General Terms and Conditions of Service

Version 1.0 | Effective 19 October 2026 | Standard business service terms
Supplier: POISE AB (company no. 556773-0923), Brunnsgatan 9, 172 68 Sundbyberg, Sweden
Product: LevelSync

1. Parties, scope and contract documents

1.1 These General Terms and Conditions (Terms) govern the business-to-business provision of the LevelSync managed file storage, synchronisation and sharing service (Service) by POISE AB, a Swedish company with registration no. 556773-0923 (POISE), to the legal entity identified in an accepted quotation, order or order confirmation (Customer). Associations, including housing associations, are treated as organisational customers and not as individual consumers.

1.2 The Agreement consists of the accepted quotation, order or order confirmation (Order), these Terms, the LevelSync Data Processing Agreement (DPA) for processing of Customer Personal Data, and any expressly agreed service-specific schedule. Documents become binding when properly incorporated into an accepted Agreement. In case of conflict: (a) the DPA prevails for mandatory personal-data-processing obligations; (b) an expressly accepted Order prevails for customer-specific commercial and technical particulars; and (c) these Terms otherwise apply. Mandatory law prevails in all cases.

1.3 The date on which the Customer accepts the Agreement is the Contract Effective Date. The Access Start Date is the date on which POISE makes the tenant available for permitted use. The Paid Subscription Start Date is the date on which chargeable subscription time begins, as stated in the Order. These dates may differ. Unless expressly agreed, any complimentary early-access period ends immediately before the Paid Subscription Start Date and is provided at no additional subscription charge. These Terms, the DPA and all security, content, confidentiality and use obligations apply from the first authorised access, including any complimentary period. A free period does not automatically extend the paid subscription term or alter a separately agreed renewal date.

2. Service, hosting and acceptable scope

2.1 LevelSync provides a tenant-based environment for storing, synchronising and sharing Customer files through a managed collaboration platform. Available functions may include user and group management, permissions, supported browser and desktop/mobile access, version history, deleted-file recovery and activity logging, subject to the subscribed plan, configuration and current supported versions.

2.2 POISE operates the customer-facing infrastructure and primary customer file storage in Stockholm, Sweden. Customer tenants are logically separated. Unless the Order expressly states

otherwise, servers, storage and other physical resources may be shared among customers; the Customer does not receive dedicated hardware.

2.3 The Order specifies included storage, user accounts, any separately charged administrator accounts, optional services, subscription term and charges. An administrator sign-in may be a separately designated account or a mailbox approved by POISE. Unless the Order states otherwise, each account consuming a platform user licence counts towards the plan limit, including an administrator account.

2.4 POISE may maintain, patch, replace or improve the technology reasonably needed to provide and secure the Service. Material changes that substantially remove a paid core capability will be notified in advance where reasonably possible. Where the change causes a material adverse effect and no reasonable alternative is offered, the Customer may terminate the affected Service in accordance with Clause 12.2.

3. Accounts, security and customer administration

3.1 The Customer controls which persons may access its tenant, how permissions and file shares are configured, and which files are uploaded or disclosed. The Customer must maintain accurate contacts, promptly remove access for departed users, safeguard authentication factors and inform POISE immediately of suspected account compromise.

3.2 Multi-factor authentication (MFA/2FA) may be required by POISE for administrative and other accounts. The Customer shall not disable mandatory security controls. Unless otherwise agreed, individual user identities are recommended; a designated shared administrative mailbox may be authorised for the Customer, in which case the Customer remains responsible for access to that mailbox and the MFA factors, and for the actions performed with the account.

3.3 The Customer is responsible for its endpoints, networks, local copies, data classification, lawful sharing decisions and access assigned to external collaborators. A read-only permission prevents ordinary editing in that share but does not necessarily prevent authorised viewing, downloading, screen capture or onward disclosure.

3.4 POISE maintains restricted, need-based privileged operational access to the infrastructure and may access tenant information or content only where technically necessary, authorised and lawful, including for service operation, support, security incidents and legal compliance. Personnel are bound by confidentiality duties and relevant access is controlled and recorded where technically supported. Encryption of stored and transmitted information is distinct from restrictions on authorised administrative access.

4. Customer content and permitted use

4.1 The Customer retains all rights in files, documents and other content it uploads (Customer Content). It grants POISE and authorised suppliers only the limited rights necessary to host, transmit, back up, restore, secure and otherwise process Customer Content in order to perform the Agreement and comply with applicable law.

4.2 The Customer warrants that it has the necessary rights and lawful grounds to store and share Customer Content. Prohibited use includes unlawful material or conduct, copyright or privacy violations, malicious software, phishing, spam, unauthorised surveillance, unlawful mass distribution, intrusion or vulnerability testing without POISE authorisation, circumvention of access

or security controls, interference with other tenants, or attempts to access resources not assigned to the Customer.

4.3 Without prior written permission, the Service must not be used as a public web-hosting platform, content delivery network, unrestricted file-download host, automated public distribution repository or resale platform. Ordinary file sharing for identifiable intended recipients is permitted where supported and subject to the Customer settings. Sharing links may be restricted, withdrawn or disabled to protect the Service or comply with law.

4.4 Fair Use. Customer activity shall not cause unreasonable or disproportionate consumption of bandwidth, connections, storage I/O, CPU, requests or other shared resources, or adversely affect the performance or security of the Service. A large legitimate initial upload is not prohibited solely because of its volume; POISE may coordinate or reasonably rate-limit transfers to protect other customers. POISE may implement reasonable technical limits, investigate abnormal patterns and request remediation.

4.5 POISE may receive and assess notices alleging unlawful content or misuse via the security or customer service contact published on the Service website. Where Regulation (EU) 2022/2065 (Digital Services Act) applies, POISE will implement the required notice, decision, explanation and redress processes applicable to its role and size. Reporting alone does not establish that content is unlawful. Measures will be risk-based and proportionate, and do not create a general obligation for POISE to monitor all stored Customer Content.

5. Security, encryption, backup and recovery

5.1 POISE applies appropriate technical and organisational controls proportionate to the relevant risks, including encryption of Customer files in transit and at rest, access and permission controls, restricted administration, security maintenance, monitoring and backup. Detailed configurations, suppliers, network topology, cryptographic key administration and other security-sensitive operational information remain confidential. POISE may update technical arrangements without materially reducing the overall level of protection.

5.2 POISE performs daily infrastructure-level server/virtual-machine backups and maintains encrypted off-site backup copies within the European Union under a rolling 14-day retention policy. These backups are primarily intended for infrastructure and disaster recovery. Successful recovery depends on the availability and integrity of viable backup sets, and no specific recovery point or recovery time is warranted unless separately agreed in writing.

5.3 File versioning and deleted-file recovery are features subject to the tenant configuration and applicable retention limits. Infrastructure backups do not provide a contractually guaranteed restore service for individual files, folders or customer tenants. Recovering a backup may require restoration of an entire server environment and could affect other tenants; POISE will not perform such a recovery solely to satisfy an individual request where it would unreasonably prejudice other customers or operations.

5.4 The Customer is strongly advised to maintain an independent and regularly updated copy of its business-critical data outside LevelSync. POISE will use reasonable efforts to investigate a loss and pursue technically feasible recovery, but restoration from infrastructure backups may be unavailable for individual customer content and may result in loss of changes since the latest viable backup. This recommendation does not remove POISE obligations under the Agreement or applicable law.

6. Support, maintenance and availability

6.1 POISE provides standard support during Swedish business hours (normally non-public-holiday weekdays, 08:00-17:00 CET/CEST), through the contact channels communicated by POISE. Coverage outside these hours, dedicated assistance, response targets and consultancy are not included unless separately agreed in the Order.

6.2 POISE may perform planned maintenance and emergency security work, which can temporarily affect availability. POISE will give reasonable prior notice of material planned interruptions where practicable. Failures of the public internet, customer devices, third-party networks or customer-controlled identity services may also affect access.

6.3 No percentage-based uptime service level, service credits or guaranteed response or recovery time applies unless expressly stated in a separate signed service-level schedule. This does not limit any non-excludable statutory remedies or POISE obligations expressly assumed elsewhere in the Agreement.

7. Fees, capacity changes and payment

7.1 The Customer shall pay the charges specified in the Order. Prices exclude VAT and other applicable taxes unless expressly stated otherwise. Fees are payable in advance for the stated billing period, and annual prepaid subscriptions are invoiced in advance. Any separately confirmed complimentary access period is free of the ordinary subscription fee, not a waiver of the Customer's obligations under these Terms or the DPA.

7.2 Unless the Order specifies otherwise, invoices fall due 20 days after invoice date. Statutory late-payment interest, reasonable reminder fees and lawful collection costs may apply to overdue amounts. POISE will send invoices electronically to the billing address notified by the Customer.

7.3 Upgrades to storage, licences or optional services require agreement on the revised charges. If use exceeds the included limits, POISE may request a plan upgrade and take proportionate technical measures to prevent further excess use, giving notice where feasible; it will not silently commit the Customer to an unapproved higher fixed subscription.

7.4 The subscription price agreed in the Order applies for the stated paid period. A negotiated price is not a promotion unless the Order expressly says so. POISE shall give the Customer at least 60 calendar days' written notice of any proposed change to the price for the next ordinary renewal period. The Customer may decline that renewal in accordance with Clause 8.2. In the absence of timely price notice or express agreement, any valid ordinary renewal shall continue at the then-current contractual price, subject to mandatory law. No increase shall apply retrospectively.

8. Term, automatic renewal and non-renewal

8.1 The initial paid subscription term is specified in the Order; otherwise it is 12 months from the Paid Subscription Start Date. Unless the Order expressly provides another renewal period, the paid subscription automatically renews for successive 12-month periods, subject to applicable mandatory switching and termination rights. A complimentary access period before the Paid Subscription Start Date does not count towards the initial paid subscription term.

8.2 Either party may prevent ordinary automatic renewal by written notice received no later than 30 calendar days before the end of the current paid period. POISE shall send a renewal reminder at

least 60 calendar days before expiry, identifying the current fee, any proposed renewal fee, the renewal term and the date for ordinary non-renewal. Failure to send a reminder does not waive a mandatory right or of itself authorise an undisclosed price increase. Any independent termination or switching right granted by applicable law applies notwithstanding this Clause.

8.3 An ordinary non-renewal takes effect at the end of the paid subscription period. Fees for a committed term are ordinarily non-refundable, except where this Agreement or mandatory law provides otherwise. A transfer/switch under Clause 11 may require separate statutory treatment; no wording in this Clause may override such rights.

9. Suspension and termination for cause

9.1 POISE may proportionately limit, throttle, suspend or disable accounts, sharing links, transfers or affected parts of the Service if the Customer use creates or reasonably threatens significant security risks, unlawful activity, abnormal or excessive resource consumption, material degradation of shared infrastructure or harm to other customers or third parties. Where immediate action is reasonably required, POISE may act without advance notice, and will provide an explanation and opportunity to remedy as soon as lawfully and operationally practicable. Measures should not exceed what is reasonably necessary to control the risk.

9.2 If an undisputed invoice remains unpaid after written reminder and a reasonable cure period of at least 14 days, POISE may suspend affected access. Either party may terminate for material breach remaining unremedied 30 days after written notice describing the breach, save where immediate action or termination is lawful and reasonably necessary to contain serious harm. Termination due to insolvency is subject to applicable insolvency law.

9.3 Suspension does not authorise premature or irreversible deletion of Customer Content. Export, retrieval and erasure following termination are governed by Clause 11 and the DPA, including any mandatory minimum retrieval period.

10. Intellectual property and confidentiality

10.1 LevelSync is a registered European Union trademark owned by POISE Holding AB. The POISE trademark is currently owned by POISE AB. POISE AB is the legal entity operating and supplying the LevelSync Service; no direct contract with POISE Holding AB is formed by use of the LevelSync name. Software, documentation and other intellectual-property rights remain with their respective owners. The Customer receives only a limited, non-exclusive, non-transferable right to use the Service for its internal organisational purposes and lawful collaboration for the term of the Agreement.

10.2 Each party shall preserve the confidentiality of non-public business, technical, security and Customer Content information received from the other and disclose it only to persons needing to know for the Agreement and bound by suitable confidentiality duties. Exceptions apply to information already public without breach, independently developed, properly received from a third party or required to be disclosed by law; to the extent lawful, the receiving party will notify the other of compelled disclosure.

11. Data export, supplier switching and end of service

11.1 The Customer can download its stored files using supported tools during the active term. On request POISE shall assist with an orderly export or switching process to another provider or on-premises infrastructure, including access to relevant information and exportable data and digital assets, to the extent required by Regulation (EU) 2023/2854 (EU Data Act) where applicable.

11.2 Where Chapter VI of the EU Data Act applies, the Customer may request switching to another data processing service or porting to its own ICT infrastructure, subject to a notice period of no more than two months. The mandatory transitional period shall not exceed 30 calendar days after that notice period, unless an alternative period is permitted by law. During the transition POISE shall provide appropriate assistance to the Customer and its authorised third parties, act with due care to maintain business continuity, inform the Customer of known continuity risks, and maintain appropriate security, including during the retrieval period. The Customer shall have at least 30 calendar days for retrieval after the applicable transition and may extend the transitional period once for a period it considers more appropriate, as provided by law. Where the 30-day transition is technically unfeasible, POISE shall notify the Customer within 14 working days of the switching request, explain the technical reasons and specify an alternative transitional period of no more than seven months, while maintaining service continuity as required by law. At the end of the notice period the Customer may notify POISE whether it will switch to another provider (and provide the necessary details), port to its own ICT infrastructure or elect erasure. The Agreement terminates, as to the affected Service, upon successful completion of the switch or, where the Customer elects erasure rather than switching, at the end of the notice period, subject to statutory retrieval, erasure and other surviving obligations.

11.3 The exhaustive contractual categories of Customer data and digital assets available for portability, insofar as held by the Service and qualifying as exportable data under the EU Data Act, are: (a) Customer-uploaded or Customer-created files and content, including retained file versions where legally exportable; (b) file and folder names, paths, hierarchy and related customer file attributes; (c) Customer-created user, group, permission and sharing configurations and associated records; and (d) Customer-generated file activity, audit and other tenant metadata insofar as retained and legally exportable. Technical export procedures, formats and known restrictions are described in the online export register referred to in Clause 11.7. Export of data does not guarantee that platform-specific permissions, links, history or collaboration features will work equivalently at the destination. The exhaustive categories of provider-internal material excluded, only insofar as protected under applicable law and without impeding a legally required switch, are: (i) proprietary software and source code; (ii) non-Customer cryptographic secrets, credentials and internal key-management material; and (iii) confidential internal system configurations, security-detection rules and security-sensitive infrastructure information constituting provider or third-party trade secrets. These exclusions do not extend to Customer-uploaded content or other data that the EU Data Act requires POISE to export.

11.4 POISE shall not charge fees for a switching process to the extent prohibited by the EU Data Act, including the withdrawal of switching charges from 12 January 2027. Before that date any reduced switching charge shall not exceed qualifying directly incurred costs and must be disclosed in advance where applicable. Charges for genuinely separate optional professional services may be agreed transparently, but shall not disguise or circumvent a prohibited switching charge. Any lawfully permissible early-termination charge must have been transparently specified and may not be implied merely from the existence of a committed subscription term.

11.5 Upon the end of the applicable statutory or agreed retrieval period, POISE shall follow the Customer's documented lawful instructions regarding return or erasure and shall erase or render

inaccessible active Customer Content without undue delay unless retention is required by law. Copies remaining in protected infrastructure backups expire through the normal 14-day rolling rotation; during that period they remain subject to security and purpose restrictions. Where data is restored for disaster recovery, POISE shall take reasonable steps to prevent deleted tenant data returning to operational use. Required information on completion of erasure will be provided consistently with the DPA and applicable law.

11.6 Statutory switching, cancellation, continuity, retrieval and erasure rights prevail over inconsistent provisions on subscription commitments, automatic renewals and payment. The allocation of legitimately prepaid fees and any expressly agreed early termination compensation shall be determined in accordance with applicable law; POISE shall not impose undisclosed or prohibited exit penalties.

11.7 POISE shall maintain an up-to-date online register specifying available cloud-service switching and portability procedures, supported data structures and formats, relevant standards and known technical limitations, at https://levelsync.com/security/ or a dedicated export-information page linked from there. POISE shall also make available on the Service website the information required by Article 28 of the EU Data Act concerning infrastructure jurisdictions and general measures against conflicting unlawful international governmental access to non-personal data. POISE may withhold confidential security configurations to the extent permitted by law, without restricting information that must be provided under applicable law.

12. Changes to terms and service

12.1 POISE may make reasonable updates to these Terms for legal, security, technical or operational reasons. Material contractual changes will be notified by email at least 60 days before taking effect, except urgent changes required by law or a serious security risk, which will be notified as soon as reasonably possible.

12.2 Changes that materially disadvantage the Customer in respect of the paid core service and that are not required by law will give the Customer a right to terminate the affected future service before the change takes effect and receive a pro-rata refund of prepaid fees attributable to the unused period. Updates to a DPA or its annexes must comply with that document and applicable data-protection law.

13. Liability and remedies

13.1 Each party is responsible for direct loss caused by its breach of the Agreement to the extent liability arises under Swedish law. Subject to Clauses 13.2 and 13.3, POISE's total aggregate contractual liability arising out of or relating to the Agreement, across all claims in a rolling 12-month period, shall not exceed the fees paid or payable for the affected Service during the 12 months immediately preceding the event giving rise to the claim; for claims in the first year, the cap is the fees paid or payable for the initial 12-month period.

13.2 Neither party is liable to the other for indirect or consequential commercial losses such as lost profits, lost revenue or anticipated savings, except to the extent such exclusion is prohibited by mandatory law. The parties will act reasonably to mitigate losses. This exclusion does not of itself exclude direct restoration costs that are otherwise recoverable within the agreed cap.

13.3 Nothing in this Agreement limits liability for fraud, wilful misconduct or gross negligence where such exclusion is impermissible, nor mandatory liability, applicable data-subject rights,

supervisory authority powers or other rights that cannot legally be limited. This cap allocates contractual risk between the parties; it is not a purported limitation of a data subject's claim under GDPR Article 82, a regulator's statutory powers or liability that cannot lawfully be capped.

14. Force majeure

14.1 A party is not liable for delay caused by events beyond its reasonable control that it could not reasonably avoid or overcome, including major infrastructure failures, exceptional cyber events despite appropriate safeguards, natural disasters, war, labour disruption or government orders. The affected party shall notify the other without undue delay and take reasonable steps to mitigate the impact. Ordinary insufficient staffing or lack of routine security measures is not itself force majeure.

14.2 If such an event prevents a substantial part of the Service for more than 60 consecutive days, either party may terminate the affected Service by written notice, subject to mandatory rights and appropriate settlement of the unused prepaid service.

15. Notices, assignment and subcontractors

15.1 Notices relating to renewal, termination, material breach or contractual changes must be sent in durable written form, including email to the verified addresses identified in the accepted Order or later notified in writing. Each party must maintain current contact details. Notices and incident reports can be sent to the verified service contact provided by POISE in the Order or customer onboarding materials. POISE may require identity verification before executing sensitive instructions.

15.2 POISE may use technical suppliers and subcontractors to provide the Service and remains responsible for its contractual obligations. These Terms do not disclose detailed infrastructure architecture or sensitive security configuration. Sub-processors entrusted with Customer Personal Data are identified in Annex 3 of the DPA supplied confidentially to each Customer, and their approval and subsequent changes are governed by that DPA. POISE may assign the Agreement as part of a bona fide business transfer on notice, provided customer protection is not materially diminished; the Customer may not assign without reasonable prior written consent, except where required by law.

15.3 Before contractual acceptance, POISE shall provide the Customer with the applicable Terms and DPA, including the confidential sub-processor information in Annex 3, in a durable form. The parties may record acceptance by a clear written email, electronic signature or documented order-acceptance action referring to the applicable versions. An invoice, unilateral attachment of new terms after an already accepted order, website publication or mere customer silence does not, by itself, establish acceptance of new material terms. The accepted versions and subsequent agreed changes shall be retained with the Order.

16. Governing law and disputes

16.1 Swedish substantive law governs the Agreement, excluding conflict-of-law rules. The parties shall first attempt to resolve disputes in good faith. Disputes are subject to the courts of Sweden, with Stockholm District Court (Stockholms tingsrätt) as court of first instance, unless a mandatory rule

requires another forum. If a provision is held invalid or unenforceable, the remaining provisions remain effective to the extent permitted by law.