

Terms of Service

These terms of Service apply to your use of the proposal software and services provided by Expandra AB, which constitutes the Proposal Service Expandra ("The Service").

When you use the Service, you agree to these latest Terms of Service ("Terms"). Violating these terms may, at our discretion, result in us terminating your account.

We may update these Terms of Service at any time. We will publish the revised terms on the website and notify you via The Service or your registered email address.

1. Definitions

"Company", "we," "us," or "our" refers to Expandra AB, a company registered under the laws of Sweden, with company registration number 556723-2243.

"The Service" refers to our websites including expandra.com and any product created and maintained by Expandra AB. That includes our Proposal Service Expandra.

"You" refers to the legal entity registered as the company purchasing a subscription of the Service. Where applicable and depending on the context, "you" also refers to the individual user of the Service.

"User Account" refers to the user's personal account to access the Service.

"Account Owner" refers to the individual acting on behalf of the legal entity registering the first user account.

"Part" or "parties" refers to either you or us or both of us.

2. The Service

The Service is an online, proposal software and services provided by us that enables you to create, deliver, and monitor PDF proposals. We analyze your corporate profile, marketing, and sales content and produce proposal templates that we are responsible for updating upon request. Users access the Service via our website, copy a proposal template and customize each proposal before downloading or sending it to the potential customer. We provide proposal support to the user. We have the right to hire subcontractors and are responsible for subcontractors' work and services.

We reserve the right to, at any time, with or without notice, change or modify the Service or any part thereof, including, but not limited to, any of its functionality and features. We may also discontinue or suspend certain functionality or features of the Service. However, during your subscription period, we shall not materially degrade or eliminate any of the core functionalities or features of the Service unless we are able to replace such functionality or feature with, in our reasonable determination, equivalent functionality or feature.

We may upgrade the Service and add new functionality and features at any time. Any upgrades, new functionality, and new features are subject to these Terms.

3. Account Terms

To access the Service, you have to register a user account. The first user account will function as account

owner. The physical person who registers the first account warrants that it has the capacity to act on the registered legal entity's behalf. Only account owners or admin users can invite other individuals to register a user account. The role of account owner can be reassigned.

You are responsible for maintaining the security of your account and password and for ensuring that any of your users do the same. The Company cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.

You, the legal entity, are responsible for the usage of the Service by all users within your organization and each such user's compliance with these Terms.

The Company or its licensors own all rights, titles, and interests in and to the Service, including all intellectual property rights therein, and you obtain no ownership rights in the Service as a result of your use.

4. Copyright and Content Ownership

All content, such as proposal templates, images, texts, and similar material, uploaded to, transferred through, or entered into the Service by you and by us on your behalf shall remain the exclusive property of you or its right holders. You give us a limited license to use the content to provide the Service to you.

You are responsible for checking that all changes to the content you or we made are correct. You further answer that you hold the necessary rights to

the content used in the Service, such as fonts, images, and texts.

We may communicate that you, the legal entity, are a customer of ours and a user of the Service. We undertake to use that right in good faith.

5. Proposal Support and Communication

We provide proposal support, including onboarding, user training, advice, template design, implementation, and updating proposal templates and content. Such support is provided in Swedish and English via the Internet, by email, and by telephone on weekdays (except public holidays) during our regular office hours (09.00-16.00) local Swedish time.

You can communicate with us via support@expandra.com or as described in the Service or our website.

6. Uptime, Security, and Privacy

Your use of the Service is at your sole risk. We provide the Service on an “as is” and “as available” basis. We do not offer service-level agreements.

We take many measures to protect and secure your data through backups, redundancies, and encryption.

We use third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Services.

To provide the Service, we may process personal data about the user. In such cases, we act as the controller of the personal data. Our privacy policy, which is available on our website, describes how we process personal data.

We may also process personal data on your behalf within the scope of providing the Service. In such cases, you are the controller, and we act as the data processor. In cases where we act as your data processor, we process the personal data by the Expandra Data Processing Agreement (the “DPA”), which can be accessed on our website. By using the Service, you, the legal entity, and we are bound by the terms of the DPA.

7. Subscription and Payment

To access the Service, you pay a monthly subscription fee per user. The fee is invoiced on the 1st of the current month (subscription period) and has a payment period of thirty (30) days net.

All fees exclude all taxes, levies, or duties imposed by taxing authorities. Where required, we will collect those taxes on behalf of the taxing authority and remit them to the taxing authority.

Interest on any overdue payment will accrue according to the Swedish Interest Act (1975:635). We may use a third party to collect any due amounts and have the right to claim reimbursement for collection fees, including legal fees and other costs. We also have the right to assign the right to payment to a third party.

8. Cancellation and Termination

The Company or the account owner may cancel the subscription for a specific user account at any time. In case of cancellation, the subscription applies for the remaining period of the current month. Regardless of when cancellation occurs, you are not entitled to a refund of pre-paid or already invoiced monthly fees. We can terminate the Service immediately if the user breaches its obligations under these terms and conditions.

Upon cancellation or termination of the Service, regardless of the reason for it, we have the right, and if you as the legal entity wish us to undertake, to permanently delete and destroy all copies of the content in the Service within a time frame that is in reasonable proportion to the backup and management routines that we use at the time.

9. Liability

You agree that the Company is not liable to you or to any third party for damages of any kind that result from the use of the Service, inability to access data, or unauthorized access of your data or account. The Company is also not liable for damages of any kind related to actions of any third party that uses the Service, or any other consequences related to the Terms or Service.

10. Confidentiality

We undertake not to reveal any business critical or sensitive information we have received from you within the framework of these Terms to third parties or otherwise make the information available to third parties. We further undertake to ensure that our employees and our subcontractors observe the corresponding confidentiality commitment.

11. Governing Law and Dispute Resolution

The Terms and your use of the Service shall be governed by Swedish law. Any dispute, controversy or claim arising out of or in connection with these Terms, or the breach, termination or invalidity thereof, shall be settled by the public courts of Sweden, whereby the District Court of Linköping shall be the first instance.