

## Terms and conditions – APPWAY MARKETING Standard Agreement

### **§1. Definitions**

In this document, the terms, “Appway”, “we” and “our” are used to refer to Appway Marketing AB (Org nr: 559237-3327). The term “Customer” and “you” are used to refer to the part who enters into this agreement with Appway Marketing AB.

### **§2. Restrictions**

The Customer must be a Business, an Organization, a Corporation or a Legal entity. Any representative of the Customer must be at least 18 (eighteen) years of age to participate or access any services contained in this agreement. Appway assumes no responsibility or liability for any misrepresentation of your business or any misrepresentation of the age of any of the Customer’s representatives. By purchasing our services, you warrant that you have read and reviewed this agreement and that you agree to be bound by it.

### **§3. Assignment description**

The description of the assignment and the deliverable is as it is stated in the section Our offer (Vårt Erbjudande) in an offer or email documents. The delivery is done via e-mail. The delivery is seen as complete when the Appway sends an e-mail to the Customer containing one or more links to the created content. The email will be sent to the e-mail adress the Customer used when accepting the offer.

### **§4. Fees**

All fees are stated in EURO if not otherwise express written by Appway. All fees are stated excluding VAT and excluding any other sales taxes and local taxes. It is up to you to be informed about which local taxes apply. The entire amount must be paid before the payment is seen as paid in full.

### **§5. Payment terms**

Advance payment via invoice and bank transfer (Bankgiro). For subscription services, an additional advance payment is required before every new license period begins.

### **§6. Delivery time**

Stated delivery time on any offer, email document, sales page and on any sales material are estimated delivery times. The delivery time starts earliest seven business days from the day that the payment is received in full. The Customer is required to provide its organization number, registered name, country, and VAT number before the delivery time starts. The estimated delivery time is 3 months if not otherwise express written by Appway. In the event of a delay due to any condition on the Customer's side or other similar circumstances, Appway shall be entitled to a reasonable time extension.

### **§7. Limited License**

By purchasing our services, the Customer is granted a single-use, non-exclusive, non-transferable, revocable license to access, view or use, our services. The time period the license is valid is four weeks if not otherwise express written by Appway. The Customer is only allowed to access, view or use our services during the period that the license is valid. It is the Customer’s duty to make sure to access, view or use our services before the license expires. If the Customer does not access, view or use our services before the license expires, the Customer is not granted a refund or cancelation, the

Customer is not granted an extended time period for the license, and this action can not be interpered as failure to deliver. The license is granted to one individual person in the company if not otherwise express written by Appway. All ownership rights in the intellectual property related to the purchase remain with Appway and the Customer may not use or reproduce any of the content in any manner, without the express written consent from Appway. Any violation of the copyright or trademark rights of Appway shall result in immediate termination of access to our services without refund.

#### **§8. Copyright**

The material in our services and any source code and digital content is covered by the provisions of the Swedish Copyright Act (Upphovsrättslagen 1960:729) and by other applicable laws, policies, regulations, and international agreements that address intellectual property rights. Except as granted in the limited license, any use of our services, including modification, transmission, presentation, distribution, republication, or other exploitation of the material or of its content, whether in whole or in part, is strictly prohibited without the prior written consent of Appway.

#### **§9. Service interruptions**

We may need to interrupt your access to our services to perform maintenance or emergency services on a scheduled or unscheduled basis. You agree that your access to any of our material, content, resources, systems, platforms, and websites etc. may be affected by unanticipated or unscheduled downtime, for any reason, but that Appway shall have no liability for any downtime or loss caused as a result of such downtime.

#### **§10. Passwords**

Any passwords and user IDs used for any of our services or resources are for the Customer's individual use only. The Customer is responsible for the security of their password and user ID (if any) and is responsible for all activities that occur under their user ID and password. The Customer agrees to notify Appway immediately of any unauthorized use of their password or account or any other breach of security. Appway will be entitled to monitor passwords and user IDs and, at its discretion, require Customers to change passwords. The Customer further agrees that Appway will not be responsible for the unauthorized use of a Customer's profile by any other person and is under no obligation to confirm the actual identity of any password or user ID. Appway cannot and will not be liable for any loss or damage arising from a Customer's failure to comply with these provisions.

#### **§11. Rescheduling**

Appway have the right to reschedule any meeting, online meeting, or delivery meeting of any kind for any reason at any time without prior notice. Appway shall not be liable for any losses or damages of any kind related to rescheduling, delayed delivery times.

#### **§12. Legal Disclaimer – Technology**

Appway shall not be liable for any losses or damages of any kind related to any websites, hosting platforms or any other technology used in the delivery of our services being unavailable or unusable for any reason whatsoever. The Customer hereby agrees to have the necessary Internet connection and other technology in order to access, view, use and participate fully in our services.

#### **§13. Legal Disclaimer – Not Professional Advice**

Appway provides the information contained in our services to the Customer for informational and educational purposes only. The information contained in our services, including any interactions in

any social media groups or chats, shall not be understood or construed as professional advice. The Customer shall be required to use their own judgment in applying the information provided in our services to their own personal circumstances and may wish to get additional professional advice where appropriate.

#### **§14. Limitation of liability**

In no event shall Appway and its partners, employees, consultants, agents or licensors be liable for damages of any kind including, without limitation, any direct, special, indirect, punitive, incidental or consequential damages including, without limitation, any loss or damages in the nature of or relating to lost business, lost savings, lost data or lost profits arising from your use of, reliance upon our services or digital content, regardless of the cause and whether arising in contract (including fundamental breach), tort (skadestånd) (including negligence), or otherwise. The foregoing limitation shall apply even if Appway knew of or ought to have known of the possibility of such damages.

#### **§15. Disclaimer of warranties**

Our services and digital content are provided “as is” and “as available”, without warranty, promises, guarantees or condition of any kind, either express or implied. Appway expressly disclaims all warranties and conditions, including any statutory or implied warranties or conditions in respect to our services and digital content. While Appway endeavors to provide content that is correct, accurate and timely, no representations or warranties are made regarding our services and digital content including, without limitation, we provide no representation or warranty that (i) our services and digital content will be accurate, reliable, complete, current, timely or suitable for any particular purpose, (ii) the operation of the hosting platform will be uninterrupted or error-free, (iii) defects or errors in our services and digital content will be corrected, (iv) the hosting platform will be free from viruses, malware, worms or other harmful components, and (v) communications to or from the hosting platform will be secure and/or not intercepted. You acknowledge and agree that you are using our services and digital content at your own risk and liability. The maximum liability of Appway arising from or relating to this agreement is limited to the amount paid by the Customer in the last six (6) months. This section applies to any and all claims by the Customer, including, but not limited to, lost profits or revenues, consequential or punitive damages, negligence, strict liability, fraud, or torts of any kind. Any claim shall be done within 30 days of the delivery.

#### **§16. Cancellation Policy**

The Customer is not entitled to cancel any purchase. For subscription-based services with recurring payments (prenumerationsbaserade tjänster med återkommande betalningar), the subscription will automatically be renewed unless the Customer explicit cancels the subscription. The Customer has the right to cancel (säga upp) a subscription-based services with recurring payments up to 60 days before the subscription period ends. The cancellation (uppsägningen) must be done in writing and sent to the email address [john.ramstedt@appwaymarketing.se](mailto:john.ramstedt@appwaymarketing.se) and the email subject shall have the following format “order number – cancel subscription”. Appway has the right to check and verify the correct origin and the authenticity of the email and the representative of Customer may be required to provide more information to prove their identity.

Appway have the right to cancel (säga upp) any subscription for any reason when we so wish, if the cancellation (uppsägningen) by Appway is done before the delivery begins, the Customer will get a refund of the paid amount.

Appway obtain a unilateral right of cancellation (hävningsrätt), which means that Appway has the right to cancel (häva) the agreement during the course of the agreement when we so wish (Appway erhåller ensidig hävningsrätt vilket innebär att Appway har rätt att upphäva avtalet under avtalets

gång när Appway så önskar), if Appway cancels (häver) the agreement during the time period the license is valid and the Customer has not breached the agreement, the customer has a right to refund of the paid amount minus a percent number of the paid amount corresponding to the following calculation, the number of days remaining of the license period divided by the total number days of the license period. Appway shall not be liable for any losses or damages of any kind related to a cancellation.

#### **§17. Refund Policy**

The Customer is not entitled to any refunds.

#### **§18. Entire agreement**

This agreement constitutes the entire understanding between Appway and the Customer with respect to any of our services. This agreement suspends and replaces all prior agreements and understandings, written or oral.

#### **§19. Language and communication**

All communication between the Customer and Appway shall be in Swedish or in English. Any communication from the Customer to Appway shall be sent to [john.ramstedt@appwaymarketing.se](mailto:john.ramstedt@appwaymarketing.se) and the email subject shall have the following format: "order number – question".

#### **§20. No waiver**

In the event we fail to enforce any provision of this agreement, this shall not constitute a waiver of any future enforcement of that provision or any other provision. Waiver of any part or sub-part of this agreement will not constitute a waiver of any part or sub-part.

#### **§21. Severability**

If any part or sub-part of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of the agreement shall continue in full force.

#### **§22. Force majeure**

Appway is free from liability when loss, damage or delay is caused by law, act of war, pandemic, storm, technical disturbances, strike (both contractual and non-contractual), lockout, blockade or other circumstance which Appway could not reasonably have been expected to have anticipated and the consequences of which could not reasonably have been could have avoided or overcome.

#### **§23. Dispute**

Disputes concerning the interpretation and/or application of this agreement shall be settled according to Swedish law (Köplagen) by a general court (Allmän domstol) with Eskilstuna district court (Eskilstuna tingsrätt) as the first instance.