

Terms of service

Definitions

Term (Terms may also be used in the plural, e.g. "Parties" or "Users")	Definition
Customer	The entity as defined in the Order Confirmation that has entered into this agreement with Atlas.
Atlas	The company as defined in the Order Confirmation, with which the Customer has entered into this agreement.
Party	Atlas or the Customer as defined in the Order Confirmation.
Software	Software applications and related services, such as data storage, from Atlas, including revisions, modifications, and upgrades.
Software Documentation	Documentation describing Software features, functionality and configuration, such as manuals and help files.
User	A named individual user of the Software. Users may be employees of the Customer, or anyone granted a User account by the Customer, such as a consultant or a Development Account user.
User Account	Is a personal account connected to a user of the Software.

Demo Account	Contains smaller parts of functions and modules of the Software.
Module	A functional package within the Software, such as a logistics module or report builder. Modules may have to be Ordered separately.
Package	A bundle of features, User Accounts and modules of the Software which is defined as a package with a name or number.
Login Credentials	Username and password to a User Account
Order	An order for the Software (including Users and Modules), including self-service ordering from within the Software, or registering for a Demo Account.
Order Confirmation	A confirmation from Atlas specifying the Software (including Users and Modules) and Fees of the Customer's Order, as well as identifying the Atlas company with which the Customer is contracting, and any additional terms and conditions that apply for the particular Software the Customer has ordered.
Fee	The fees due to Atlas from the Customer for the right of use for the Software.
Subscription Period	The time period for which the Fees grant the Customer a right of use for the Software.
Customer Data	Data belonging to the Customer (or its Users) and processed by the Software, such as customer databases, invoices and other forms of production data and documents.

Personal Data*	Any information relating to an identified or identifiable natural person (Data Subject).
Data Subject*	A natural person whose personal data is Processed by a Data Controller or Data Processor.
Data Controller*	The entity that determines the purposes, conditions and means of the Processing of Personal Data.
Data Processor*	The entity Processing Personal Data on behalf of the Data Controller.
Data Processing or Processing*	Any operation or set of operations which preforms the Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
Breach*	A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Data transmitted, stored or otherwise Processed.
* These terms shall have the same meaning and interpretation as in applicable privacy legislation, and are referenced here for convenience.	
Data	A collective term for Customer Data, Personal Data, Sensitive Personal Data and Usage Data, including data sets, as applicable in context.

Usage Data	Certain data collected from and/ or generated from the Software and the use thereof as specified in 3.3 Usage Data.
Use	Any and all actions performed on or with the Software by the Customer (including Users) or on its behalf, including the uploading of, entering into or sending or generating of Data.
Partner	A third party company certified as a partner by Atlas.
ISV	Independent Software Vendor.
API	Application Programming Interface.
Atlas API	An API for the Software, provided by Atlas for the purpose of integrating third party software applications and services.
API Credentials	Keys, tokens or other credentials use to authenticate, access and use Atlas API.
API Documentation	Documentation, data and information regarding the use of Atlas API.
Integrated Application	Atlas API.
Development Environment	A software development and operations environment provided by a Atlas company for the testing, development and support of Integrated Applications.
Third Party Component	Software or IPR from a third party that is provided by Atlas as part of or in connection with the Software.

1. General terms

1.1 Order

1.1.1. The Customer has ordered the Software from Atlas through an Order. The Customer may order Software directly from Atlas, from its web sites and web shops, from within certain Software, or through a Partner.

1.1.2. These terms of service (“TOS”) apply to the use of the Software service (“Software”) which is a property management software for real estate companies and property managers. The TOS are an agreement between the Customer and Atlas. By using, creating an account and/or by logging into the Software (whether directly or indirectly), You accept and agree to the TOS. Atlas reserves the right to, without liability, at any time, amend, add or remove parts of these TOS. It is the Customers responsibility to stay informed of any update of the TOS each time the Customer uses the Software. If the Customer continues to use the Software after changes have been made in the TOS means that the Customer accepts and agree to those changes.

1.1.3. The TOS governs a wide range of Software from Atlas. The following information will appear on the Order Confirmation, depending on which Module the Customer has Ordered:

1. The name of the company (Atlas Solutions AB) with which the Customer is contracting.
2. Which Software, including Users and Modules, the Customer has Ordered.
3. Fees for the Software Ordered.
4. Information about how the Customer can terminate its subscription to individual Software, and its customer relationship with Atlas.

5. Any additional terms and information that may apply, such as information about Software-specific, integrations, third party components.

1.2 Fees

1.2.1. Fees for the Software are according to the price lists from Atlas that may be published on the web site (<https://www.atlasfastighet.se>), in the Software or otherwise made available from Atlas. (Certain Software may be offered free of charge.) Fees are exclusive of all taxes, levies and duties, unless explicitly agreed otherwise. Atlas will add the applicable value added tax (VAT) to the invoice.

1.2.2. Atlas reserves the right to change the Fees, including the fee-model, on 3 months' notice and on 1 months' notice where a subcontractor has increased its prices towards Atlas. Atlas also reserves the right to increase the prices annually to account for general price- and cost increases without notification. Annual price changes are effective from January 1st each year.

1.3 Payment

1.3.1. Customer will be issued an electronic invoice for payment of the Fee of the next payment interval. Customer must pay the invoice by the due date indicated on the invoice.

1.3.2. In the event of non-payment or late payment of the Fees by the Customer, Atlas reserves the right to suspend the Customer's access to the Software or restrict the Customer's access to read-only. Atlas also reserves the right to charge penalty interest up to the maximum rate permitted by law and if the situation is not resolved within a reasonable time, Atlas reserves the right to terminate the Customer's right of use to the Software.

2. Using the Software

2.1 Right of Use

2.1.1. The Customer is granted a limited, non-exclusive, revocable and terminable right to access and Use the Software and Websites, only for the Customer's internal use and in accordance with this TOS and Atlas [Privacy Policy](#).

2.1.2. If Atlas fails to comply with this TOS, Atlas is responsible for loss or damage that the Customer suffer that is a foreseeable result of the breach of these TOS or Atlas negligence. Loss or damage is foreseeable if it is an obvious consequence of Atlas breach or if it was an order that was accepted.

2.1.3. The right of use may not be transferred or assigned to any entity whatsoever, in whole or in part, under any circumstance (including but not restricted to mergers and demergers, bankruptcy, change of ownership or control or to affiliates) without prior written authorisation from Atlas in each case, which shall not unreasonably be withheld.

2.2. Administration: The Customer is responsible for all Use of the Software, including User actions and User administration, and access or integrations by third parties. The Customer is also responsible for the content and legality of the Customer Data, and shall not transfer or process harmful code, data or similar to or with the Software.

The Users and User accounts are administered by the Customer. Users must have the necessary rights from the Customer to Use the Software. All User accounts are for single named individuals.

2.3. Creating a User Account: Certain features, functions, parts or elements of the Software can be used or accessed only by Users that owns an account. The person who wishes to create an Account must:

1. complete the sign-up form on the web site or alternative process provided by Atlas; and
2. accept these TOS by clicking "Sign up" or other similar button

2.4. Log in to a User Account: Atlas shall provide Customer with Login Credentials to be used to log in to its User Account unless Atlas provides an alternative process to log in. The Login Credentials must not be used by multiple persons. Customer and each User are responsible for keeping confidential Login Credentials associated with a User Account.

2.5. Terminating a User Account: The Customer can terminate and inactivate a User Account at any time. When terminating a User Account, the Login Credentials will be inactivated.

2.6. Changing package. The Customer has the right to upgrade or downgrade a current package at any time by either selecting a new package or by selecting or removing a module to a current package. In such an event, the Customer will be charged with a Fee for the new package constellation in the next payment period.

Downgrading or removal of a current package may cause a loss of features or capacity of the Software, as well as the loss of Customer Data.

2.7. Free User Account: A new Customer may be entitled to a Free User Account and can use the Software free from charge. This type of User Account can have a limited Subscription Period and in the event of an expiration, the User Account will be automatically deactivated. The Customer of a Free Account must use the Software at a minimum of once every month. In other way Atlas reserves the right to terminate the Customer's right of use to the Software.

3. Privacy Policy

3.1. Atlas takes the privacy of its Customers and Users very seriously. Please read Atlas [Privacy Policy](#) carefully as it governs Atlas collection, use, and disclosure of Customers or Users personal information.

4. Intellectual Property Rights

4.1. Atlas is the owner of the Software, Website and related intellectual property rights (IPR) in and to the Software, including but not limited to source code, binary code, compilation of data, databases and designs, whether registered or not, all documentation, specification and associated materials, and any IPR that arise out of or in connection with Atlas processing of Usage Data. The Software and IPR are protected by copyright and other laws and treaties. Trademarks, product names, company names or logos mentioned in the Software or in connection with the Software are the property of their respective owners.

Where software or other IPR from a third party is provided by Atlas as part of or in connection with the Software (“Third Party Components”), such software or IPR is covered by the TOS unless separate terms are supplied by Atlas.

4.2. Feedback: If Customer or a User provides Atlas with any comments, bug reports, feedback, or modifications for the Software of Website (“Feedback”), Atlas shall have the right to use, copy, reproduce, process, adapt, publish, transmit, host and display such Feedback for any purpose (including in testimonials or other Atlas marketing materials and where required to do so by law or in good faith to comply with legal process.). Atlas reserves the right to remove any Feedback posted in public forums for any reason.

5. Data processing agreement

5.1.1 The Customer is the Data Controller for Customer Data, and agrees and/ or guarantees as applicable that:

- a. the Customer hereby instructs Atlas to Process the Customer Data only on behalf of the Customer, and only for the purpose of and to the extent necessary to provide the Software in a secure and professional manner, in accordance with and to fulfil the TOS and applicable data protection law;

- b. the Customer is the owner of or otherwise has the right to transfer the Customer Data, including Personal Data, to the Software for processing, and that the Customer has the responsibility for the accuracy, integrity, content, reliability and legality of such Data, including its Use;
- c. the Data Processing, where applicable, has been notified to the relevant supervisory authorities and/ or Data Subject, and that the Data Processing does not violate relevant provisions of law;
- d. it is the Customers duty as Data Controller to notify, to the extent required by applicable law, the relevant supervisory authorities and/ or Data Subject in the event of any Breach of Personal Data;
- e. Atlas has provided sufficient and satisfactory information with respect to the security measures (see 5.2);
- f. the Customer shall maintain inter alia a record over the types and categories of Personal Data it Processes if and as required by applicable data protection law. This applies in particular where the Software is used by the Customer in a manner over which Atlas has no control (such as where the system is configured by the Customer), or where Atlas is otherwise incapable of having the necessary access (due to technical limitations, confidentiality and similar).

5.1.2. Atlas is the Data Processor for Customer Data, and agrees and/ or guarantees as applicable:

- g. to Process the Customer Data only in accordance with the Customer's instruction in 5.1.1 a) above;
- h. to abide by the advice and directives of the relevant supervisory authorities;
- i. that Atlas has implemented technical and organisational security measures to protect the Data from loss and unauthorised processing, to ensure the confidentiality, integrity and availability of the Data, and that these measures represent a level of security appropriate to the risk presented by the processing, having regard to the state of the art and the cost of implementation;

- j. that Atlas shall notify the Customer without undue delay after becoming aware of a Breach to a reasonable degree of certainty.
- k. that Atlas shall, upon becoming aware of it, notify the Customer without undue delay of any Instruction or other Data Processing activity by the Customer which in Atlas opinion infringes applicable law or other data protection provisions.
- l. that Atlas, within its obligations as Data Processor under applicable data protection law, shall assist the Customer in its role as Data Controller, by appropriate technical and organisational measures, insofar as possible and taking into account the nature of the Processing and the information available to Atlas, hereunder assisting the Customer in responding to requests for exercising the Data Subject's rights, and by providing information necessary to demonstrate compliance with applicable data protection law. Atlas reserves the right to charge its standard rates for such assistance.
- m. that when Atlas legal basis for processing the Customer Data expires for whatever reason, such as termination of the customer relationship, Atlas will return the Customer Data to the Customer and delete it from the systems, unless mandatory provisions of law require continued storage of the data by Atlas.
- n. that Atlas has no reason to believe that the legislation applicable to Atlas prevents Atlas from fulfilling the instructions received from the Customer;
- o. that Atlas shall promptly notify the Customer of any request for the disclosure of data received directly from a Data Subject, and from governmental authorities, unless such notification is legally prohibited. Atlas will not respond to such requests unless authorised by the Customer. Atlas will only disclose Customer Data to governmental authorities to comply with legally binding requests, such as a court order or warrant;
- p. that Atlas will not publish any comment, testimonial or similar made by a Customer or User without prior consent.

5.2. Security: Atlas is committed to providing a high level of security in the Software, including with regards to personal data and privacy protections. Atlas provides appropriate security through organisational, technical and physical security measures, designed to ensure the confidentiality, integrity, availability and resilience of the Software, and the Data processed using the Software.

The security measures are described in detail at: <https://www.atlasfastighet.se/>
You may also contact Atlas directly at support@atlasfastighet.se for more information about security in the Software.

6. Termination

6.1 Termination of this TOS by the Customer: The Customer has right to terminate the customer relationship or individual Software (including Users and Modules) for convenience and at any time according to the terms specified in the Order Confirmation.

6.2 Termination of this TOS by Atlas: If a breach of any of the Customers obligations under the TOS is confirmed by Atlas, or suspected by Atlas on reasonable grounds, or the Customer enters into bankruptcy or insolvency, Atlas may suspend the Customer's access to the Software or restrict the Customer's access to read-only, until the matter is resolved. Atlas shall give 30 days prior notification of any suspension or restriction of access, and give the Customer reasonable time to respond before suspending or restricting access. If the situation is not resolved within a reasonable amount of time, Atlas reserves the right to terminate Customer's right of use for the Software, thereby terminating the customer relationship. Atlas reserves the right to terminate the customer relationship and Customer right of use the Software immediately if the Customer is in material breach of the TOS.

6.3 Data deletion: In the event of termination, or Atlas legal basis for Processing the Data expires, for whatever reason, Atlas will delete the Customer Data from its systems, unless mandatory provisions of law require that Atlas continue to store

the Data. In such an event, Atlas shall continue to maintain the security of the data as set out in the TOS. After deleting the Customer Data, Atlas shall have no further obligations towards the Customer with regards to the Customer Data.

6.4 Data return: The Customer may request the return of the Customer Data no later than 30 days after termination. If more than 30 days have passed, the data may have been irrecoverably deleted. Atlas shall return the Customer Data in a format, time and method of delivery determined by Atlas.

7. Confidentiality

The Customer and Atlas each undertake to treat as “Confidential Information” as and when disclosed to the other party; all of the other party’s information, technical and business data or know-how which is designated in writing, or identified orally as confidential or proprietary, or which information would, under the circumstances, appear to a reasonable person to be, confidential and/or proprietary information.

Confidential information does not include information that:

- a. was in or enters the public domain through no fault of the receiving party.
- b. is communicated by third party to the receiving party free of any obligation of confidentiality.

8. Force Majeure

Neither party shall be liable to the other for any delay or non-performance of its obligations under the agreement to the extent that such delay or non-performance arises directly from any cause or causes beyond its reasonable control and which that party could not reasonably be expected to have anticipated and the consequences of which the party could not have reasonably avoided or surmounted (a “Force Majeure Event”). Nevertheless, in the event that a Force Majeure Event

for more than one (1) month, the non-affected party. The affected party shall take all reasonable steps to mitigate the effect of the Force Majeure Event.

9. Warranty

9.1. Atlas shall use commercially reasonable efforts to ensure that the Software will perform substantially as described in the Software Documentation during the Subscription Period.

9.2. Atlas does not warrant that the Software will meet the Customer's requirements, operate correctly with the Customer's choice of equipment, systems or settings, setup, configuration, modifications, customisations, plugins or integrations not performed or controlled by Atlas.

9.3. Links to websites not owned or controlled by Atlas that appear in the Software or associated websites or documentation are provided for convenience only. Atlas is not responsible for such websites.

10. Limitation of Liability

10.1. Atlas is not responsible or liable for the Customer Data, including its content, ownership and legitimacy, nor for Use or other activities performed upon the Customer Data by the Customer or on behalf of the Customer, or otherwise outside the control of Atlas.

10.2. If Atlas is held responsible for the payment of compensation through a court-approved settlement or court-ruling to the Customer as a result of breach of any of the obligations specified in the TOS, such compensation shall not under any circumstances include compensation for indirect or consequential losses or damages of any kind that arise as a result of or in connection with such a breach,

including but not limited to any loss of Customer Data, production, revenue or profit or third party claims or governmental sanctions, even in the event Atlas has been advised as to the possibility of such damages. Atlas liability under the TOS is limited to direct damages, except as provided otherwise by mandatory provisions of law, such as damages caused by gross negligence or wilful misconduct.

10.3. Total, accumulated liability (including any refunds and compensations for direct losses and costs) during the Subscription Period for the Software shall in total not exceed an amount equalling 12 months' Fees for the affected Software.

10.4. Neither Atlas or the Customer shall be liable for any delay or failure in performance arising out of or in connection with force majeure.

11. Governing law and dispute resolution

11.1. The TOS shall be construed in accordance with and be governed by the substantive laws of Sweden. Any dispute controversy or claim arising out of or in connection with the TOS or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Expedited Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall be composed of a sole arbitrator. The seat of arbitration shall be Stockholm and the language to be used in the arbitral proceedings shall be Swedish.

11.2. The Parties agree not to bring any claims arising out of or in connection with the TOS when more than one year has passed after its termination.

12. Miscellaneous

This English version of the TOS shall be deemed as the original, governing version. In cases of doubt over interpretation between the TOS in English and the TOS in any other language, English shall take precedence.

13. Notices

General notifications and information about the Software, such as information about new features, modules, price changes or planned maintenance, will be delivered inside the Software, on the website, by email or by phone.

The Customer is responsible for providing Atlas with at all times up to date contact information, including a primary contact email