the Fees paid by the Customer for the terminated Service, which should be a proportion equal to the time of use of the Service by the Customer.
4. The indemnity in this Section 13 shall not apply to, and 84codes AB is not liable for any claim that (a) is based on a claim by any Affiliate of the Customer; or (b) is based on the modification or alteration of the Service by the Customer; or (c) results from complying with any instructions, specifications or design given by the Customer or any third party under the command and control of the Customer; or (d) could have been avoided by using the latest version of the Service made available by 84codes AB to the Customer.
5. Customer agrees to defend, indemnify and hold 84codes AB harmless, and its subsidiaries, affiliates, officers, agents, employees, (collectively “Indemnified Parties”) from and against any third party claims, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys’ fees, of every kind and nature arising from or in any way related to any Application, Content or Customer Data (collectively “Your Data”) that You input in the Service, including without limitation claims that Your Data infringes third party intellectual property rights or that Your Data otherwise infringes applicable laws.

14. Other Content

1. The Service may include hyperlinks to other websites or Content or resources or email Content. 84codes AB may have no control over any web sites or resources which are provided by companies or persons other than 84codes AB.

2. You acknowledge and agree that 84codes AB is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such websites or resources.
3. You acknowledge and agree that 84codes AB is not liable for any loss or damage which may be incurred by you or users of your Application as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products, or other materials on, or available from, such websites or resources.

15. Changes to the Service and Terms

1. 84codes AB is continuously innovating to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Service which 84codes AB provides may change from time to time without prior notice to you. Changes to the form and nature of the Service will be effective with respect to all versions of the Service; examples of changes to the form and nature of the Service include without limitation changes to fee and payment policies, security patches, added functionality, and other enhancements.
2. 84codes AB reserves the right to change or modify any of the terms and conditions contained in the Terms or any policy governing the Service, at any time, by posting the new Terms at https://www.cloudamqp.com/legal/terms_of_service.html or such URL as 84codes AB may provide. Customer is responsible for regularly reviewing any updates to the Terms. If 84codes AB makes substantial changes to the Terms in any way, we will give you a thirty (30) days notice. Any changes or modifications to this Agreement will become binding (a) by Customer's written acceptance of updated terms, or (b) after Customer's continued use of the Service after such terms have been updated by 84codes AB. For avoidance of doubt, the previous shall not affect Customers with separate Agreements which specifically governs changes to the Terms.

16. General Legal Terms

1. The Terms constitute the legal agreement between you and 84codes AB and govern your use of the Service (but excluding any Services which 84codes AB may provide to you under a separate written agreement), and completely replace any prior agreements between you and 84codes AB in relation to the Service.
2. There are no third-party beneficiaries to these Terms. The parties are independent contractors, and nothing in these Terms creates an agency, partnership or joint venture. If 84codes AB provides you with a translation of the English language version of these Terms, the English language version of these Terms will control if there is any conflict.
3. You agree that 84codes AB may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Service on the sole ground of providing you with the Service.
4. You agree that if 84codes AB does not exercise or enforce any legal right or remedy which is contained in the Terms (or which 84codes AB has the benefit of

- under any applicable law), this will not be taken to be a formal waiver of 84codes AB's rights and that those rights or remedies will still be available to 84codes AB.
5. You acknowledge and agree that 84codes AB may provide information to third parties in response to valid legal processes, such as subpoenas, search warrants, and court orders, or to establish or exercise its legal rights or defend against legal claims. 84codes AB shall not be liable for any use or disclosure of such information by such third parties.
 6. 84codes AB shall not be liable for failing or delaying performance of its obligations resulting from any condition beyond its reasonable control, including but not limited to governmental action, acts of terrorism, earthquake, fire, flood, or other cases of force majeure, labor conditions, power failures, and Internet disturbances.
 7. The Terms, and your relationship with 84codes AB under the Terms shall be governed by the laws of Sweden without regard to its conflict-of-law provisions. You and 84codes AB agree to submit to the exclusive jurisdiction of the courts located within Sweden to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that 84codes AB shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

EXHIBIT 1: 84CODES AB TERMS OF SERVICE

Data Processing Agreement

This Data Processing Agreement (the "DPA") is an exhibit to the Terms of Service (hereinafter referred to as Contract). It is incorporated therein, agreed between the Data Controller and the Data Processor in connection with registration for the Service. It regulates in detail the measures for processing personal related data under commission.

Our DPA was last updated on September 19, 2022.

DEFINITIONS

Unless otherwise defined in the Terms, all capitalized terms used in this DPA shall have the meaning given to them below:

Additional Instructions: means any instructions from Data Controller to the Data Processor which have not been fixed in this DPA upon its execution.

Content: means all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) to which you may have access as part of, or through your use of, the Service.

Customer: means the individual or company using the Service provided by 84codes AB.

Data Controller: means the entity (Customer) which determines the purposes and means of the Processing of Personal Data.

Data Processor: means 84codes AB, reg.no. 556898-0782 and its wholly-owned affiliates, which is the entity that Processes Personal Data on behalf of the Data Controller.

Data Protection Regulation: means all applicable laws relating to data protection, including without limitation the EU General Data Protection Regulation 2016/679, (the “GDPR”).

Data Subject: means an identified or identifiable individual, who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an ID number, location data, an online ID, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Personal Data: means any information relating to an identified or identifiable individual, to the extent that such information is protected as Personal Data under Applicable Data Protection Law.

Process or Processing: means any operation or set of operations which is performed on Personal Data or sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Security Incident: means any unauthorized or unlawful breach of security leading to the unauthorized or accidental destruction loss, alteration, unauthorized disclosure of or access to Personal Data

Service or Service Offering: means the Service provided by 84codes AB that is the base of the Terms and this DPA.

2010 SCCs: means the standard contractual clauses approved by the European Commission in decision 2010/87/EC, dated 5 February 2010.

2021 SCCs: means the standard contractual clauses approved by the European Commission in decision 2021/914/EC, dated 4 June 2021.

Subprocessor: means a third-party subcontractor engaged by the Data Processor which, as part of the subcontractor’s role of delivering the services, Processes Personal Data on behalf of the Data Controller.

Supervisory Authority: means an independent public authority that is established pursuant to GDPR Article 51. For example, Swedish Authority for Privacy Protection (IMY, [Integritetsskyddsmyndigheten](https://www.integritetsskyddsmyndigheten.se)), in Sweden.

Terms: The Terms of Service for the Service Offering.

Third Country: means a country or region outside the European Union ("EU") or the European Economic Area ("EEA").

You/Yours: means the entity contracting for the Service and its affiliates. For the purposes of these terms, "affiliates" shall mean any entity controlling, controlled by, or under common control with you. The term "control" and the correlative terms "controlling", "controlled by" and "under common control with" shall mean the legal, beneficial or equitable ownership, directly or indirectly, of more than fifty percent of the aggregate of all voting equity interests in an entity.

1. Scope of the DPA

1. This DPA applies where and only to the extent that 84codes AB processes Personal Data on behalf of Customer in the course of providing the Service to the Customer pursuant to the Terms. 84codes AB is the Data Processor and shall Process Personal Data as necessary to perform the Service pursuant to the Terms and as further instructed by the Data Controller in its use of the Service. This DPA regulates the measures to protect Personal Data according to Art. 28 of the GDPR.
2. The Personal Data Processed by the 84codes AB under this DPA and details of the Processing is described in **Appendix 1** ("Data Processing Instructions") attached to this DPA.
3. Additional Instructions or terms (if any) outside the scope of this DPA requires a prior written agreement between 84codes AB and the Customer. An agreement on any additional fees payable by Customer to 84codes AB for carrying out further instructions and/or terms must also be established.

2. Rights and Obligations of the Data Controller

1. Customer shall be responsible within the framework of this DPA for complying with the Applicable Data Protection Law's legal provisions, particularly in relation to the allocation of Processing with respect to the Data Processor, and for the Processing itself.
2. Customer has the right to give instructions to 84codes AB in the following subjects:
 - With regard to the handling of the order
 - With regard to the procedure in case of data privacy breaches
 - With regard to additional data security measures
3. The instructions shall be written and at first be fixed in this DPA and **Appendix 1**. These instructions may subsequently be amended, supplemented, or replaced by written Additional Instructions of Customer to 84codes AB. Additional Instructions (if any) need to be agreed upon beforehand as per section 1.3. 84codes will attempt to accommodate eventual Additional Instructions; however, nothing in this DPA shall require 84codes AB to change the terms of this DPA.
4. Customer shall ensure that its instructions and usage of the Service comply with all applicable Data Protection Regulation.
5. Notification(s) of information concerning the Processing or Security Incident (if any), will be delivered to the Data Controller's email address. It is the Customer's

sole responsibility to ensure that it maintains accurate contact information on the service management console and secure transmission at all times.

6. Customer have the right to perform controls of 84codes AB's technical and organizational measures according to section 9 and as further described in **Appendix 2** ("Technical and Organizational Measures") before starting the Processing, and to check them afterward in regular intervals, but no more than each year. An independent auditor could also perform these controls on behalf of Customer. Upon request, 84codes AB can supply a copy of its SOC 2 audit report(s), CAIQ or pen-test report, which all shall be subject to the confidentiality provisions under the Terms.
7. Customer shall inform 84codes AB without delay when it notices any mistakes or irregularities while performing controls according to section 2.6. 84codes AB shall correct such errors or irregularities without delay.

3. Processing of Personal Data

1. 84codes AB ensures that, during the term of this DPA, it has implemented and further undertakes to comply with appropriate technical and organizational measures in such a manner that its Processing of Personal Data under this DPA will meet the requirements of Applicable Data Protection Regulation and ensure the protection of the rights of the Data Subject.
2. 84codes AB undertakes to only Process the Personal Data pursuant to the Data Controller's documented instructions and within the Service Offering's framework, unless in exceptional cases as per Applicable Data Protection Regulation. Customer's initial instructions to 84codes AB regarding the subject-matter and duration of the Processing, the nature and purpose of the Processing, the type of Personal Data, and categories of Data Subjects are set forth in this DPA and **Appendix 1**.
3. 84codes AB shall inform Customer without undue delay if it would discover that an instruction would violate applicable Data Protection Regulation. 84codes AB shall be authorized to interrupt this instruction's performance until it is confirmed or changed by the responsible person of Customer.
4. For the Processing of Personal Data, 84codes AB shall apply all measures defined in this DPA.
5. 84codes AB shall produce and update a list of all categories of activities which it carries out on behalf of Customer, including the compulsory specifications according to Art. 30 para. 2 of the GDPR as set out in **Appendix 1**.
6. 84codes AB shall not use the data for other purposes than specified by Customer or generate copies or duplicates without knowledge of Customer.
7. 84codes AB shall not view, access, edit, or use the Personal Data without specific permission, or when required to maintain the Service, or as necessary to comply with the Terms, the law, Program Policies or binding order of a Supervisory Authority.
8. Processing by telecommuting is allowed for employees of 84codes AB. 84codes AB ensures that the Processing by telecommuting complies with required data protection measures, meaning that the data is protected against unauthorized access.

9. Data for testing purposes will be kept closed until Customer instructs 84codes AB to destroy, erase or block it in accordance with the data protection law or to return the Personal Data.

4. Confidentiality and Integrity

1. 84codes AB is obliged to ensure that the persons authorized to Process the Personal Data have committed themselves to confidentiality in writing before taking up the activity. Furthermore, 84codes AB shall ensure that its associates are sufficiently informed on the regulations of the GDPR as well as on further relevant data protection requirements and are familiar with the instructions of Customer.
2. Customer shall be obliged to respect the confidentiality of all business secrets and data protection measures of 84codes AB which may be disclosed within the framework of the contractual relationship. Any Confidential Information disclosed shall be subject to the confidentiality section in the Terms.

5. Disclosure of Personal Data and Information etc.

1. 84codes AB shall forward any request to Customer from a Data Subject, Supervisory Authority or any other third party, who is requesting receipt of information regarding Personal Data that 84codes AB is Processing under this DPA. 84codes AB, or anyone working under 84codes AB's supervision, shall not disclose Personal Data, or information about the Processing of Personal Data, without Customer's expressed instruction or as provided in this DPA, unless required by applicable Data Protection Regulation.

6. Request from Data Subjects

1. If 84codes AB receives a request from Customer's Data Subject to exercise one or more of its rights under the GDPR in connection with the Service for 84codes AB is a data processor or subprocessor, 84codes AB will redirect the data subject to make its request directly to Customer. Customer will be responsible for responding to any such request. 84codes AB shall (at Customer's expense) provide reasonable cooperation to assist Customer to respond to any requests from individuals or applicable data protection authorities relating to the processing of Personal Data under the Terms.
2. To the extent 84codes AB is required under applicable Data Protection Regulation or this DPA, 84codes AB will assist Customer with any requests or duties.

7. Contact with Supervisory Authority and Government Agencies

1. 84codes AB shall inform Customer of any inquiries from the Supervisory Authority concerning Processing of Personal Data under the DPA. 84codes AB is not entitled to represent Customer or act on Customer's behalf in relation to Supervisory Authority.
2. 84codes AB shall, to the extent required by law, cooperate with any government agencies or authorities with jurisdiction regarding any inquiry or investigation. 84codes AB shall not be an active participant in such investigations and its role is limited to compliance with requests made by such authorities.

8. Subprocessing

1. Upon execution of this DPA, 84codes AB is granted general authorization to engage Subprocessors to fulfill its contractual obligations under this DPA or to provide specific services on its behalf, such as providing support services. The Subprocessors assigned by the Data Processor at the time of execution of this DPA are listed in **Appendix 3** ("Subprocessors of the Data Processor") to this DPA.
2. When engaging a Subprocessor, 84codes AB is responsible for ensuring that such Subprocessor provides sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the Processing meets the requirements of applicable Data Protection Regulation. 84codes AB will provide Customer with reasonable prior notice if it intends to make any changes to its Subprocessors, thereby allowing Customer the opportunity to object to the change. Customer shall notify 84codes AB of such objection within ten (10) days of receiving the change notice. In such an event, the parties will discuss in good faith with a view to achieving resolution. If this is not possible, Customer may terminate the Terms.
3. 84codes AB shall ensure by contract that the provisions fixed between Customer and 84codes AB shall apply accordingly to the Subprocessor(s). Thus, 84codes AB shall enter into a written agreement with its Subprocessor(s). To the extent that the Subprocessor(s) performs the same Processing services that 84codes AB is providing under this DPA, 84codes AB will impose on the Subprocessor(s) the same contractual obligations that 84codes AB has under this DPA.
4. 84codes AB shall verify the Subprocessor's compliance with the DPA when entering into a contract and regularly thereafter (or when necessary changes occur). 84codes AB shall document the results of these controls.

9. Technical and Organizational Measures

1. Within the area of its responsibilities, 84codes AB shall organize the internal organization in a way to meet the special requirements of data protection. 84codes AB will take technical and organizational measures to adequately protect the data of the Data Controller by meeting the requirements of Art. 32 of the GDPR.
2. 84codes AB shall make available to Customer all information necessary to demonstrate compliance with the obligations laid down in Article 28 and allow for and contribute to audits, including inspections, conducted by Customer or another auditor mandated by Customer. The cost of such inspection and compliance review will be at Customer's expense.
3. 84codes AB shall immediately notify Customer if the safety measures taken by 84codes AB differ from the requirements agreed upon, or if severe disturbances occur in the operating procedure, or in case of violations of applicable Data Protection Regulation or the provisions made in this DPA by 84codes AB or the persons employed by it, as well as in the case of suspicion of data breaches as per section 11 below or irregularities in the processing of Personal Data.

10. Transfer and Storage of Personal Data

1. 84codes AB will only undertake transfer of Personal Data to a Third Country upon a prior written request by Customer. Prior to requesting 84codes AB to

transfer Personal Data to a Third Country, Customer ensures that they have made the proper risk analysis as required by law.

2. For the avoidance of doubt, 84codes does not physically host any of the servers provided for the Service. Instead, data centers provided by external cloud platforms are used, which the Customer chooses itself when using the Service. These cloud platforms are listed as Subprocessors in **Appendix 3**.
3. 84codes does not know what kind of Personal Data the Customer is handling while using the Service and employees of 84codes do not look at Customer's Personal Data (unless we have a reason to believe that Customer is interfering with our Program Policies), nor copy the Personal Data to a server other than the one chosen by Customer. All Data stored in the Service is stored until the Customer removes the data, either manually or by policies. Backups (where applicable) are deleted after 30 days. For avoidance of doubt, 84codes AB does not backup and Content (messages) within the Service.

11. Transfer of Personal Data to Third Country

1. As detailed in 10.2, 84codes AB processes all Content in the geographic location(s) that Customer specifies via the Service. The 2010 or 2021 SCCs will apply to Personal Data that is transferred outside the European Economic Area, either directly or via onward transfer, to any country not recognized by the European Commission as providing an adequate level of protection for Personal Data.
2. The parties agree that, from and including the effective date of the Terms, that the 2021 SCCs shall be deemed incorporated by reference into and form an integral part of this DPA as follows:
 - a. the "data exporter" shall be Customer and the "data importer" shall be 84codes AB
 - b. Module Two terms shall apply where Customer is Data Controller and Module Three terms shall apply where Customer is Processor (and 84codes AB is Subprocessor).
 - c. Clause 7, optional docking clause is removed.
 - d. Clause 9, Option 2 shall apply and the time for period for notice of changes to Subcontractors shall be as agreed under the DPA.
 - e. Clause 11, optional clause is removed.
 - f. Clause 17, Option 1 shall apply and the SCCs shall be governed by Swedish law.
 - g. Clause 18 (b), disputes shall be resolved before the courts of Sweden.
 - h. Annex I and Annex II of the EU SCCs shall be deemed completed with the information set out in the Appendix I and II of this DPA; and
 - i. Annex III of the EU SCCs shall be deemed completed with the most recent list of Subprocessors in Appendix III of this DPA.
3. If 84codes AB adopts another alternative data export solution, as recognized under applicable Data Protection Regulation, then the alternative data export solution shall apply instead of the SCCs.
4. 84codes AB provides Customer the option to use the Service in a Third Country, including countries that may not provide adequate Personal Data protection according to the applicable Data Protection Regulation. In this respect, Customer

is solely responsible for which data center and region(s) it chooses for the Service (i.e., where the Personal Data will be Processed). Once Customer has made its choice, 84codes AB will not transfer the Personal Data from Customer's selected data center and region(s), unless upon explicit instruction from Customer or except as described in section 5.1 of this DPA.

5. 84codes AB shall, if possible, provide Customer with information about received requests for access to data from U.S. public authorities.
6. For the strict and necessary purposes of enabling the contractual relationship with you, your Personal Data may be communicated to third party judicial subjects of foreign countries whether within or outside the European Union always with respect to the rules contained in art. 44 to 50 of the GDPR.

12. Security Incident

1. In case of a Security Incident involving Personal Data Processed on behalf of Customer, 84codes AB shall take into account the nature of Processing and the information available to 84codes AB to support Customer in ensuring compliance with obligations pursuant to article 33 in the GDPR.
2. If 84codes AB becomes aware of a Security Incident, 84codes AB shall without undue delay notify Customer of the Security Incident. The notification shall at least:
 - Describe the nature of the violation, the categories concerned, and the approximate number of individuals and datasets affected;
 - Describe the likely consequences of the Security Incident;
 - Describe the measures taken or proposed to be taken, to mitigate the effects and to minimize any damage resulting from the Security Incident;
 - Provide the name and contact details of an 84codes responsible.

13. Liability

1. The liability of each party arising out of or related to this DPA (whether in contract, tort, or any other theory of liability) shall be subject to the exclusions and limitations of liability set out in the Terms. Customer agrees that any regulatory penalties incurred by 84codes AB in relation to the Personal Data that arise as a result of, or in connection with, Customer's failure to comply with its obligations under this DPA and applicable Data Protection Regulation shall count towards and reduce the 84codes AB's liability under the Terms as if it were a liability to Customer under the Terms.
2. Subject to section 13.1, Customer shall indemnify and hold harmless 84codes AB and its subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, suppliers or partners, (collectively "84codes AB and Partners") from and against any direct claims, including any claim from Data Subjects, against 84codes AB due to Processing of Personal Data which violates the applicable Data Protection Regulation, if such violation is due to unclear, inadequate or inadmissible instructions from Customer, inadequate information from Customer regarding the categories of Personal Data being Processed (e.g., if sensitive Personal Data is Processed without Customer having informed 84codes AB about this) or otherwise due to circumstance on Customer's side.

14. Term and Termination

1. This DPA shall continue in force until the termination of the Service (the "Termination Date").
2. Upon termination of this DPA, 84codes AB shall permanently erase, or completely block for access, all business-related information, documentation, and data provided by Customer, including Personal Data created in connection with this DPA, unless there is an obligation for the storage of Personal Data according to EU laws or the rights of member states (see Art. 28 para. 3 lit. g GDPR). The same applies to Subprocessors.

15. Changes and Additions etc.

1. 84codes AB may at any time make additions and/or amendments to this DPA and all its constituent elements (including any assurances granted by 84codes AB) by posting the new agreement at: https://www.cloudamqp.com/legal/terms_of_service.html or such URL that 84codes AB may provide. Customer is responsible for regularly reviewing any updates to the Terms. If 84codes AB makes substantial changes to the DPA in any way, we will give you a ten (10) days notice. Any changes or modifications to the DPA will become binding (a) by Customer's written acceptance of updated terms, or (b) after Customer's continued use of the Service after such terms have been updated by 84codes AB. You may reject the changes by terminating your account.
2. Regardless of 15.1, 84codes AB may at any time make additions and/or amendments to this DPA and all its constituent elements (including any assurances granted by 84codes AB), to comply with changes to applicable Data Protection Regulations or in response to guidance or mandates issued by any court, regulatory body, or supervisory authority with jurisdiction over 84codes AB.
3. If any provision of this DPA should be, or become, partly invalid or unenforceable, it shall not invalidate the whole agreement. Any provision of this DPA that is held invalid or unenforceable only in part or degree shall be rewritten by mutual agreement to closely reflect the invalid or unenforceable provision while being valid and enforceable.

16. General

1. What follows from the Terms shall also apply to the 84codes AB's Processing of Personal Data and the commitments according to this DPA. For avoidance of doubt; where there are conflicting provisions in the Terms and the DPA, the provisions in the DPA shall take precedence regarding all Processing of Personal Data and nothing in the Terms shall be considered to limit or change the commitments according to this DPA to the extent this would mean Customer does not comply with applicable Data Protection Regulation. SCCs shall prevail over any other Agreement.
2. Swedish law applies in all aspects to 84codes AB's Processing of Personal Data under this DPA.
3. Any dispute arising out of or in connection with the DPA shall be settled per the dispute resolution provision in the Terms.

Appendix 1: Data Processing Instructions

The following instructions apply to the Processing of the Personal Data under this DPA. In addition to what is stated in this DPA, the Data Processor shall comply with the instructions below:

The Processing shall include the following operations and purposes:

Processing operations and purposes

- Storage and forwarding of data and other Processing necessary to provide, maintain, and improve the Service provided to the Data Controller;
- To provide technical support to the Data Controller; and
- Disclosures in accordance with the DPA, as compelled by law

The Personal Data Processed might include the following Categories of Data:

Categories of Data

- First and last name
- Title
- Position
- Employer
- Contact information (company, email, phone, business address)
- ID data
- Professional life data
- Personal life data
- Connection data
- Localization data

The Personal Data Processed might include the following Categories of Data Subjects:

Categories of Data Subjects

- Data Controller's business management and employees
- Customers
- Prospects
- Subscribers
- Suppliers
- Trade representatives
- Contact partners
- Job applicants

Retention period

The Personal Data shall be erased at the Data Controller's request according to the Data Controller's instructions.

Appendix 2: Technical and Organizational Measures (TOMS)

The following TOMS are agreed upon between the Data Controller and the Data Processor.

1. Measures to Ensure Confidentiality (Art. 32 para. 1 lit. b of the GDPR)

Physical Access Control

There is no unauthorized access to data processing systems. Data is stored in highly secure data centers that are monitored 24/7. Physical access to the data center facilities is strictly limited to selected cloud staff.

Logical Access Control

There is no unauthorized system usage. SSH keys are required when identifying trusted computers, along with a certificate that is received via a two-step verification process. Two-step authentication is enabled on every cloud platform providing it (platforms such as AWS and Heroku). Individual authentication credentials are not shared. SSH keys are frequently rotated. All endpoints (computers, laptops, mobile phones) use encrypted storage, secure passwords, and auto-locking mechanisms.

Data Access Control

There is no unauthorized reading, copying, changing or removing within the system.

Separation Control

Personal Data is Processed in dedicated systems that are not shared with other services, applications, or corporate entities. Within individual systems and databases, data is segregated with logical access control. Personal Data is not used for purposes other than what it has been collected for, except in the case of explicit customer approval.

2. Measures to Ensure integrity (Art. 32 para. 1 lit. b of the GDPR)

Transfer control

There is no unauthorized reading, copying, changing, or removing during electronic transmission or transport. Data encryption measures are in place to protect Personal Data. All data that 84codes holds about its customers is encrypted both at rest and in transit. All data that the Data Controller inserts to the Service is encrypted at rest per default at 84codes' side (at the cloud platforms that support it). The Data Controller can encrypt data in transit for additional security.

Input Control

Logging systems are in place to determine and record whether and by whom Personal Data was entered, changed, or removed.

3. Measures to Ensure Availability and Resilience (Art. 32 para. 1 lit. b of the GDPR)

Availability control

There is protection against accidental damage or destruction or loss via escalation ways and emergency plans.

Order control

According to Art. 28 of the GDPR, no Processing under commission is allowed without corresponding instructions from the Data Controller via explicit contract design, formalized order management, stringent selection of the service provider, obligation to convince in advance, and follow-up inspections.

Resilience

Systems and services are designed to withstand intermittent high stresses or high constant loads of Processing. Further, the systems and services are also tested for vulnerabilities to ensure and maintain a high level of security.

4. Measures for the pseudonymization of Personal Data

The use of personnel, customer, and supplier IDs instead of names is prioritized to protect Personal Data.

5. Measures for the Encryption of Personal Data

Data encryption measures are in place to protect personal data on 84codes' side. All data that 84codes holds about its customers is encrypted both at rest and in transit. All data that the Data Controller inserts to the Service is encrypted at rest per default at 84codes' side (at the cloud platforms that support it). The Data Controller can encrypt data in transit for additional security.

6. Measures to Quickly Restore the Availability of Personal Data after a Physical or Technical Incident

84codes stores data in redundant data storage, and backups are performed on the databases regularly. The Data Controller has the option to set up redundancy for data processed via the Service.

7. Procedures for periodical review, assessment, and evaluation (Art. 32 para. 1 lit. d of the GDPR; Art. 25 para. 1 of the GDPR)

- Privacy management to prevent the flow of critical information to unauthorized individuals.
- Data protection by default (Art. 25 para. 2 of the GDPR)
- Information Security Program (including policies such as; Vulnerability Management Policy, Incident Management Policy, Disaster Recovery Policy etc.
- GDPR Compliance Program
- Business Continuity Plan

Appendix 3: Subprocessors of the Data Processor

Company name, direction and nomination of possible Data Protection Officer/contract partner for data protection questions	Content of assignment (Scope of the commission by the Data Processor)	Place of Processing	Transmission of/access to Personal Data of the Data Controller (category of data and Data Subjects)
1 Amazon Web Services	Data Center	Dependent on the Data Controller	Storage of data
2 Digital Ocean	Data Center	Dependent on the Data Controller	Storage of data
3 Google Cloud Platform	Data Center	Dependent on the Data Controller	Storage of data
4 Microsoft Azure	Data Center	Dependent on the Data Controller	Storage of data

Please note that the data center is chosen on behalf of the Data Controller. Thus, not all data centers listed as Subprocessors will have access to the Data Controller's data. Only the data center of the Data Controller's choice will have access to the data and is considered as a Subprocessor in the means of this DPA.

EXHIBIT 2: 84CODES AB TERMS OF SERVICE

Program Policies

These Program Policies are an exhibit to the Terms of Service (hereinafter referred to as Contract) and is incorporated therein.

To uphold the quality and reputation of 84codes AB products and services, your use of CloudAMQP (the "Service") is subject to these program policies. If you are found to violate our policies at any time, as determined by 84codes AB in its sole discretion, we may warn you or suspend or terminate your account.

Please note that we may change our program policies at any time, and pursuant to the CloudAMQP Terms of Service (the "Terms"), it is your responsibility to keep up-to-date with and adhere to these policies. All capitalized terms used herein have the meanings stated in the Terms, unless stated otherwise.

Revision Date: These Program Policies were last revised on April 18, 2022.

Prohibited Content

The Content displayed and/or processed through your Application or other web site utilizing the Service shall not contain any of the following types of content ("Prohibited Content"):

- a. Content that infringes a third party's rights (e.g., copyright) according to applicable law;
- b. Pornographic, obscene or excessively profane content;
- c. Hate-related or violent content;
- d. Content advocating racial or ethnic intolerance;
- e. Content intended to advocate or advance computer hacking or cracking;
- f. Other illegal activity, including without limitation illegal export of controlled substances or illegal software, drug paraphernalia, phishing, malicious content, or;
- g. Drug paraphernalia;
- h. Phishing;
- i. Malicious content;
- j. Other material, products or services that violate or encourage conduct that would violate any criminal laws, any other applicable laws, or any third-party rights.

Prohibited Actions

In addition to the violations described in the Terms, you shall not (and shall not allow any third party, including your end users) to:

- a. Generate or facilitate unsolicited commercial email ("spam"). Such activity includes, but is not limited to:
 - i. sending email in violation of the CAN-SPAM Act or any other applicable anti-spam law;
 - ii. imitating or impersonating another person or his, her or its email address, or creating false accounts to send spam;
 - iii. data mining any web property (including 84codes AB) to find email addresses or other user account information;
 - iv. sending unauthorized mail via open, third-party servers;
 - v. sending emails to users who have requested to be removed from a mailing list;

- vi. selling, exchanging or distributing to a third party the email addresses of any person without such person's knowing and continued consent to such disclosure; and
- vii. sending unsolicited emails to significant numbers of email addresses belonging to individuals and/or entities with whom you have no preexisting relationship.
- b. Send, upload, distribute or disseminate or offer to do the same with respect to any unlawful, defamatory, harassing, abusive, fraudulent, infringing, obscene, or otherwise objectionable content (see Prohibited Content above);
- c. Intentionally distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature;
- d. Conduct or forward pyramid schemes and the like;
- e. Transmit content that may be harmful to minors;
- f. Impersonate another person (via the use of an email address or otherwise) or otherwise misrepresent yourself or the source of any email;
- g. Illegally transmit another's intellectual property or other proprietary information without such owner's or licensor's permission;
- h. Use the Service to violate the legal rights (such as rights of privacy and publicity) of others;
- i. Promote or encourage illegal activity;
- j. Interfere with other users' enjoyment of the Service;
- k. Sell, trade, resell or otherwise exploit the Service for any unauthorized commercial purpose;
- l. Modify, adapt, translate, or reverse engineer any portion of the Service;
- m. Remove any copyright, trademark or other proprietary rights notices contained in or on the Service;
- n. Reformat or frame any portion of the web pages that are part of the Service's Administration Console;
- o. Use the Service in connection with illegal peer-to-peer file sharing;
- p. Display any content on the Service that contains any Prohibited Content; or
- q. Modify the 84codes AB logo or any other 84codes AB Marks.
- r. Use the Service, or any interfaces provided with the Service, to access any 84codes AB product or service in a manner that violates the terms of service or other terms and conditions for use of such 84codes AB product or service.

Prohibited Businesses and Business Areas

84codes AB is conscious of the kind of impact we are having on all aspects of society, including economic, social and environmental. To make sure we are in line with our Corporate Social Responsibility model and Code of Ethics, the following business are not allowed as clients at 84codes AB:

- a. Groups, legal entities, bodies, and similar covered by UN resolutions and Community acts on financial sanctions (appearing on terror lists).
- b. Groups, legal entities, bodies, and similar which have been sanctioned for major offenses (offenses which have entailed fines or imprisonment, and irrespective of when the client was sanctioned) in Sweden or other jurisdictions.

- c. Businesses domiciled in high-risk countries, including countries on FATF's black list.
- d. Shell companies or shell banks.
- e. Business units doing private-to-private money remittance.
- f. Bearers share corporations.
- g. Unregistered charities.