

# TERMS OF USE

2021-01-02

The Terms of Use describes Altacogni's services and constitute the legal agreement between Altacogni and users of Altacogni services.

## 1 Introduction

These Terms of Use (the "Terms") apply to the software, services and devices provided by Altacogni AB, incorporated and registered in Sweden with company number 559167-7553, whose registered office is at Svarvaregrand 4, 170 63 Solna ("Altacogni"), and constitute a legal binding agreement between Altacogni and the party using the services (the "Service User").

## 2 Terminology

"Services" refers to Altacogni's software-as-a-service, which consists of the Yanzi Cloud Solutions (as defined below) and Yanzi Application Programming Interfaces ("APIs"). Services may also include consulting and/or installation work provided by Altacogni if included in the applicable quote from Altacogni or other ordering documents agreed between the parties.

"Yanzi Cloud Solutions" means the cloud platform solutions made available by Altacogni, as specified at [www.yanzi.se](http://www.yanzi.se).

"User Submitted Data" means any content, information or data that the Service User may upload, post, share or store in or to the Services.

"Device Data" means any content, information or data that is automatically collected from hardware devices, third party services or applications that the Service User connects with the Services.

## 3 Changes to the Terms

Altacogni constantly work to improve the Services and Altacogni may update the Terms from time to time. Altacogni will give the Service User a thirty (30) day written notice whenever this happens if the Service User provides Altacogni with a contact email address for such updates. In order to provide Altacogni with a contact email address for updates, please email [legal@altacogni.com](mailto:legal@altacogni.com) clearly stating the request. It is the Service User's responsibility to make sure Altacogni has a valid email address from time to time.

In case the Service User does not agree with the updated Terms, the Service User is not permitted to continue using the Services. The Service User understands and agrees that if the Service User uses the Services after the date on which the Terms have changed, the Service User's use of the Services is considered as acceptance of the updated Terms.

## 4 Description of the Services

The Yanzi Cloud Solutions are being developed and delivered on an as-is basis, as Software-as-a-Service. Any new functionality added to the Services over time, including new releases of the Yanzi Cloud Solutions are subject to the Terms. Over time, updates made to the Services may change the specification of APIs and may affect compatibility with devices and mobile applications. The Service User acknowledges and agrees that old versions of the products may cease working after an update. The Service User will be notified of updates of the API that will change functionality thirty (30) days in advance if the Service User provides Altacogni with contact email address for such updates. In order to provide Altacogni with contact email address for API updates, the Service User must email [legal@altacogni.com](mailto:legal@altacogni.com) clearly stating the request. It is the Service User's responsibility to make sure Altacogni has a valid email address from time to time.

The Service User agrees that Altacogni shall not be liable for any suspension, discontinuance or modification of the Services, to the

Service User or to any third party. The Service User acknowledges and agrees that if Altacogni for any reason has to disable access to the Service User's user account, the Service User may be prevented access to the Services and its content. The Service User is under no circumstances entitled to refund or reimbursement of prepaid fees for the Services in the event of discontinuance as set forth herein.

## 5 Use of the Services

In order to use the Services, the Service User may be required to register a user account, select a password and provide the Service User's name. A user account may also require the Service User to provide verifiable email address and a mobile phone number which can receive a verification code through SMS. The Service User warrants that any registration information provided by the Service User will always be kept accurate, complete, and updated. The Service User is not permitted to transfer the Service User's user account without Altacogni's prior written permission. If the Service User represents an organization or entity, the Service User guarantee that the Service User is authorized to agree on the Terms on behalf of that organization or entity.

Unless a binding written agreement signed by authorized representative of Altacogni has agreed otherwise, the Service User agrees to only use the Services for purposes permitted by the Terms and by any applicable laws. Altacogni will not be responsible for any unlawful usage of the Services by the Service User. The Service User may use the public and published APIs of the Services commercially in order to integrate the Service User's products or services with the Services. All such use is subject to the Terms. Using the Services may include connecting Altacogni products to other equipment or integration of external services to Altacogni Services such as for example external cloud services. The Service User acknowledges and agrees that the Service User will not connect any physical devices or third party services to the Services (or otherwise use the Services) in a manner that could be dangerous to any person, or which could cause damage to or loss of any property (whether real, personal, tangible or intangible) or disturb or damage the Services. The Service User is not permitted to use the Services or Altacogni products for any purpose that is illegal, immoral or otherwise unethical in the Service User's jurisdiction. In the event that any such use comes to Altacogni's attention, Altacogni reserves all rights to terminate the Service User's use of the Services and/or claim damages for any damages Altacogni might incur.

## 6 Restrictions

The Service User shall not submit any User Submitted Data, use or interact with the Services in a way that;

- infringes the intellectual property rights or any other rights of any person or organization; and/or
- is threatening, harmful, harassing or otherwise objectionable; and/or
- tries to obtain any security information from any other user of the Services; and/or
- risks the loss of security information for the Service User's Altacogni user account; and/or
- breaks the law; and/or
- cracks any security encryption codes, passwords or in other ways violates the security of any computer network; and/or
- overloads the Services' infrastructure, interfere with the proper working of, or runs any form of "spam" on, the Service; and/or
- attempts to obtain the source code of the Services.

The Service User agrees that the Service User is solely responsible for any breach of the Service User's obligations under the Terms and for any consequences (including any loss or damage which Altacogni may suffer) of any such breach. Altacogni has no

responsibility to the Service User or to any third party for such violation of the Terms. Any content of the Services is of sole responsibility of the entity that it originates from. Thus, the Service User is responsible for any content the Service User submits to the Services. The Service User agrees that the Service User accesses all content of the Services (submitted by the Service User or by anyone else) at the Service User's own risk.

## 7 Content in the Services

All material such as software, applications, texts, illustrations, icons, images and so forth, contained in the Services are protected by copyright and other intellectual property laws. The Service User agrees that Altacogni owns the Services and the Service User will not publish, transmit, modify, reproduce or otherwise exploit any of the Services otherwise as contemplated herein. The Service User owns the Service User's User Submitted Data and Device Data and Altacogni does not claim any ownership over this data. The Service User agrees that the Service User is solely responsible for (and that Altacogni has no responsibility to the Service User or to any third party for) any User Submitted Data while using the Services. For the sole purpose of providing the Services to the Service User, the Service User grants Altacogni a non-exclusive, transferable, sublicensable, royalty-free, worldwide license to use any User Submitted Data and Device Data in connection with the Services and Altacogni's (and its partner's) business. There is no obligation for Altacogni to persist or maintain, or guarantee quality or access to any User Submitted Data or Device Data for any specific time period. Altacogni has no liability for User Submitted Data or Device Data that may become unavailable through the Services as a result of hardware or software failure out of Altacogni's control. The Service User agrees that Altacogni, without any obligation to pay fees or royalties to the Service User may freely use any suggestions, recommendations or other feedback that the Service User provides to Altacogni to develop the Services and its business. The Service User understands that the Service User uses the Service at the Service User's own risk and that the Service User may be exposed to content that the Service User finds offensive, objectionable or indecent. The Service User understands that Altacogni, in order to provide the Services, may transmit or distribute User Submitted Data or Device Data over various public networks and in various media. The Service User also permits Altacogni to make any changes to User Submitted Data or Device Data needed to adapt it to technical requirements of connecting networks, services, media and devices. Altacogni reserves the right to block and delete any material published by the Service User, for any reason or without reason.

## 8 User Account, Password and Security

The Service User agrees and understand that the Service User is responsible for keeping confidential all passwords and certificate keys associated with any user account the Service User uses to access the Services. The Service User understands and agrees that the Service User will be solely responsible to Altacogni for all activities that occur under the Service User's user account. The Service User agrees to notify Altacogni immediately of any unauthorized use of the Service User's password or user account and any other breach of security.

## 9 Privacy Policy and Personal Data Processing

The Terms is subject to Altacogni's Privacy Policy where applicable, see [Schedule 1](#).

Altacogni is the data processor for any personal data that emanates from the Service User. Altacogni processes such data only to the extent necessary to fulfil its obligations under these Terms and any other agreement between Altacogni and the Service User. If necessary under applicable mandatory law, Altacogni and Service User will enter into a Data Processing Agreement that conforms to

Altacogni standards. If executed, the Data Processing Agreement will be an integral part of these Terms.

## 10 Use of the Yanzi Cloud Solutions

All rights in and to the Yanzi Cloud Solutions provided by Altacogni for use of the Services is the sole property of Altacogni and the Service User is only permitted to use the Yanzi Cloud Solutions to access and make use of the Services. Any other use will be considered as an infringement of Altacogni's rights. The Software contains confidential and proprietary information that is the sole property of Altacogni. The Service User agrees to not decompile, disassembly or otherwise reverse engineer the Software in excess of what is allowed by mandatory law. Further, the Service User is not permitted to disclose, transfer or otherwise distribute any information pertaining to the Yanzi Cloud Solutions to third parties without the prior written consent by Altacogni. The Service User agrees to not remove any copyright notices or other information, such as open source disclaimers, distributed with the Yanzi Cloud Solutions.

## 11 Indemnity

The Service User agrees to indemnify and hold Altacogni and its owners, officers, agents, co-branders, other partners, contractors, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of content the Service User submit, post to or transmit through the Services, the Service User's use of the products, the Service User's connection to the Services, the Service User's violation of the Terms, or the Service User's violation of any rights of another.

Altacogni agrees to indemnify and hold the Service User and its owners, officers, agents, co-branders, other partners, contractors, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of any claims that any Altacogni Product infringes the rights of any third party. Altacogni shall, in its absolute discretion, determine what action, if any, shall be taken in respect of the matter, have sole control over and shall conduct any consequent action as it shall deem necessary and pay all costs in connection with that action and shall be entitled to all damages and other sums which may be paid or awarded as a result of such action. The Service User shall promptly give Altacogni notice if they become aware of any infringements or suspected infringements. The Service User shall co-operate with Altacogni in the defense and settlement of any claim, at Altacogni's expense. In the defense or settlement of the claim, Altacogni may replace or modify the infringing Product so it becomes non-infringing or if such remedies are not reasonably available, terminate this Agreement by notice in writing and without liability to the Service User Altacogni shall not have any liability in any circumstances if the alleged infringement is based on a modification of Altacogni products by anyone other than Altacogni.

Each party shall, at the request and expense of the other, provide all reasonable assistance to the other (including but not limited to the use of its name in or being joined as a party to proceedings) in connection with any action to be taken by the other party, provided that that party is given such indemnity as it may reasonably require against any damage to its name

## 12 Disclaimer and Limitation of Liability

The Service User expressly acknowledges and agrees that:

The Service User's use of the products is at the Service User's sole risk. The products are provided on an "as is" and "as available" basis. To the fullest extent permitted by applicable law, Altacogni expressly disclaims all warranties, conditions and other terms of any kind, whether express or implied, including, but not limited to

any implied term of merchantability, satisfactory quality, fitness for a particular purpose, and any term as to the provision of services to a standard of reasonable care and skill or as to non-infringement of any intellectual property right.

Altacogni makes no warranty or representation that

- a. the Services will meet the Service User's requirements,
- b. the Services will be uninterrupted, timely, secure, or error-free,
- c. the results that may be obtained from the use of the Services will be accurate or reliable, and
- d. the quality of any products, information, or other material purchased or obtained by the Service User through the services will meet the Service User's expectations.

Any material downloaded or otherwise obtained through the use of the Services is at the Service User's own discretion and risk. The Service User will be solely responsible for any damage to the Service User's computer system, mobile devices or loss of data that results from the download of any such material.

No advice or information, whether oral or written, obtained by the Service User from Altacogni or through or from the Services shall create any warranty or other obligation not expressly stated in the Terms.

In the event of major defects that impede the Service User's use of the Services and that are attributable to Altacogni, Altacogni undertakes to act to rectify such defect without unreasonable delay. In the absence of intent or gross negligence by Altacogni, Altacogni otherwise assumes no responsibility for defects or deficiencies in the Services. Error notification must be given by the Service User in accordance with the instructions announced by Altacogni and within a reasonable time of the discovery of the defect.

To the extent permitted under mandatory law, Altacogni's entire liability, due to claims from the Service User arising out of or in relation to this agreement, shall not exceed the net invoice value during a time period of twelve (12) months preceding the point in time for the liability claim. The existence of more than one (1) claim from the Service User shall not enlarge or extend the above mentioned limitation of liability. Altacogni shall only be liable for direct damages caused under these Terms. Altacogni shall not be liable to the other under these Terms for:

- a. any loss of use or corruption of the Yanzi Cloud Solutions, data or information;
- b. interruption of business;
- c. loss of data;
- d. any indirect, special incidental, punitive or consequential damages of any kind;
- e. loss of profit;
- f. loss of anticipated savings; and
- g. loss of business or loss of data whether in contract, tort, regarding product liability or otherwise.

The Service User agrees that any claim or cause of action arising out of or related to use of the Service of the Terms must be made to Altacogni within one (1) month after such claim or cause of action arose or be forever barred.

The limitations on Altacogni's liability to the Service User in the above paragraph shall apply whether or not Altacogni has been advised of or should have been aware of the possibility of any such losses arising.

## 13 Term and Termination

The Terms commence upon delivery of Services and continues for as long as the Service User uses the Yanzi Cloud Solutions.

## 14 Risk of Loss

The Service User acknowledge and agree that the Service User's use of the Services (including, without limitation, using the Services to secure or otherwise control access to any real or personal property) is solely at the Service User's own risk, and that the Service User accept responsibility for all losses, damages and expenses arising out of such use.

## 15 Trademarks

Without Altacogni's prior permission, the Service User agrees not to display or use in any manner, Altacogni's trademarks. Altacogni trademarks includes Altacogni logos, product and service names.

## 16 General Information

The Terms constitute the whole legal agreement between the Service User and Altacogni and govern the Service User's use of the Services and replace any prior agreements between the Service User and Altacogni in relation to the Services.

In case of any differences between the Terms and any other separate written agreement between Altacogni and the Service User, the separate written agreement will prevail over the Terms. If any court of law, having the jurisdiction to decide on this matter, rules that any provision of the Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

Altacogni may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under the Terms.

A waiver of any right or remedy under the Terms or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

A failure or delay by a party to exercise any right or remedy provided under the Term or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Term or by law shall prevent or restrict the further exercise of that or any other right or remedy.

If any provision or part-provision of the Term is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Term.

The substantive laws of Sweden, without regard to its conflict of law's provisions shall govern the Terms, and the Service User's relationship with Altacogni under the Terms. The Service User and Altacogni agree to submit to the exclusive jurisdiction of the Swedish public courts where the Stockholm District Court shall be the court of first instance to resolve any legal matter arising from the Terms. Notwithstanding this, the Service User agrees that Altacogni shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

## SCHEDULE 1 PRIVACY POLICY

### 1. Altacogni Privacy Policy

1.1 This privacy policy (“**Privacy Policy**”) has been compiled to inform the Service User about how Altacogni collects, uses and processes personal data about their users. “Personal Data”, as used and defined in the General Data Protection Regulation (EU) 2016/679, is any information that can be used to identify, directly or indirectly, any natural person. Please read this Privacy Policy carefully to get a clear understanding of how Altacogni collects, uses, protects or otherwise handles the Service User’s Personal Data. By using or interacting with the Services, the Service User is entering into a binding contract with Altacogni and realizes that it is necessary for Altacogni to process the Service User’s Personal Data to fulfill Altacogni’s obligations in accordance with the contract. If the Service User does not agree with the Terms, Altacogni is unable to provide the Services to the Service User. The data controller for the Personal Data collected, used and processed by Altacogni is Altacogni AB, a limited liability company duly incorporated under the laws of Sweden, with reg. no. 559167-7553 whose principal place of business is at Svarvaregrand 4, 170 63 Solna, Sweden.

### 2. What personal information does Altacogni collect?

2.1 When setting up a user account with Altacogni, and when ordering or registering on Altacogni’s websites, as appropriate, the Service User may be asked to enter its full name, email address, address, phone number or other details. This information is used to help the Service User with its experience and may be stored on Altacogni cloud servers and on Altacogni gateways.

### 3. When does Altacogni collect information?

3.1 Altacogni collects information and processes the Service User’s Personal Data when the Service User registers for the Services or enter information on Altacogni’s websites. If the Service User contacts Altacogni, records of that correspondence may be retained in accordance with this Privacy Policy. Altacogni may also ask the Service User to complete an optional survey that is used for research purposes.

### 4. How do Altacogni use the Service User’s information?

4.1 Altacogni may use the collected information to personalize the Service User’s experience and to allow Altacogni to deliver the Services; to personalize the Service User’s experience of the Services to allow Altacogni to deliver the type of content, features, security, and product offerings which the Service User finds most interesting; to inform the Service User about Altacogni products and those of Altacogni’s partners that may be used with Altacogni products. Altacogni can be required by law to disclose the Service User’s personal information in order to comply with any legal obligation, or to protect the rights, property, or safety of Altacogni and their partners, or their Service Users. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

### 5. How does Altacogni store the Service User’s information?

5.1 The Personal Data that Altacogni collects may be transferred to, and stored in, Sweden or at a destination outside of the European Economic Area. Staff operating in or outside of the European Economic Area who works for Altacogni or for one of Altacogni’s partners may process this information to fulfill payments, ship orders, or provide support services. Altacogni will take all steps reasonably necessary to ensure that the Service User’s data is treated securely and in accordance with this Privacy Policy by making sure that appropriate safeguards are in place to protect your Personal Data when it is transferred to third countries. The Service User has the right to obtain a copy of the safeguards used by Altacogni for transferring data to third country. Altacogni will permanently delete the Service User’s Personal Data within one (1) year after the Service User has deleted and terminated its user account for the Services.

### 6. Does Altacogni use ‘cookies’?

6.1 Altacogni uses ‘cookies’, which are files stored on the Service User’s computer’s hard drive by the Service User’s browser or on the Service User’s mobile device by the Altacogni App. Cookies helps Altacogni identify account holders and to optimize the user experience of the websites and the Services. Altacogni and its partners’ use a number of different ‘cookies’; please contact Altacogni to receive the list of ‘cookies’ currently used. The Service User can choose to have its computer warn each time a cookie is being sent, or choose to turn off all cookies in its browser or mobile application. The Service User does this through its browser or mobile device settings. If the Service User disable cookies, some features will be disabled and the Service User’s site experience may be impaired. In addition, parts of the Services may not function properly or as intended.

### 7. Third party disclosure

7.1 Altacogni does not sell, trade, or otherwise transfer the Service User’s Personal Data to third parties. But Altacogni may share aggregated statistics, demographic information, or other anonymous data, in aggregated form with Altacogni’s marketing partners, advertisers or other third parties for research purposes. Other IT service providers that we use may also get access to the Service User’s Personal Data.

**8. Links**

8.1 Altacogni may display advertisements from third parties and other content, which links to third party websites. Altacogni cannot control or be held responsible for third parties' privacy practices and content. Please read their privacy policies to find out how they collect and process your Personal Data.

**9. Children**

9.1 The Service is not directed to children under the age of 16, and Altacogni do not knowingly collect Personal Data from children under the age of 16. If the Service User is under 16 years of age, do not use the Service and do not provide any Personal Data to us. If Altacogni discover that a child under the age of 16 has provided Altacogni with Personal Data, Altacogni deletes it.

**10. Your rights**

10.1 The Service User has the right of access to the Personal Data that is processed regarding him or her, regardless of how the data has been collected, and to request rectification of the data. The Service User is also, during certain circumstances, entitled to request the erasure or restriction of the data or to object towards the Altacogni's processing. The Service User is further, during certain circumstances, entitled to receive the Personal Data processed by Altacogni concerning the Service User in a structured, commonly used and machine-readable format and have the right to transmit the Personal Data to another data controller.

10.2 If you are of the opinion that the Personal Data is being processed in breach of applicable data protection legislations, you are entitled to lodge a complaint to a competent supervisory authority.

**11. Contact Us**

11.1 If the Service User wishes to exercise his or her rights according to this Privacy Policy, the Service User may contact Altacogni. Such request can be made in writing to [legal@altacogni.com](mailto:legal@altacogni.com)