



Terms & Conditions were last modified on August 10th, 2016.

# Terms & Conditions

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE YODIWO PLATFORM AND THIS WEBSITE. YOUR USE OF THE YODIWO PLATFORM AND THIS WEBSITE WILL INDICATE THAT YOU ACCEPT THESE TERMS.

Welcome to our Web application which is owned and operated by YODIWO. If you use the YODIWO Platform or browse and use this Website, you are agreeing to comply with and be bound by the following Terms of Service, which together with our Privacy Policy govern YODIWO's relationship with you in relation to this Website and the YODIWO platform.

These Terms of Service create a binding agreement (the "Agreement") between you and YODIWO regarding your use of YODIWO services and associated platform ("Services").

## 1. Registration

To create an account you must register using your personal or company name, a username, physical address, email address and credit card information (the "Registration Information") for the B2C (end-users directly) payable versions. Upon completion of the registration, you assign a password to your account. You are responsible for maintaining the confidentiality and security of your Registration Information and for any and all activity that occurs under your account. You must notify YODIWO immediately if an authorized third party accesses your account or if there is any unauthorized use of your email address or if you become aware of any security breach. You agree that any person notified of your username or password is authorized to act as your representative for the purpose of use (and / or transaction via) this Website. Please note that you are entirely responsible if you do not preserve the confidentiality of your password.

## 2. Data, Information and Privacy

You agree that YODIWO may collect, use, process and store information about you and your use of the Services. You acknowledge that YODIWO acts only as a passive conduit

of such information, and that YODIWO will not monitor or disclose such information, except as needed to provide the Service or as otherwise required by law. In addition, information that you submit to YODIWO in connection with the Services will be handled in accordance with our Privacy statement located in Annex C of the main agreement. YODIWO may use information collected via the YODIWO website and/or Platform, including technical or diagnostic information, your suggestions or feedback, to maintain, improve and enhance the Services.

### **3. Use of YODIWO Web Application**

3.1 This Web Application and its content are copyright of YODIWO. All rights reserved. This Website contains material which is owned by or licensed to YODIWO. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Unless specifically permitted, no portion of this Website may be distributed or reproduced by any means, or in any form, without YODIWO's prior written permission. You do not acquire any ownership rights to any part of the Website. Any unauthorized use terminates the permission or license granted by YODIWO, and you must immediately destroy any downloaded or printed materials.

3.2 Your use of any information or materials on this Website is entirely at your own risk, for which YODIWO shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this Website meet your specific requirements.

3.3 Unauthorized use of this Website may give rise to a claim for damages and/or be a criminal offence. YODIWO reserves the right to prevent you from making use of this Web Site and from making any purchase.

### **4. Your Responsibilities as a YODIWO User; License to Your Content**

4.1 You are responsible for the content of all visual, written or audible communications, files, documents, videos, recordings, and any other material ("Content") used in connection with your account. YODIWO will not be liable to you



or any others for any loss or damages due to your use of the Services or of the website. You agree to indemnify, defend and hold harmless YODIWO against all claims, expenses, liabilities, losses, costs, and damages, including reasonable attorney's fees, that the Indemnitees may incur (i) in connection with your use of the Website; (ii) resulting from content or information you supply (iii) your breach of any of these Terms of Service.

4.2 You agree not to upload, post, email, store, transmit, or otherwise make available or use Content that creates a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to yourself, to any other person, or to any animal; may create a risk of any other loss or damage to any person or property; seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise; is sexually explicit or pornographic; violates, or encourages any conduct that violates laws or regulations; contains any information or content YODIWO deems to be hateful, violent, harmful, threatening, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, vulgar, obscene or otherwise objectionable by YODIWO; contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets); infringes any third party's Intellectual Property Rights, privacy rights, publicity rights, or other personal or proprietary rights; contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or is fraudulent, false, misleading, or deceptive.

4.3 You agree not to engage in any of the following prohibited activities: Use, display, mirror or frame the Service, any individual element within the Service, the YODIWO name, trademark, logo or other proprietary information, or the layout and design of any page, without YODIWO' explicit prior written consent; Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by YODIWO or any other third party (including another user) to protect the Services or YODIWO Content; Attempt to access or search the Services, user's Content or YODIWO content or scrape or download user's content or YODIWO content from the Services, or otherwise use, upload content to, or create new links, reposts, or referrals in the Service through the use of any engine, software, tool, agent, device or mechanism (including automated scripts, spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by YODIWO or other generally available third party web browsers;



Access, tamper with, or use non-public areas of the Service, YODIWO computer systems; Attempt to probe, scan, or test the vulnerability of any YODIWO system or network or breach any security or authentication measures; upload, download, transmit, store, or otherwise make available any code or material that harms or interferes with any device, software, network or service; Send any unsolicited or unauthorized spam and spam comments on posts, advertising messages, promotional materials, email, junk mail, chain letters or other form of solicitation; Use YODIWO's user information to forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services to send altered, deceptive or false source-identifying information; Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services; Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services; Collect or store any personally identifiable information from the Services from other users of the Services without their express permission; Impersonate or misrepresent your affiliation with any person or entity; Except for use of a "No Pin" instruction, use any meta tags or other hidden text or metadata utilizing a YODIWO trademark, logo, URL, or product name without YODIWO' explicit prior written consent; Use the Service for any commercial purpose or the benefit of any third party, except as otherwise explicitly permitted for you by YODIWO or in any manner not permitted by the Terms; Request, collect or store username, password, token or any other account authentication information from other users; Violate any applicable law or regulation (including but not limited to laws governing intellectual property rights, online conduct or online content); or encourage or enable any other individual to do any of the activities prohibited in these Terms of Service.

4.4 You agree that you have all the rights, licenses, and permissions from third parties to use, reproduce, publish, and display Content belonging to others.

4.5 YODIWO reserves the right, but is not obligated, to remove any Content for any reason or for no reason, including Content that YODIWO believes violates these Terms of Service.

## **5. Platform**

You may (depending on your tariff and license model) be required to download and install YODIWO platform ("Platform"). In that event, YODIWO agrees to provide you with a limited,



personal, non-exclusive, non-transferable, non-sublicensable license to use the Platform in accordance to the terms of this Agreement. You may not use the Platform for anything other than as intended by YODIWO in connection with your use of the Services. You may not use the Platform with any device, program or service designed to circumvent technological measures employed to control access to, or the rights in, a content file or other work protected by copyright laws. All rights not expressly granted by YODIWO are hereby reserved. You agree not to take any action to interfere with YODIWO ownership of or rights in the Platform. You agree that, unless otherwise permitted in this license or by law, you will not: (i) reproduce, republish, display, frame, download, distribute, or transmit the Platform; (ii) to the extent permitted under applicable law redistribute, encumber, sell, rent, lease, loan, sublicense, assign, or otherwise transfer rights to the Platform; (iii) modify or create any derivative works based on the Platform, including customization, translation, or localization; (iv) copy, reproduce, reuse in another product or service, modify, alter, or display in any manner any software or files, or parts thereof, included as part of the Platform; (v) except to the extent expressly permitted by law, decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code of the Platform, or in any way ascertain, decipher, or obtain the communications protocols for accessing the Platform, or the underlying ideas or algorithms of the Platform; (vi) create or use any software other than as authorized by YODIWO to access the Platform; (vii) attempt to gain unauthorized access to the Platform or to any account, application, platform, computer system or network associated with the Platform; (viii) use the Platform in any way that violates this Agreement, or any other agreements between you and YODIWO, or any law; and (ix) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in or on the Platform or associated with the Services.

## **6. Availability of the Service-Modifications & Changes**

The Services may not be available during system maintenance which is normally scheduled for limited time each quarter and you will receive respective notification at least 5 days before system maintenance starting time. YODIWO may make modifications to its features or any Services (including adding and deleting features) to comply with laws and regulations or to enhance or update the Services or the Platform used to provide them. YODIWO may also change its price list without prior notice. YODIWO owns all the proprietary rights and interests in the Services and Services websites.

## 7. Suspension or Termination of the Services

7.1 You agree that YODIWO may suspend or terminate your access to the Services without notice and liability for any reason if: (a) YODIWO determines that you have violated this Agreement or (b) YODIWO is required to do so by any court or government authority in any country or (c) YODIWO is required to do so to protect its interests.

7.2 YODIWO may, upon such termination, deactivate or delete your account and any related data, information, and files, and bar any further access to such data, information, and files. Such action may include, among other things, accessing your Content or data and/or discontinuing your use of the Services without refund or compensation. YODIWO will issue a refund when appropriate.

7.3 You agree that YODIWO has no obligation to monitor your use of the Services but has the right to do so to ensure your compliance with this Agreement, or to comply with any law, order, or requirement of any court or government authority in any country.

7.4 You are bound to comply with the following sections of this Agreement even after you are no longer using the Services: Sections 4,5,9 (as to amounts due and owing), 11 and 12.

## 8. Beta Services

YODIWO may make available a "beta" version the Services ("Beta Services") for evaluation and feedback. Beta Services are Services that are in an early development stage and not available as standard product offerings. You are not obligated to use Beta Services, but if you elect to do so, you agree to the following additional terms: (a) Beta Services may contain bugs, errors and other problems and is provided to you "AS IS"; (b) YODIWO makes no warranties and disclaims all liability with respect to the Beta Services; and (c) you agree to respond to YODIWO questions and inquiries regarding your use of the Beta Services. You agree that YODIWO has not made any promises or guarantees that Beta Services will be announced or made available in the future and that YODIWO has no obligation to announce or introduce the Beta Services. If you provide feedback regarding the Beta Services, you agree that YODIWO may use and incorporate into YODIWO products and services any suggestions, ideas, recommendations, bug reports, or other feedback that



you provide to YODIWO without compensation. YODIWO may suspend or terminate access to Beta Services (and delete any Content or data provided to YODIWO with respect to such Beta Service(s)) at any time, without notice and without compensation.

## **9. Payment**

You agree that YODIWO may (if applicable as per your selected tariff plan) charge your credit card or bill you for all amounts due and owing for your use of the Services. YODIWO reserves the right to claim interest at the highest rate permitted by law on any payment that is not received when due. You agree to notify YODIWO in writing of any disputed fees within ten (10) days from the date that your account is charged. YODIWO may suspend the Services for non-payment of undisputed fees. YODIWO is entitled to recover a reasonable amount expended in connection with the collection of fees not paid when due. You agree to pay any taxes or governmental charges charged for your use of the Services.

## **10. No Warranties**

Your use of any information or materials on this Website is entirely at your own risk, for which YODIWO shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this Website meet your specific requirements. To the maximum extent permitted by applicable law, you agree to use the Services at your own risk. You agree that YODIWO and its suppliers, resellers, affiliates and Value Added Services Providers will not be responsible for any harm to any device, any loss of data, or any other harm that results from your use of the Services. YODIWO does not guarantee that your use of the Services will be uninterrupted or error-free. To the maximum extent permitted by applicable law, the Services are provided "AS IS" and "AS AVAILABLE" for your use without warranties or conditions, either express, implied, or other. YODIWO does not make any warranties of merchantability, fitness for particular purpose, satisfactory quality or non-infringement.

## **11. Limitation of Liability**

YOU AGREE THAT YODIWO WILL NOT BE LIABLE TO YOU OR ANY OTHERS FOR ANY CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR DAMAGES ARISING FROM YOUR



USE OF OR INABILITY TO USE THE SERVICES EVEN IF YODIWO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT THE LIABILITY OF YODIWO AND ITS SUPPLIERS, RESELLERS, AFFILIATES AND VALUE ADDED SERVICES PROVIDERS TO YOU FOR ANY CLAIM WILL BE LIMITED TO THE AMOUNT PAID BY YOU TO YODIWO FOR THE SERVICES IN THE PREVIOUS TWELVE (12) MONTHS PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH CLAIM.

## 12. Other Legal Terms

12.1 YODIWO may change these Terms of Service any time. If YODIWO makes a change to the Terms of Service the revised terms will be sent via email to the customer email address stated on the first page of the main agreement ("AGREEMENT FOR THE YODIWO SERVICE PROVISION") at least 5 days before going into effect. You agree that your continued use of the Services after these Terms of Service have been changed means that you have agreed to the changed terms.

12.2 Trade names, trademarks, service marks, logos, and domain names of each party are considered their respective "Marks." YODIWO retains ownership of all proprietary rights in all its Marks and Marks associated or displayed with the Services. You may not frame or utilize framing techniques to enclose any YODIWO Marks, or other proprietary information (including images, text, page layout, or form) of YODIWO without YODIWO' explicit prior written consent. You may not use any meta tags or any other "hidden text" utilizing YODIWO Marks without YODIWO' explicit prior written consent. You shall retain ownership of all proprietary rights, copyright and any other rights you already hold in your Marks.

12.3 These Terms of Service, together with the Privacy Policy and any amendments and any additional agreements you may enter into with YODIWO in connection with the Services, shall constitute the entire agreement regarding the Services and completely replace any prior agreements.

12.4 These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you and any such attempted transfer or assignment in violation hereof shall be null and void. YODIWO may assign or delegate its rights and obligations under these Terms of Service either in whole or in part, without your prior consent.

12.5 Neither party will be responsible for failure of performance due to causes beyond its control, like, for example, accidents of God, labor disputes, shortage of





materials, acts of terrorism, or the stability or availability of the Internet or a portion of the Internet.

12.6 You agree that if YODIWO fails to assert any legal right or remedy under these Terms, this will not be taken to be a formal waiver of YODIWO' rights and that those rights or remedies will still be available to YODIWO.

12.7 If for any reason, a provision of this Agreement is held to be invalid, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions will remain in full force and effect.

12.8 These Terms of Service and your relationship with YODIWO shall be governed by the laws of Sweden without regard to its conflict of laws provisions and any related dispute shall be settled by the competent Courts of Stockholm– Sweden.

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