

Appspotr 3 – Terms & Conditions

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1. General

- 1.1. For the purpose of these General Terms (the “**Terms**”), “Appspotr” shall mean Appspotr AB (reg.no 556717-2365) and “**Client**” shall mean an entity or person accepting these Terms either through the Service (as further described below) or by a signed order confirmation (“**Order Confirmation**”) provided by Appspotr. Appspotr and the Client are hereinafter jointly referred to as the “**Parties**” and individually as a “**Party**”.
- 1.2. Appspotr believes that creating and managing mobile and web applications should be easy, fun and possible for everyone, why Appspotr created the service (the “**Service**”), which enables Clients to create and manage various mobile and/or web applications (“**App**”) as well as related support and hosting services.
- 1.3. These Terms form, together with (if any) Order Confirmation and any other schedules thereto, an integral agreement (“**Agreement**”) between the Client and Appspotr. In case of contradictions between the documents, the Order Confirmation shall take precedence over any appendices thereto and the appendices shall precedence in the numerical order as stated in the Order Confirmation, unless otherwise stated or follows from the circumstances. By entering into the Agreement, the Client agree to comply with these Terms and if a person entering into the Agreement or accessing or using the Service in connection with its employment, such person hereby represents to Appspotr that the person is authorized to and hereby do bind its company/employer to the Agreement and any references herein to the Client will refer to both the person and its company/employer, as applicable.
- 1.4. In the Service, third party applications and services may be available. Additional terms may apply for the use of any such third-party applications and services. Appspotr is not responsible or liable for the behavior, features or content of any such third-party applications services unless and to the extent expressly set forth in the Agreement.
- 1.5. In order to use the Service, the Client needs to register a user account (“**Account**”) either through the sign-up process at the Site or through a third-party login. Upon registration, the Client also need to actively accept Appspotr’s Privacy Policy and Cookie Policy and acknowledge that the Client have taken part in the provision of these. In case the Client do not accept the Agreement, Appspotr’s Privacy Policy or Cookie Policy, Appspotr cannot grant access to the Service. Notwithstanding the foregoing, another set-up in relation to the sign-up process may be separately agreed between Appspotr and the Client in writing.
- 1.6. In order to use the Service, the Client needs to register one or more user account(s) (“**Account**”) either through the sign-up process at the Site or through a third-party login. Upon registration, the Client also need to actively accept Appspotr’s Privacy Policy and Cookie Policy and acknowledge that the Client have taken part in the provision of these. In case the Client do not accept the Agreement, Appspotr’s Privacy Policy or Cookie Policy, Appspotr cannot grant access to the Service. Notwithstanding the foregoing, another set-up in relation to the sign-up process may be separately agreed between Appspotr and the Client in writing.
- 1.7. In connection with the use of the Service, the Client agrees to and represents as follows:

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- (i) The Client will not use the Service in a manner that is inconsistent with the rights and restrictions as set forth in the Agreement.
- (ii) The Client is responsible for maintaining the security of its Account and password. Appspotr cannot and will not be liable for any loss or damage from the Client's failure to comply with this security obligation.
- (iii) If not agreed otherwise, Appspotr will use the Client's registered account with each Provider (as defined below) to publish the Apps, and the Client will be solely responsible for the App towards such Provider including, but not limited to, third-party app stores from Apple and Google. Mobile platform providers are referred to in these Terms as "**Providers**". However, Appspotr reserve the right to publish the App under Appspotr's accounts with the different Providers.
- (iv) The Client may, from time to time, through its Account be able to self-publish Apps at the Client's own account/accounts with Providers. The Client will thereby be the sole publisher of the App, in which case additional fees, as well as separate terms and conditions between the Client and the Provider, may apply. The Client agree to act in full conformity with the terms and conditions between the Client and the Provider in relation to the Client's publication of Apps. In order to self-publish Apps at the Client's account with the relevant Provider, using the Service, the Client will have to provide Appspotr with full access to the Client's Provider account by providing Appspotr with the Client's account login details (for example email address and password). Appspotr will not use any login details for any other purpose than providing the Client with the possibility to self-publish Apps with the Provider directly through the Service.
- (v) The Client is solely responsible for all text, data, graphics, images, photos and video files posted on the Site or via the Service (including, but not limited to, through the use of an App provided to end user through the Client's Account) and any activity that occurs under the Client's Account ("**User Content**").
- (vi) The Client is responsible to procure that the Client does not use the Service in a manner that (a) cause Appspotr any damage or other inconvenience, (b) cause interruptions in the Service (including, but not limited to, interruptions caused by spam emailing, unnormal data usage or the spread of computer viruses), (c) infringes the copyright or other intellectual property rights of Appspotr or a third party, (d) violates ant laws or authorities' regulations or decisions, or (e) contravene good practices or the respective Provider's general terms and/or conditions regarding publishing and which are made available by the respective Provider.
- (vii) The Client undertakes to, during the entire term of the Agreement and for a period of two years after termination of the Agreement, refrain from engaging in any competitive business with Appspotr or from providing services or products equivalent to the Service.
- (viii) Appspotr may during the term of the Agreement, use Client's company name and/or logo in marketing, sales, and public relations materials and other communications to identify the Client as a user of the Service and customer of Appspotr.

2. The Service

- 2.1. Through the Service, the Client will be able to create Apps and access the data from the Service via a mobile device. A mobile device is required to use the Apps and the mobile device must be compatible with the Service (meaning, inter alia, that the mobile device must have certain

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operational systems installed and functioning. The technical requirements for using the Apps, as from time to time, are published at the Site and/or in the Service).

- 2.2. The Client acknowledge that Appspotr may, from time to time, issue updated versions of the Service and Apps created in the Service, and may automatically electronically update a version of the App. The Client hereby consents to such automatic updates and agree that these Terms will apply to all such updates. Appspotr's updates of the Service and App may require the Client to make additional updates or changes of the App in order for the App to function as before Appspotr's updates. In case the Client do not update the App after such updates are released, the App may not function as intended or even not at all, and Appspotr cannot be held liable or responsible in any way as a result of the Client not updating the App or not updating in accordance with Appspotr's instructions.
- 2.3. The Client also acknowledge that Appspotr may, from time to time, need to update the Service and/or host the Service from another platform and that the Client is solely responsible for making sure that the Apps created by the Client meets the requirements that is a result of such updates and that such Apps are transferred to the new platform. This also includes app-projects (non-published apps). Appspotr might support this transfer of existing apps to a fixed price depending on the complexity of the App (or app-project). If the App (or app-project) is not transferred to the new platform they might be deleted at the, by Appspotr, communicated final transfer date. Appspotr cannot be held liable for any loss or damage caused by such deletion.
- 2.1. Appspotr reserves the right to, with or without notice to the Client, at any time to change, modify or discontinue any Service or a portion or attribute thereof, or the offering of any information, goods, content, product, service or feature. Appspotr shall have no liability to the Client, any other user or any third party should Appspotr modify or discontinue any Service or any aspect thereof.

3. Applicable fees and payment terms

- 3.1. To register an Account is free of charge. However, in order to publish Apps through the Providers, the Client must subscribe to a payment plan, either through the Service or as set forth in an Order Confirmation.
- 3.2. Appspotr offer different payment plans for the Service and the applicable fee for each Client is either chosen by the Client by selection in the Service or agreed by the Client by acceptance of the Order Confirmation. For the avoidance of doubt, unless otherwise expressly set forth in the Service or the Order Confirmation, the payment plan of a Client does not include costs for third party applications or services, including any fees chargeable by Providers. In addition to the Client's payment plan, Appspotr may offer additional services (such as additional features and consultancy services) for which the fee agreed between Appspotr and the Client shall apply.
- 3.3. Payment and other terms (including, but not limited to, cancellation terms) of each respective payment plan may vary and will be stated in the Service or the Order Confirmation. In the event payment will be made on a recurring basis by debit or credit card or other payment method will be made, the Client agrees to keep the payment details updated and that Appspotr is entitled to deduct the applicable fee automatically from the Client's credit card or other payment method at each occasion such fee is due. A Client's payment (whether in advance or not) is non-refundable and Appspotr will not repay any such amounts already paid (to the fullest extent permitted under

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applicable law). Interest for late payments will accrue according to the Swedish Interest Act (1975:635).

- 3.4. In the event of late payment, Appspotr may limit the Client's access to the features in accordance with the applicable payment plan during the period paid for in advance. Thereafter, the App will be put on hold and Appspotr may suspend the Client's access to the App and the Service until the due fee is paid. Appspotr may also terminate the Agreement.
- 3.5. All fees visible to the Client on Appspotr's website and in the Service are exclusive of taxes, levies, or duties imposed by taxing authorities, such as VAT. The Client is solely responsible to pay all such taxes, levies, or duties imposed by taxing authorities, such as VAT as applicable for the Client.
- 3.6. The fees of the Service are subject to change at any time. However, the fees for the payment plan already paid for by the Client are not subject to change during the relevant pre-paid subscription period. All fee changes will enter into effect thirty (30) days after such changes have been communicated either through the Service or by email to the Client's registered email address. If the Client have signed up for a payment plan that is subject to an increase of the fee, the Client is entitled to cancel its subscription by giving notice thereof at least ten (10) days prior such increase comes into effect. If Appspotr, within five days (5) after the receipt of such cancellation, inform the Client that there will be no such increase, the cancellation is void and the previous price shall apply. In the event the Client has not given notice about cancellation and continue to use the Service after the said 30-days period, the Client has accepted the new fees.

4. User Content and use of Apps

- 4.1. Appspotr is not able to, and do not, monitor the User Content. The Client therefore expressly agree that Appspotr:
 - (a) will not be liable for User Content transmitted by the Client or the end user using the Apps ("**End Users**") published via the Client's Account;
 - (b) will not be liable for the provision, maintenance or update of User Content; and
 - (c) reserve the right to review, reject, delete, remove, modify, or edit any User Material at any time for any reason, without liability and without prior notice to the Client or End Users (save for personal data, which is governed in accordance with clause 6 below). Appspotr reserves the right, but are not obligated, to remove User Content from the Service for any reason, including User Content that we believe violates these Terms (save for personal data, which is governed in accordance with clause 6 below).
- 4.2. Appspotr respects the right of others. If the Client or any End User suspect the right of others, or themselves, are infringed, contact Appspotr on info@appspotr.com. It is a policy of Appspotr to respond to all claims of intellectual property infringement. Appspotr will investigate notices of alleged infringement and will take appropriate actions required under applicable intellectual property laws.
- 4.3. Towards Appspotr, the Client is responsible for the End Users' use of the Apps and shall procure that the End Users does not;
 - (a) submit User Content to the App that are patently offensive to the online community, such as content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;

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- (b) submit User Content to the App that could be harmful to minors or that harasses or advocates harassment of another person;
- (c) use the App for the transmission of “junk mail” or unsolicited mass mailing or “spam” or harvesting or otherwise collecting personally identifiable information, including names, phone numbers, addresses, email addresses or other personal data without legal grounds;
- (d) submit User Content, or promoting information, that is false, misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- (e) submit User Content that contain viruses, Trojan horses, worms, or any other similar forms of malware;
- (f) use any robot, spider, other automatic device, or manual process to monitor, copy, or “scrape” web pages or the content contained in the Service or for any other unauthorized purpose without our prior written consent;
- (g) take any action that imposes an unreasonable or disproportionately large load on the Service or Appspotr’s hardware and software infrastructure or that of any of its licensors or suppliers.

5. Intellectual Property Rights

- 5.1. The Service and all of its features (i.e. including, without limitation, the Apps), functionality, and design elements are and will remain Appspotr’s exclusive property. The Parties retain all proprietary rights to their respective intellectual property such as source code, trademarks, trade names, service marks and other, registered and unregistered, intellectual property right related thereto. The Agreement shall not render any transfer whatsoever of any intellectual property rights to the other Party, unless expressly stipulated herein. The Client may not modify, reconstruct, decompile or develop the Site or the Service and the Client undertakes to refrain from circumventing any of the technical limitations of the Service. For the sake of clarity the right to use the Apps in accordance with the Agreement does not include the right to sell the Apps itself or any copy thereof and Appspotr and its third party licensors or suppliers retain all right, title and interest in and to the App (and any copy of the App).
- 5.2. The Agreement does not render any transfer of intellectual property rights related to modifications or special adjustments to the Service made by Appspotr to meet the Client’s individual requirements. Appspotr remains the sole owner of all intellectual property rights related to any such modifications or adjustment, including but not limited to, source code and copies thereof.

6. Personal Data

- 6.1. In the event the Client collects or in other ways process personal data of End Users or others through the use of an App, Appspotr is considered to be the Client’s data processor and Appspotr’s General Terms and Conditions for Data Processing (the “**DPA**”) shall apply and be an integral part of this Agreement. The DPA may be found here: <https://www.appspotr.com/legal>.
- 6.2. As Appspotr is the processor and the Client the controller of personal data of the End Users processed in the App, the Client is responsible to procure and ensure that such personal data is processed in accordance with applicable law.

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- 6.3. Appspotr highly respect the privacy and security of its Clients and the Client's contact persons. However, for Appspotr to be able to manage the Client's Accounts and agreement and thereby providing the Service, everyone who creates an Account acknowledges that by using the Services, such person also agree to Appspotr's Privacy Policy, which can be found here <https://www.appspotr.com/legal>.

7. Obligations and Liability

- 7.1. The Client agrees to indemnify Appspotr and to hold Appspotr, Appspotr's contractors, licensors and suppliers harmless from and against any and all claims, costs, demands, damages, liabilities or expenses, including, without limitation, reasonable attorneys' fees, arising from or related to, (a) the Client's User Content, (b) the Client's use of the Service (including the choice to publish and provide the Apps via a Provider) (c), any third party claim (including claims from End Users) that is made against Appspotr due to circumstances for which the Client is responsible or due to condition on the Client's side, or (d) the Client's breach against the Agreement.
- 7.2. Appspotr undertakes to provide the Service in a professional manner and in accordance with what can be expected by a reputable service provider. Appspotr may engage subcontractors to perform its obligations under the Agreement. Appspotr is liable for the subcontractors' work as if it were its own. In the event of an error in the Service, Appspotr shall rectify the error within reasonable time. An "error" shall be deemed to have occurred if the Client cannot use the Service according to this Agreement. For the avoidance of doubt, the refusal or unavailability for a Provider to publish an App (or remain an App published) does not constitute an error.

8. Limitation of Liability

- 8.1. Appspotr will do its best to provide a well-functioning Service. However, Appspotr cannot take responsibility if the Service does not live up to the Client's expectations. The Client use the Services at its own risk. Additionally, Appspotr do not support errors supplied in modules or services provided by third parties. The Service and the information, software, products and services associated with it are provided "as is". Appspotr and/or its suppliers, licensors, partners and affiliates disclaim any warranty of any kind, whether express or implied, as to any matter whatsoever relating to the Service and any information, software, products and services provided herein, including without limitation the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. Appspotr and its suppliers are not liable for any direct, indirect, punitive, incidental, special or consequential damages or other injury arising out of or in connection with the use of the Service, or with the delay or inability to use the Services. Appspotr and its suppliers are not liable for any information, software, products and services obtained through us, or otherwise arising out of the use of the Service, whether resulting, in whole or in part, from breach of contract, tortious behavior, negligence, strict liability or otherwise. Appspotr and its suppliers are not responsible if the publishing process take time or is delayed by any of the Providers. Also, if such a delay affects the Client's business, Appspotr and its suppliers are not to be held liable.
- 8.2. The Client publish its Apps as its own created Apps and Appspotr bare no responsibility for such publishing and merely act as a service provider towards the Client under the Agreement, whereas the Client is fully responsible towards the End User. The Client are solely responsible for ensuring that the Apps maintain a qualitative standard, are relevant and up to date and conform with all applicable laws. Also, the Client ensures that the content within the App as well as the use of third-

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party modules aligns with current data protection legislation. The Clients are also solely responsible for storing correct data of their End Users and that such usage aligns with current data protection legislation.

- 8.3. In no event shall Appspotr or its suppliers or licensors be liable for any indirect, incidental, special, or consequential damages or losses (including but not limited to loss of profits) (however arising, including negligence) arising out of or in connection with the Agreement or the Client's use of the Service. Appspotr's liability towards the Client or any third parties in any circumstance, shall not exceed a total sum of ten thousand (10 000) SEK.

9. Force Majeure

- 9.1. As unknown events may occur, Appspotr is relieved from liability to perform an obligation under the Agreement, if such failure is due to a non-temporary circumstance outside of its control, included but not limited to, acts of god, acts or omissions of authorities, conflicts of the labour market, flood, fire, destruction of property or data of minor significance, if the circumstance prevents or makes the performance of the obligation substantially more difficult. If such circumstance occurs and is expected to last for at least thirty (30) days, Appspotr may terminate the Service immediately.

10. Termination

- 10.1. The Client may terminate this Agreement by terminating (all of) its Account(s) at any time. The Account(s) may be terminated through the profile setting page or as otherwise agreed between the Parties in writing. Notice of termination may be sent by email to info@appspotr.com. Upon termination, all of the Client's and End Users' User Content will be removed from the Service as well as any Apps published through the Service. This information cannot be recovered once the Account(s) are terminated. No prepaid fees will be reimbursed in the event termination is made prior to the end of the prepaid period.
- 10.2. Appspotr reserves the right in its sole discretion, and without any prior notice, to terminate the Client's access to the Service for any reason, including the Client's breach of Agreement or a violation of the rights of any third party or the law. If Appspotr terminates the Client's access to or use of the Service, the Client agrees that Appspotr shall have no liability or responsibility to the Client.

11. Miscellaneous

- 11.1. The Agreement shall be construed and governed by and in accordance with the laws of Sweden. Any claim or dispute between you and us that arises in whole or in part from the Service or the Agreement shall be subject to good faith attempts to settlement and ultimately said claims or disputes are to be settled by the public courts of, Sweden. The district court of Gothenburg shall be the first instance.
- 11.2. The Agreement, or other terms separately agreed, shall constitute the entire agreement between Appspotr and the Client concerning this Service and supersedes any prior written or oral representations regarding the matter governed herein.
- 11.3. These rights and obligations of the Client as set forth in the Agreement may not be transferred or assigned by the Client to any other party without Appspotr's written consent. Appspotr may

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however, assign these its rights and obligations under the Agreement without prior approval or restrictions.