

## **GENERAL TERMS AND CONDITIONS FOR BLISS ONLINE INTERNATIONAL**

*Last updated: 8 July 2019*

These general terms and conditions govern the service BLISS Online (the “**Service**”) provided by The National Agency for Special Needs Education and Schools (“**SPSM**”) to private individuals and employees of county councils, municipalities, public authorities, organisations, schools, foundations or companies in the public sector via the Internet. The customer of the Service is therefore the relevant company, county council, municipality, public authority, organisation, school, foundation or private individual (“**Customer**”). The Customer enters into a binding agreement with SPSM which includes these general terms and conditions (the “**Agreement**”).

Please note that where a company within the public sector, county council, municipality, public authority, organisation, school or foundation is a Customer, they may buy a Licence (as defined below) for several users and create as many personal user accounts for employees or individuals as the number of purchased users. All holders of a personal user account (“**Users**”) shall abide by this Agreement in their use of the Service. User accounts are personal and may not be shared with, assigned to, or used by a person other than the one to whom the user account is registered. A Customer that is a county council, municipality, public authority, organisation, school, foundation or company within the public sector shall ensure that its Users are informed that they must follow the terms and conditions of the Agreement with regards to Users and that they read SPSM’s privacy policy for the Service. A User who contravenes or breaches the Agreement may have their user account terminated in accordance with the section below – “Closing and termination of the Agreement”.

There is only an English version of this Agreement. We refer Nordic users to the Nordic license version Bliss Online Nordic.

### **Who may be a User?**

A Customer may not register a User and a User may not use the Service in accordance with this Licence unless the User: i) is a person with a disability, a consequence of which being that the person in question has difficulties in communicating or learning difficulties and is in need of alternative and/or supplementary communication aids; ii) works as a teacher, pedagogue or in another profession in a school, or in health and social care and holds a position which requires them to take care of and/or train one or several students/people covered by the provisions of subsection i); iii) is a parent, legal guardian or other relative of a person covered by the provisions of subsection i); or iv) is a researcher or scientist working in research and development of Bliss as an augmentative and alternative communication (“**AAC**”).

### **Assignments and rights**

All rights relating to the Service and the contents of the Service, including copyright, trademark and all other intellectual property rights relating to development of the Service, the compiling of the contents of the Service as well as individual material in the Service, is the property of SPSM with full title and right of disposition - or is licensed- by SPSM.

As a Customer or User of the Service, you receive a limited, non-exclusive, non-assignable, revocable licence to use the Service privately, if the Customer is a private individual, or for educational purposes or other purposes within AAC research, school, health, and/or social care if the Customer is a company within the public sector, county council, municipality, public authority, organisation, school or foundation (“**Licence**”). Customers and Users undertake and accept to not use the Service

and its contents for purposes other than those stated in the Agreement and specifically not for commercial purposes without SPSM's written permission.

### **Functions and interoperability of the Service**

Main characteristics:	digital online service for supplementary communication.
Language:	the Service consists of Bliss symbols and associated grammatic indicators (" <b>Graphic Symbols</b> "). Graphic Symbols are available via the Service in the following languages: English, Spanish, Dutch, Russian, French, Hungarian and Latvian and any other languages to be added in the future.
Access type:	access via the Internet.
Updates:	regular updates to improve the stability and functionality.
Internet connection:	required to use the Service.
Territorial limitations:	the Service is available under this Licence worldwide.
Interoperability with hardware and software	can be used with PC and Mac.

### **Maintenance and updates**

During the term of the Agreement, SPSM may close the Service in whole or in part in order to carry out updates, maintenance or other similar activities. SPSM will inform the Customer as soon as possible before carrying out updates, maintenance or other similar activities.

### **Personal data**

SPSM respects its Customers' and Users' privacy and safety. When registering a user account and in the use of such a user account, SPSM will process Users' personal data in accordance with the General Data Protection Regulation and other applicable legislation governing privacy.

Read [here](#) for more information on how SPSM, as the personal data controller, processes Users' and Customers' personal data in connection with the use of the Service under this Licence.

### **Cost and payment**

The annual costs for the Service with accompanying Licence are:

1 User — SEK 300 (SEK 375 including VAT)

5 Users — SEK 600 (SEK 750 including VAT)

10 Users — SEK 1,125 (SEK 1,406 including VAT)

20 Users — SEK 2,100 (SEK 2,625 including VAT)

30 Users — SEK 3,000 (SEK 3,750 including VAT)

Users refers to the number of personal user accounts.

Payment is to be made directly via PayPal or comparable direct payment service or by invoice. With payment by invoice, payment shall be made within net thirty (30) days from the date of invoice. Interest on late payment is charged at the statutory rate on interest in arrears calculated from the due date.

### **Access to the Service**

Where payment is made via PayPal or comparable direct payment service, a password to the Service is sent when the payment goes through.

Where payment is made by invoice, the payment must be approved by SPSM before a password is forwarded. Approval of an order can take up to a couple of working days depending on when the order is executed (for example weekends) or in the event of heavy workload.

Please contact SPSM via electronic mail at [blissonline@spsm.se](mailto:blissonline@spsm.se) or [order@spsm.se](mailto:order@spsm.se) in the event of difficulties in access. You may also contact us by telephone at +46 20 23 23 00 or send a message by post to SPSM ordermottagningen, Nygatan 18-20, 90327 Umeå, Sweden.

### **Term of the Agreement**

This Agreement is valid for twelve (12) months from receipt of payment by SPSM for the Licence (PayPal or comparable direct payment service) or approval of an order (invoice). At the end of the term of the Agreement, the Agreement will terminate and any created user accounts will be retained for a maximum of three (3) months (or longer if you have granted consent to extended retention times). The Agreement may, however, be renewed before the expiry of the term of the Agreement. In the event of renewal, user accounts which have been created will remain valid provided payment has been received by SPSM. Where the payment has not been received by SPSM, previously created user accounts will be frozen until SPSM receives the payment. Where payment for renewal has been received before expiration of the term of the Agreement, the renewal of the Agreement and the Licence will apply from the point in time at which the Agreement would have terminated (so as to avoid any disruption in the Service).

### **Private individual's right of withdrawal**

This section does not apply to Customers that are a company within the public sector, county council, municipality, public authority, organisation, school or foundation.

A Customer that is a private individual may withdraw from this Agreement, within fourteen (14) days, regardless of reason, by exercising their right of withdrawal. The right of withdrawal begins to apply from the day the Customer entered into the Agreement. To exercise their right of withdrawal, the Customer must send a clear and unambiguous message to SPSM by post, email or telephone (see contact details below) stating that you, as Customer, have decided to withdraw from the Agreement.

Where a Customer exercises their right of withdrawal, repayment is made of the amount paid less a proportion of the price representing that part of the Service partially performed before the Customer exercised their right of withdrawal. Repayment will be made without undue delay and in any case no later than fourteen (14) days from the day SPSM was informed of your decision to legally withdraw from the Agreement.

### **Closing and termination of the Agreement**

SPSM reserves the right to terminate the Service for Users and/or Customers through written notice to Users and/or Customers by terminating one or several personal user accounts and/or giving notice of termination of the Agreement with immediate effect if a User or Customer: i) breaches their

obligations under the Agreement; ii) has provided false information in order to access the Service; iii) circumvents the territorial limitations applied by SPSM or its licensors; iv) violates laws, public authority decisions or instructions, or v) acts in an offensive or insulting way towards SPSM or Users of the Service.

No repayment of costs incurred to date shall be made where SPSM terminates one or several user accounts and/or gives notice of termination of the Agreement in accordance with any of the above stated grounds.

The Customer may terminate the Agreement at any time. No repayment of incurred costs shall be made in the event of such termination. Where termination is due to changes or supplements to the Agreement that are material to the Customer, repayment shall be made in an amount equivalent to the cost of the Service for the remaining term of the Agreement.

The Customer may give notice of termination of the Agreement by electronic message to [blissonline@spsm.se](mailto:blissonline@spsm.se) or [order@spsm.se](mailto:order@spsm.se). You may also contact us by telephone at +46 20 23 23 00 or send notice of termination by post to SPSM ordermottagningen, Nygatan 18-20, 90327 Umeå, Sweden.

### **Liability and limitation of liability**

The Customer shall compensate SPSM for all damage, including any claims for damages, caused by the Customer or User having breached the Agreement or acted negligently in any way in using the Service.

SPSM is not responsible for indirect loss, loss of business, damage to digital devices and software, lost profit, loss of data or loss of goodwill.

SPSM's total liability towards the Customer is limited, except in the case of gross negligence or intent, to the amount paid by the Customer for the Licence during the preceding twelve (12) months. SPSM is not liable to any party other than the Customer (for example Users if the Customer is a company within the public sector, county council, municipality, public authority, organisation, school, foundation or third party).

SPSM does not guarantee that the Service will work flawlessly or without disruption. It may happen that the Service is partly or completely down as a consequence of updates, maintenance or other similar activity.

### **Changes to the Service**

SPSM may regularly update its digital assortment and content of the Service and reserves the right to change, remove, or include information or material in the Service at any time and to cease to provide this Licence to Customers. Unless otherwise stated in the Agreement, such cessation shall only occur where SPSM's right to provide the Service, or contents of the Service, to the Customer changes. Where SPSM ceases to provide the Service via this Licence, repayment shall be made to a Customer in an amount equivalent to the cost for the Service under the remaining term of the Agreement.

### **Amendments to the Agreement**

SPSM reserves the right to change and/or supplement the terms and conditions of the Agreement at any time. Notice of amendments to the Agreement shall be given to the Customer in a form determined by SPSM no later than one (1) month before the amendments come into force. SPSM may immediately make any amendments and supplements required by law, regulation or public

authority decision. The Customer's right of termination in the event of such change is outlined under the heading "Closing and termination of the Agreement".

### **Force majeure**

SPSM is not liable for consequences due to the failure to perform its obligations under the Agreement if such failure is due to circumstances beyond the control of SPSM or which SPSM could not or should not have foreseen or could reasonably be expected to have taken into account at the time of entering into the Agreement, for example war, civil war, fire, flooding, disruption in public communications, disruption to the general energy supply, newly enacted or changed legislation, labour conflicts or other similar circumstances.

### **Assignment**

The Customer may not assign the Agreement or its rights and/or obligations under the Agreement without the prior written consent of SPSM. A User may not transfer their account to another individual without the prior written consent of the Customer and SPSM. In the event of assignment of the Agreement to a new Customer, the Agreement will continue with the new Customer as a party to the Agreement. The new Customer must approve the Agreement in writing for the assignment to be valid. At the time of assignment, the assigning Customer may determine whether or not current Users will be transferred to the new Customer. Please note that user accounts are personal and a transfer may only occur where the User is the only person who still has access to the user account.

Under the Agreement, a User may be assigned from one Customer to a new Customer with SPSM's written consent. In such a case, the new Customer must enter into the Agreement with SPSM.

### **Applicable law and disputes**

Disputes which cannot be settled through negotiation between the parties shall be finally determined by a court of general jurisdiction in Sweden. The Agreement is subject to Swedish substantive law without regard to rules of international private law.

### **Contact information**

The National Agency for Special Needs Education and Schools, SPSM  
Organisation number: 202100-5745  
Box 1100  
871 29 Härnösand  
Sweden

Switchboard: + 46 10 473 50 00  
Text Telephone:+46 10 473 68 00  
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