

TERMS OF USE

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IBIZZ

1. WELCOME TO IBIZZ

These are the terms of use for our iBizz platform. When you use iBizz you agree to comply with all these terms, so please read them carefully. Some of the obligations need to be expressed in legal language but we've done our best effort to offer you clear and simple explanations of what everything means, which is reason for the brief summaries under each heading. The summaries, however, are not part of the legal terms.

- 1.1. You agree that by clicking "Join Now", "Join iBizz", "Sign Up" or similar, registering, accessing, or using our services (described below), you are agreeing to enter into a legally binding contract with [iBizz] (also referred to as "we" or "us"), even if you are using our Services on behalf of a company.
- 1.2. The contract you enter with us contains the terms and conditions in this document ("Terms of Use") as well as our Privacy Policy (jointly the "Terms" or "Agreement").
- 1.3. This Agreement applies to iBizz.com, iBizz branded apps, and other iBizz-related sites, apps, communications, and other services that state that they are offered under this Agreement ("Services").
- 1.4. We may change the Terms from time to time. However, if we do, we'll let you know about any substantial changes by notifying you through our Service, or by other means, to provide you the opportunity to review the changes before they become effective. We agree that changes cannot be retroactive. If you object to any changes, you may close your account. Your continued use of our Services after we publish or send a notice about our changes to these new terms means that you are consenting to the updated terms as of their effective date.
- 1.5. Any information uploaded in our Service, such as images, texts, logos, and other content is referred to as "User Content".

2. CREATING AN ACCOUNT

This is a description of how to create an account on and what you promise us when you do so.

- 2.1. To register for an account for the Service you need to be a legal entity or a physical person of at least 18 years old, or old enough to form a binding contract where you live. Registration is done by providing the information required in the registration form for the Service.

- 2.2. By registering for our Service, you guarantee that the information you provide is accurate and complete. You are responsible for all activity on your account, and for keeping your password confidential.
- 2.3. You are responsible for anything that happens through your account unless you close it or report misuse.
- 2.4. If the Services were purchased by another party for you to use (e.g., your employer), the party paying for such Service has the right to control access to and get reports on your use of the Service and they may have the right to access your personal account.

3. PRIVACY POLICY

We care a lot about your privacy, and we will collect or store as little information about you as possible. However, we do need to collect some information about you and your usage of the Service in order to make our Service

- 3.1. We may collect, store and use any information about the Service such as technical information, information about your use of the Service, or any information provided by you ("Information"). We may use Information to, for example, administer the Service, keep the Service secure, prevent fraud and verify compliance with these Terms.
- 3.2. All data collected from you which is considered personal data in accordance with GDPR means the European Union's General Data Protection Regulation 2016/679 is controlled by the entity who has given you access to the Service (e.g., your employer). Such entity is considered a "controller" as defined in GDPR.
- 3.3. We are considered a "processor" of your personal data since we only process such data on behalf of the entity who has given you access to the Service (e.g., your employer).
- 3.4. Detailed information on how we use data that we collect from you is set out in our Privacy Policy.
- 3.5. If you wish to inquire about the personal data that may have been collected about you through the use of the Service, we recommend that you contact the entity who has given you access to the Service (e.g., your employer).

4. INTELLECTUAL PROPERTY RIGHTS

We own the Service, and anything related to it, and you cannot use the Service or parts of it for other purposes than the ones that we allow you to use it for.

- 4.1. Your right to use the Service is a non-exclusive, non-perpetual, non-transferable, non-sublicensable, limited user right. You may not decompile, reverse engineer, disassemble, or attempt to derive the source code of, modify, or create derivative works of the Service or any part thereof and you may not sell, distribute, or sublicense the Service to anyone.
- 4.2. We hold all the rights, including intellectual property rights to the Service, including, but not limited to, patents, copyrights, designs, trademarks, and trade secrets. Nothing in these Terms shall be interpreted to mean that the aforementioned rights, or part thereof, are transferred to you.

5. USER CONTENT

You may upload any content to the Service as long as you have the right to do so. We will never claim any ownership to your content. But we take others rights seriously and expect you to do so as well.

- 5.1. As a user of the Service, you may upload User Content.
- 5.2. We do not retain any ownership rights to the User Content.
- 5.3. You guarantee that, with respect to the User Content you upload to the Service, (1) you have the right to upload such User Content, and (2) such User Content does not violate applicable law, or the intellectual property rights (such as, but not limited to, copyrights, trademarks etc.) held by any third party.
- 5.4. You are solely responsible for all User Content that you upload. We are not responsible for any User Content, nor do we endorse any opinion contained in any User Content.
- 5.5. YOU AGREE THAT IF ANYONE BRINGS A CLAIM AGAINST US RELATED TO USER CONTENT, THEN, TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, YOU WILL INDEMNIFY AND HOLD US HARMLESS FROM AND AGAINST ALL DAMAGES, LOSSES, AND EXPENSES OF ANY KIND (INCLUDING REASONABLE ATTORNEY FEES AND COSTS) ARISING OUT OF SUCH CLAIM.

6. OTHER CONTENT ETC

Your use of others' content and information posted on our Services, is at your own risk. Others may offer their own products and services through our Services, and we aren't responsible for those third-party activities.

- 6.1. By using the Services, you may encounter content or information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful. We do not generally review content provided by our users.
- 6.2. You agree that we are not responsible for others' (including other users') content or information. We cannot always prevent this misuse of our Services, and you agree that we are not responsible for any such misuse.

7. OUR RIGHTS

We need to be able to maintain control over what happens to and in our Service, thus in this section, we reserve the right to make changes to the Platform and control all usage of it.

- 7.1. We reserve the right to limit your use of the Services.
- 7.2.
- 7.3. We reserve the right to restrict, suspend, or terminate your account if you breach the Terms or the law or are misusing the Services.
- 7.4. We do not guarantee to store or keep showing any User Content since we are not a storage service. You agree that we have no obligation to store, maintain or provide you a copy of any content or information that you or others provide, except to the extent required by applicable law and as noted in our Privacy Policy.

8. MAINTENANCE AND SUPPORT

If you are having trouble with any functionality of the Platform, we will try to help you as much as we can. In this section, we describe how you can get help from us if you find yourself in trouble.

- 8.1. We will make all reasonable efforts to keep the Service operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. We have no obligation to maintain, support, upgrade, or update the Service or to provide any specific content through the Service.
- 8.2. In the event that you experience technical problems with the Platform, we want you to notify us through this email address help@ibizz.com for support.

9. SERVICE WARRANTY AND DISCLAIMER

We work hard to keep our Service as useful and functional as it can possibly be, but we can't guarantee that it will always work perfectly. The Service is provided "AS IS" without any particular warranty or guaranty.

- 9.1. We warrant that the Service does not, to our knowledge, infringe upon the rights of any other person or entity.
- 9.2. WITH THE EXCEPTION OF SECTION 9.1 YOU UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, WE AND OUR AFFILIATES DISCLAIM ANY IMPLIED OR STATUTORY WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF TITLE, ACCURACY OF DATA, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 9.3. Your sole and exclusive remedy for any problems or dissatisfaction with the Service is to unregister from the Service and to stop using the Service.

10. LIMITATION OF LIABILITY

- 10.1. To the fullest extent permitted by law, we, including our affiliates, will not be liable in connection with this Agreement for lost profits or lost business opportunities, reputation (e.g., offensive or defamatory statements), loss of data (e.g., down time or loss, use of, or changes to, your information or content) or any indirect, incidental, consequential, special or punitive damages.
- 10.2. We and our affiliates will not be liable to you in connection with this Agreement for any amount that exceeds (a) the total fees paid or payable by you to us for the Services during the term of this Agreement, if any, or (b) EURO 1,000.

11. INDEMNIFICATION

If you do something that damages us or winds up getting us sued, you have to compensate us and/or help defend us.

- 11.1. If you do something that damages us, gets us sued, or breach an obligation under these Terms you agree to defend, indemnify, and hold us harmless from all liabilities, claims, and expenses (including reasonable attorneys' fees and other legal costs) arising out of or

relate to your use or abuse of the Service. We reserve the right to assume the exclusive defence and control of any matter otherwise subject to this indemnification clause, in which case you agree that you will collaborate and help us in asserting any defences.

12. GENERAL

- 12.1. If we do not act to enforce a breach of this Contract, that does not mean that we have waived our right to enforce this Agreement.
- 12.2. You may not assign or transfer this Agreement (or your membership or use of Services) to anyone without our consent. However, you agree that we may assign this Agreement to our affiliates or a party that buys us/our business without your consent.

13. GOVERNING LAW

We are located in Sweden, and any disputes with us have to be handled in Sweden under Swedish law.

- 13.1. These Terms are subject to the laws of Sweden and any disputes regarding these Terms shall be solved in Gothenburg, Sweden, with Gothenburg District Court as the first court of instance.