



# General Terms & Conditions

*Policy - Kavos Express*

## 1. General

These General Terms govern and apply to the entire contractual relationship between the Customer and Kavos Express Travel and are incorporated in the Agreement between the Customer and Kavos Express Travel by reference in the Order Form and/or by reference on [www.kavosexpress.com](http://www.kavosexpress.com) and/or by reference in the Services. These General Terms will in all respects replace and supersede any previously agreed general terms and conditions between the Customer and Kavos Express Travel with effect also for any previously agreed Order Forms and for any otherwise previously ordered products or services, and any such previously agreed Order Forms or other products or services will thus in all respects be governed by these General Terms.

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## 2. Definitions

“Agreement” means the agreement between the Customer and Kavos Express Travel regarding the Services on the terms and conditions set out in an Order Form and including the terms and conditions of these General Terms.

“Kavos Express Travel” means the legal entity Kavos Express Trave

“Customer” means the legal entity who starts the subscription of Services provided by Kavos Express Travel and who has assumed payment responsibility for the Services.

“Customer Data” means all data, information or material, including but not limited to the Customer’s customers, prospect, and content uploaded to, processed using or transmitted via the Services, by the Customer, Customer’s representative, application or automated system using the Customer’s account, and statistics generated through the Customer’s use of the Services.

“Initial Period” means the initial contract period during which the Customer subscribes to the Services.

“Order Form” means the order form(s), including any supplements thereto, that the Customer has executed to confirm its subscription of the Services on the terms and conditions set out in the Order Form and in these General Terms.

“Renewal Term(s)” means successive renewal periods during which the Customer prolongs its subscriptions to the Services.

“Services” means the web based software service Kavos Express Travel, versions thereof, and associated services related thereto, including but not limited to Training, Consultancy, Customized Development, Professional

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Services, Support Services, provided to the Customer by Kavos Express Travel in accordance with this Agreement and with the content and features as described on [www.kavosexpress.com](http://www.kavosexpress.com) or any local versions thereof.

“Accounting Period” is a specific time range over which business transactions have been accumulated for the Customer.

“Users” means those individuals who are authorized by the Customer, and who are the Customer’s employees, agents or contractors, to access and use the Services on behalf of the Customer.

### 3. Services and right to use

3.1 Subject to the terms and conditions of this Agreement, the Customer is given a non-transferable, non-exclusive, non-sublicensable, limited term, world-wide right to permit Users to access and use the Services subject to the terms of this Agreement. The Services and their features are described in the Order Form and on [www.kavosexpress.com](http://www.kavosexpress.com).

3.2 The Services will be made available to the Customer during the term of the Agreement and only after entering the Agreement. The Customer is aware that Kavos Express Travel may at any time implement new versions and upgrades of the Services.

3.3 Kavos Express Travel will use commercially reasonable efforts to make the Services available over the Internet 24 hours a day, 7 days a week but cannot guarantee that the Services will be uninterrupted or error free. Measures that may affect the aforementioned accessibility are inter alia scheduled maintenance, which Kavos Express Travel will schedule to the extent practicable during the weekend or outside normal business hours (Sweden (CET)) unscheduled emergency maintenance and any other cause beyond Kavos Express Travel’s reasonable control, including but not limited to

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the Customer's access to the Internet.

#### 4. Customer support

4.1 Kavos Express Travel will, as part of the Services and at no additional cost to the Customer, provide the Customer with Kavos Express Travel's standard customer support service. The customer support service will be provided during normal business hours (Sweden (CET)) on days when commercial banks are open to the general public in Sweden.

#### 5. The customer's obligations

5.1 The Customer may only and represents and warrants that it will only, use the Services in accordance with (a) this Agreement; (b) any of Kavos Express Travel's use policies (as applicable and amended by Kavos Express Travel from time to time).

5.2 The Customer is responsible for Users' compliance with this Agreement and the Users' use of the Services. The Customer shall furthermore always comply with Kavos Express Travel's security, administrative and ethic codes, policies and regulations as notified by email, as made available within the Services or in any other manner.

5.3 The Customer shall not use, or permit the use of, the Services in any way that could damage, overburden, disable, impair or otherwise hinder or interfere with Kavos Express Travel's provision of the Services. It is the responsibility of the Customer to ensure the security of the Customer's passwords and equipment used to access the Services.

5.4 Any and all Customer Data uploaded to, transferred through, publicly posted, processed or entered into the Services by the Customer and/or Users shall be the sole responsibility of the Customer.

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5.5 The Customer may not provide access to the Services to any third party except for a third party that is acting as a consultant providing services to and on behalf of the Customer. The Customer is responsible for its consultants' acts and omissions if and when such consultant is provided access to the Services.

## 6. Upgrades and limitations in the use of the services

6.1 Services with volume restrictions stated in an Order Form (including but not limited to users) will be automatically upgraded and charged according to Kavos Express Travel's then current price list when the maximum level for the current account is exceeded. Once the upgrade is done the volume levels cannot be decreased during the relevant Agreement term stated in the Order Form. The Customer may decrease the volume levels prior to a renewal period by giving Kavos Express Travel written notice of such decrease no later than two (2) months before the end of the relevant term.

6.2 The Customer shall only use the Services for the Initial Period stated in an Order Form, and for any Renewal Term(s) thereafter.

6.3 The Customer shall only use the Services with data originating from the Accounting Period.

## 7. Fees and payment terms

7.1 The Customer shall pay all fees specified in an Order Form or as otherwise agreed. Payment obligations are non-cancellable and fees paid are non-refundable, except as set out in section 17.3. All fees are stated exclusive of VAT.

7.2 All invoicing is done in advance. Payment shall be made to Kavos Express Travel under the payment terms in the Order Form. Unless otherwise agreed, payment shall be made within thirty (30) days after the invoice date. Late

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payment is charged from the invoice due date with twenty (20) per cent of the invoice value per annum, reminder fees will be added. The Customer shall promptly notify Kavos Express Travel about change of address. Kavos Express Travel reserves the right to immediately suspend delivery of the Services and the Customer's access to the Services if payment is not received after a reminder has been sent. Any suspension by Kavos Express Travel of the Services under the preceding sentences or otherwise in accordance with the provisions of this Agreement, shall not relieve the Customer of its payment obligations under this Agreement and Kavos Express Travel shall not be held liable for any loss and/or damage suffered by the Customer as a result of such suspension.

7.3 The Customer shall always carry the cost for any and all booked hourly based meetings and/or sessions with Kavos Express Travel regarding the Services, including but not limited to Training, which has not been rescheduled or cancelled with seven (7) days prior notice. Notwithstanding that the meeting/session has been duly rescheduled and/or cancelled, the Customer shall always be liable for Kavos Express Travel's non-refundable costs relating to accommodation and travel expenses.

7.4 If the Customer purchases prepaid hours that may be utilized in connection with the Services, such prepaid hours shall be valid for use during a period of twelve (12) months from the date of purchase. After such period, unutilized prepaid hours credits shall be invalid and non-refundable.

7.5 All Services, which are supplied by Kavos Express Travel on a time basis, shall be supplied on an hourly basis only.

## 8. Customer Data

8.1 All Customer Data is and shall remain the property of the Customer, and Kavos Express Travel may only use the Customer Data and statistics in

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accordance with this Agreement and otherwise in order to fulfil its obligations to the Customer and/or to exercise its rights under the Agreement. Kavos Express Travel shall have no liability for such Customer Data. Notwithstanding the above, Kavos Express Travel may anonymously include the Customer's statistics in Kavos Express Travel Index and use Customer Data in accordance with section 13.

8.2 It is the sole obligation of the Customer to ensure that it possesses necessary back-up of the Customer Data that it desires to retain when the Agreement is terminated.

8.3 The Customer acknowledges and agrees that, following the effective date of this Agreement's termination, it will not have access to the Services or to any Customer Data stored in or as part of the Services. Kavos Express Travel will delete and destroy Customer Data in accordance with Kavos Express Travel's standard procedures for deletion of data, which inter alia includes that Kavos Express Travel will permanently delete and destroy all copies of the Customer Data within a reasonable timeframe, taking into account the back-up and administrative procedures applied by Kavos Express Travel from time to time.

## 9. Intellectual property rights

9.1 Kavos Express Travel shall hold title to any and all intellectual property rights and technical solutions in or relating to the Services. Such intellectual property rights and technical solutions may only be used by the Customer in the manner stated in this Agreement. Under no circumstances shall the Customer or a third party acquire any intellectual property rights to the Services or to the software or technical solutions used in the Services, or to any trademark or any other business mark belonging to or used by Kavos Express Travel. Access to the Services is only granted as explicitly set out herein and the Customer thus only receives the limited right to use the

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Services for the duration of this Agreement and in accordance with the terms of this Agreement. Any rights not expressly granted herein are reserved by Kavos Express Travel.

9.2 Kavos Express Travel shall own all suggestions, requests, recommendations, improvement or enhancement request or other input or feedback provided by the Customer or any other party relating to the Services, and the Customer hereby makes and/or undertakes to make all assignments and take all reasonable acts necessary to accomplish the foregoing assignment to and ownership by Kavos Express Travel.

9.3 The Customer shall not, directly or indirectly, (i) modify, decompile, disassemble or reverse engineer the Services or attempt to discover the code and/or underlying structure, ideas or algorithms of the Services or any software, data or documentation related to or provided with the Services; (ii) modify, translate or create derivative works based on the Services; (iii) access or use the Services to build (or support or assist a third party in building) any product or service competing with the Services; or, (iv) in any way transfer or encumber rights to the Services. The Customer shall use the Services explicitly for its internal business operations and not for the operations of a third party, e.g. as a service bureau or timesharing service.

## 10. Reference

10.1 Kavos Express Travel owns the right to disclose the fact that the Customer is a paying customer of Kavos Express Travel and the Customer agrees that Kavos Express Travel may use the Customer's name and logo to identify the Customer as a customer of Kavos Express Travel on [www.kavosexpress.com](http://www.kavosexpress.com) and in other promotional and marketing material.

## 11. Delivery refusal

11.1 In addition to what is otherwise agreed under this Agreement, Kavos



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Express Travel reserves the right to immediately suspend the delivery of the Services or to immediately close all the Customer's accounts and terminate the Agreement if the Customer uses or has declared its intent to use the Services in violation of the Agreement, any laws or regulations.

11.2 Any suspension of the Services by Kavos Express Travel will not relieve the Customer of its payment obligations under this Agreement.

## 12. Confidentiality

12.1 Each party agrees that it will, during the term of the Agreement and thereafter, not use or divulge, disclose or communicate to anyone, without the express written prior authorization of the other party, any information designated proprietary, internal or confidential in nature or otherwise not generally known, including Customer Data, relating or pertaining to the other party's business, organization or operations that a party may have acquired, directly or indirectly, during the term of the Agreement. Nothing contained herein will in any way restrict or impair either party's right to use, disclose, or otherwise deal with any proprietary information and/or confidential information which at the time of its receipt is generally available in the public domain, or thereafter becomes available to the public through no act of the receiving party.

12.2 The provisions under this section 12 shall survive any expiration, termination or cancellation of this Agreement.

## 13. Statistical information

13.1 Notwithstanding anything else in the Agreement and otherwise, Kavos Express Travel shall have the right to monitor the Customer's use of the Services and use Customer Data in an aggregate and anonymous manner, solely for the purpose of compiling statistical and performance information, or improve predictive capabilities related to the provision and operation of the

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Services, and may make such information publicly available, provided that such information does not incorporate Customer Data and/or contain confidential information of the Customer. Kavos Express Travel retains all intellectual property rights in such statistical information.

## 14. Limited warranty

14.1 Kavos Express Travel warrants that the Services will under normal use and circumstances perform substantially and materially in accordance with how the Services are presented on [www.kavosexpress.com](http://www.kavosexpress.com).

14.2 Except for the express warranties set forth in section 14.1 above the Services are provided on an “AS IS” basis and with all faults. To the furthest extent permitted under applicable law, Kavos Express Travel expressly disclaims and excludes from the Agreement all other conditions, terms and/or warranties of any kind with respect to the Services, whether express or implied, including without limitation any conditions, terms and/or warranties for merchantability of the Services and/or for the fitness of the Services for a particular purpose and/or the correspondence of the Services to any description and/or that the Services will be uninterrupted and/or error free and/or completely secure. The Customer acknowledges that there are risks inherent in Internet connectivity that could result in the loss of privacy, confidential information and property.

## 15. Limitation of liability

15.1 Kavos Express Travel shall not be liable for loss of profits, business, contracts, revenue or anticipated savings or any other indirect or consequential costs, losses or damages. Such limitation shall however not apply to the extent that such costs, losses or damages are shown to have been caused by Kavos Express Travel with intent or gross negligence.

15.2 In the event of major defects that seriously impede the Customer’s use of

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the Services and that are attributable to Kavos Express Travel, Kavos Express Travel undertakes to use its best endeavours to rectify such defect without unreasonable delay. In the absence of intent or gross negligence by Kavos Express Travel, Kavos Express Travel otherwise assumes no responsibility for defects, interruptions or deficiencies in the Services. The Customer shall not be entitled to a reduction in payment (or repayment of fees paid), or to damages or other sanctions in the event of operational disruption or errors that impede data traffic or otherwise the use of the Services, unless caused by Kavos Express Travel with intent or gross negligence.

15.3 Kavos Express Travel's liability under this Agreement shall under all circumstances be limited to an amount that, together with amounts associated with all other claims from the Customer, corresponds to the lesser of the agreed fees paid by the Customer for the Services during the period of six (6) months immediately prior to the breach of contract that entitles the Customer to damages.

## 16. Force majeure

16.1 Each party shall be entitled to suspend performance of its obligations under the Agreement to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: industrial disputes and any other circumstance beyond the reasonable control of the affected party such as fire, war, extensive military mobilization, acts of terror, insurrection, requisition, seizure, embargo, restrictions in the use of power and defects or delays in deliveries by sub-contractors caused by any such circumstances referred to in this section 16. A circumstance referred to above which has occurred prior to the formation of the Agreement shall give a right to suspension only if its effect on the performance of the Agreement could not be foreseen at the time of the formation of the Agreement. The party claiming to be affected by force majeure shall notify the other party in writing without

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delay immediately upon the commencement of the event of force majeure.

## 17. Term and termination

17.1 This Agreement enters into force upon acceptance by the Customer in an Order Form, agreement, or in any other form and continues for the Initial Period specified therein (and for any Renewal Term(s) thereafter as further set out below).

17.2 If not otherwise specified in the Order Form, the Agreement shall automatically renew for additional periods equal to the expiring Initial Period, unless either party gives the other written notice of non-renewal at least two (2) months before the end of the relevant term. Fees for the Services during any such renewal term shall be the same as that during the prior term unless Kavos Express Travel has given the Customer a written notice of an increase of the fees at least three (3) months prior to the end of such prior term, in which case the fee increase shall be effective upon the start of the new Renewal Term.

17.3 Each party shall be entitled to prematurely terminate the Agreement in writing where the other party is in material breach of its obligations under the Agreement and fails to effect rectification within ten (10) days of a written demand therefore or if the other party becomes bankrupt or otherwise insolvent. Upon termination by the Customer for material breach under this section 17.3, Kavos Express Travel shall refund the Customer any prepaid fees for the remainder of the Agreement period. Upon termination by Kavos Express Travel for material breach under this section 17.3, the Customer shall pay all fees for the remainder of the Agreement period.

17.4 Termination shall be made in writing and shall be signed by the terminating party. The Customer's termination shall be sent to Kavos Express Travel's main office or by email to [info@Kavos Express Travel.io](mailto:info@Kavos Express Travel.io). A

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non-payment is not considered to be a termination.

## 18. Amendments

18.1 Kavos Express Travel reserves the right to amend these General Terms and such amended General Terms will thereafter govern and apply to the entire Agreement and in all respects replace and supersede any previously agreed general terms and conditions between the Customer and Kavos Express Travel. The Customer shall be informed of such amendments by email and the Customer shall be deemed to have received such notice within two (2) weeks of the notice being sent by email. Where the Customer does not accept the amendment, the Customer shall be entitled, within thirty (30) calendar days from the date the email was sent, provided that the changes have a material adverse effect on the Customer, to terminate the Agreement with immediate effect. Where the Agreement is not terminated by the Customer within the aforementioned time, the Customer shall be deemed to have accepted the new terms and conditions of the Agreement.

## 19. Assignment

19.1 Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party, not to be unreasonably withheld. Notwithstanding the above, Kavos Express Travel shall be entitled, in whole or in part, to assign its rights and obligations under the Agreement without the Customer's prior consent (i) to a company within the same group of companies as Kavos Express Travel; or, (ii) in connection with a sale of all, or substantially all, of the assets of Kavos Express Travel to a third party.

## 20. Disputes

20.1 This Agreement shall be governed by the laws of The Kingdom of Sweden without reference to its principles on conflict of laws.

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20.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof shall be settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce, the “SCC Institute”. However, the parties may elect to initiate court proceedings concerning non-payment. Where the amount in dispute does not exceed EUR 100,000 the SCC Institute’s Rules for Expedited Arbitrations shall apply. Where the amount in dispute exceeds EUR 100,000 the rules of the SCC Institute shall apply. Where the amount in dispute exceeds EUR 100,000 but not EUR 500,000 the arbitral tribunal shall be composed of a sole arbitrator. Where the amount in dispute exceeds EUR 500,000 the arbitral tribunal shall be composed of three (3) arbitrators. The amount in dispute includes the claimant’s claims in the request for arbitration and any counterclaims in the respondent’s reply to the request for arbitration.

20.3 The place of arbitration shall be Lund, Sweden. The arbitration proceedings shall, if not otherwise agreed, be conducted in the Swedish language if the Customer is Swedish and otherwise in the English language.

20.4 Notwithstanding any other provisions of this section 21, any action for collection of any payment obligation may be brought in any court with competent jurisdiction.