

## TERMS AND CONDITIONS

These terms (“**Terms**”) cover the use of those Sweratel AB products, websites, and services listed here (the “**Services**”). You accept these Terms by creating an iCoolness account or through your use of the Services.

The Terms before section 9 apply generally to all Services. The sections thereafter contain service-specific terms that are in addition to the general terms.

Sweratel AB may change these Terms at any time. Such change will be published at the iCoolness site. Using the Services after the changes become effective means you agree to the new terms. If you do not agree to the new terms, you must stop using the Services and close your iCoolness account. However, you are still responsible for payment of any fee in accordance with Sweratel AB’s termination policy.

### 1. PERSONAL DATA

Sweratel AB collects data to operate effectively and provide you the best experiences with the Services. The data we collect includes name and contact data, credentials, payment data, demographic data, usage data, interests, contacts and location data.

Sweratel AB uses the data to operate Sweratel AB’s business and provide the Services, send communication and display advertising. Sweratel AB share your personal data with your consent or as necessary to complete any transaction or provide the service you have requested. You can view and edit your personal data online at <http://www.sweratel.com> or contact Sweratel AB.

For more information about the data we collect, please contact: Sweratel AB at [icoolness-support@sweratel.se](mailto:icoolness-support@sweratel.se).

### 2. COOKIES

When you visit the iCoolness site, small text files containing a string of numbers and letters will be sent to your computer that uniquely identifies your browser. Sweratel

AB uses both session cookies and persistent cookies. A persistent cookie remains after you close your browser. Persistent cookies may be used by your browser on subsequent visits to the site. Persistent cookies can be removed by following your web browser help file directions. A session cookie is temporary and disappears after you close your browser. You can reset your web browser to refuse all cookies or to indicate when a cookie is being sent. However, the iCoolness site may not function properly if the ability to accept cookies is disabled.

### **3. YOUR DATA AND CODE OF CONDUCT**

Some of Sweratel AB's Services allow you to store or share data or receive material from others ("**Your Data**"). Your Data remains yours and you are responsible for it. You represent and warrant that for the duration of these Terms, you have (and will have) all the rights necessary for Your Data that is uploaded, stored or shared on or through the Services and that the collection, use, and retention of Your Data will not violate any law or rights of others. Sweratel AB cannot be held responsible for Your Data or the material others upload, store or share using the Services.

By agreeing to these Terms, you are agreeing that, when using the Services, you will (i) not do anything illegal, (ii) not engage in any activity that exploits, harms, or threatens to harm children, (iii) not send spam, (iv) not publicly display or use the Services to share inappropriate Data or material (involving, for example, nudity, bestiality, pornography, graphic violence, terror or criminal activity), (v) not engage in activity that is false or misleading, (vi) not engage in activity that is harmful to you, the Services, or others (e.g., transmitting viruses, stalking, communicating hate speech, or advocating violence against others), or (viii) not infringe upon the rights of others (e.g., unauthorized sharing of copyrighted music or other copyrighted material).

If you violate these Terms, Sweratel AB may stop providing Services to you or Sweratel AB may close your iCoolness account. Sweratel AB may also block

delivery of a communication to or from the Services or Sweratel AB may remove, delete or refuse to publish Your Data for any reason.

#### **4. UPDATES TO THE SERVICES**

Sweratel AB may, without prior notice, add, change or remove features, applications, modules and Services.

#### **5. INTELLECTUAL PROPERTY RIGHT**

The design of the Services along with text, scripts, graphics, interactive features and the like, and the trademarks, service marks and logos contained therein ("**Marks**"), are owned by or licensed to Sweratel AB. Sweratel AB reserves all rights to the Services. You agree to not engage in the use, copying, or distribution of any of the Services or the Marks other than expressly permitted herein.

#### **6. WARRANTIES**

Sweratel AB makes no warranties, express or implied, guarantees or conditions with respect to your use of the Services. You understand that use of the Services is at your own risk and that we provide the Services on an "as is" basis "with all faults" and "as available." You bear the entire risk of using the services. Sweratel AB does not guarantee the accuracy or timeliness of information available from the Services. To the extent permitted under your local law, we exclude any implied warranties, including for merchantability, satisfactory quality, fitness for a particular purpose, workmanlike effort, and non-infringement. You acknowledge that computer and telecommunications systems are not fault-free and occasional periods of downtime occur. Sweratel AB does not guarantee the services will be uninterrupted, timely, secure, or error-free or that data loss won't occur, nor do Sweratel AB guarantee any connection to or transmission from the computer networks.

## **7. LIMITATION OF LIABILITY**

In no event shall Sweratel AB, its officers, directors, employees, or agents, be liable to you for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any (i) errors, mistakes, or inaccuracies of data, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our Services, (iii) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (iv) any interruption or cessation of transmission to or from our servers, (iv) any bugs, viruses, trojan horses, or the like, which may be transmitted to or through our service by any third party, (v) any errors or omissions in any data or for any loss or damage of any kind incurred as a result of your use of any data posted, emailed, transmitted, or otherwise made available via iCoolness, whether based on warranty, contract, tort, or any other legal theory, and whether or not the company is advised of the possibility of such damages, (vi) loss of Your Data, (vii) due to termination of your iCoolness account, and/or (viii) the disclosure of information pursuant to these Terms. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

The Services is controlled and offered by Sweratel AB from its facilities in Sweden. Sweratel AB makes no representations that the Services is appropriate or available for use in other locations. Those who access or use the Services from other jurisdictions do so at their own volition and are responsible for compliance with local law.

## **8. INDEMNITY**

You agree to defend, indemnify and hold harmless Sweratel AB from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Services, (ii) your violation of any term of these Terms, or (iii) your violation of any third party right, including without limitation any copyright,

property, or privacy right. This defence and indemnification obligation will survive these Terms and your use of the Services.

## **9. JURISDICTION**

To the extent permitted under your local law;

- a) the Terms shall be governed by Swedish law, and
- b) any dispute, controversy or claim arising out of or in connection with this Terms, or the breach, termination or invalidity thereof, shall be finally settled by the Swedish courts.

## **10. SERVICE-SPECIFIC TERMS**

**[Mall]**

**[Messenger]**

**[Email]**

**[Profile]**

**[Social]**

**[News]**

**[A/VOD]**

**[Conference]**

**[Payment]**

**[Advert]**

**[Jobs]**

**[Cloud]**

**[Hospitality]**

**[e-Health]**

For more information, please contact: Sweratel AB at [icoolness-support@sweratel.se](mailto:icoolness-support@sweratel.se).

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