

Terms of use

Last updated: October 1st, 2020

Please read these terms and conditions carefully as they contain important information about your legal rights, remedies and obligations.

By accessing or using the Pause App, you agree to comply with and be bound by these terms.

1. General

1.1. These terms of use (the "Terms") constitute a legally binding agreement between PauseAble ApS ("PauseAble", "we", "us" or "our") governing your access to use the services on the PauseAble smart device application "Pause" (the "App"). PauseAble supplies services to you based on these Terms. Our other policies, including our Privacy Policy, are also applicable to your use of the App.

1.2. Please read these Terms carefully before you start using the App. These Terms tell you who we are, how we will provide services to you, how you and we may change or end ('end' meaning cancel or terminate) the contract, what to do if there is a problem and other important information. If you refuse to accept these Terms, you will not be able to use the App.

2. About The App and PauseAble

2.1. The App is provided by PauseAble ApS which is a limited liability company incorporated under the laws of Denmark with reg. no. 36 95 15 32 and registered address on Udsigten, 27 3500 Værløse. We can be contacted on e-mail info@pauseable.com. If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you have provided to us.

2.2. We have developed digital training programs that improves the user's mindfulness meditation skills. "Pause" is the name of our App developed and provided by us. By downloading the App, you get access to the above-mentioned training programs.

3. Using the App

3.1. You must be at least 18 years old and able to enter into legally binding contracts to access and use the App or register an account (an "Account") as a user/member of the App (a "Member"). By accessing or using the App you represent and warrant that you are 18 or older and have the legal capacity and authority to enter into a contract.

3.2. Pause may make the access to and use of the App, or certain areas or features of the App, subject to certain conditions or requirements, such as completing a verification process, meeting specific quality or eligibility criteria.

3.3. We do not assume any responsibility for the confirmation of any Member's identity. Notwithstanding the above, for transparency and fraud prevention purposes, and as permitted by applicable laws, we may, but have no obligation to ask Members to provide a form of government identification or other information or undertake additional checks designed to help verify the identities or backgrounds of Members. Further, we may screen Members against third party databases or other sources and request reports from service providers.

3.4. If you download and use the App by way of any application to an iPhone or other smart phone or device, your use will further be subject to the applicable terms for the relevant provider, such as the Apple App Store.

3.5. In general, you will make sure that you in your use of the App act responsible and within the purpose of the App. PauseAble reserves the rights to in its sole discretion remove and/or delete from the App any Member or Account, which does not comply with these Terms or the Privacy Policy.

3.6. If you believe that any content on the App infringes any rights of yourself or a third-party or in any other way is in conflict with these Terms, please notify us.

4. Orders and fees

4.1. No fee is applicable for creating and registration of an Account or using the App.

4.2. Some of the products ("Payment Products") on the App requires a payment before the Member will have access and be able to use the product/training program.

4.3. Any applicable fees will be displayed to a Member prior to making an order. PauseAble reserves the right to change the fees at any time, and we will provide Members adequate notice of any fee changes before they become effective.

4.4. You may order the Payment Products and services from time to time made available at the App. The prices for such products and services are given in your relevant currency through a third party payment provider and including VAT.

4.5. Payment can be made by using the payment options available at the App. Please note that the payment services are provided by third party payment providers and require your acceptance of the terms and conditions for the payment option chosen. Please read and verify that you accept the

applicable third party payment provider terms and conditions before you make any order.

4.6. At the time of each order, you must provide name, contact details, payment information and/or any other information specifically required at the App.

4.7. You are responsible for providing and maintaining complete, correct and updated information. You may not claim to be someone other than yourself. If you are using someone else's name or details, you must obtain such person's prior approval.

4.8. Upon making any order of the Payment Products, you will receive a confirmation to the email address given in conjunction with your order, or associated with your Account. Please review the confirmation in detail and notify us promptly of any errors or discrepancies. If you have not received a confirmation within two days, please notify us without delay.

5. Term and termination

5.1. These Terms shall be effective as agreement between you and PauseAble from the time of the creation and registration of your Account. You may terminate this agreement by closing your Account.

5.2. PauseAble may without notice terminate this agreement and close your Account if (i) you have materially breached your obligations under these Terms (ii) you have violated applicable laws, regulations or third party rights, or (iii) PauseAble believes in good faith that such action is reasonably necessary to protect the personal safety or property of PauseAble, any Members, or third parties (for example in the case of fraudulent behavior of a Member). In case of non-material breaches and where appropriate, you will be given notice of any intended measure by PauseAble and an opportunity to resolve the issue to PauseAble's reasonable satisfaction.

5.3. Without limiting our rights specified above, PauseAble may terminate this agreement for convenience at any time, for example in relation to shutdown of the App, by giving you thirty (30) days' notice via email to your registered email address.

5.4. When this agreement has been terminated, you are not entitled to a restoration of your Account. If your access to or use of the App has been limited or your Account has been suspended or this agreement has been terminated by us, you may not register a new Account or access and use the App through an Account of another Member.

6. Changes to the Terms

6.1. PauseAble may in its sole discretion make changes to these Terms. You will be notified of any changes no later than one (1) month prior to the changes coming into force. Should you decide not to accept the changes to the Terms, you must terminate your agreement with us by closing your Account prior to the changes coming into force.

7. Liability and indemnification

7.1. If you choose to use the App, you do so voluntarily and at your sole risk. The App is provided "as is", without warranty of any kind, either express or implied.

7.2. PauseAble does not in any way guarantee the accessibility of the App at all times, as the App may be closed due to planned maintenance or technical issues. PauseAble will not be liable towards any Member or third party for any loss or damages, whether compensatory, direct, incidental, consequential, loss of profit, loss of data, personal or bodily injury arising out of or in connection with these Terms and/or from the use of or inability to use the App, unless directly caused by the wilful misconduct or fraudulent behavior of PauseAble. Further, PauseAble will not be liable for any loss, obligations or responsibility in case of or caused by force major (meaning an extraordinary event or circumstance beyond the control of the parties, such as a war, strike, riot, or crime).

7.3. You agree to release, defend, indemnify, and hold PauseAble and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your breach of these Terms or our Privacy Policy, (ii) your improper use of the App, (iii) your interaction with any Member, including without limitation any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of such interaction or use, or (iv) your breach of any laws, regulations or third party rights.

8. Intellectual property rights

8.1. The "PauseAble" trademark as well as all the figurative and non-figurative marks and, more generally, all the other trademarks, illustrations, images and logos found on the App, whether registered or not, are and shall remain exclusive property of PauseAble. The reproduction, in whole or in part, modification, tampering or use of such trademarks, illustrations, images and logos, for whatever reason and on any support, are strictly forbidden.

8.2. The products on the App may be subject to the intellectual and industrial property rights including patents, knowhow, trademarks, copyright, design

rights utility rights, database rights and or other rights of third parties. No right or license is granted to you, except the right to use the products (subject to the Member at all times complying with the terms and conditions of any applicable EULA in respect of any software supplied by PauseAble to you).

8.3. PauseAble shall have no liability whatsoever in the event of any claim of infringement of any such rights howsoever arising. You are responsible for informing yourself of the terms of its license or use and paying any royalty payable.

9. Governing law and disputes

9.1. These Terms are subject to the laws of Denmark. Any disputes between PauseAble and Members shall be settled by the Danish court with the Court in Aarhus as court of first instance.

10. Complaints

10.1. For any complaint, additional information or assistance relating to the App or the purchasing process and, in any event, for any request for information and/or clarifications in respect of the Terms, you may send an email to the following address: info@pauseable.com.

10.2. If you have a complaint over or a dispute with us, you can complaint to “Center for klageløsning” <https://minsag.forbrug.dk/FKVWeb/CheckComplaintStart.aspx> or via regular post or e-mail to the following address Nævnenes Hus, Center for Klageløsning, Toldboden 2, 8800 Viborg, Denmark, or e-mail: nh@naevneneshus.dk.

10.3. You can also use the EU Commission's online complaint portal. You can find the complaint portal here: <http://ec.europa.eu/consumers/odr/>.