

Terms of Service

1. Introduction

Welcome to Saibon Group AB (“Saibon”, "Saibon," "we," "us," "our"). These Terms of Service ("Terms") govern your use of our website (www.saibongroup.com) and services (collectively the "Service").

By accessing or using our Service, you agree to comply with and be bound by these Terms. If you do not agree to these Terms, please do not use our Service.

2. Definitions

"Agreement" refers to these Terms of Service.

"Customer" refers to the entity using the Service.

"Service" refers to the software and services provided by Saibon.

"Personal Data" refers to any information relating to an identified or identifiable natural person.

"Data Controller" and "Data Processor" have the meanings given in the General Data Protection Regulation, (EU) 2016/679, hereinafter “GDPR”.

“Terms”, refers to these Terms of Service

3. Use of the Service

3.1. Eligibility

You must be at least 18 years old to use our Service. By using our Service, you represent and warrant that you meet this age requirement.

3.2. Account Registration

To access certain features of our Service, you may need to register for an account. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete.

3.3. License

Saibon grants you a non-exclusive, non-transferable, revocable license to access and use our Service for your internal business purposes, subject to these Terms.

4. User Obligations

You agree to:

- 4.1. Use the Service in compliance with all applicable laws and regulations,
- 4.2. Not to misuse the Service, including but not limited to attempting to gain unauthorized access to the Service or Saibon's systems,
- 4.3. Maintain the confidentiality of your account information and notify us immediately of any unauthorized use of your account.

5. Fees and Payment

The fees for using our Service are as specified in your Customer Agreement. All payments are due as per the invoice terms provided. In case of late payments, Saibon reserves the right to suspend or terminate your access to the Service without further notice.

6. Data Protection and Privacy

6.1. Personal Data Processing

Our processing of your personal data is governed by our Privacy Policy, which can be found at our "Privacy Policy" section on the Website. By using our Service, you agree to the collection and use of information in accordance with our Privacy Policy.

6.2. Data Processing Agreement

For Customers requiring data processing services, our Data Processing Agreement ("DPA") applies. This DPA ensures compliance with GDPR and outlines the obligations of both the Data Controller and Data Processor.

7. Cookies

Our website uses cookies to enhance user experience and analyze website traffic. By using our website, you consent to our use of cookies in accordance with our Cookie Policy, which can be found at our "Cookie Policy" section on the Website.

8. Intellectual Property

All intellectual property rights in the Service are owned by Saibon or our licensors. You do not acquire any ownership rights by using the Service or any other rights, licenses etc for using the Service. Any data you provide remains your property, and we may only use it to fulfill our obligations under these Terms.

9. Confidentiality

Both parties agree to keep all confidential information received from the other party confidential and to use it only for purposes of fulfilling their obligations under these Terms.

10. Limitation of Liability

Saibon shall not be liable for any damages, whether direct or indirect, arising out of or in connection with the use of the Service, except in cases where the damages are a result of Saibon's intent or gross negligence. Saibon's liability, if any, shall be limited to foreseeable damages directly caused by the breach of these Terms.

11. Indemnification

You agree to indemnify, defend, and hold harmless Saibon, its officers, directors, employees, and agents, from and against any claims, liabilities, damages, losses, and expenses from third parties, including without limitation reasonable legal and accounting fees,

arising out of or in any way connected with your access to or use of the Service, or your violation of these Terms.

12. Termination

We may terminate or suspend your access to the Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach these Terms.

13. Governing Law

These Terms shall be governed and construed in accordance with the laws of Sweden, without regard to its conflict of law provisions.

14. Dispute Resolution

Any disputes arising out of or in connection with these Terms shall be resolved through negotiation between the parties. If no resolution is reached, disputes shall be settled by the Arbitration Institute of the Stockholm Chamber of Commerce.

15. Changes to These Terms

We reserve the right to modify or replace these Terms at any time. We will provide notice of any significant changes. By continuing to use the Service after those changes become effective, you agree to be bound by the revised Terms.

16. Contact Us

If you have any questions about these Terms, please contact us at:

Saibon Group AB

Tappvägen 29

168 78 Bromma

Email: info@saibongroup.com

Phone: +4670-717 78 01