



GENERAL TERMS AND CONDITIONS - INTELLIWELL INFORMANT

These general terms and conditions apply between the Customer and Intelliwell Sweden AB (hereafter referred to as Intelliwell) for the utilization of the Web service Intelliwell Informant.

1. General Information About The Service

1.1 Intelliwell provides a user-controlled Web service (hereafter referred to as Intelliwell Informant) that makes it possible for users to keep abreast of critical information on the Internet. Intelliwell Informant is an effective and automatic monitoring service that enables users to take control of Internet monitoring. Each user can personalize their monitoring service via a personal Web interface, with a selection of sources and settings. The user decides which information sources are to be monitored, sets the search interval, and selects a distribution form. Intelliwell then monitors the selected Web pages, tracks changes, match information updates with the user profile, and automatically distributes the updates to a personal Web page, the user's e-mail address, and/or mobile telephone.

2. Intelliwell's Commitments

2.1 Intelliwell undertakes to provide the Customer with Intelliwell Informant in accordance with the conditions specified in these general terms and conditions.

3. The Customer's Commitments

- 3.1 The Customer has the right to activate Intelliwell Informant for the agreed number of persons (hereafter referred to as Users). Intelliwell informs the Customer of the password and user name for the Users. The Customer agrees to ensure that the password for Users is not revealed to unauthorized persons and to ensure that the document containing this information is stored in a manner that prevents unauthorized persons from accessing the password.
- 3.2 To block a stolen, lost, or improperly disseminated password, the Customer shall notify Intelliwell via forms at www.intelliwell.com.
- 3.3 The Customer understands that the Customer does not have the right to make Intelliwell Informant accessible to persons other than the Users.
- 3.4 The Customer agrees to follow applicable copyright laws when using material made available through Intelliwell Informant.

4. Support

4.1 Intelliwell provides support that shall aid the Users, to a reasonable extent, when questions or problems arise concerning the use of Intelliwell Informant. Intelliwell's support department is, unless otherwise notified, staffed during office hours (GMT+1) on business days. Users with written agreement with Intelliwell can contact support via telephone at or email (for addresses, see www.intelliwell.com). Other users are referred to online user's guide.

5. Accessibility and Operation

- 5.1 Intelliwell Informant is normally operational twenty-four (24) hours a day, seven (7) days a week. During certain periods, however, Intelliwell Informant is unmonitored and disruptions in the service can arise. Intelliwell has the right to take actions that affect accessibility to Intelliwell Informant if required for technical, maintenance, operational, or security reasons. Intelliwell shall carry out such actions quickly and in a manner that limits such disruptions to service. Intelliwell is not obliged to inform the Customer concerning planned interruptions in Intelliwell Informant.
- 5.2 In cases where the use of Intelliwell Informant entails damages or the risk of damages to Intelliwell, Intelliwell has the right to limit access to Intelliwell Informant. In conjunction with such instances, Intelliwell may only take actions that are made necessary by the circumstances.

6. Changes to the eservice

6.1 Intelliwell retains the right to implement changes to Intelliwell Informant with no obligation to inform the Customer of such changes. The Customer assumes and understands that Intelliwell Informant is a living service that will be altered over time.

7. Limited responsibility

- 7.1 Intelliwell accepts no responsibility for direct or indirect damages and other inconveniences that can arise from any faulty information or from non-delivery or late delivery of information conveyed via Intelliwell Informant. Intelliwell is not responsible for the content of any information relayed.
- 7.2 Intelliwell shall only compensate the Customer for proven and reasonable costs that have arisen as a direct result of negligence on Intelliwell's side. The Customer has as such no right to compensation for indirect costs, damages, or loss, such as lost profit, costs that have been made redundant, or other indirect damages, even if Intelliwell has been made aware that of the possibility of such costs arising. In addition, Intelliwell is not responsible for damages due to circumstances as described in point 8 below.
- 7.3 Regardless of what is stated above, Intelliwell's total responsibility during each twelve-month period is limited to the amount equal to the fees the Customer has paid during latest twelve months for use of Intelliwell Informant.
- 7.4 The Customer has the right to the following in accordance with the above, only if the Customer has notified Intelliwell in writing, within ninety (90) days from the point that the Customer has noticed or should have noticed the basis for the claim.
- 7.5 The Customer cannot make any other claims towards Intelliwell than what is stated in this agreement.

8. Grounds for exemption

8.1 Intelliwell is not liable if Intelliwell can prove that damages are due to circumstances beyond Intelliwell's control that Intelliwell could not have been reasonably expected to foresee and whose consequences Intelliwell could not have been reasonably expected to avoid or counteract. This also applies to subcontractors or representatives of Intelliwell that are prevented from carrying out tasks on the behalf of Intelliwell due to such circumstances as described above.

9. Fees and conditions of payment

9.1 The Customer shall pay fees for the Intelliwell Informant service in advance in accordance with the currently applicable price list. Payment shall be fulfilled via credit card or, for written contracts, take place no later than 30 [thirty] days after the invoice date.

Intelliwell has the right to charge a reminder fee and interest on any late payment in accordance with applicable law.

10. Suspension of service

10.1 Intelliwell may terminate or suspend the Customer's use of Intelliwell Informant if the Customer, despite a reminder to do so, has not paid the fee within the specified time or if the Customer does not fulfill up to their obligations as stated in this agreement.

11. Service start and validity

11.1 Intelliwell Informant service begins immediately after subscription is saved. It will provide hits in accordance to an agreed capacity (quota or period of time). Customer will receive a confirmation from Intelliwell with information about the subscription. Written contracts are valid until further notice, with a one-month cancellation notice required. If not cancelled the agreement is extended 12 months.

11.2 Notice of cancellation must be in writing (e-mail is accepted) in order to be valid.

12. Intellectual property rights, etc.

12.1 All intellectual property rights and technical solutions regarding Intelliwell Informant are the property of Intelliwell or the property of the copyright holder represented by Intelliwell and may not be used by the Customer or User in any way beyond that which is expressly accepted by Intelliwell.

13. Transfer and assignment

13.1 The agreement may not be transferred by the Customer to a third party. Intelliwell has the right to transfer all or certain rights and obligations in accordance with this agreement to a third party. Intelliwell has the right to hire subcontractors to help meet its obligations.

14. Changes to the conditions

14.1 Changes or additions to these general terms and conditions take effect one month after the Customer has been notified of such changes. Intelliwell always has, however, the right to, with immediate effect, make such changes as required by law, regulations, or legislative ruling. If the Customer does not approve the changes or additions, the Customer has the right to terminate the agreement in writing with immediate effect. Termination does not give the right to receive repayment of fees already tendered. If notice of cancellation does not occur, the Customer is assumed to have accepted the new terms and conditions.

15. Personal details and consent

15.1 Intelliwell is responsible for those personal details handled in connection with provision of Intelliwell Information service in accordance with Swedish law. The Customer is responsible for ensuring that the User has provided his/her consent to allow Intelliwell to handle such user information for administrative purposes, to provide offers, and for direct marketing. The Customer approves and is responsible for ensuring that the User has consented that Intelliwell has the right to further relay such information concerning the Customer and User to companies within the Group that Intelliwell is currently a part of.

15.2 Users with questions concerning Intelliwell's handling of personal data can contact Intelliwell on www.intelliwell.com.

16. Disputes

16.1 Disputes arising from this agreement shall be settled through arbitration in accordance with the Stockholm Chamber of Commerce Arbitration Institute's Regulations for simplified arbitration in concordance with Swedish law. Intelliwell shall however, always have the right to seek payment injunctions against the Customer in order to collect "clear and delinquent payments".