

GENERAL TERMS AND CONDITIONS

1 GENERAL

1.1 These terms and conditions (the "Agreement") apply when purchasing or placing an order regarding Rallarsving Kommunikation AB's ("the Company's") service. The agreement refers to the mobile application Clipsk ("Service") which is provided and ordered through the Company's website ("Website"). An order of the Service will require creation of a personal login ("Account"). The action in which you ("the Customer / User") register an order will lead to the binding and entering of this Agreement with the Company. These terms and conditions create a contract between the Customer / User and the Company. Please read the Agreement carefully. An order placement means that you, the Customer / User, understands and accepts the Agreement.

1.2 By accepting this Agreement, the Customer / User confirms that their end-user of the Company's service acts in accordance with the Agreement.

1.3 The Customer / User confirms to have read and understood the Agreement, accepts the Agreement and agrees to be bound by it.

1.4 The Company and the Customer / User are also jointly referred to in the Agreement as the "Parties" or for themselves "Party".

2 CONTACT DETAILS

2.1 If the Customer / User or third party would have any questions regarding the Service, the Agreement or the following terms, use the following contact information to contact the Company:

info@clipsk.app

Kaggeledsgatan 9

41674 Göteborg

Sweden

helena@rallarsving.com

mats@rallarsving.com

+46-704 88 86 44 (Helena)

+46-704 94 47 22 (Mats)

3 BACKGROUND

3.1 The Service is a graphic mobile application. The Customer / User can choose between five different appearances in which the Service can be bought. These different General terms 2019-01-21

appearances are designed to create a variety to the Customer/User so that the Service better answers to the Customer's / User's size and needs. The Service is provided as an annual licens. The Service is primarily intended to produce graphic elements directly in the mobile. In addition / connection to approval of this Agreement the Company will request the Customer's / User's graphic profile.

3.2 The Service charge depends on which Service appearance the Customer / User chooses. The Company charges the Customer/User in accordance with the regulations in Clause 14.

3.3 The usage of the Service requires that the Customer / User holds and IOS update compatible for the Service.

3.4 The Service also includes updates and additions to the original version provided by the Company.

4 PERSONAL DATA MANAGEMENT

4.1 See Appendix 1 to these General Terms and Conditions (link to the Personal Data Policy)

5 DATA SECURITY

5.1 The Company uses standard certificates compatible to the industry in which they operate in order to deliver a secure connection when using the Service. The Company reserves the right to change existing certificates when the Company finds it appropriate.

5.2 The Company shall ensure that the processing of personal data takes place over an encrypted http connection and that the information is backed up safely.

6 COOKIES

6.1 The Company uses cookies. According to the Act (2003:389) on Electronic Communication, anyone who visits a website with cookies should be informed that the website contains cookies and what the purpose of it is. The Customer / User must also be given the opportunity to agree on whether cookies should be stored on the computer.

7 THE COMPANY'S COMMITMENTS

7.1 The Company undertakes to provide the Service in the appearance requested by the Customer / User.

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7.2 The Company undertakes to make one adjustment of the Customer's / User's graphic profil before the end of the current contract period (see Clause 13) when requested by the Customer / User. In the event of an agreement renewal for another contract period, an additional adjustment regarding the graphic profil will be included. Adjustments of the graphic profile beyond the one that is included for one contract period will be charged a fee of SEK 800 per hour.

7.3 The Company shall strive to keep the Service available at all times. Any errors or problems in the Service are rectified on an ongoing basis by the Company to ensure the Customer's / User's experience and use.

7.4 The Company undertakes to carry out regular maintenance and support of the Service.

7.5 The Company undertakes to provide the Customer / User with support through chat or mail.

8 THE COMPANY'S AUTHORITY

8.1 The Company reserves the right to review the Customer's / User's way of handling and using the Service and to gather statistics on the usage of the Service. The statistics provided by the Service belong to and are owned by the Company.

8.2 The Company reserves the right to change or cancel the Service with or without notice.

8.3 The Company has the right, but not the obligation, to remove the Customer's / User's Account and Content (the "Content") from the Service which the Company considers to be illegal, offensive, threatening, defamatory, derogatory, obscene or otherwise offensive, which violates any intellectual property rights of the Party, or which may damage the reputation, confidence and/or assurance of the Service. The Company is not responsible for such published material in accordance with Clause 9.7 in relation to third parties.

8.4 The Company reserves the right to terminate the Customer's / User's Account pursuant to Clause 13.2 in the event of non-acceptance of changed Agreement.

9 THE CUSTOMER'S / USER'S COMMITMENTS

9.1 By entering into this Agreement, the Customer / User assures its authorization to conclude the Agreement.

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9.2 The Customer / User may not use the Service in any manner that violates good practice or Swedish and international laws or regulations. The Customer / User is responsible for the content of the information stored on the Customer's / User's Account. The Customer / User is obligated to ensure the validity for the content of the information stored on the Customer's / User's Account and that the information is updated and correct.

9.3 The Customer / User may not use the Service for illegal activities. The Service may not be used to distribute malicious content such as viruses or computer worms.

9.4 The Customer / User may not use the Service to gain access to unauthorized information.

9.5 The Customer / User may not search for or try to detect weaknesses in the Service in order to, in this way, utilize these, come across information that is not published for public purpose, use, sell on or store this information regarding the Company's Services, Customers, Users and other non-public information of the Company.

9.6 The Company is not responsible for the graphic content that the Customer / User throughout the Service produces. The Customer / User owns the entire graphic content produced throughout the Service and the additional information that the Customer / User publishes. The Customer / User owns the entire graphic content that gets profiled with their own graphic profile (’’Branding’’) through a service page (’’Backend’’).

9.7 The material published by the Customer / User may not:

- Infringement, threat or harass other people or infringe on other people’s privacy.
- Encourage or constitute a criminal act.
- Constitute unlawful depiction of violence, pornography or incitement to ethnic groups.
- Spread computer viruses, malicious codes or so-called spam.
- Contain or distribute pirate copies, stolen goods, offers or gifts for sexual services, pyramid schemes or similar.
- Make unfair marketing or otherwise be contrary to the provisions of The Marketing Act.
- Go against professional secrecy.
- Go against copyright rules.

9.8 The Customer / User must have a valid email address.

9.9 The Customer / User undertakes to send their graphic profile in the correct format (JPG or PNG) to the Company in order to get their graphic profile Branded through Backend.

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10 THE CUSTOMER’S / USER’S AUTHORITY

10.1 See Appendix 1 to these General Terms and Conditions (link to the Personal Data Policy).

10.2 The Customer / User is entitled to the Company’s contact information and, if a third party has access to the information, also contact information to third parties. In the event of automated decision making, the Customer / User shall be notified.

11 INTELLECTUAL PROPERTY RIGHTS

11.1 The Company owns all intellectual property rights to the Service, including, but not limited to, design, artwork, functionality and documentation. The Customer / User may not copy, modify, or reconstruct any part of the Service.

11.2 The Customer / User agrees that the Company collects and uses statistics from, for example, third parties in order to improve the Service.

11.3 The Company and Customer / User undertake to respect third party intellectual property rights and property. If the Customer's / User's work has been copied or violated in a manner that infringes upon its intellectual property rights, the Customer / User shall inform the Company within a reasonable time. The Company may make a decision regarding a suspension of the Account that has been notified. The Company is not responsible for whether the Customer / User violates third party intellectual property rights and property.

12 SECRECY

12.1 The Parties undertake not to disclose, during the validity of the Agreement or thereafter, to third parties such information that the Parties have received from the other Party and which is of such nature that it is to be regarded as a Part's business secret. The Party shall also take the necessary measures to prevent such trade secrets being disclosed to third parties. By Part's business secret is meant such information that the Party itself has not made publicly known or has made publicly known by the other Party through violation of this agreement.

12.2 In cases the Company by law is required to provide information, the Customer / User is deemed to have consented to such information being provided. Such information may, but is not limited to, invoiced amounts to the Tax Authority.

13 AGREEMENTS AND TERMINATION OF THE AGREEMENT

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13.1 The Agreement is in force from the date that the Company registers the order and 12 months forward.

13.2 The Agreement expires;

- At the end of the contract, given that the Customer / User terminates the Agreement no later than 24 hours before the end of the contract period. The termination is made through email to the above-mentioned email address (see Clause 2). If no termination takes place no later than 24 hours before the end of the contract period, the Agreement is automatically renewed with twelve months at a time.
- When the Customer / User has not accepted changed terms for this Agreement and a deadline of thirty (30) days has expired after the changed terms have been sent out via e-mail, communicated via the Service or the Website or otherwise made available to the Customer / User.

13.3 When the Account ceases to exist, the Contents of the Personal Data in the account will also be deleted.

13.4 Changes and additions to the Agreement are accepted by the Customer / User in accordance with Clause 1.1 and supersedes the previous version of the Agreement.

14 PAYMENT

14.1 The charging takes place upon request of the Company at the end of the month which falls no earlier than six (6) months after the Company has registered the Customer's / User's order.

14.2 Payment is made against the invoice received. The invoice must be paid so that the sum is available on the Company's bank account no later than 30 days from the invoice date. The Customer / User must lodge a claim if inaccuracy in an invoice occurs no later than the payment date.

14.3 In case of late payment, the Company is entitled to charge interest on late payment according to the Interest Act (In Swedish "Räntelag (1975:635)") . If the delay exceeds 30 days, the Company is entitled to temporarily pause the Service.

15 BREACH OF CONTRACT AND DAMAGE

15.1 If any of the Parties violates the terms of this Agreement substantially, the other Party has the right to terminate the agreement effective immediately. The injured party shall by the other party to this Agreement receive reasonable damages for such direct damage that arises as a result of the breach of contract.

15.2 Breach of contract from the Customer's / User's side may result in the Customer's / User's Account being removed effective immediately.

15.3 If the Company chooses to close down its business, end up in default or go bankrupt, this Agreement shall expire effective immediately. Damages resulting from this must not be paid to the Customer / User.

16 FORCE MAJEURE

16.1 If the Party's performance of its obligations under the Agreement is substantially prevented or impeded by a circumstance that is beyond the control of Parts, such as, but not limited to, law bids, personnel retirement, work conflict, natural disaster, war or government regulations and whose consequences Party could not reasonably avoid or prevent, shall this constitute the grounds for exemption for liability for delay, damages and/ or other sanctions.

17 LIMITATIONS OF LIABILITY

17.1 This Agreement only regulates the relationship between the Company and its Customer / User.

17.2 The Company is not accountable for any damages or losses resulting from the Service transmitting information over non-encrypted networks such as e-mail.

17.3 The Company is not accountable for any damages or losses resulting from unauthorized access to the Account as a result of the Customer's / User's actions.

17.4 The access to the Service may temporarily be restricted due to technical improvement or maintenance work. The company will work to ensure that these interruptions are as brief as possible.

17.5 Under no circumstances shall the Company be held accountable for the Customer's / User's non-profit, revenue, savings, goodwill or other loss due to operational interruption, loss of data, the Customer's / User's possible liability to third parties or indirect damage or consequential damage.

17.6 In no case shall the Company's total liability exceed a price base amount.

17.7 The Company does not issue any warranties for the Service beyond what is stated in these General Terms and Conditions.

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18 TRANSFER TO THIRD PARTY

18.1 The Customer's / User's rights and obligations under this Agreement are personal and may not be transferred to third parties. The Company has the right to transfer all or part of its rights and obligations under this Agreement to third parties. The Company also has the right to hire subcontractors, advisors and other experts to fulfill its obligations under this Agreement and to otherwise provide the Service. According to Clause 10 of the Agreement, the Customer / User is granted the same rights to third parties regarding the processing of personal data.

18.2 The Company reserves the right to disclose the Customer's / User's graphic profile to third parties in order to fulfill the Service.

19 TERMS AND CONDITIONS VOID

19.1 Should any term in this Agreement or part thereof be found invalid, will the legal consequence not be that the Agreement as a whole is invalid. The parties undertake to seek, as far as possible, the adjustment of the terms of invalidity. If the party in question is concerned and the adjustment of conditions cannot be reached, applies what is stated in Clause 20.

20 DISPUTE AND INTERPRETATION

20.1 This Agreement and any special conditions relating to the Service shall be interpreted and regulated in accordance with Swedish law.

20.2 Disputes arising out of this Agreement or any special conditions relating to the Service shall be settled by arbitration in accordance with the Arbitration Rules for the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of the arbitration proceedings shall be Gothenburg. The language to be used is Swedish.

20.3 The arbitration and any information that emerges or exchanged during the

proceedings, as well as any decision or award made during the proceedings, shall be treated confidentially and shall not be disclosed to third parties without the express consent of the other party. However, a Party shall not be prevented from disclosing such information in order to exercise its right in relation to the other Party or an insurer or if the Party is obliged to disclose the information according to mandatory law, regulation or stock exchange rules.

21 COMPLETE REGULATION

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21.1 The General Terms and Conditions of this Agreement constitute the entire Agreement between the Customer / User and the Company and supersede any previous agreements, written or oral, between the Customer / User and the Company relating to the Service.