

Terms of Use

These terms have to be accepted by all Users of Boardeaser. By completing the user registration form (creating a user account) you agree to be bound by the following terms and conditions ("Terms of Use"). You also agree to the Terms of Service on behalf of the Organisation whose account you access. The Terms of Service can be found at boardeaser.com/en/terms-and-conditions and in the Service on Settings. In cases of contradiction between the Terms of Use and the Terms of Service the latter shall have precedence.

GENERAL

General information about these terms of use

These terms of use (the "Terms") explain the terms on which you are permitted to use the Functions (see definitions under section Definitions) provided by Boardeaser AB (Reg. No. 556930-6664) ("Boardeaser", "us", "our" or "we").

Please read these Terms carefully before you start to use the Functions. By using the Functions, you confirm that you accept these Terms and that you agree to comply with them.

We may modify these Terms at any time so please ensure you understand the Terms that apply at that time when you use the Functions.

If you are part of an organization (for example a company or another legal entity) which has entered into a separate service agreement or other terms of service ("Terms of Service") with us regarding such organization's access to and use of the Service and/or the Functions, your access to the Functions under these Terms is dependent on the continued term of such Terms of Service.

Other applicable terms

These Terms refer to the following additional terms, which also apply to your use of the Functions:

- Our Privacy Policy (<https://boardeaser.com/en/privacy-policy/>), which informs you about how we use personal data about you.

- Our Cookie Policy (<https://boardeaser.com/en/cookies/>), which sets out information about the cookies on our Site.

If you purchase services from us through the Functions, our Terms of Service (available here: <https://boardeaser.com/en/terms-and-conditions/>) will apply to the sales.

Contact information

You may contact us by email (info@boardeaser.com) or telephone number (+46 (0)8 360 505) ("Contact Information").

Definitions

"Account" means the account that you register and create on the Site and/or in the App.

"App" means our application Boardeaser accessible via computer and/or mobile device relating to the Function.

"Contact Information" means the contact information set out above.

"Functions" means the Service, the Site, the App, the Account, and other related services provided by us to you.

"Service" is defined in section Description of the Service below.

"Site" means our website (www.boardeaser.com).

"Terms of Service" is defined in section General information about these terms of use above.

THE SERVICE AND THE FUNCTIONS

Description of the Service

Boardeaser is a complete solution for managing and monitoring organizations of all sizes, including a board portal, solutions for financial reporting, compliance and governance (the "Service"). More information about the Service and the Functions can be found on the Site and in the App. To be able to use the Functions, adequate internet access is required.

During the term of our agreement we have the right to change and modify the Functions and its content.

Although we make reasonable efforts to update the information on our Site and in the App, we make no representations, warranties or guarantees, whether express or implied, that the content on our Site and in the App is accurate, complete, or up to date.

We do not guarantee that the Functions or any content on the Functions, will always be available or be uninterrupted.

We may also at times have to temporarily suspend the access to any of the Functions in order to:

- fix technical problems or make minor technical updates; or
- update changes of the Functions to reflect changes in applicable laws and regulatory requirements.

We will not be liable to you if, for any reason whatsoever, the Functions are unavailable at any time or for any period.

We are entitled to decline you access to our Functions in the event that you have or if we suspect you of having provided us with untrue, inaccurate, not current or incomplete information when accessing or using the Functions. We may also decline you access to use the Functions if you in our reasonable opinion have failed to comply with any of the provisions of these Terms, or if your organization has failed to comply with any of the provisions of the Terms of Service or is late with payment.

Setting up an Account

In order to access the Functions, you must create an Account. Once an Account has been created, and other instructions has been followed the Functions will be available and ready to use on the Site and in the App. You agree to provide us with correct information when setting up your Account.

Credentials for your Account must be kept secure at all times. You may only create one (1) Account. You are not allowed to transfer the Account to another person or to share data relating to your Account with any third parties. Should you suspect that your Account or your credentials have been or are being used by a third party you must contact us immediately by using our Contact Information.

Use of the Functions

When you use the Functions, you must always comply with all applicable laws and these Terms. You may not access the Functions other than through interfaces provided by us and as otherwise expressly authorized under these Terms. You may not use the Functions in a manner contrary to our, or any third party's, rights and interests. You agree to comply with all instructions and recommendations provided by us from time to time.

You are responsible for all activities that occur under your Account.

You also agree not to:

- defame, abuse, harass, threaten or otherwise violate the legal rights of any third party or us;
- publish, post or - in any other way express - any material or information that is inappropriate, defamatory, infringing, obscene, pornographic, racist, terrorist, politically slanted, indecent or unlawful;
- contribute to destructive activities such as dissemination of viruses, spam or any other activity that might harm us or the Functions in any way;
- monitor the Functions' availability, performance or functionality for any competitive purpose, meaning, for example that you agree not to access the Functions for the purpose of developing or operating a competitive product or service or copying the Functions' features or user interface; or
- resell or in any way redistribute results generated on the Functions or use the Functions in order to create a competing service or product.

Own content

The Functions provides you with the possibility of uploading and storing of files and other information provided by you ("Content"). You are responsible for all actions taken by or in your name.

By uploading Content to the Functions you warrant that you a) have the necessary rights to the uploaded Content or b) have permission to use the Content in such a way that the Content or your use of the Content does not contravene applicable law. We will not supervise whether any Content is lawfully uploaded or distributed through the Functions.

By publishing Content on the Functions, you are aware that (depending on the settings of your Account) such Content may become available for us and others to use. We are not liable for any loss of Content and we advise you to always keep your own backup copy. We do not take any responsibility with regard to the validity of Content provided by you.

We have the right to remove any Content that, in our opinion, does not comply with these Terms.

Other obligations when you use the Functions

You must ensure that your login details are kept secret in order not to give anyone access to the Service in any way other than regular user registration where the User accepts these Terms of Use. The user's account may only be linked to one (1) individual. You may not use the Service in a way that negatively affects the performance of the Service. You must notify Boardeaser of any violations of the Terms of Use that the User becomes aware of.

INTELLECTUAL PROPERTY RIGHTS ETC.

Respect for our intellectual property rights

The Functions are owned or licensed by us. The Functions and other information, including all copyrights, trademarks, trade names, logos and other intellectual rights (including industrial property rights) held and used by us as well as those presented in the Functions (including titles, graphics, icons, scripts, source codes, etc.) are our property or third party licensors' property and must not be reproduced, distributed, sold, used, modified, copied, limited or used (in whole or in part) without our written consent.

Respect for our property

You must not tamper with, attempt to gain unauthorized access to, modify, hack, repair or otherwise adjust any of our material, hardware, source codes or information for any purposes.

License

When using the Functions in accordance with these Terms we grant you a non-exclusive, revocable, and non-transferrable, license to use the Functions.

We may revoke the granted license if we have reason to believe that you are in breach these Terms or any other agreements that we have concluded, or if your organization has failed to comply with any of the provisions of the Terms of Service or is late with payment.

LIABILITY AND LIMITATION OF LIABILITY

Our liability and limitation of our liability

To the extent permitted by law, we will not be liable to you, any other user or third party for any loss or damage (whether direct or indirect) whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with: (1) use of, or inability to use, any of the Functions; or (2) use of or reliance on any content displayed on our Functions.

In particular, we will not be liable for (1) loss of contracts, (2) loss of reputation and/or goodwill, (3) loss of profit, loss of revenue, loss of anticipated savings and/or loss of business, or (4) any indirect or consequential loss.

Different limitations and exclusions of liability as set out in our Terms of Service will apply to any sale of services to you.

Your liability

You are responsible for any damage or loss that is inflicted on us and that is caused by your use of the Functions or through your Account, or as a result of your breach of these Terms.

APPLICABLE LAW

Swedish law shall apply to these Terms.

COMPLAINTS

If you have any complaints, please contact us via our Contact Information.

We will always try to solve any complaints through discussions.

COMPANY INFORMATION

Boardeaser AB is an entity registered in Sverige.

Registered address: Götgatan 78, 118 30 Stockholm

Registration number: 556930-6664

VAT Reg. No.: SE556930-666401