

Terms and conditions – ELITKOMMUNIKATION Standard Agreement

§1. Definitions

In this document, the terms, "ElitKommunikation", "Appway", "we" and "our" are used to refer to Appway Marketing AB (Org nr: 559237-3327). The term "Customer" and "you" are used to refer to the part who enters into this agreement with Appway Marketing AB.

§2. Restrictions

The Customer must be a Business, an Organization, a Corporation or a Legal entity. Any representative of the Customer must be at least 18 (eighteen) years of age to participate or access any services contained in this agreement. Appway assumes no responsibility or liability for any misrepresentation of your business or any misrepresentation of the age of any of the Customer's representatives. By purchasing our services, you warrant that you have read and reviewed this agreement and that you agree to be bound by it.

§3. Assignment description

The description of the assignment and the deliverable is as it is stated on our specific sales page in the section Deliverables or as it is stated in the section My offer in an offer or email documents. Our offer may include but not limited to one or more of the following offers; online lecture, online workshop, master class, strategy, 1-to-1 online meeting, online strategy meetings, checklists, roadmap, online coaching sessions and other forms of Customer specific online meetings, online education programs, pre recorded digital content, prerecorded lectures, subscription based digital content, digital content in our educational academy and other related pre recorded or customized digital content. Upon purchasing our education program, pre-recorded lectures, digital resources and digital pre recorded content, and subscription based digital content, one or more e-mails will be sent to the Customer with instructions on how to access the content. Upon purchasing our non-pre recorded content; online lecturers, master classes, strategy meetings and workshops, the Customer will receive an e-mail with a link to a digital calendar or booking tool where the Customer select an available time for the digital meeting. The email will be sent to the e-mail address the Customer used when completing the payment. If a service includes more than one meeting, it is the Customer's responsibility to make sure they schedule the remaining meetings within the defined time period stated on the salespage.

§4. Fees

All fees are stated in EURO excluding VAT and excluding any other sales taxes and local taxes. It is up to you to be informed about which local taxes apply. The entire amount must be paid before the payment is seen as paid in full. Customers with their business registered in Sweden, purchasing our services via our website will receive an extra VAT-invoice to be paid in full before the payment is seen as paid in full.

§5. Payment terms

Advance payment via PayPal or advance payment via invoice and bank transfer (Bankgiro). For subscription services, an additional advance payment is required before every new license period begins.

§6. Delivery time

Stated delivery time on any sales page and on any sales material are estimated delivery times. The delivery time starts earliest seven business days from the day that the payment is received in full. The Customer is required to provide its organization number, registered name, country, and VAT number before the delivery time starts. If the deliverable is in form of one of more private meetings with Appway, Appway suggests times for delivery, the Customer must select any of the suggested meeting times within 7 days of payment, the estimated delivery time for the first private meeting is 6 months, if the deliverable consists of more than one private meeting and no delivery time is stated, it is the Customer's duty to schedule all the remaining private meetings within 6 months of the first meeting. Delivery must primarily take place during office hours during Swedish weekdays, Swedish time between 10:00 to 16:00, Monday to Friday. In the event of a delay due to any condition on the Customer's side or other similar circumstances, Appway shall be entitled to a reasonable time extension.

§7. Limited License

By purchasing our services, online education program, subscriptions-based services, master classes and any pre-recorded lectures or digital resources, the Customer is granted a single-use, non-exclusive, non-transferable, revocable license to access, view or use, our services, online education program, the subscriptions-based services, master classes, pre-recorded lectures and digital resources. The time period the license is valid is two weeks if not otherwise express written by Appway. The Customer is only allowed to access, view or use our services, online education program, subscriptions-based services, master classes and any pre-recorded lectures or digital resources during the period that the license is valid. It is the Customer's duty to make sure to access, view or use our services, online education program, subscriptions-based services, master classes and any pre-recorded lectures or digital resources before the license expires. If the Customer does not access, view or use our services, online education program, subscriptions-based services, master classes and any pre-recorded lectures or digital resources before the license expires, the Customer is not granted a refund or cancelation, the Customer is not granted an extended time period for the license, and this action can not be interpered as failure to deliver. The license is granted to one individual person in the company if not otherwise express written by Appway. All ownership rights in the intellectual property related to the purchase remain with Appway and the Customer may not use or reproduce any of the content in any manner, without the express written consent from Appway. Any violation of the copyright or trademark rights of Appway shall result in immediate termination of access to the digital resources without refund.

§8. Copyright

The material in our educational program, subscriptions-based services, master classes and any pre-recorded lectures or digital resources is covered by the provisions of the Swedish Copyright Act (Upphovsrättslagen 1960:729) and by other applicable laws, policies, regulations, and international agreements that address intellectual property rights. Except as granted in the limited license, any use of our services, online education program, subscriptions-based services, master classes and any pre-recorded lectures or digital resources, including modification, transmission, presentation, distribution, republication, or other exploitation of the material or of its content, whether in whole or in part, is strictly prohibited without the prior written consent of Appway.

§9. Service interruptions

We may need to interrupt your access to our services, online education program, subscriptions-based services, master classes and any pre-recorded lectures or digital resources, to perform

maintenance or emergency services on a scheduled or unscheduled basis. You agree that your access to any of our material, content, resources, systems, platforms, and websites etc. may be affected by unanticipated or unscheduled downtime, for any reason, but that Appway shall have no liability for any downtime or loss caused as a result of such downtime.

§10. Passwords

Any passwords and user IDs used for any of our services or resources are for the Customer's individual use only. The Customer is responsible for the security of their password and user ID (if any) and is responsible for all activities that occur under their user ID and password. The Customer agrees to notify Appway immediately of any unauthorized use of their password or account or any other breach of security. Appway will be entitled to monitor passwords and user IDs and, at its discretion, require Customers to change passwords. The Customer further agrees that Appway will not be responsible for the unauthorized use of a Customer's profile by any other person and is under no obligation to confirm the actual identity of any password or user ID. Appway cannot and will not be liable for any loss or damage arising from a Customer's failure to comply with these provisions.

§11. Rescheduling

Appway have the right to reschedule any meeting, online meeting, master class, consulting session, live session, or delivery meeting of any kind for any reason at any time without prior notice. Appway shall not be liable for any losses or damages of any kind related to rescheduling, delayed delivery times. The Customer has the right to reschedule a private online meeting (an online meeting with only representatives from the Customer's organization and representatives of Appway) without being charged extra fees until 30 days before the scheduled meeting. If the Customer is rescheduling the meeting between 30 days and 14 days of the scheduled meeting, the Customer will have to pay an extra 10% of the original fee and if the Customer is rescheduling the within 14 days of the scheduled meeting, the Customer will have to pay an extra 30% of the original fee. Any rescheduling fee shall be paid in advance via PayPal or in advance via invoice and Bank transfer (Bankgiro). The rescheduling must be done in writing and sent to the email address team@appwaymarketing.com and the email subject shall have the following format "order number – reschedule a meeting", if the customer wants to reschedule a new time for a meeting, Appway suggests times for the meeting, it is the customers duty to select one of the suggested times so the meeting can be held during the time period the license is valid. A meeting is seen as scheduled when confirmed written by both parts.

§12. Legal Disclaimer – Technology

Appway shall not be liable for any losses or damages of any kind related to any websites, hosting platforms or any other technology used in the delivery of our services being unavailable or unusable for any reason whatsoever. The Customer hereby agrees to have the necessary Internet connection and other technology in order to access, view, use and participate fully in our services, subscriptions-based services, master classes, or digital content or course material or digital resources.

§13. Legal Disclaimer – Not Professional Advice

Appway provides the information contained in our services, subscriptions-based services, master classes, or digital content or course material or digital resources to the Customer for informational and educational purposes only. The information contained in our services, subscriptions-based services, master classes, or digital content or course material or digital resources, including any interactions with instructors, and participation in any social media groups or chats, and shall not be understood or construed as professional advice. The Customer shall be required to use their own

judgment in applying the information provided in our services to their own personal circumstances and may wish to get additional professional advice where appropriate.

§14. Limitation of liability

In no event shall Appway and its partners, employees, consultants, agents or licensors be liable for damages of any kind including, without limitation, any direct, special, indirect, punitive, incidental or consequential damages including, without limitation, any loss or damages in the nature of or relating to lost business, lost savings, lost data or lost profits arising from your use of, reliance upon our services, subscriptions-based services, master classes, or digital content or course material or digital resources, regardless of the cause and whether arising in contract (including fundamental breach), tort (skadestånd) (including negligence), or otherwise. The foregoing limitation shall apply even if Appway knew of or ought to have known of the possibility of such damages.

§15. Disclaimer of warranties

Our services, subscriptions-based services, master classes, digital content, course material and digital resources are provided “as is” and “as available”, without warranty, promises, guarantees or condition of any kind, either express or implied. Appway expressly disclaims all warranties and conditions, including any statutory or implied warranties or conditions in respect to our services, subscriptions-based services, master classes, digital content, course material and digital resources. While Appway endeavors to provide content that is correct, accurate and timely, no representations or warranties are made regarding our services, subscriptions-based services, master classes, digital content, course material and digital resources including, without limitation, we provide no representation or warranty that (i) our services, subscriptions-based services, master classes, and digital content or course materials or digital resources will be accurate, reliable, complete, current, timely or suitable for any particular purpose, (ii) the operation of the hosting platform will be uninterrupted or error-free, (iii) defects or errors in our services, subscriptions-based services, master classes, and digital content or course materials or digital resources will be corrected, (iv) the hosting platform will be free from viruses, malware, worms or other harmful components, and (v) communications to or from the hosting platform will be secure and/or not intercepted. You acknowledge and agree that you are using our services, subscriptions-based services, master classes, and digital content or course materials or digital resources at your own risk and liability. The maximum liability of Appway arising from or relating to this agreement is limited to the amount paid by the Customer in the last six (6) months. This section applies to any and all claims by the Customer, including, but not limited to, lost profits or revenues, consequential or punitive damages, negligence, strict liability, fraud, or torts of any kind. Any claim shall be done within 30 days of the delivery.

§16. Cancellation Policy

The Customer is not entitled to cancel any purchase. For subscription-based services with recurring payments (prenumerationsbaserade tjänster med återkommande betalningar), the subscription will automatically be renewed unless the Customer explicit cancels the subscription. The Customer has the right to cancel (säga upp) a subscription-based services with recurring payments up to 60 days before the subscription period ends. The cancellation (uppsägningen) must be done in writing and sent to the email address team@appwaymarketing.com and the email subject shall have the following format “order number – cancel subscription”. Appway has the right to check and verify the correct origin and the authenticity of the email and the representative of Customer may be required to provide more information to prove their identity.

Appway have the right to cancel (säga upp) any subscription for any reason when we so wish, if the cancellation (uppsägningen) by Appway is done before the delivery begins, the Customer will get a refund of the paid amount minus the transaction fees from PayPal.

Appway obtain a unilateral right of cancellation (hävningsrätt), which means that Appway has the right to cancel (häva) the agreement during the course of the agreement when we so wish (Appway erhåller ensidig hävningsrätt vilket innebär att Appway har rätt att upphäva avtalet under avtalets gång när Appway så önskar), if Appway cancels (häver) the agreement during the time period the license is valid and the Customer has not breached the agreement, the customer has a right to refund of the paid amount minus a percent number of the paid amount corresponding to the following calculation, the number of delivered deliverables divided by the total number of deliverables listed on the specific sales page minus the transactions fees from PayPal. Appway shall not be liable for any losses or damages of any kind related to a cancellation.

§17. Refund Policy

The Customer is not entitled to any refunds.

§18. Entire agreement

This agreement constitutes the entire understanding between Appway and the Customer with respect to any of our services. This agreement suspends and replaces all prior agreements and understandings, written or oral.

§19. Language and communication

All communication between the Customer and Appway shall be in Swedish or in English. Any communication from the Customer to Appway shall be sent to team@appwaymarketing.com and the email subject shall have the following format: "order number – question".

§20. No waiver

In the event we fail to enforce any provision of this agreement, this shall not constitute a waiver of any future enforcement of that provision or any other provision. Waiver of any part or sub-part of this agreement will not constitute a waiver of any part or sub-part.

§21. Severability

If any part or sub-part of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of the agreement shall continue in full force.

§22. Force majeure

Appway is free from liability when loss, damage or delay is caused by law, act of war, pandemic, storm, technical disturbances, strike (both contractual and non-contractual), lockout, blockade or other circumstance which Appway could not reasonably have been expected to have anticipated and the consequences of which could not reasonably have been could have avoided or overcome.

§23. Dispute

Disputes concerning the interpretation and/or application of this agreement shall be settled according to Swedish law (Köplagen) by a general court (Allmän domstol) with Eskilstuna district court (Eskilstuna tingsrätt) as the first instance.

