TERMS OF USE

These following terms ("**Terms of Use**") apply to customer's ("**Customer**", or "**you**") access to and use of all applications and/or websites as well as any other media form, media channel, mobile website, software, hardware, or mobile application related, linked, or otherwise connected thereto ("**Services**") provided by Digito Group AB, org. no. 559315-5285, ("**Digito**"). Digito and Customer are individually named "**party**" and collectively named "**parties**".

These Terms of Use shall act as a legally binding agreement between the parties, and by using the Services, you acknowledge that you have read and understood these Terms of Use and agree to be bound by the terms and conditions set out below.

1 ACCEPTANCE OF TERMS

1.1 By registering for and/or using the Services in any manner, including but not limited to visiting or browsing Digito's website, you agree to these Terms of Use (including, for clarity, the Privacy Policy) and all other policies and procedures that may be published from time to time on the Digito website, each of which is incorporated by reference and each of which may be updated from time to time without notice to you.

1.2 Certain of the Services may be subject to additional terms and conditions specified by Digito from time to time; your use of such Services is subject to those additional terms and conditions, which are incorporated into these Terms of Use by this reference.

1.3 These Terms of Use apply to all Customers of the Services, including, without limitation, users who are contributors of content, information, and other materials or services, registered or otherwise.

1.4 Your use of the Services is regulated by these Terms of Use, and you understand and agree that compliance with them is a prerequisite for your right to use the Services. You may only accept these Terms of Use if you have legal authority to do so. If you enter into these Terms of Use on behalf of a legal entity you must be authorized to enter into binding agreements on behalf of the legal entity concerned under applicable law.

2 PAYMENT

2.1 Digito offers Services where Customer is given the possibility to use the Services free of charge. The free of charge offer entitles you to use the Services provided that Digito is given an unrestricted right to advertise, independently or through a third-party provider, its own or third-parties' products and services, however always subject to applicable laws and regulations.

2.2 Some of the Services are only available if the Customer has paid for a subscription ("Paid Subscription"). The Paid Subscription options are available on Digito's website

and Digito explains which Paid Subscription options are available to the Customer when the Customer creates an account. With a Paid Subscription the Customer will have access to unlimited links, unlimited social media account links, a map and receive functions as in-depth analysis and customization of colour and design for the duration of the Customer's subscription.

2.3 If the Customer has signed up for a Paid Subscription, the Customer will be charged for the Services on a recurring basis until cancellation by the Customer (see paragraph 10).

2.4 By signing up to a Paid Subscription the Customer acknowledges that the Customer's subscription will result in a recurring payment by the Customer indefinitely until the Customer cancels the subscription. The Customer accepts all responsibility for the recurring charges before cancellation by the Customer.

2.5 The currencies available for the Services can be found here: https://stripe.com/docs/currencies?presentment-currency=SE. The current fee structure (which may be updated by Digito from time to time) is set forth on Digito's website: https://digito.se/. Digito retains the right to increase the prices for individual Customer and to make other general price adjustments or amend the payment methods referred to in these Terms of Use in its absolute discretion. Such changes shall be published on Digito's website in due time before they take effect.

2.6 Unless otherwise stipulated on Digito's website, Customer's payments to Digito for use of the Services shall be made by one of the payment methods set out here (which may be amended to time to time): Stripe ("Third-Party Financial Company". The terms and conditions of Digito's current Third-Party Financial Company (Stripe) can be accessed here: https://stripe.com/en-se/ssa. Digito shall not be responsible for error by the third-party processor. In the event Digito stipulates direct billing, instead of the use of Stripe, the Customer shall pay in accordance with instructions from Digito.

2.7 Customer agrees that if Digito, through the Third-Party Financial Company or otherwise, does not receive payment from Customer, Customer agrees to pay all amounts due upon demand. Any late payment shall accrue interest according to the Swedish Interest Act (1975:635). In the event of non-payment by Customer, Digito retains the right to inactivate Customer's account and stop providing the Services. Digito also reserves the right to refuse any order placed through its website and/or application.

2.8 Customer acknowledges and agrees that if the purchase is subject to recurring charges, then the charging of the payment method shall be done on a recurring basis without requiring Customer's prior approval for each recurring charge. Customer has the right to notify Digito of cancellation.

2.9 Digito reserves the right to correct any errors or mistakes in pricing, even for requested or received payment.

2.10 Customer agrees that any information regarding credit cards or other payment instruments may be shared by credit agencies, Third-Party Financial Companies and other companies involved in the payment process related to these Terms of Use and that Digito has the right to provide any information if Digito should be required by law to provide such information.

3 CONSUMER RIGHTS

3.1 In the event Customer is a consumer (hereinafter "**consumer**"), all mandatory applicable laws and regulations shall apply to the consumer. Any consumer in Sweden and a natural person who, in relation to activities covered by these Terms of Use, is acting for purposes other than trade, business, craft or profession shall have a period of fourteen (14) days, to withdraw from the Terms of Use without giving any reason ("**Withdrawal period**" or in Swedish; "ångerrättsperiod"). The Withdrawal period shall expire after fourteen (14) days from the day of the conclusion of these Terms of Use.

3.2 If the consumer has begun using the Services, the consumer thereby accepts that the right of withdrawal according to paragraph 3.1 is waived. Notwithstanding this, the consumer still has the opportunity to terminate the Services in accordance with paragraph 10 below. The right of withdrawal applies when the consumer and Digito are entering into these Terms of Use at a distance in accordance with The Distance and Off-Premises Contracts Act (2005:59) (in Swedish; "lagen om distansavtal utanför affärslokaler").

3.3 If the consumer withdraws from these Terms of Use in accordance with this paragraph 3, the consumer shall inform Digito of its decision to withdraw from the Terms of Use. In the event a consumer in Sweden wishes to use its withdrawal right in accordance with this paragraph 3, the consumer can complete the forms attached **here** (https://publikationer.konsumentverket.se/kontrakt-och-mallar/angerblankett) which originate from Konsumentverket (www.konsumentverket.se; in Swedish; "Ångerblankett").

3.4 If the consumer withdraws from these Terms of Use in accordance with this paragraph 3, Digito shall reimburse the consumer applicable payments received from the consumer. The consumer is not entitled to any reimbursement if the consumer has accessed the Services during the Withdrawal period.

4 DATA PROTECTION

4.1 Customer's personal data shall be treated in accordance with Digito's Privacy Policy, available at https://digito.se/personuppgiftspolicy and shall be subject to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, General Data Protection Regulation ("**GDPR**"). For the avoidance of doubt, any reference to protection terms shall be interpreted in accordance with their meaning provided by GDPR.

4.2 Customer acknowledges and agrees that when Digito makes payments to or transacts with the Customer using a Third-Party Financial Company, personal data may be collected and disclosed. In such case, Digito shall act as a data controller and the Third-Party Financial Company as a data processor. The information that the Third-Party Financial Company may collect includes payment method information (such as credit or debit card number, or bank account information), purchase amount, date of purchase, and in some cases, some information about the purchase. Different payment methods may require the collection of different categories of information. The payment method information that Third-Party Financial Company collects may depend upon the payment method chosen to use from the list of available payment methods that are offered at the time of check-out. Third-Party Financial Company may also receive the name, email, billing or shipping address and in some cases, the transaction history for authentication purposes. Third-Party Financial Company may also process IP addresses for fraud monitoring, prevention, detection, and compliance purposes.

4.3 Customer has been informed about the fact that third parties from the EEU/EEA and outside of the EU/EEA may be able to take part of Customer's information, data, personal data and/or material. Therefore, Customer hereby consents to any transfer of its information, data, personal data and/or material from Digito to any third-party, however always subject to applicable law and regulations.

5 WARRANTIES

5.1 The Services are provided without warranty of merchantability or fitness for a particular purpose or any other warranty, expressed or implied. Digito does not warrant or guarantee that the Services will be provided without interruptions, that any non-conformity arises, nor that the Services are free from defects and other errors. Digito's websites and applications are provided on an "as-is" basis and Digito does not provide any express warranties including without limitation regarding the standard, delivery, timing, and security of the Services. Digito shall take reasonable measures to ensure the availability of the Services. Digito does however not guarantee any percentage rate of availability of a specific function, website or application included in the Services.

5.2 Digito reserves the right to modify, suspend, remove, and amend the Services, including the content of the Services, in its own discretion and without prior notice. Amendments that significantly alter Customer's use of the Services will, however, be announced on Digito's website in due time prior to their entry into force. Digito is not responsible for services, or any other activities provided by its associated partners. Digito shall not be held responsible for any measures taken by its associated partners, including but not limited to changes in ownership, insolvency and/or litigation.

5.3 Digito may suspend the provision of the Services, for example in case of scheduled maintenance or in the event of a virus, worm, trojan or other attacks on Digito's IT environment. For the avoidance of doubt, Digito does not seek to restrict any rights that consumers may have under applicable laws and regulations.

5.4 Customer represents and warrants that Customer has full legal rights and is authorized to use the content information Customer has inserted in the Services. Customer further represents and warrants that the data, information and/or content it has inserted and processes in the Services, including all products, and/or any other features that may be linked from the content are lawful and legal and cannot be regarded as unlawful for the purposes of these Terms of Use. Customer has been informed about the fact that processing of any personal data when using the Services must be in accordance with the applicable laws and regulations.

5.5 In the event the data, information, content and/or products are claimed to be unlawful or illegal in any jurisdiction, Customer accepts full responsibility and shall reimburse any costs that Digito may incur in relation to such claim. This includes but is not limited to any virus or other distracting program or device that could incur or injure any computer system.

5.6 Any information provided by Customer shall be correct and legal and Customer shall not damage, interfere with or prevent access to the Services or otherwise harm the Services. Customer shall only use the Services to an extent which can be considered as standard. If Customer uses more server power and data than standard and this adversely affects other Customers, Customer will be provided a written warning. If Customer continues using the Services in an incorrect manner, notwithstanding Digito's warning, Customer will be blocked from further use of the Services, without any reimbursement of payments already made to Digito.

5.7 Parties accept that neither Customer nor Digito shall have the right to base a claim on any written or oral warranties and representations not stated in these Terms of Use. Notwithstanding anything said in these Terms of Use so far, neither party excludes liability for gross negligence, wilful acts, fraudulent misrepresentation, or personal injury. Customer shall bear all costs relating to the use of the Services, including but not limited to contributions to the Internet Service Provider, however subject to applicable laws and regulations.

5.8 The Services may be integrated with or provided in connection with third-party services (such as Stripe) or content. Digito does not control these third-party services or their contents. Customer is advised to carefully review any agreements, terms and privacy policies relating to the services and/or their content of such third parties.

6 BREACH OF TERMS OF USE

6.1 Subject to applicable laws and regulations, Customer agrees to indemnify and hold Digito and its affiliates and employees harmless against all liability, damages, claims, demands, reasonable legal costs and expenses of whatsoever nature arising out of or in connection with or as a consequence of Customer's breach under these Terms of Use and in particular breach of any warranties and representations.

6.2 If Customer violates a provision of these Terms of Use, Digito shall, even without proof of intent or negligence, be entitled to damages for all loss caused to Digito on account

of the breach of the terms. In the event of Customer's substantial breach of contract, Digito shall also be entitled to terminate these Terms of Use with Customer with immediate effect and suspend Customer from further use of the Services. Customer shall not be entitled to any reimbursement of payments previously made to Digito.

6.3 **NOTWITHSTANDING ANYTHING ELSE IN THESE TERMS OF USE, CUSTOMER SHALL NOT (AND SHALL NOT PERMIT ANY THIRD PARTY) TO USE THE SERVICES IN A MANNER THAT WOULD INFRINGE UPON THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, OR FOR ANY ILLEGAL TRANSACTION OR UNLAWFUL PURPOSE. DIGITO SHALL NEVER BE LIABLE FOR THE CONTENT THAT CUSTOMER MAY UPLOAD, DOWNLOAD, POST, SUBMIT OR OTHERWISE DISTRIBUTE BREACH OF TERMS OF USE.**

7 LIABILITY

7.1 Any claim for compensation by Customer must be made at least two (2) months after the date when Customer first became aware of the breach. **Notwithstanding anything said in this Agreement, Digito does not seek to limit liability in respect of mandatory laws and regulations and in particular in respect of consumers.**

7.2 Digito shall not be held liable for any delays and/or non-delivery of the Services under these Terms of Use.

7.3 Digito's liability under these Terms of Use shall at all times be limited to the amount equal to the total fees paid by you for the Services during the three (3) months prior to the claim. If three (3) months have not passed since you signed up for the Services the limitation shall nevertheless be equivalent to three (3) months of the total fees that would have been paid. No party shall be responsible to the other party for punitive damages, indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts. The exclusions and limitations of liability stated above shall not apply in case of damage caused by a wilful act or gross negligence. For the avoidance of doubt, Digito is not seeking to limit liability under mandatory data protection laws.

8 CONFIDENTIALITY

Customer undertakes that without prior written consent from Digito no commercial or technical information (including without limitation pricing, data, financial information, software specifications, development and proprietary algorithm), which Customer has come to know in one way or another through the performance by Digito under the Services of these Terms of Use, shall be disclosed in whole or in part to any third-party. The Customer shall have the right to disclose such information to the extent necessary for the exercise of its rights granted under these Terms of Use. Customer shall use all reasonable means to preserve the secrecy of such confidential information, such undertaking to continue in so far and for so long as such confidential information has not become part of the public domain. This paragraph 8 shall survive the expiration of these Terms of Use.

9 OWNERSHIP

9.1 Ownership of any background, data, material, information, intellectual property etc. provided by Digito for the purposes of these Terms of Use, the Services, etc., shall continue to vest in Digito. All rights are expressly reserved by Digito, and Customer hereby explicitly consents that no right, title, or interest in or to the Services or anything contained therein is transferred to the Customer.

9.2 Customer is granted a non-commercial, non-exclusive, limited, personal, non-transferable, non-sublicensable, revocable license to use the Services solely for its intended purpose. For the avoidance of doubt, Customer acknowledges that no vesting or licensing of Digito's raw data, personal data and/or material will take place under these Terms of Use.

9.3 The provisions of this paragraph 9 shall apply without limitation and without restriction in time.

10 DURATION AND TERMINATION

10.1 These Terms of Use shall enter into force on the date when Customer first uses the Services (i.e., registering for and/or using the Services in any manner, including but not limited to visiting or browsing Digito's website and/or sign up for an account via Digito's website).

10.2 Each party shall have the right to cause these Terms of Use to be terminated at any time by giving the other party written notice to that effect not less than one (1) month in advance. If the Customer has a Paid Subscription, the subscription continues until it is terminated.

10.3 The duration for the Customer's right to use the Services may be either monthly or yearly Paid Subscription. A monthly Paid Subscription renews for continuous, one-month periods spanning the first day of the calendar month to the last day of the calendar month. A yearly Paid Subscription renews for continuous, twelve-month periods spanning the first day of the first calendar month to the last day of the last calendar month.

10.4 All Paid Subscriptions renew automatically, unless terminated or modified under these Terms of Use. If you have a yearly Paid Subscription, Digito will contact you at least 15 days prior to the end of the term of your Paid Subscription via email to remind you that the term of your Paid Subscription will automatically renew.

10.5 Digito may terminate your account and access to the Services and other rights to access the website and/or application immediately if (a) you breach these Terms of Use or Digito is required to terminate such rights by law due to misconduct, or (b) for convenience with five (5) days' notice; provided, however, that if you have a Paid Subscription, any notice of termination for convenience will not be effective until the

end of your then-current Paid Subscription term. These remedies are in addition to any other remedies Digito may have at law.

10.6 The Customer may cancel or elect to not renew the Paid Subscription at any time by contacting Digito at support@digito.se. If, after terminating your Paid Subscription or, if you do not have a Paid Subscription, at any time, you wish to terminate your account, you can do so by stopping your use of the Services.

10.7 If the Customer terminates its Paid Subscription or its account, the Customer's ability to access the Services ends immediately. The Customer is not entitled to any refund or other compensation for the termination of your account or Paid Subscription in accordance with its terms. These Terms of Use shall not otherwise be affected and will survive the termination of your account or Paid Subscription for any reason.

10.8 Notwithstanding the provisions above, these Terms of Use may be terminated: by either party with immediate effect upon written notice if the other party should become insolvent or a petition in bankruptcy should be filed by or against it, or a receiver of its property or a substantial part thereof should be appointed.

10.9 For consumers, a Withdrawal period of fourteen (14) days applies in accordance with these Terms of Use.

11 MISCELLANEOUS

11.1 Any notice to be given by either party pursuant to these Terms of Use must be in writing and may be sent by email to the e-mail address of the recipient party.

11.2 These Terms of Use are in the English language only. Any versions of these Terms of Use in any other language will be for accommodation only and will not be binding on either party.

11.3 The parties understand and agree that their relationship hereunder is one of contract and that they are not and shall not be construed as partners, joint ventures, or agent and principal. In no event shall either party be authorized to act for or on behalf of the other party.

11.4 If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid under any applicable statute, rule or law, each party agree that such invalidity shall not affect the validity of the remaining provisions of these Terms of Use, and further agree to substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.

11.5 Digito shall have the right to co-operate and/or enter into agreement with any other third-party including other customers and Digito shall have no restriction on competition.

11.6 Digito shall have the right to assign all or part of these Terms of Use without Customer's approval. Neither these Terms of Use nor any rights under these Terms of

Use shall be assigned or otherwise transferred by Customer without the prior written consent of Digito. No one other than each party under these Terms of Use has any right to enforce any term herein. These Terms of Use shall bind and insure to the benefit of the successors and permitted assigns of the parties.

11.7 Digito retains the right to update, amend or otherwise modify these Terms of Use at its own absolute discretion. You will be notified of updates, amendments, and modifications in due time prior to their entry into force and they will take effect on the date stated in the notification to you. Your use of the Services also constitutes an acceptance of these Terms of Use; hence your continued use of the Services shall be regulated by any updated Terms of Use from the date of their entry into force.

11.8 These Terms of Use constitutes the entire agreement between Customer and Digito with respect to this subject matter, and supersedes all prior and contemporaneous discussions, communications and agreements, written or oral, with respect thereto. Customer and Digito confirm that they have not been induced to enter into these Terms of Use as a result of any representation or statement which is not set out herein.

11.9 These Terms of Use may be amended from time to time. Supplemental terms and conditions or documents are hereby expressly incorporated herein by reference. You waive any right to receive specific notice of each such amendment.

12 LAW AND JURISDICTION

12.1 If Customer files a complaint, such complaint may be sent to Digito by mail; Digito Group AB Skånegatan, 83, 11635 Stockholm, or by e-mail; support@digito.se

12.2 In the event Customer is a consumer, the Customer may also have the right to report or file a complaint to the general complaints board in its country. The Swedish general complaints board is National Board for Consumer Disputes (ARN): www.arn.se. Customer may also report or file a complaint through the European Commission's Online Dispute Resolution: www.ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=SV.

12.3 Customer endeavors to use its reasonable efforts to negotiate and settle any dispute or claim that may arise in relation to these Terms of Use.

12.4 These Terms of Use and all matters in relation to the Services shall be construed in accordance with Swedish law and the Swedish courts shall have jurisdiction, however always subject to mandatory consumer law.