General Terms and Conditions – myWebLog

This is an English translation. In the event of any difference, the Swedish version applies.

§ 1 General

1.1 These terms govern the relationship between the Customer and myWebLog with regard to the service the Customer has chosen (hereinafter the "Service"). myWebLog is operated by N56 AvCon AB, company registration number 559105-2104 (in these terms called "myWebLog"). The "Customer" means the party that has entered into an agreement with myWebLog for the Service. The "Agreement" means the agreement between the Customer and myWebLog for the Service, consisting of these general terms, Appendix A, any special terms, the current price list and the invoice/receipt. The "Renewal Date" means the day on which the Service's agreement period ends and the Agreement is renewed or terminated. The Service may be the personal logbook, the booking system or a related service provided under or in direct connection with the domain myweblog.se.

1.2 "In writing" in these terms means letter, but also e-mail and a message through myWebLog's support service, the latter provided that the Customer receives a reply confirming that the message was received. A message from myWebLog is considered to have reached the Customer when it has been sent to the e-mail address the Customer has registered under clause 7.6.

§ 2 The Service

2.1 The scope of the Service is defined in the price list in force at any given time and on a separate invoice/receipt.

2.2 myWebLog reserves the right to change the content of the current price list in accordance with clause 4.7. An agreement period already running is not affected until the next Renewal Date.

2.3 The Customer is entitled to terminate the Agreement before or on the Renewal Date under clause 3.5. Exceptions may occur and are then specified in the special terms for the service or in a separate Agreement.

2.4 myWebLog is entitled to change the scope of, or entirely discontinue, the Service with six months' notice. The Customer is entitled to a refund for the remaining time of the agreement period.

2.5 Customer data and related information will only be disclosed to third parties where this is required for the Service to work. This may include bookkeeping in an external service and related handling. Customer data and related information will never be passed on to third parties for external use such as marketing. The processing of personal data about the Customer itself (for example contact and invoicing details) is described in myWebLog's privacy policy, published at www.myweblog.se.

§ 3 Term of Agreement

3.1 The Service runs for the period stated in the price list and on the invoice/receipt. If no particular period is stated, the term is one year (twelve months).

3.2 When the Customer orders an add-on service with the same term as the main service, the first term of the add-on service is shortened to match the Renewal Date.

3.3 The Customer is entitled to withdraw from the agreement by notifying myWebLog in writing within 30 days of the invoice date.

3.4 Clause 3.3 on the right of withdrawal does not apply where the special terms for the Service state otherwise because the Service is considered delivered and the Agreement binding when the purchase is made. myWebLog may nevertheless always choose to accommodate the Customer's wish to withdraw from a purchase in such cases as well. Mandatory consumer legislation takes precedence over this clause if the Customer is a consumer.

3.5 The Customer may terminate the Agreement by notifying myWebLog in writing. Non-payment is not equivalent to a notice of termination. To prevent automatic renewal under clause 4.2, the notice of termination must have reached myWebLog before the Renewal Date.

3.6 Either party is entitled to terminate the Agreement in writing with immediate effect if (i) the other party commits a material breach of contract and does not, where possible, remedy it within 14 days of a written request, or (ii) the other party is declared bankrupt or is in a similar situation. myWebLog is also entitled to terminate the Agreement with immediate effect if it can reasonably be assumed that the Customer's use of the service violates the law or other regulations issued by an authority. The same applies if the Customer causes operational disruptions through communication with the Service or misuses myWebLog's support or other functions.

3.7 If the Customer terminates the Agreement under 3.6 because of myWebLog's material breach of contract, myWebLog shall refund the fee paid for the part of the agreement period that remains after the termination.

§ 4 Fees

4.1 Fees for each Service are invoiced in advance. Payment shall be made no later than 30 days after the invoice date, but before the Service expires. The Customer shall state the OCR number when paying an invoice.

4.2 The Service is renewed automatically by myWebLog unless a notice of termination has been received before the Renewal Date. The Service's special terms may state a different period for automatic renewal. myWebLog shall, in good time before the renewal, inform the Customer by invoice or in another written form that the Service will be renewed unless it is terminated.

4.3 myWebLog is entitled to suspend the Service, or shorten its term, in the event of non-payment, provided that at least one reminder has been sent and that the payment is at least 30 days overdue.

4.4 Notwithstanding 4.3 above, myWebLog is entitled to suspend the service in the event of repeated non-payment for different services or agreements.

4.5 The Customer shall notify myWebLog in writing, no later than the due date of the invoice, if a received invoice is considered incorrect.

4.6 myWebLog is entitled to charge interest on late payment under the Swedish Interest Act from the due date until full payment has been received.

4.7 myWebLog is entitled to change the fee for the Service by publishing a change in the price list. The Customer shall be notified in writing at least 30 days before the Renewal Date through the invoice specification. The Customer is then entitled to end the Service. If the termination is due to a fee increase, myWebLog shall, if the Service is charged per year or other unit of time and the Customer so requests, offer an exit period of six months at the previous fee level for the Service. The Customer may then choose to terminate the Service at the end of the exit period and pay the previous fee level until then.

4.8 When myWebLog chooses to terminate an Agreement under 3.6 because of the Customer's breach of contract, violation of these terms or bankruptcy, the fee paid for the Service is not refunded.

§ 5 Transfer

5.1 Transfer of a Service to another Customer is generally not permitted. myWebLog is entitled to consider each individual request and decide accordingly.

5.2 The Customer is not entitled to make the Service available for use by a third party. Registered members and users within the purpose of the Service, where applicable, are not considered third parties in this respect.

5.3 myWebLog is entitled to transfer the Service to another company that can reasonably be expected to safeguard the Customer's rights and myWebLog's obligations under the Agreement and terms in force at any given time.

§ 6 myWebLog's Responsibility

6.1 myWebLog is responsible for providing the Service to the Customer to the extent that can reasonably be expected. This responsibility may include planned interruptions for maintenance of main systems and support systems. No compensation is paid for the Service being unavailable during maintenance. Planned maintenance shall, where possible, be announced in advance.

6.2 In the event of operational disruptions that cannot be considered insignificant (the Service has been completely or substantially unavailable for more than 24 consecutive hours outside planned maintenance), the Customer is entitled to a refund for the period during which the Service was not available. Claims for compensation shall be made in writing to myWebLog within 30 days of the fault being remedied. Claims for compensation below SEK 100 are not handled.

6.3 Unless myWebLog has acted with intent or gross negligence in the handling of the Service or underlying systems, indirect damage such as loss of profit, lost turnover or loss of information is not compensated. myWebLog's total liability for direct damage during an agreement period is, unless intent or gross negligence has been shown, limited to an amount corresponding to the fees the Customer has paid for the Service for the agreement period concerned. The limitations of liability apply to the extent that mandatory law, including consumer legislation, does not provide otherwise.

6.4 To be valid, a claim for damages must be made within 60 days of the Customer noticing, or when the Customer ought to have noticed, the grounds for the claim.

6.5 myWebLog backs up the Service's databases every day. Backups are stored as set out in clause 6 of Appendix A. Deviations may be stated in the special terms for the Service. Although all reasonable steps are taken for a successful backup, complete restoration cannot be guaranteed by Agreement or terms. The Customer is solely responsible for backing up the data the Customer considers critical. myWebLog shall, as far as possible, assist the Customer with data for backup in a way that is acceptable to the Customer.

6.6 All customer data and related information are considered confidential. This data, and the personal information stored in the Service, is handled under the Data Processing Agreement, Appendix A to these general terms. myWebLog is the controller for the processing of the Customer's own contact and invoicing details and the processor for the personal data the Customer enters into the Service, except for the personal logbook under clause 1.3 of Appendix A.

6.7 For some Services, the Customer's account name may be shown in a public reference list. The Customer is entitled to require that the name be hidden from this list. myWebLog shall, on such a request from the Customer, hide the name from the reference list as soon as possible.

§ 7 The Customer's Responsibility

7.1 The Customer is responsible for ensuring that information handled within the Service does not infringe third-party rights or otherwise violate the law or other regulations issued by an authority.

7.2 The Customer is responsible for not using the Service in any way other than intended to spread computer viruses or other malicious code.

7.3 The Customer is responsible for not using the Service to improperly seek information about, or access to, the parts of myWebLog or its support systems that are not included in the use of the Service.

7.4 The Customer undertakes to use the Service in a way that does not put the security or performance resources of other users at risk. This includes, for example, high volumes of requests/traffic to any part of myWebLog or underlying support systems, uploading malicious software and similar activities.

7.5 The Customer is responsible for ensuring that no material with pornographic or other illegal content is uploaded to any part of the Service.

7.6 The Customer is responsible for having correct and up-to-date information registered with myWebLog that makes it possible to identify the owner of the Agreement and the invoice recipient. This information includes a valid e-mail address at which myWebLog can reach the Customer.

7.7 By using the Service, the Customer accepts its special terms, where such exist, and the Data Processing Agreement, Appendix A to these general terms.

7.8 The Customer is responsible for keeping the login details for the Customer's account secret and for all activity carried out with them. The Customer shall notify myWebLog without delay if unauthorized access is suspected.

7.9 The Customer retains all rights to the content the Customer enters into the Service and grants myWebLog a limited right to store, process and display the content to the extent required to provide the Service.

7.10 Before the Agreement ends, the Customer may request in writing an extract of the Customer's data in a commonly used file format. myWebLog shall provide the extract within a reasonable time.

§ 8 Changes to the Terms

8.1 myWebLog is entitled to update the general and special terms for the Service, taking effect 30 days after they have been made available to the Customer and the Customer has been notified of the change in writing. The Customer is entitled to terminate the Agreement when the new terms take effect.

§ 9 Other

9.1 Disputes concerning the general or special terms for the Service and agreements for it shall be settled by a Swedish court under Swedish law, with Helsingborg District Court as the court of first instance. If the Customer is a consumer, the venue that mandatory law prescribes applies instead, and the Customer may also turn to the Swedish National Board for Consumer Disputes (ARN).

9.2 myWebLog shall not be held liable if the provision of the Service has been prevented by circumstances beyond myWebLog's control, such as lightning, labour disputes, fire, seizure, regulations issued by an authority and faults in a subcontractor's service that myWebLog could not reasonably have foreseen or avoided. Should performance of the Agreement be substantially prevented for more than 60 days, the Customer is entitled to withdraw from the Agreement in writing. Any unused fee shall then be refunded within 30 days.

Appendix A – Data Processing Agreement

This agreement is entered into between

Controller: the “Customer”

and

Processor: N56 AvCon AB, 559105-2104, Sweden (hereinafter “myWebLog”).

The agreement concerns the services described in the general terms and any special terms, where such exist.

The agreement is a data processing agreement under the General Data Protection Regulation (“GDPR”).

The primary contact for this agreement and the handling of personal data is myWebLog’s support service, available at support.myweblog.se.

§ 1 General

1.1 This agreement is handled as an appendix to the general terms for the Service in force at any given time.

1.2 By accepting the general terms, the Customer confirms that they are authorized to enter into this Data Processing Agreement.

1.3 This agreement does not apply when the Service is a personal logbook that the Customer uses for their own private purposes. myWebLog is then the controller for the processing, which is described in myWebLog’s privacy policy.

§ 2 Scope

2.1 This agreement governs the handling of both personal data linked directly to the Customer and personal data in the Service. Handling means storage and communication.

2.2 Purpose and nature: The personal data is processed solely to provide the Service to the Customer. The processing consists of storage, handling and communication of data that the Customer or the Customer’s users enter into the Service.

2.3 Types of personal data and data subjects: Names, contact details, personal identity numbers, photos, member and user details, certificate and licence numbers, expiry dates of certificates, ratings and medical certificates, copies of such documents, bookings, logbook data (for example flights and flight times), financial transactions (for example fees, balances and payments), files the Customer uploads to the Service, login details and communication logs concerning the Customer’s members, users and employees.

2.4 Duration: The processing continues for as long as the Agreement is in force and thereafter as set out in clause 6.

§ 3 myWebLog’s Responsibility

3.1 myWebLog may only handle personal data in the following ways:

i. in accordance with applicable law,
ii. to fulfil obligations and operations associated with the Service, and
iii. as set out in this agreement together with the general and special terms, where such exist.

3.2 myWebLog shall ensure the confidentiality of the personal data and its availability to the Customer in accordance with applicable legislation. myWebLog shall take organizational and technical measures to ensure an appropriate level of security, taking into account the type of personal data processed.

3.3 myWebLog shall, to an appropriate and reasonable extent, assist the Customer in fulfilling its obligations under applicable legislation by providing tools and information. This includes assistance in responding to requests from data subjects to exercise their rights and, where relevant, assistance with security, incident handling and impact assessments.

3.4 This agreement on confidentiality and the handling of personal data continues to apply after the agreement for the Service has ended.

3.5 myWebLog shall notify the Customer without undue delay of an incident involving personal data, so that the Customer can fulfil its obligation to report personal data breaches to the Swedish Authority for Privacy Protection (IMY) and, where necessary, inform the data subjects. The notification shall, to the extent the information is available, describe the nature of the incident, the data concerned and the measures taken.

3.6 myWebLog may not disclose information about personal data to third parties, including authorities such as the police, except as required by law through a court decision or similar. myWebLog shall, where the law permits, notify the Customer before any data is disclosed.

3.7 myWebLog processes the personal data only on the Customer's documented instructions. This agreement, the general and special terms, and the Customer's use and settings in the Service make up the Customer's complete instructions. If myWebLog considers that an instruction infringes data protection legislation, the Customer shall be notified.

3.8 myWebLog shall ensure that persons with access to the personal data are bound by confidentiality or are under an appropriate statutory obligation of confidentiality.

§ 4 The Customer's Responsibility

4.1 The Customer is responsible for processing personal data in the Service in accordance with applicable legislation.

4.2 The Customer is responsible for ensuring that the personal data stored in the Service has a relevant purpose and a lawful basis: consent, contract, law, legitimate interest or another definition in force at any given time.

4.3 Through this agreement, the Customer accepts the technical and organizational solutions for handling personal data that myWebLog applies. Details beyond what is published in this agreement and in the general and special terms for the Service, where such exist, can be obtained through the support service.

4.4 The Customer is responsible for ensuring that no sensitive personal data is stored in the Service beyond what is permitted under clause 8.2. Should this happen, myWebLog cannot be held responsible for incorrect processing of that personal data.

4.5 The Customer is responsible for notifying myWebLog, preferably through the support service, when technical solutions prevent the Customer from fulfilling its obligations under applicable data protection legislation, for example when the Customer cannot meet a data subject's request through the Service's functions. myWebLog shall, without undue delay, assist the Customer in investigating the options in such a matter.

4.6 Since myWebLog cannot, other than through technical restrictions such as locking to a fixed IP address, control how the Customer chooses to use the personal data available through the API, the responsibility for handling personal data in such an integration lies entirely with the Customer.

§ 5 Sub-processors

5.1 myWebLog may use a number of sub-processors to deliver parts of the Service. myWebLog shall, through agreements or equivalent terms, ensure that the handling of personal data corresponds to the obligations in this agreement. myWebLog is responsible towards the Customer for the sub-processors fulfilling these obligations.

5.2 The Customer is entitled to request an overview of the subcontractors used to deliver the Service.

5.3 The Customer gives a general authorization for myWebLog to engage sub-processors. The current list is available on myWebLog's website (www.myweblog.se/help.php?t=sub-processors) and is updated when changes are made, whereupon the Customer is entitled to object.

5.4 The Service's databases, files and backups are not stored outside the EU/EEA. For certain parts of the Service, myWebLog engages sub-processors that may process personal data in the USA, for sending e-mail, push notifications to mobile apps and web statistics. Such transfers take place only with the safeguards that the GDPR requires. The Service does not automatically send personal identity numbers or copies of documents through these sub-processors. The Customer is responsible for ensuring that such data is not sent in messages that the Customer's users write themselves.

§ 6 Storage

6.1 Personal data, including uploaded files and backups, is stored in data centres in Sweden with a Swedish hosting provider, except for the copy referred to in 6.3. The hosting provider's staff within the EU/EEA may access the data for operations and support. The hosting provider does not process the data outside the EU/EEA.

6.2 Only authorized and controlled personnel have access to the relevant storage areas.

6.3 Backups of the Service's databases are taken every day and stored encrypted on two separate servers at the hosting provider, in accordance with 6.1 and 6.5. In addition, myWebLog keeps one encrypted copy per month in Sweden outside the hosting provider's environment, so that the Service can be restored even if the hosting provider's environment is unavailable. The copy is stored in accordance with 6.4 and 6.5. Uploaded files are protected by the hosting provider's recovery copies of the storage areas. These are used to restore the Service after a breakdown, not to recover individual files deleted by mistake.

6.4 When the Agreement for the Service ends, the Customer is entitled, by written notice, to have all personal data handled either deleted or handed over in a commonly used file format. Exceptions to this rule are backups and the data about the Customer that is kept under rules on invoicing and bookkeeping. Backups are stored for no more than 12 months. If the Customer wishes personal data stored in completed backups to be deleted, myWebLog shall offer this service at the current hourly rate. myWebLog and the Customer shall agree on the estimated cost before the work begins. The Customer is invoiced after the deletion has been carried out, and payment shall be made within 30 days.

6.5 Personal data, uploaded files and backups are stored encrypted according to industry standard (encryption of the storage areas at rest). This also covers the hosting provider's recovery copies of the storage areas. The encryption keys are kept separate from the encrypted data.

§ 7 Communication

7.1 Communication between the Customer and the Service is encrypted according to industry standard (for example TLS).

§ 8 Categories of Personal Data

8.1 The Customer may not handle personal data in the Service that is considered sensitive or that concerns criminal offences, for example, but not limited to:

i. racial or ethnic origin,
ii. political opinions,
iii. religious or philosophical beliefs,
iv. data concerning health,
v. data concerning a person's sex life or sexual orientation,
vi. trade union activity or membership,

vii. genetic or biometric data for the purpose of uniquely identifying a natural person,

viii. information about convictions or other criminal matters.

8.2 As an exception to 8.1 iv, the Customer may register in the Service the expiry date of an aviation medical certificate and store a copy of the certificate, in order to show that the certificate is valid. Beyond what appears on the certificate, no data concerning health, such as diagnoses or remarks, may be registered. The Customer is responsible for there being a basis under the GDPR for the processing, for example the data subject's explicit consent, and for giving only authorized persons at the Customer access to the copies.

8.3 The Customer may register personal identity numbers in the Service only when this is clearly justified having regard to the purpose of the processing, the importance of secure identification or another considerable reason.

§ 9 Audit and Inspection

9.1 myWebLog shall make available the information needed to demonstrate that the obligations in this agreement are met, and shall contribute to audits, including inspections, carried out by the Customer or by an auditor appointed by the Customer. Audits shall be announced within a reasonable time, may not unreasonably disrupt myWebLog's operations, and are paid for by the Customer.