

# General Terms and Conditions StartupTools Europe AB

## 1. Agreement

These general terms and conditions (the "Terms") are applicable to any services or products, either provided through the site, the platform or as consultancy services (the "Services"), provided by StartupTools Europe AB, Corp. no 559303-6436 ("StartupTools") to you (the "Customer" or "You").

The Customer/You means either the legal entity that has accessed any of the Services or any of the Customer's directors, employees, consultants, representatives and the Customer's affiliates including the affiliate's directors, employees, consultants and representatives.

StartupTools and the Customer will jointly be referred to as the Parties.

By accessing and/or using any of our Services You agree to the Terms.

Make sure that You understand the Terms prior to such access. If You do not agree with the Terms do not use the Services.

## 2. The Services

StartupTools is a community and a platform designed for entrepreneurs to facilitate their everyday life. Standardised templates, articles and guides are provided on our webpage/site (the "Site"). Our platform provides You with tools enabling You to handle Your corporate formalia in a digitalised way (the "Platform"). In addition to the Site and the Platform StartupTools also provides customised consultancy services.

The Site provides free templates as well as premium versions through our webshop. The Platform is offered in different subscription plans (the "Subscription") and the price for the consultancy services is agreed between the Parties.

StartupTools reserves the right to change the Services including removing or adding different services to the different Subscriptions.

Please also note that the Services are generally adapted to different jurisdictions and You should not use our templates or content for any other jurisdictions than the intended.

We may restrict Your access to the Services to deal with technical problems or make minor technical changes or to carry out maintenance or updates to services behind the Services.

## 4. E-Signatures

StartupTools provides an e-signing service for digital signing for the purpose of allowing our customers to electronically sign documents through the Platform. You are not allowed to let any third parties use or gain access to the e-signing services and You may only use the e-signing services for its intended purpose and in accordance with the e-signing provider's terms and conditions.

## 5. Term and termination

The term for Your Subscription commences upon creation of an account with StartupTools and shall remain in force until terminated in accordance with these Terms. If You purchase a Subscription from us, the subscription period is always twelve (12) months (the "Subscription Period"), unless communicated differently by us to You in writing. At the end of each Subscription Period, Your Subscription will automatically renew for an additional twelve (12) months

unless terminated by You in writing in advance of the end of the Subscription Period. You may downgrade Your Subscription by notifying us in writing to [help@startuptools.org](mailto:help@startuptools.org) such downgrade to be exercised once the current 12 months' period has expired. If You upgrade Your Subscription, your new Subscription will take effect immediately, and the new Subscription Period will be twelve (12) months from the date of the upgrade. To terminate the Subscription, You need to notify us in writing to [help@startuptools.org](mailto:help@startuptools.org), or by contacting us via the chat service on our Site. If You notify us of Your intention to terminate the Subscription during an existing Subscription Period, the Services will terminate at the end date of the current Subscription Period, and we will continue to provide the Subscription until the end of such Subscription Period. In no event will Your termination relieve You of the obligation to pay any amounts payable to us for the remainder of the current Subscription Period. Upon termination, You will be asked whether You prefer that we delete Your information or want us to keep the information in case You would return to the Service. For information regarding storage of personal data please see StartupTools' Privacy Policy.

Obligations arising from any breach of contract during the term of these Terms shall not be affected by termination.

## 6. Prices

The Customer shall pay all applicable fees for the Services periodically in advance or in arrears. The prices for the Services are set out and described on the Site and in the Platform. The prices for the Services excludes value added tax (VAT). The price for the Subscription will be indicated on Your Subscription page. The price for other Services is either set out on the webpage where you place your order or as otherwise notified by us to You in writing. If You have been offered Services for a specific term, price and/or discount, that price will apply for the agreed time, after which the price may change.

StartupTools reserves the right to change the prices for the Services. In case of a price change StartupTools will notify You in advance in writing. Unless otherwise agreed between the Parties, any changes in the price of Your Subscription will take effect from the start of the Subscription Period commencing after the price change took effect (this includes prolongations). By continuing to use or access the Services after the price changes come into effect, You agree to be bound by the new prices. If You have been offered a Subscription at a discounted price, unless otherwise agreed in writing, the discounted price will apply during one (1) Subscription Period after which the standard price for the Subscription will automatically apply (without us having to notify You).

Payment for the Subscription can be made either by invoice or card payment. Invoice is only available if You pay the full 12 months' in advance. Consultancy services will be invoiced at the time and price agreed between the Parties. There are also items/packages that may be paid for either by card, Swish or Paypal. You may be requested to identify Yourself and credit reports may be pursued by the third party processor/provider.

You must keep the payment information provided to us accurate and up-to-date. If

necessary we may perform a credit control ourselves or through a third party provider.

We may invoice You for the Services in advance or in arrears, with the frequency agreed. You agree that we may issue electronic invoices, which will be sent to the email address You have provided. You agree to pay within the set time for the payment method You choose. StartupTools has the right to close down Your account and/or limit the Services until You have paid for all the charges accrued. Payment after the due date may entail late payment fees and interest.

Unless otherwise expressly set out in these Terms, StartupTools does not provide refunds.

## 7. Termination for cause

StartupTools reserves the right to terminate or limit the Services if the Customer: (i) breaches or otherwise violates these Terms or any other provisions set up by us; (ii) uses the Services in any way that does not comply with the intended purposes or is otherwise harmful for StartupTools or any third person; or (iii) in our reasonable opinion, uses the Services in violation of any applicable law or regulation.

Upon occurrence of any of these events, StartupTools may contact You and request that You remedy Your breach of these Terms before terminating or limiting the Services. In the event that StartupTools limits the Services for cause, You are still obligated to pay the applicable price for the Services regardless of such limitation. In the event that we terminate the Services for cause, You will pay any unpaid fees covering the remainder of the term of Your Subscription Period. If You are using the free Services, StartupTools may terminate access to such Service and close down Your account at our sole discretion.

## 8. Your obligations

You warrant that you are authorized to enter into these Terms on behalf of the Customer as well as to use the Services and You are fully responsible for such use.

You warrant that the users You authorize to create accounts and use the Services have accepted these Terms.

When You use the Services You must comply with all applicable laws, regulations and public orders. You may not use the Services contrary to StartupTools or any third party's rights or interest. You agree to comply with our instructions and recommendations.

You are responsible for all activities that occur under Your account.

You agree not to: (i) abuse, threaten or otherwise violate legal rights of any third party or us; (ii) publish, post or, in any other way express, any material or information that is inappropriate, infringing, obscene, pornographic, racist, terrorist, politically slanted, indecent or unlawful (iii) contribute to destructive activities such as dissemination of viruses, spam or any other activity that might harm us and/or the Platform in any way; and (iv) monitor the Services' availability, performance or functionality for any competitive purpose, meaning, for example that You agree not to access the Services for the purpose of developing or operating a competitive product or service or copying the Services' features or user interface.

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The Platform includes services for uploading and storing of files and other information provided or created by You ("Uploaded Content"). You are responsible for all distribution and other actions by You and in Your name.

By adding Uploaded Content to the Platform, You warrant that you are i) the owner of the Uploaded Content or, ii) entitled to manage the Uploaded Content in such a way, and iii) that the Uploaded Content or Your use of the Uploaded Content in no way violates any applicable legislation or any third party rights. StartupTools will not supervise whether any Uploaded Content is lawfully uploaded or distributed through the Platform. StartupTools is not liable for any loss of Uploaded Content.

## 9. GDPR

You acknowledge that You are the data controller for any personal data processed by us on Your behalf in conjunction with Your use of the Services. You also acknowledge that StartupTools is considered as Your data processor; therefore, by agreeing to these Terms we enter into the data processing agreement attached to these Terms as "Appendix DPA", which shall remain in effect for as long as StartupTools process personal data on Your behalf. More information about how StartupTools processes personal data can be found in StartupTools' Privacy Policy

To the extent permitted by law, You, as the data controller, are solely and ultimately responsible for complying with any requirements of the General Data Protection Regulation (EU) 2016/679 (GDPR).

## 10. Confidentiality

"Confidential Information" means any information regarding the Parties and/or the Services, that a Party has learned as a result of the Services, whether written or oral and irrespective of form. During the term of the Services and thereafter, the Parties undertake not to disclose to any third Party any Confidential Information. The Parties agree and acknowledge that the Confidential Information may be used solely for the fulfilment of its respective obligations to each other and not for any other purpose. The Parties further agree to use, and cause its respective directors, officers, employees, consultants or other intermediaries to use, the same degree of care that it uses to protect the confidentiality of its own confidential information (but not less than reasonable care) to avoid disclosure or use of Confidential Information. This confidentiality undertaking shall not apply to any Confidential Information that is or becomes available to the public (other than by breach of these Terms or any other confidentiality undertaking). Each Party also undertakes to ensure that any information disclosed under this section, to the extent possible, shall be treated confidentially by anyone receiving such information. This confidentiality undertaking shall remain in force three (3) years after the termination of the Services.

## 11 Liability

Whilst our goal is to ensure that the StartupTools content is up to date and current, this is not a contractual commitment and StartupTools makes no representations, warranties or guarantees, whether express or implied, that the StartupTools content is accurate, complete or up to date. StartupTools content can be used as a source of legal information but does not

substitute taking legal, tax or book-keeping advice. The StartupTools content has been created for a wide audience and may not be appropriate or applicable to Your situation. The Services are provided "as is" and "as available" and StartupTools shall not be responsible or liable in any way for any inaccuracies, errors, omissions, incompleteness, bias or illegality in any content and/or for any actions or decisions taken by You based on the Services. You expressly waive any and all claims against us in connection with any use of the Services. With the exception for legal consultancy Services, the Services is in no way a substitute for legal advice from a fully qualified legal professional. You are strongly advised to always seek expert legal advice in the applicable jurisdiction to ensure that the Services is accurate, correct, complete, adequate, appropriate, unbiased, and compliant with the applicable laws and regulations, and to obtain full understanding and professional advice on any legal matter.

You acknowledge that StartupTools does not provide any warranties whatsoever regarding the Services.

In no event shall StartupTools, its affiliates its respective employees, officers, directors, agents, partners be liable to You for: (i) loss of contracts; (ii) loss of reputation and/or goodwill; (iii) loss of profit, loss of revenue, loss of anticipated savings, loss of business and/or loss of opportunities; (iv) your duty to compensate any third party; or (v) indirect, consequential or special loss, damage or liability even if such loss or damage was reasonably foreseeable.

StartupTools total liability to You, whether arising from a breach of contract, negligence or otherwise, shall be limited to the total sums paid by You for the Services during the 12 month period preceding the date of the first incident giving rise to the liability. If You are using the Service during a trial period or otherwise free of charge, our total liability to You for all other losses, whether arising from a breach of contract, negligence or otherwise, is limited to SEK 1,000.

StartupTools shall not be liable for any loss or damages unless receiving a notice from You within three (3) months of You becoming aware of the loss or, if earlier, within six (6) months from when the loss occurred.

You agree to defend, indemnify and hold harmless StartupTools, its subsidiaries and affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including legal fees, arising out of or related to: any Uploaded Content; fraud You commit or Your intentional misconduct or gross negligence in connection with any use of the Service; Your violation of any terms for third party applications; or Your violation of any applicable law or regulation, or rights of a third party.

## 12. Force Majeure

StartupTools are not responsible for delays and defects outside our control. If any of the Service are impaired by or due to an event outside our control (for example, a delay or interruption caused by any of our suppliers or service providers), then we will endeavour to contact You as soon as possible to let You know, and we will take commercially reasonable steps to minimise the effect of the impairment.

## 13. Changes and Additions

StartupTools may modify these Terms at any time. In the event of changes which are not minor and may affect You, You will be notified via email or via the Platform. You are responsible for keeping Yourself informed of any changes to the Terms. The latest version of the Terms will be available on the Platform and on the Site. Amendments to the Terms become effective the business day following the day they are posted. All new functionalities, features and StartupTools content introduced and added to the Services or the Platform will be subject to what is stipulated in these Terms.

If You have any complaints, please contact our support department at [help@startuptools.org](mailto:help@startuptools.org).

## 14. Intellectual Property Rights

The Site and Platform is owned and operated by StartupTools. All copyrights, trademarks, trade names, logos and other intellectual or industrial property rights owned or licensed by us as well as those presented in the Service (including titles, graphics, icons, scripts, source codes etc.) are StartupTools' 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 StartupTools written consent. You must not tamper with, attempt to gain unauthorised access to, modify, hack, repair or otherwise adjust any of our material, source-codes or other information for any purposes. StartupTools grants You a revocable, non-exclusive, non-transferable and limited licence to use the Service for the sole purpose of StartupTools providing the Service to You. Upon expiry or termination of the Services, this right and licence shall end.

The free templates that are available at our Site for downloading are provided subject to the licence terms specified at:

<https://creativecommons.org/licenses/by-nc-sa/4.0/>

## 15. Miscellaneous

The Customer agrees that StartupTools may use Your company name and/or logo in its marketing and publicity material as examples of current users of the Platform unless You notify us otherwise by email.

No failure or delay by either Party in exercising any right under the Terms will constitute a waiver of that right. No waiver under the Terms will be effective unless made in writing and signed by an authorised representative of the Party being deemed to have granted the waiver.

These Terms constitute the whole agreement between the Parties, unless otherwise agreed between the Parties, and supersedes any previous arrangement, understanding or agreement between the Parties relating to the subject matter they cover. You acknowledge and agree that when entering into an agreement for the Services, You do not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person relating to the Services.

You may not assign any of Your rights or obligations under these Terms to any person without our prior written consent. We may assign the Terms, and StartupTools may assign, transfer or subcontract any of our rights or obligations under the Terms, to any person without Your prior consent.

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## 16. Disputes

These Terms and all non-contractual obligations arising, in any way whatsoever, out of or in connection with these Terms are governed by and construed in accordance with substantive Swedish law, without regard to any principles concerning the choice of law.

Any dispute, controversy or claim arising out of or in connection with these Terms, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the SCC Arbitration Institute (the "SCC"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be English. The Parties agree that all arbitral proceedings conducted under this arbitration clause shall be kept confidential, and all information, documentation, materials in whatever form disclosed in the course of such arbitral proceedings shall be used solely for the purpose of those proceedings.

## 17. COMPANY INFORMATION

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