

The Swedish version of this document can you find here:

<https://www.stugknuten.com/public/villkor.pdf>

## **General terms and conditions for use of the service**

### **Welcome to Stugknuten.**

Stugknuten is a letting service for holiday cottages, houses and apartments where private individuals and companies can advertise their own properties on our website [www.stugknuten.com](http://www.stugknuten.com) or rent properties directly from the advertiser.

The letting service Stugknuten is operated by Stugknuten uthyrning AB, corporate identity number 556681-5238, and you can contact us at any time at [info@stugknuten.com](mailto:info@stugknuten.com). Stugknuten uthyrning AB is referred to below as Stugknuten.

It is important to bear in mind that Stugknuten is not to be regarded as a letter of properties and merely provides a service for advertising and establishing contact between users who have registered for the service.

As a property letter, in addition to advertising you can make use of our booking service containing an insurance solution through Länsförsäkringar and a payment solution provided by our partner MangoPay. Special terms and conditions apply to access these services, and you can find these here <https://www.stugknuten.com/public/villkor-bokning-en.pdf>

See our [Privacy Policy](#) (Swedish) for information on how we handle your personal data.

### **Your relationship with Stugknuten**

These general terms and conditions form the basis of the contractual relationship between you as a user of the services and Stugknuten. It is very important to us that you are aware of what your rights and obligations are as a user of the service, and we therefore ask you to read through the terms and conditions carefully. If there is anything you do not understand, you are welcome to contact us at [info@stugknuten.com](mailto:info@stugknuten.com).

### **Set up an account**

To make use of the letting service, you must first create an account with us, and we advise you to use a strong password containing both lower-case and upper-case letters and special characters to make it difficult for outsiders to guess your password, and consequently to access your user account. If you suspect that someone has nevertheless gained access to your password, we advise you to change this immediately or to contact us through [info@stugknuten.com](mailto:info@stugknuten.com) to close the user account.

A user account can only be created by someone who is over 18 years of age and who otherwise has the right to enter into the contract that use of the service entails.

### **The contents of your user account and information in advertisements**

As a user, you are responsible for the accuracy of the information supplied to Stugknuten in connection with use of the service. It is also important as an advertiser and user to be aware that Stugknuten does not accept liability for the particulars posted in advertisements such as images and other data, and that these are supplied entirely on the responsibility of the advertiser. It is a fundamental condition of use of the service and advertising that you yourself are the owner of the advertised property or that you have the owner's permission for advertising and letting.

In the event that as an advertiser you use material covered by the rights of another person without their permission, Stugknuten has the right to remove the material from the advertisement or to terminate the advertisement or user account if you have not deleted the content from the advertisement or user account within five days after being notified by us that material that infringes the rights of another person must be removed. In the event that we are compelled to delete an advertisement or a user account for the reasons stated above, you do not have the right to repayment of any sums you have paid to us for the services.

The content and material in your user account and in advertisements are part of the letting service, and we always endeavour to maintain objectivity in our letting service. We therefore do not permit material that expresses opinions that may cause offence or are disparaging.

In the event that claims are lodged against Stugknuten because of the data or information you as a user have supplied to the service, you undertake to indemnify Stugknuten in relation to the party that has lodged the claim for compensation. This also includes compensation for the legal fees that may arise for Stugknuten as a result of the claim.

## **Posting of advertisement, terms and conditions for advertising and terms of payment**

Advertising on [www.stugknuten.com](http://www.stugknuten.com) requires the user to comply with the terms and conditions that apply to the content of the advertisement and what can generally be deemed to represent as an ethically and morally sound approach. Stugknuten reserves the right to make this assessment alone at any given time.

The price for advertising is dictated by the price list applicable at the time of advertising, which you can find here <https://www.stugknuten.com/loggain.asp>

. Payment takes place at the time of ordering of the advertising service through the payment solutions offered by a third party, and the advertisement is normally published within 24 hours on weekdays. As the service you purchase from us is provided immediately when your advertisement is published, you consent to the service starting to be performed immediately and to there not being any right to cancel in accordance with Distance Contracts Act. The Distance Contracts Act normally allows for a right to change your mind within 14 days after you have entered into a purchase contract, but there are exceptions in those cases where you as a user have permitted the service to start to be performed immediately so that there is no right to change your mind, to which you as a user hereby give your consent.

As a user you may, however, choose to make use of our service with advertising free of charge. To make use of this service, bookings made as a result of the advertisement must, however, be made through our system, and Stugknuten then charges a fee of 12% of the letting cost for administration and advertising.

The advertising period is to be deemed to be a continuous period irrespective of whether the user chooses to deactivate their advertisement for a particular time during the advertising period.

The advertising period can be renewed at the earliest 30 days before the advertising period expires. Changes to the advertisement can be made continuously during the advertising period, as can addition of options to the advertisement. As a user you should, however, be aware that any additional options follow the current advertising period.

Stugknuten reserves the right to check the content of the advertisement before it is published. Publication that has been preceded by a check on the part of Stugknuten need not, however, mean that Stugknuten has approved the content of the advertisement nor that we are liable for the information in the advertisement being correct. We wish to point out once again that as a user you are responsible for all particulars given to Stugknuten in connection with the letting service.

### **Changes to the service and availability of the service**

Stugknuten works continuously on development of the service so that as a user you have the best possible experience when you visit the website, as well as when using our services. This means, however, that the service may be closed for maintenance at certain times. We will, of course, try to minimise the time when the service is not available, but wish to make clear at the same time that we do not accept any liability for compensation to you as a user for the time when the service cannot be used or during time when your advertisement is not available for viewing. Neither do we make any deduction from advertising fees for the time when the service cannot be accessed or extend advertising times. In the event that the service is not accessible during a continuous time of more than one week, you are, however, entitled to compensation. Compensation will, however, be paid only for the time when the service has been unavailable and in the event that you wish to receive compensation you can submit with such a request at [info@stugknuten.com](mailto:info@stugknuten.com). The compensation which we will pay consists of the cost of advertising divided by the number of days of which the advertising period is made up, times the number of days when the service has been unavailable. If the reason why the service is unavailable is outside our control and something we could not reasonably have avoided, we do not, however, have any liability to pay compensation to you as user.

### **Use of cookies**

Stugknuten uses cookies to help make your experience on our website more enjoyable, and in using our services you therefore also consent to the use of cookies and to data concerning your visit to our website being stored and used to improve your experience.

Stugknuten additionally makes use of Google Analytics to analyse visitors' use of the website and its functions. In this connection, data about visitors is collected and is also shared with Google in relation to the analysis tool. For further information about how Google handles collected information, see its website at the address <https://www.google.com/intl/sv/policies/privacy/partners/>.

By using the service, you consent as a user to the information collected being stored by Google.

### **Processing of personal data**

In connection with supply of the service, Stugknuten collects a limited amount of personal data to enable it to fulfil its obligations towards you as a user. The data is retained and used only for performance of the services, and as a user you consequently give your consent for the processing of personal data that takes place. Stugknuten will not in any respect divulge your personal data to a third party.

In addition, you always have the option of requesting that we erase all the data we have processed concerning you in connection with performance of the service. Such a request should be sent to [info@stugknuten.com](mailto:info@stugknuten.com). Note, however, that messages that have passed between you and another user in connection with use of the service will remain in the user's history.

Use of services through our partner MangoPay is subject to special terms and conditions issued by MangoPay.

### **Use of data for information and marketing purposes**

Stugknuten reserves the right to send messages on electronic media for marketing purposes to registered users. In the event that as a user you have specified that you do not wish to receive information for marketing purposes, such information will not be sent out. As always, there is an option of changing your previous decision by notifying Stugknuten or following the link for deactivation that accompanies the mailshot.

Stugknuten also reserves the right to make use of published advertising material in advertising to market the service.

An individual user does not have the right to make use of the platform for advertising other than that which takes place as part of the user's posting of advertisements for the letting of property. Nor may users otherwise use the platform for targeted offerings to other users. Misuse of the service in this way will lead to immediate closing and deletion of an account.

### **Misuse of the service**

In the event that you contravene our terms and conditions and fail to make correction within five days after we have informed you of our position and the reasons for our position, we have the right to terminate your user account.

Repeated cases of contraventions will also mean, despite corrections being made, that we terminate your user account.

Material or repeated deficiencies in relation to advertised conditions or the relationship with guests in connection with the letting of properties which come to the knowledge of Stugknuten are also regarded as misuse of the service.

It must be pointed out again that the user bears sole responsibility for the accuracy of information posted on [www.stugknuten.com](http://www.stugknuten.com) and it being in accordance with the terms and conditions applicable to use of the service.

### **Changes to terms and conditions**

In the same way that we make changes to our service, we may also implement changes to the terms and conditions governing our contractual relationship. We always endeavour to implement changes at the time of renewals of services, but in the event that we nevertheless implement changes to our terms and conditions during a contract period you have the right as a user to terminate the service and receive repayment for the remaining part of the advertising period provided that the changes we implement are of material significance to you as a user and have a material adverse impact on your prospects of having the advertised property let.

### **Termination of the service**

You have the option of terminating the service at the time you find most appropriate. If the services are terminated at your own request during the course of the contract period, no repayment of paid fees for purchased services will, however, be made, irrespective of whether these will continue to be used. In connection with such termination we will also permanently erase all data that has been processed concerning you in connection with performance of the service.

### **Transfer of contract**

Rights and obligations under this contractual relationship cannot be transferred by the Letter or Hirer. However, Stugknuten has the right to transfer the contractual relationship, provided that this does not signify any changes of circumstances for you as Letter or Hirer.

**Applicable law**

As we are a Swedish company operating in Sweden, Swedish law is applicable to our contractual relationship and these general terms and conditions. Any dispute arising between you as a user and us will be settled by a Swedish court of law.