

Enguild Legal Terms and Conditions for use of provided Services

1. Your relationship with Enguild

Your use of Enguild's products, software, services and web sites (referred to collectively as the "Services" in this document) is subject to the terms of a legal agreement between you and Enguild. "Enguild" means Enguild AB, whose principal place of business is at Ögonmåttsgatan 1, SE-421 36 Västra Frölunda, Sweden. This document explains the agreement, and sets out some of the terms and conditions of that agreement. You are obliged to accept the agreement before use of the Services.

Your agreement with Enguild will always include, at a minimum, the terms and conditions set out in this document unless otherwise agreed in writing with Enguild. These are referred to below as the "General Terms". For all Services provided by Enguild, the General Terms will be accessible for you to read either during installation of that Service, or through your use of, that Service.

Your agreement with Enguild will also include the terms of any Legal Notices applicable to the Services, in addition to the General Terms. All of these are referred to below as the "Additional Terms". For all services where Additional Terms (for example specific software licenses) are applicable, these will be accessible for you to read either during installation of that Service, or through your use of that Service.

The General Terms, together with the Additional Terms, form a legally binding agreement between you and Enguild in relation to your use of the Services. It is important that you take the time to read them carefully. Collectively, this legal agreement is referred to below as the "TOS".

If there is any contradiction between what the Additional Terms say and what the General Terms say, then the Additional Terms shall take precedence in relation to that Service.

Where Enguild has provided you with a translation of the English language version of the TOS, then you agree that the translation is provided for your convenience only and that the English language versions of the TOS will govern your relationship with Enguild.

If there is any contradiction between what the English language version of the TOS says and what a translation says, then the English language version shall take precedence.

2. Accepting the TOS

In order to use the Services, you must first agree to the TOS. You may not use the Services if you do not accept the TOS.

You can accept the TOS in any of the following ways:

- a) clicking to accept or agree to the TOS, where this option is made available to you by Enguild in the user interface for any Service, or
- b) by actually using the Services. In this case, you understand and agree that Enguild will treat your use of the Services as acceptance of the TOS from that point onwards.

You may not use the Services and may not accept the TOS if

- a) you are not of legal age to form a binding contract with Enguild, or
- b) you are a person barred from receiving the Services under the laws of Sweden or other countries including the country in which you are resident or from which you use the Services.

Before you continue, you should print or save a local copy of these General Terms for your records.

3. Provision of the Services

Enguild is constantly developing its Services. You acknowledge and agree that the form and nature of the Services which Enguild provides may change without prior notice to you.

As part of this development, you acknowledge and agree that Enguild may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at Enguild's sole discretion, without prior notice to you.

You acknowledge that Services provided by Enguild may cause your computer to store material (permanently or temporarily) provided by other users and that Enguild has no responsibility (to you or to any third party) for any content stored by the Services on your computer.

If the Service is of the nature that you need an account in any way, you acknowledge and agree that if Enguild disables access to your account, you may be prevented from accessing the Services, your account details or any content which is contained in your account.

You acknowledge and agree that Enguild at any time and in any way may restrict your access to any Service.

You may stop using the Services at any time. You do not need to specifically inform Enguild when you stop using the Services.

4. Use of the Services by you

You agree to use the Services only for purposes that are permitted by

- a) the TOS and
- b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the Sweden or other relevant countries). This includes obeying any copyright laws applicable in Sweden, your country of residence, the copyright owner's country of residence and other relevant countries.

You agree that you will not engage in any activity that interferes with or disrupts the Services in any way.

Unless you have been specifically permitted to do so in a separate agreement with Enguild, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services, including any software related to the Services, for any purpose.

You agree that you are solely responsible for (and that Enguild has no responsibility to you or to any third party for) any breach of your obligations under the TOS and for the consequences (including any loss or damage which Enguild may suffer) of any such breach.

5. Your passwords and account security

You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services.

Accordingly, you agree that you will be solely responsible to Enguild for all activities that occur under your account.

If you become aware of any unauthorized use of your password or of your account, you agree to notify Enguild immediately via email to the address account_violation@enguild.com.

6. Content in the Services

You understand that by using the Services you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.

You understand that all information (such as binary files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, the Services are the sole responsibility of the person or company from which such content originated. All such information is referred to below as the "Content".

You should be aware that Content presented to you as part of the Services, including but not limited to advertisements in the Services may be protected by intellectual property rights which are owned by the advertisers who provide that Content to Enguild (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by Enguild or by the owners of that Content, in a separate agreement.

You agree that you are solely responsible for (and that Enguild has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which Enguild may suffer) by doing so.

7. Proprietary rights

You acknowledge and agree that Enguild (or Enguild's licensors) own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist).

Unless you have agreed otherwise in writing with Enguild, nothing in the TOS gives you a right to use any of Enguild's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features. This includes any trademarks, service marks, logos, domain names used by web sites which use Enguild's services or provide services based on the Services provided by Enguild.

You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.

Unless you have been expressly authorized to do so in writing by Enguild, you agree that in using the Services, you will not use any trademark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

8. License from Enguild

Enguild gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by Enguild as part of the Services as provided to you by Enguild (referred to as the "Software" below). This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Enguild, in the manner permitted by the TOS.

You may not in any way (either by yourself or with help from anyone else) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by Enguild, in writing.

Unless Enguild has given you specific written permission to do so, you may not assign (or grant a sub-license of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.

9. Content license from you

You retain copyright and any other rights you already hold in Content which you submit, post or display on or through, the Services.

You understand that Enguild, in performing the required technical steps to provide the Services to our users, may

- a) transmit or distribute your Content over various public networks and in various media; and
- b) make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You agree that this license shall permit Enguild to take these actions.

You confirm and warrant to Enguild that you have all the rights, power and authority necessary to grant the above license.

10. Software updates

The Software which you use may automatically download and install updates at any given time from Enguild or its partners. The purpose is to improve, enhance and further develop the Services. You agree to receive such updates (and permit Enguild to deliver these to you) as part of your use of the Services.

11. Ending your relationship with Enguild

The TOS will continue to apply until terminated by either you or Enguild as set out below.

If you want to terminate your legal agreement with Enguild, you may do so by

- a) notifying Enguild at any time and
- b) closing your accounts for all of the Services which you use, where Enguild has made this option available to you. Your notice should be sent, in writing, to Enguild's address which is set out at the beginning of these TOS. The notice should include your username for the Services that you are registered to use.

Enguild may at any time, terminate its legal agreement with you if:

- a) you have breached any provision of the TOS (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the TOS)
- b) Enguild is required to do so by law (may be due to local changes in laws that are applicable to you or the Services)
- c) the partner with whom Enguild offered the Services to you has terminated its relationship with Enguild or ceased to offer the Services to you
- d) Enguild makes a decision to stop providing the Services to some or all its users for any reason that is determined by Enguild. Enguild do not need to inform you of the reason why the Services are terminated.

Nothing in this Section shall affect Enguild's rights regarding provision of Services under Section 3 of the TOS.

When these TOS come to an end, all of the legal rights, obligations and liabilities that you and Enguild have benefited from, been subject to (or which have accrued over time whilst the TOS have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and legal matter arising shall be handled according to section 17.

12. EXCLUSION OF WARRANTIES

NOTHING IN THESE TERMS OF SERVICE (TOS), INCLUDING SECTIONS 12 AND 13, SHALL EXCLUDE OR LIMIT ENGUILD'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE

LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS OF SERVICE, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

IN PARTICULAR, ENGUILD, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT:

- A. YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS,
- B. YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR,
- C. ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, AND
- D. THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ENGUILD OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

ENGUILD FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

13. LIMITATION OF LIABILITY

SUBJECT TO OVERALL PROVISION IN SECTION 12 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT ENGUILD, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR:

- A. ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY.. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS;
- B. ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:
 - I. ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE SERVICES;

- II. ANY CHANGES WHICH ENGUILD MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES);
- III. THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES;
- IV. YOUR FAILURE TO PROVIDE ENGUILD WITH ACCURATE ACCOUNT INFORMATION;
- V. YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL;

THE LIMITATIONS ON ENGUILD'S LIABILITY TO YOU IN THE PARAGRAPH ABOVE SHALL APPLY WHETHER OR NOT ENGUILD HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

14. Advertisements

Some of the Services are supported by advertising revenue and may display advertisements and promotions. These advertisements may be targeted to the content of information stored on the Services, queries made through the Services or other information.

The manner, mode and extent of advertising by Enguild on the Services are subject to change without specific notice to you.

In consideration for Enguild granting you access to and use of the Services, you agree that Enguild may place such advertising on the Services.

15. Other content

The Services may include hyperlinks to other web sites or content or resources. Enguild may have no control over any web sites or resources which are provided by companies or persons other than Enguild.

You acknowledge and agree that Enguild is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

You acknowledge and agree that Enguild is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

16. Changes to the TOS

Enguild may make changes to the General Terms or Additional Terms at any time. When these changes are made, Enguild will make a new copy of the General Terms available at <http://www.enguild.com/documents.htm> and you will be notified of any new Terms from within, or through, the affected Services.

You understand and agree that if you use the Services after the date on which the General Terms or Additional Terms have changed, Enguild will treat your use as acceptance of the updated General Terms or Additional Terms.

17. General legal terms

Sometimes when you use the Services, you may (as a result of, or through your use of the Services) use a service or download a piece of software, or purchase goods, which are provided by another

person or company. Your use of these other services, software or goods may be subject to separate terms between you and the company or person concerned. If so, the TOS do not affect your legal relationship with these other companies or individuals.

The TOS constitute the whole legal agreement between you and Enguild and govern your use of the Services (but excluding any services which Enguild may provide to you under a separate written agreement), and completely replace any prior agreements between you and Enguild in relation to the Services.

You agree that Enguild may provide you with notices, including those regarding changes to the TOS, by email, regular mail, or postings on the Services.

You agree that if Enguild does not exercise or enforce any legal right or remedy which is contained in the TOS (or which Enguild has the benefit of under any applicable law), this will not be taken to be a formal waiver of Enguild's rights and that those rights or remedies will still be available to Enguild.

If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these TOS is invalid, then that provision will be removed from the TOS without affecting the rest of the TOS. The remaining provisions of the TOS will continue to be valid and enforceable.

You acknowledge and agree that each member of the group of companies of which Enguild is the parent shall be third party beneficiaries to the TOS and that such other companies shall be entitled to directly enforce, and rely upon, any provision of the TOS which confers a benefit on (or rights in favor of) them. Other than this, no other person or company shall be third party beneficiaries to the TOS.

The TOS, and your relationship with Enguild under the TOS, shall be governed by the laws of Sweden without regard to its conflict of laws provisions. You and Enguild agree to submit to the exclusive jurisdiction of the courts located in Gothenburg, Sweden to resolve any legal matter arising from the TOS. Notwithstanding this, you agree that Enguild shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.