

GENERAL TERMS AND CONDITIONS

This version of the General Terms and Conditions applies from 2020-12-18.

1. General

- 1.1 These General Terms and Conditions (the "**Terms**") applies when Again Technology AB, reg. no. 559260-9613, address Mailbox 639, 114 11 Stockholm ("**Again**"/"**We**"/"**Us**"), provides Again's consumer app where real customers can rate and review products, services and experiences. Evaluate their consumption, propose ideas and drive change together with their favourite companies. All based on a real transaction. (the "**App**") to private users ("**Users**"). If you are a company user, the agreement between Again and your company applies instead. By accepting these Terms, Users obtain a license to use the App as described in section 5 below. The license applies to all updates of the App provided by Again, unless such update is accompanied by separate license terms.
- 1.2 The functions provided and available from time to time in the App may vary. Again reserves the right to continuously develop, expand, restrict or otherwise change the App's design, technical specifications, systems and other functions.
- 1.3 All Users of the App must be over the age of 18.
- 1.4 Before the User starts using the App, the User must read and accept these Terms and make sure that he/she understands Again's processing of personal data described below and in our Privacy Notice.

2. Use of the App

- 2.1 Users' use of the App includes writing reviews and rating purchases, comment other User's reviews and otherwise publish, share and save content in the App ("**User Content**"). The User also receives access to content published by other Users.
- 2.2 The User is responsible for making sure he/she has the right to store, share and manage the User Content. Again would like to specifically make the User aware that the User Content may not;
- (i) include personal data defined as special categories of personal data (i.e. sensitive personal data) in applicable data protection laws;
 - (ii) infringe intellectual property rights of a third party;
 - (iii) act in breach of applicable law;
 - (iv) be of hateful or threatening nature; or
 - (v) include materials perceived as offensive or aggressive towards someone.

3. Third Party Terms and Conditions

- 3.1 In the agreements entered into between Again and the providers of app platforms where Again has chosen to make the App available for download, ("**Platform Providers**"), there are certain requirements for Again's Users. The User therefore undertakes to comply with the following:

- (i) The User confirms that these Terms are concluded between the User and Again only, and not between the User and the Platform Provider.
- (ii) The User confirms that Again, not the Platform Provider, is solely responsible for the App and the content thereof.
- (iii) The User confirms that the Platform Provider has no obligation whatsoever regarding the maintenance and support for the App.
- (iv) The User confirms that Again is solely responsible in accordance with these Terms for any warranties, except for warranties provided by the Platform Provider.
- (v) The User confirms that Again is solely responsible in accordance with these Terms to meet any claims from the User or third party relating to the App.
- (vi) The User agrees that, in the event of any third party claim that the App infringes on that third party's intellectual property rights, Again, not the Platform Provider, is solely responsible in accordance with these Terms for investigating, defend, settle and discharge such claims.
- (vii) The User represent and warrant that (i) he/she is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and (ii) he/she is not listed on any U.S. Government list of prohibited or restricted parties.
- (viii) The User undertakes to, in addition to these Terms, also comply with any applicable terms provided by the Platform Provider. The User acknowledges and agrees that the Platform Provider are a third party beneficiary of these Terms, and that the Platform Provider will have the right to enforce these Terms against the User.

3.2 To access the App, the User must log in with e-identification (such as BankID). The use of e-identification is regulated in terms and user instructions provided by the third party supplier of the e-identification service.

4. Technical Equipment

4.1 It is the User's responsibility to acquire, possess and maintain all necessary equipment to be able to use the App, such as a smartphone, tablet or other mobile device, computer, software, internet subscription and mobile subscription.

5. Intellectual Property Rights

5.1 All intellectual property and technical solutions in and relating to the App, belongs to Again or Again's subcontractors. Again and its subcontractors keeps all intellectual property rights available in the App, as well as all other published material, logotypes, images, videos, databases etc. Such material may not be used by the User without written consent from Again unless necessary to fulfil these Terms.

5.2 The User hereby receives a non-exclusive and non-transferable license to use the App on a unit owned or controlled by the User.

5.3 The User may not (or try to) (i) perform reverse engineering, decompile, disassemble the code for the App except to the extent as permitted by applicable

mandatory law, (ii) circumvent any technical limitation in the App, (iii) make more copies of the App than as permitted by applicable mandatory law, (iv) make the app available for others by copying, distribute, sublicense, lease, or lend the App, or (v) transfer the App or these Terms to third parties.

5.4 Again is entitled to use the User Content to enable Again to provide the App, including that the User's published reviews, ratings and comments are made available for other Users and for Again's collaborating companies.

6. Availability, Interruptions and Cancellation

6.1 Even if Again has the ambition to maintain high availability of the App and provide it without technical interruption, Again cannot guarantee that the App will always be fully available. For example for security reasons or for technical or maintenance reasons, Again may from time to time need to limit or interrupt the availability of the App.

6.2 Again is entitled to, without prior message to the User, cancel or partially cancel the User's access to the App:

- (i) in case of repeated failed login attempts to the App;
- (ii) in case we suspect unauthorised use;
- (iii) if the User violates guidelines issued by Again or a third party, Again has reasonable grounds to assume that the App may be used in breach of these Terms or in violation of applicable laws, regulations or official decisions; or
- (iv) if the User, when using the App, acts in a manner that may harm Again or third party.

6.3 Again is not liable for any direct or indirect damages or loss that the User or others may suffer as a result of such interruptions, limited availability or cancellation of the App as described in this section 6.

7. Liability and limitations of liability

7.1 Again's liability towards the User is limited to what is stated in these Terms and in mandatory legislation (such as consumer laws).

7.2 The App is available "as is" and Again, or third party collaborating with Again in providing the App, are not liable to compensate the User for any damage arising due to the App not meeting the User's expectations. Again does not give any warranties and is not liable for any expressed, implied or statutory warranties, including warranties of quality, ownership, absence of infringement of third party rights, or that the App is fit for a particular purpose.

7.3 The User is solely responsible for his/her use of the App and the technical equipment, software and other equipment required for the use and access to the App. Again, or third party collaborating with Again in providing the App, are not liable for damage caused due to the User's neglect to act according to these Terms, Again's instructions or terms provided by the Platform Provider.

7.4 Again is not liable for any deletion of User Content, unless otherwise provided in mandatory laws.

7.5 Users must present claims within three (3) months from the time the damage was discovered or should have been discovered. A User who fails to do so loses the right to claim damage against Again.

- 7.6 Again, or third party collaborating with Again in providing the App, are only liable for proven and reasonable costs that have arisen as a direct result of Again's negligence. However, Again is never liable for damages or losses relating to business activities or indirect damage such as loss of profit or other consequential damages, except in the event of intent or gross negligence or if liability follows from mandatory law.
- 7.7 Again's total liability in damages for a twelve month period shall be limited to twenty percent (20%) of the price base amount of the Swedish National Insurance Act (2010:110).
- 7.8 Again is released from liability relating to circumstances beyond Again's control, such as new legislation, official decisions, war, strike, blockade, boycott, lockout, natural disaster or other similar circumstance. Strike, blockade, boycott and lockout also includes when Again is subject to, or undertakes, such measures. Again is also relieved from liability for failure to perform its obligations in the Event that Again, or Again's subcontractors, fail to perform its obligation due to a circumstance beyond their reasonable control that prevents or significantly impedes fulfilling the obligations under these Terms, for example disturbances in data processing and transferring, or other similar technical issues.
- 7.9 If damage occurs, the Parties shall take reasonable measures to limit their damage. If a Party neglects this, the compensation can be reduced accordingly.
- 7.10 The User shall indemnify Again for damaged caused by the User's use of the App, for example if the User's use causes malfunctions or downtime. The User is liable for damage or loss affecting Again, a third party or the User itself if the User has neglected these Terms.

8. Pricing

- 8.1 Again does not charge the User for the User's use of the App. The User is responsible for communication and subscription fees as well as any other costs for necessary equipment to be able to use the App.

9. Complaints

- 9.1 Should any problems arise for the User when using the App, or if the User is dissatisfied with the App, the User may present this to Again by emailing hello@again.app. Again will try to find a solution for the User.

10. Right of Withdrawal

- 10.1 By accepting these Terms, the User also acknowledges that there is no right of withdrawal for the App since the App is digital and access to the App is instant upon download.

11. Personal Data and Cookies

- 11.1 Again collects and processes User's personal data. Detailed information about Again's processing of personal data can be found in Again's Privacy Notice available <https://again.app/privacy> It is important that you read and make sure that you understand and agree with Again's processing of personal data. If you do not agree with how Again processes personal data, you should not download and use the App.

- 11.2 Again uses cookies for the App and for our website (<https://again.app/>). More information about our use of cookies can be found in our Cookie Information available <https://again.app/cookies>

12. Term and Termination

- 12.1 These Terms shall enter into force between Again and the User on the day the User starts using the App and for as long the User is using the App, or in the event the Terms are updated, on the Date stated at the beginning of these Terms. The User can terminate these terms by ceasing all use of the App and deleting all complete or partial copies of the App. In the event the user resumes its use of the App, these Terms are again applicable between Again and the User for such use and applies until further notice.

- 12.2 Again may at any time cancel the user's access to the App and delete all User Content if:

- (i) the User uses the App in violation of applicable law, regulation or binding rules from authorities;
- (ii) it can be assumed that the user will not fulfill its obligation's under these Terms or other obligation towards Again, or such third party that Again collaborates with; or
- (iii) the User has not used the App for a period of one (1) year.

13. Access to Terms and Information

- 13.1 Users can always access these Terms and other information regarding Again via the App and Again's website (<https://again.app/>).

14. Subcontractors and Assignments

- 14.1 Again may use subcontractors to fulfil its obligation under these Terms. Again shall ensure that the agreements with such subcontractors contain necessary obligations regarding security and processing of personal data.

- 14.2 Again may, without the User's consent, wholly or partially assign its rights and obligations according to these Terms.

- 14.3 Users may not assign their rights and obligations according to these Terms without the prior written consent of Again.

15. Amendments

- 15.1 Again reserves the right to make amendments and/or additions to these Terms. Such changes of the Terms are notified to the User by Again through publication in the App and on the website no later than one (1) month before the changed version of the Terms enters into force. However, in the event changes in law, regulation or binding decision from government obligates Again to change the Terms immediately, Again may make such changes and notify the User that the changes enters into force immediately. If the User does not agree with the changed Terms, the User may stop all use of the App and delete all complete or partial copies of the App.

16. Applicable law

- 16.1 These Terms are governed by the substantive law of Sweden.
- 16.2 Any dispute, controversy or claim arising out of or in connection with these Terms, shall be settled by the Courts of Sweden.