

Appendix 1

TERMS AND CONDITIONS

Wellify digital service for micro training

Publication date Varberg 2024-02-22

1. DEFINITIONS

Customers

Company or organization to which the agreement was drawn up or the person who, by agreement, uses Wellify's services or applications.

Service

Use of digital service for computer, mobile and tablet.

Support

Support and explanation of the service's functions works via e-mail or phone.

Issues

Deviation from what is agreed regarding the SAAS services provided by Wellify within the framework of the agreement with the Customer.

Password

The username and password assigned to the Customer by Wellify.

SAAS - "software as a service" Application and software provided via the Internet.

The operation and maintenance of the software is provided by Wellify, which does not require any local installation by the user.

Integration

Adaptation and coupling of one system/format to another where the consequence is that data and commands are continuously converted between two or more incompatible systems.

2. ACCESS DETAILS

2.1 The customer undertakes not to make access or authentication information available to anyone unauthorized.

2.2 The Customer undertakes to notify Wellify immediately if the Customer becomes aware of or suspects that unauthorized access has been gained or that the access has been misused.

2.3 Access data refers to passwords or other authentication data for access to the systems covered by the agreement.

3. CUSTOMER'S OBLIGATIONS

3.1 General

How and in what ways Wellify's SAAS services can be used and exploited is described in connection with each service.

3.2 Information about the Customer

The customer is responsible for ensuring that Wellify has the correct information about the customer and must promptly notify Wellify of any changes in such information. If the Customer discovers that the wrong information has been provided, the Customer must immediately notify Wellify of the error and at the same time provide the correct information.

3.3 Other information

The customer is responsible for ensuring that information otherwise provided in connection with the use of the SAAS service is correct, complies with the applicable law and does not contravene good manners and customs.

3.4 Infringement

The customer undertakes not to make or attempt to make unauthorized intrusions into Wellify's digital products or other digital products connected to Wellify and to never destroy information or functions provided in the SAAS service. The services that are part of the SAAS service may also not be used in such a way that damage occurs to Wellify or third parties.

3.5 Liability for damage

If the Customer's use of the SAAS service causes damage or inconvenience to Wellify or a third party, the Customer is solely responsible for such damage or inconvenience.

3.6 Liability towards users

The customer himself is responsible towards users for any inaccuracies in use for such damage that users suffer due to the customer's actions in connection with the use of the SAAS service.

3.7 Customer's responsibility for others

The Customer is fully responsible for users of SAAS - services or products from Wellify that the Customer has made accessible by providing external users with the necessary passwords.

3.10 Complaints in the event of errors or delays

It is the responsibility of a Customer who wishes to claim an error or delay in the SAAS service to send Wellify a written notification of this (complaint) as soon as possible after the Customer has noticed or removed the error or delay.

3.12 Compliance with legal regulations and more

Observance of legal regulations and more. The customer undertakes to follow the EU's

Data Protection Regulation, the Personal Data Act and other applicable laws and regulations in all respects when using the SAAS service. The customer is aware that publication or provision of unauthorized copied software or other material subject to copyright protection or material that violates the law is not permitted.

4. WELLIFY'S COMMITMENTS

4.1 Support

Wellify has Support between 08.00 - 17.00 (CET) Mon-Fri, excluding public holidays.

4.2 Issues

4.2.1 Correcting errors

If an error occurs in the SAAS service, it is Wellify's responsibility to rectify the error within a reasonable time from the Customer's complaint.

4.2.2 Price reduction

If remedial action according to p. 4.2.1 above has not taken place within a reasonable time, the Customer is entitled to a reasonable price deduction. Only the Customer who is affected by the Error in the Service is entitled to a price reduction. The price deduction never exceeds the price for the use of the SAAS service. For private customer the Swedish consumer legislation applies.

4.4 Responsibility for system

Wellify undertakes to continuously update the SAAS system and at any time offer the latest version. New functionality is continuously developed in the software based on customer needs. Development of the software takes place in consultation with Wellify's customers, market development and new technical opportunities.

5. DISCLAIMER AND SPEAKING DEADLINE

5.1 General

The party is liable for direct damage due to the party, through negligence, breaching its obligations under the agreement. The party is thus not liable for indirect damage due to the party, through negligence, breaching its obligations under the agreement.

The Party's liability for damages is limited to the contract value in the event that the Party breaches its obligations under the agreement.

6. INTELLECTUAL RIGHTS

6.1 SAAS – the service

All intellectual property rights related to the SAAS service, such as the right to the

technical and graphic design, content such as videos, images and instructions belong to Wellify. Wellify has the right to protect its right to the program code by nesting the modules that contain program code. The customer does not have the right to gain access to the SAAS service's program code by any means.

7. FEE AND PAYMENT

7.1 Price

Appears in specific main agreement.

7.2 Payment

License costs are invoiced according to the agreed delivery plan.

Any Fees are invoiced on an ongoing basis after completed work and approval by the Customer. All invoices have a 30-day payment period, SEK, excluding VAT, unless otherwise agreed.

8. PLANNED OPERATIONAL INTERRUPTIONS

8.1 Service interruptions and notices

Wellify reserves the right to take down the SAAS - Planned Maintenance and Improvement Action Service. Such planned service interruptions shall, as far as possible, be placed at a time between 18.00 and 06.00 (GMT+1) on weekdays or on Saturdays and Sundays. In cases where the service interruptions cannot be scheduled between 18:00 and 06:00 (GMT+1) on weekdays or on Saturdays and Sundays, Wellify shall inform the customer of the planned service interruption as soon as possible.

8.2 No liability for damages for operational disruption

Wellify is not obliged to compensate for damage as a result of the use of the SAAS service being prevented or made more difficult due to action required for technical, maintenance or operational reasons. Such measures must be carried out quickly and in such a way that the disturbances are limited.

9. PERSONAL DATA

9.1 The Personal Data Act

All personal data that the Customer provides to Wellify or provides when visiting the website will be processed by Wellify in the capacity of a personal data processor. The customer is responsible for personal data and is responsible for handling personal data from users in accordance with the law.

10. PRIVACY

10.1 Trade secrets

Wellify and the Customer undertake not, neither during the contract period nor thereafter, to reveal to outsiders such information as has been obtained from the other party and which is to be regarded as its trade secret.

10.2 Marketing

The customer's consent is required for any type of marketing where the customer's name or trademarks are used. The customer reserves the right to withdraw consent in accordance with this clause.

11. ASSIGNMENT OF AGREEMENT

A party does not have the right to transfer its rights or obligations to another without the written consent of the party.

12. TERMINATION OF AGREEMENT

If either party materially breaches the provisions of this Agreement and fails to remedy the breach within sixty (60) days of such request, the non-breaching party shall have the right to terminate this Agreement with immediate effect.

13. FORCE MAJEURE

If a party is prevented from fulfilling its obligation under this agreement due to a circumstance, which is beyond the party's control and whose adverse impact the party could not reasonably avoid, such hindrance constitutes grounds for exemption from the party's obligation to fulfill its obligations under this agreement. Likewise, such an obstacle entails release from the obligation to issue any form of compensation as a result of the party's obligations according to the agreement not being able to be fulfilled. If the party's obligations according to this agreement have been prevented by the circumstance, as stated above, for more than ninety (90) days, each party has the right to withdraw from this agreement with immediate effect without compensation obligation to the other party.

14. MODIFICATION OF TERMS

Changes to general conditions are carried out in agreement with the Customer and must be in writing.

15. NOTICES

All notifications and messages between the Parties must be in writing via letter or e-mail. Notifications and messages according to these conditions must be sent with binding effect to the Customer under the address given during registration or which has been notified as a new address and to Wellify under the address specified on the website.

16. DISPUTE

Disputes due to the interpretation and application of this agreement and related legal relationships shall be settled according to Swedish law and by a general court with Varberg district court as the first instance.