



eGenerator - Agreement and terms of use

In cooperation with and as a part of Antalis Premium Reseller Club. Relation & Brand offer an opportunity to sign a favorable license agreement for the use of the email marketing tool eGenerator.

These conditions (hereinafter referred to as the agreement) constitute a legal agreement regarding the e-marketing tool eGenerator and will be signed between the user and Relation & Brand (RBAB) corporate nr 556573-6500

By registering an eGenerator account the user accepts the terms and conditions of this agreement which also includes the use of a test account. A test account means that the user are entitled to a free of charge trial period of 30 days including maximum 500 emails. If not converted to a license during that time, the account will expire.

The user is responsible for ensuring that all conditions of this agreement are followed.

Scope of the agreement

Under this agreement RBAB will provide the following:

- eGenerator account with log in details
- A customer database within eGenerator
- Usage of predetermined Antalis templates for communication regarding Antalis products
- Usage of eGenerators default templates regarding other products outside Antalis
- A total e-mail volume package consisting of 30 000 e-mails per year.
- The possibility to buy more e-mails when needed
- e-mail distribution
- Statistics regarding distributed campaigns

Agreement validity and termination

The agreement is signed on an annual basis and therefore run for twelve (12) months without the ability to be terminated during the agreement period.

When the agreement expires, the agreement ceases. No further cancellation is required.

The user is not entitled to a refund for an unused account.

When the agreement period expires the eGenerator account will be locked until a new agreement period is signed in the tool. Uploaded data and user history is stored on the user's eGenerator account for at least 365 days after the user's last login.

RBAB has the right to change the conditions regarding fees and / or the tool's scope.

If changes will be made, the user will be notified accordingly and then with the ability to respond to the change. If the user does not accept the change the users account will be terminated without compensation. RBAB will not carry out changes during the current contract term.



General terms

By this agreement RBAB guarantees that:

- In the tool, provide the system requirements that are required for the user to be able to comply with Swedish laws and ethical rules in e-mail marketing and take necessary precautions regarding the Swedish personal data act (PUL) and the marketing act (MfL)
- Manage the users customer data according to regulations in Swedish law PUL
- Not use the user's customer data or other customer information in other respects than in eGenerators services.
- Manage the user's company information confidentially.
- Stored password data is encrypted so that employees of RB or unauthorized persons will not be able to access the information.
- Employees will not pass information to unauthorized persons regarding the eGenerator account.

By this agreement the user accepts that:

- The user is responsible and comply to follow laws and regulations regarding e-mail marketing in the country where the communication will be distributed.
- The user has given accurate and complete information about the user and/or the company when registering the eGenerator account.
- Always provide RBAB with accurate and complete contact information
- Do not use eGenerator of unsolicited bulk or unsolicited commercial e-mails, so called SPAM.
- Each mailings from the sender eGenerator account shall contain an unsubscribe link where the recipient of the user's mailing can unsubscribe from the sender's e-mail records.
- The content of the sender's mailing does not violate any law or may be perceived offensive eg hate speech, pornography or infringement of copyrighted material.
- Not copy, reproduce or distribute any part of the eGenerator tool.
- The user is responsible for all content that is sent out via his eGenerator account.
- The user's data about their customers must be received by the owner's discretion or fulfill local codes of ethics and local laws.
- The sender is updated on local laws regarding e-mail marketing.
- Employees of RBAB or persons authorized by RBAB have the right to log into the user's account when troubleshooting or to ensure that Swedish law and the agreement are followed.
- Correctness of data provided by a third-party to any additional services in the users eGenerator account are not guaranteed by RBAB. If a third party is involved in a supplementary service this is clear from the information on additional services.
- Not without the permission of RBAB use eGenerator to produce other customer's job.
- The tool is only used by people over 18 years.
- Do not use images provided in the eGenerator account outside the tool.
- RBAB may use the user's contact information to communicate with users regarding news and information about eGenerator and send newsletters in the subject of email marketing.

Account and password

The user is responsible for maintaining the confidentiality of their eGenerator account as user data and content. The user is responsible for the use of an account authorized by the user. The user is responsible to notify RBAB if there is improper use of an account, registered by the user. RBAB cannot be held responsible if a change in the eGenerator account is due to the user's lack of security surrounding the account details.



Operation, maintenance and support

First line support is maintained by Antalis country offices.

Price list

Account license and e-mail volume	
Price per license and year including a total of 30 000 e-mails per account	€ 300/year
All mails exceeding the included package. Minimum 10 000 emails.	€ 0,002/ pcs

Payment

Payments are made by credit card or by invoice in the tool.

Credit card

The user agrees that in the tool provide RBAB with valid credit card information and allows RBAB to deduct the cost for the entire term of the contract that the user has ordered.

Any person using a credit card guarantees that he or she is authorized to use the credit card.

Advance payment terms.

Invoice

Payment shall be made by the user within 30 days of the invoice date.

In case of late payment RBAB owns the right to charge interest in accordance with the Swedish Interest Act. For payment by invoice there will be an invoice fee. Advance payment terms.

If the user consider the invoice as incorrect invoice must be claimed immediately.

If not claimed within eight days, the user loses the right to object to the invoice.

The fixed fee is invoiced with 30 days payment terms. Billed at the endorsement of this agreement.

The license will be billed in advance. In case of late payment, penalty interest rate according to the interest act.

All prices in this agreement are given in Euro excluded of VAT and other taxes.

Privacy

The Parties undertake not to disclose the contents of cooperation for unauthorized.

Parties shall not disclose any other conditions if the other party that is of such nature that they are considered to be the other party's trade secret.

Ownership

eGenerator are owned and marketed by RBAB. Users agree that RBAB has full ownership of the Website and the software used to provide the Services, including patent, trademark and copyright.



Force majeure

In the event of war, natural disasters, strikes, government decisions, failed deliveries from suppliers, costly event, and similar events which are beyond RBABs control and which could not reasonably have been foreseen, RBAB are released from its obligations under this Agreement. This applies if the events does that RBAB cannot keep the commitments arising from the agreement.

Parts insolvency

Each party has the right to cancel the contract if the other party is declared bankrupt, occupies the composition negotiations, enters into liquidation or is otherwise assumed to be insolvent. Whether a contract is rescinded or not, the party made good damage that resulted from the other party's insolvency.

Changes and additions

The agreement with its appendices constitutes the entire settlement of all matters affecting the Agreement. Any written or verbal commitments and pledges prior to the contract being replaced by the contents of this agreement and its annexes. Changes and additions to this Agreement shall be binding agreed in writing between the parties.

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Stockholm the - -

Relation & Brand AB
Nichlas Spångberg