

General Terms & Conditions: Platform Users

Welcome to Hemla, a technology company shaping the future of home security! These General Terms and Conditions ("**GTC**") govern your access to and use of our platforms, including content, services, and features offered through it. Our GTC are designed to ensure a safe, transparent, and legally compliant environment for all our users. They outline your responsibilities as a user, as well as our commitments to providing secure and reliable services.

By accessing or using the platforms, you agree to comply with and be bound by these GTC. Please read them carefully before using our services, together with our Privacy Notice. If you do not agree to these GTC, you may not access or use any of our platforms. By continuing to use the platforms, you acknowledge your acceptance of these terms in full.

1. Scope and Service Provider

1.1 These GTC apply to (i) content, services and features that Hemly Security AB, u.n.t. Hemla AB ("**Hemla**", "**we**", or "**us**") offers and makes available to you, the user, ("**You**", or "**User**") through our Apps, Websites or Weblinks (collectively, our "**Platform**"), in these GTC individually referred to as a "**Service**" and collectively as the "**Services**", as well as to (ii) your access to and use of the Platform.

1.2 You will find the most recently updated information on the Services we offer at any given time, including their respective features, functionalities and prices, via the Platforms. Hemla reserves the right, at its own discretion, to add, change or remove Services, features, functionalities and prices from time to time.

2. Acceptance of Terms

2.1 General Terms and Conditions

By registering, accessing, or using the Platform, including the Services offered on the Platform, You agree to comply with and be legally bound by these General Terms and Conditions ("**GTC**"). If You do not agree to any part of these GTC, You may not use the platform. You also acknowledge that Hemla processes your personal data in accordance with Hemla's Privacy Notice.

2.2 Service-Specific GTC

You as User acknowledge and agree that certain Services and parts of the Platform are subject to separate terms and conditions, which will apply in addition to these GTC ("**Service-Specific GTC**"). Such Service-Specific GTC will be disclosed separately to You in connection with the purchase or use of the relevant Services and/or parts of the Platform. Any Service-Specific GTC provided by Hemla separately will, in the event of a conflict, prevail over these GTC.

3. User Registration and Account

3.1 Eligibility

To use the Platform, You must be at least 18 years old, and capable of forming legally binding agreements. By registering to an account, You represent and warrant that You meet these eligibility requirements.

3.2 Account Creation

Users must create an account to access certain Services or parts of the Platform. You

agree to provide accurate and up-to-date information during the registration process and keep your account credentials secure. Hemla will not verify or investigate the accuracy of your credentials or any other information that You provide when signing up for an account or thereafter. Incorrect or outdated information may for example result in Services not being executed or delayed.

3.3 **Personal Account**

Your account is personal and may not be transferred to or used by anyone else.

3.4 **Submission of information**

When You register and use your account, You will be required to provide certain information about yourself. To a certain extent, You can influence what information You provide to us, but certain information is mandatory. You are responsible for ensuring that the information provided in connection with the account creation or the Services is correct, including (but not limited to) any personal data provided to Hemla at any time. You are responsible for informing Hemla of any change in the data provided, especially to your e-mail address and phone number. Any e-mail that Hemla sends to your e-mail address and text message to your phone number shall be deemed to have been received by You within two (2) days of the e-mail/text message being sent. If You provide certain information about someone else, You are responsible for informing that person that Hemla will keep that person's personal data, and inform him or her about where to find our Privacy Notice.

3.5 **Account Responsibility and Liability**

You are solely responsible and liable towards us for all activities conducted or that occurs in connection with your account, and the accuracy of all information provided relating thereto, including without limitation, contact and payment information and your credentials. You are also responsible for protecting and safeguarding your credentials from unauthorized use. You must promptly update your credentials or any other account related information if it is or becomes incorrect, insufficient or if it changes. You must also notify us of any unauthorized use of your account and/or credentials. You may only connect to the Platforms through your account using the credentials.

4. **Platform Use**

4.1 **Permitted Use**

You agree to use the Services and the Platform in compliance with applicable laws and regulations and these GTC. You may not use the Services and Platform for any illegal or unauthorized purpose.

4.2 **Prohibited Conduct**

Users must not use the Platforms or Services in any way that causes, or is likely to cause, the Services to be interrupted, damaged or impaired in any way or that compromises, or attempts to compromise, the Platform's security or integrity. You are solely responsible for all electronic communications and content sent from your device to us, and You must use the Platform and Services, your device and any other forums provided by Hemla appropriately and for lawful purposes only. You also agree not to use the Platforms and Services for any fraudulent purposes, or in connection with a criminal offense or other unlawful activity or to send, use, reuse, posting or transmitting any material that does not belong to You; or is illegal, offensive (including but not limited to material that is sexually explicit content or which promotes racism, hatred or

physical harm), deceptive, misleading, abusive, indecent, harassing, defamatory, libelous, obscene, pornographic, or is in breach of copyright, trademark, confidentiality, privacy or any other proprietary information or right; is otherwise injurious to third parties and/or contrary to applicable laws in Your country of residence. Users are further prohibited from using bots, crawlers, or similar methods to extract data.

5. User Content

5.1 Content Ownership

You retain ownership of any content (if any) You post, submit or transfer to the Platform ("**User Content**"). However, by posting, You grant Hemla a worldwide, non-exclusive, royalty-free license to use, distribute, and display such content as part of our Services and Platforms.

5.2 Content Responsibility

You are solely responsible for the User Content You post, submit or transfer. Hemla does not endorse or take responsibility for any User Content posted, submitted or transferred on the Platform or as part of our Services.

5.3 Content Removal

Hemla reserves the right to remove or modify any content that violates these GTC or is deemed inappropriate at its sole discretion.

6. Information, Marketing and Offers

6.1 If You have an account, Hemla will provide You with information about our Services, marketing material, offers and benefits, via the Platforms. The information, material, offers and benefits given to You may be based on information we receive, collect and create about You, e.g. preferences, choices, and click history.

6.2 As part of providing the Services, Hemla may contact You by mail, telephone, SMS, e-mail, push notifications or directly via the Platforms for the purpose of communicating regarding the Services. In addition and when applicable, Hemla may contact You via the same means of communication regarding promotions or similar activities, products and events that are related to the Services or our business and business offering in general. If You have separately agreed thereto, Hemla may also contact You via other means of communication, for example via third party social media platforms, for instance if You approach us on such platforms. All communication between Hemla and You shall be in accordance with Hemla's Privacy Notice.

7. Payment and Fees

7.1 Subscription and Fees

Several Services on the Platform require payment or subscription. Users will be informed of such applicable fees, and all payments must be made in a timely manner according to specified terms in the Service-Specific GTC or as advised on the Platform. In the event of default of or a delayed payment, Hemla may suspend or terminate your access to the Platform or Services. Additionally, Hemla may to the extent permitted by law charge You reasonable late payment interest, reminder fees, and where applicable, statutory debt collection fees.

7.2 **Payment Methods**

Payments can be made through the approved methods displayed on the Platform. You agree to provide accurate payment information and authorize us to charge the applicable fees. We may offer payments through third party payment service providers. If so, the payment provider will handle the transaction accordingly once the purchase has been completed. You might have the option to select several payment options including credit card, bank wire transfer, and invoice. Note that Hemla may refuse or block credit cards which are not issued in the country in which the Service is offered to You. Hemla also reserves the right at any time and at its own discretion to deny certain types of credit cards.

7.3 **Refund Policy**

Refunds will only be provided in accordance with our Refund Policy, which can be found on the Platform.

8. **Privacy and Data Protection**

8.1 **Privacy**

Our collection and processing of personal data are outlined in our Privacy Notice. The notice will provide You with information about your rights regarding your personal data, and how You can contact us if You have any questions. By using the Platform, You acknowledge that You have read the Privacy Notice and that You understand that Hemla processes your personal data in accordance with this.

8.2 **Data Security**

Hemla implements industry-standard security measures to protect User data. However, we cannot guarantee complete security, and you acknowledge that your use of the Platform is at your own risk, without any liability of Hemla.

8.3 **Cookies**

Hemla may use cookies. If so, you will find a Cookie Policy published on the relevant Website for more information on our use of cookies and your rights.

9. **Intellectual Property**

9.1 **Platform Ownership**

The Platform and the Services are our copyrighted property and contain the copyrighted property of our licensors. All content, trademarks, service marks, logos, trade names, trade dress, patents and other intellectual property rights related to the Platforms or the Services or in the content available to You from within the Platform and Services are owned by us or our licensors or any affiliated companies. Except as we specifically agree in writing, no element of the Platform or the Services or its content may be used or exploited in any way other than as part of the Platform use or Services offered to You under these GTC. We retain full and complete ownership of the Platform and Services and all the intellectual property rights vested therein. We do not transfer rights or title to any portion of the Platform or Services to You nor do we transfer any rights or title to any portion of the content made available from within the Platform or Services to You. Nothing provided by any brand owned or licensed by Hemla should be construed as granting, by implication or otherwise, any license or right of use of any trademark displayed on or within the Platform or Services to You.

You may not reverse engineer or attempt to extract the source code of any software, unless laws prohibit these restrictions, or You have our written permission to do so.

10. Third Party Content and Links

10.1 External hyperlinks and Third Party Content

The appearance of external hyperlinks and/or other elements generated by third parties accessible from the Platform or the Services does not constitute endorsement by Hemla of the opinions or views expressed by such third parties' on or outside of their websites/social media platforms. Hemla does not verify, endorse or take responsibility for the accuracy, currency, completeness or quality of the content contained on these third parties' sites. Furthermore, Hemla is not responsible for the quality or delivery of any products or services offered, accessed, obtained by or advertised at such third parties' sites/social media platforms. As such, Hemla will not be responsible for content provided on any third-party website/social media platform, and further Hemla will under no circumstances be liable for any direct or indirect loss or other damage, whether arising from negligence, breach of contract, defamation, infringement of copyright or other intellectual property rights, caused by the exhibition, distribution or exploitation of any information or content contained within these third party hyperlinked websites/social media platforms. Hemla does not control those third-party services nor its content. You should carefully read any agreement, terms and privacy policies presented to You that apply to such third-party services and/or content.

11. Limitation of Liability

11.1 No Warranties

We continuously strive to keep the Services and the Platform available around the clock, seven (7) days a week. However, the Services and the Platform is provided "as is" and "as available" without any warranties, express or implied. Hemla makes no guarantees regarding the availability, security, or reliability of the Services or the Platform. The Platform and Services may experience temporary interruptions due to technical difficulties, providers, maintenance or testing, or updates, including those required to reflect changes in relevant laws and regulatory requirements. Hemla is not liable for any errors, interruptions, disruption or similar of the Platforms nor the Services, including disruption to mobile networks or in the service of internet providers.

11.2 Hemla's Liability and Limitation of Liability

Hemla is not liable to reimburse any loss or damage that You incur as a result of Your use of our Platform or our Services, including our performance of the Services, or any breach by Hemla of these GTC, as long as we have exercised normal care. Hemla's maximum liability to You is limited to 100% of the applicable fees paid by You during the 12 months immediately prior to Your claim. Hemla is in no case liable to You for loss of data, profits, revenues, savings or goodwill, or any other type of indirect, consequential, extraordinary, exemplary, punitive or special loss or damage. However, the foregoing limitations do not apply with respect to death or personal injury, or with respect to any loss or damage we cause you intentionally or through gross negligence.

11.3 User's Liability for breach of GTC

By accepting these GTC, You acknowledge that You are responsible for and Hemla

may hold you liable for any damages, losses or costs that Hemla incurs as a result of Your breach of these GTC.

11.4 **Force Majeure**

Hemla shall not be liable or responsible to You, nor be deemed to have defaulted under or breached these GTC, for any loss or damage arising from its failure or delay in fulfilling or performing any obligation under these GTC, when and to the extent the failure or delay was caused by or results from circumstances outside Hemla's reasonable control, which could not reasonably have been foreseen by Hemla prior to entering into these GTC, such as pandemic, epidemic, war, act of terrorism, fire, natural disaster, industrial action, governmental decrees, interruption in public transport or similar events.

12. **Termination**

12.1 **Termination by User**

You may terminate your account at any time by following the account termination procedures provided on the Platform. Please note that Service-Specific GTC may regulate binding commitments, payment obligations, term, early termination and termination notice periods for specific Services, which has precedence over these GTC.

12.2 **Termination by Hemla**

We reserve the right to terminate or suspend your account and/or restrict your access to and use of the Platform or Services temporarily or permanently, at our discretion, with immediate effect, upon written notice, if (i) you are in breach of these GTC or any applicable laws, rules or regulations, (ii) we believe you are using the Platform or the Services in a fraudulent or illegal way (including if your account was created with a false identity or contains intentionally incorrect information) or in any other way that may cause damage to Hemla or any third party, or your use poses a security or legal threat to the Platform or the Services; (iii) if we reasonably consider it necessary to comply with our legal obligations or to protect us against any legal or regulatory risks, (iv) a potential or actual security incident or technical problem occur/might occur, or (v) otherwise in accordance with these GTC. In addition, You agree that Hemla may terminate terminate or suspend your account and/or restrict your access to and use of the Platform or Services temporarily or permanently, for convenience on written notice, e.g. if Hemla cannot provide the Platform or a Service for any reason or ceases to provide the Platform or the Service. Such termination shall take effect no earlier than 3 months from the written notice, and, when relevant, You will have the right to be reimbursed for payments made in advance for Services not yet performed.

12.3 **Passivity**

Note that your account may be automatically terminated if You have not used your account in logged-in mode for twenty-four (24) months.

12.4 **Effect of Termination**

Upon termination, your right to use the Platform and Services will cease immediately, but the following provisions will survive: Intellectual Property, Limitation of Liability, Governing Law, and any other provisions intended to survive termination. Please note that in the event of termination, the use of the relevant Platform or Service (or all

Services if applicable), including features provided in, or managed via, the Platforms, will no longer be available.

13. Amendments

We reserve the right to amend these GTC at any time. Any changes will be effective upon being posted on the Platform. Continued use of the Platform after changes constitutes acceptance of the updated GTC. If You do not accept the updated GTC, you must stop using the Platform and Services, and if relevant, unregister your account.

14. Assignments of Rights

You may not assign or transfer Your rights or obligations under these GTC without the prior written consent of Hemla. Hemla may assign its rights and obligations under these GTC to a third party, provided that the third party undertakes Hemla's obligations to You under these GTC and can reasonably be expected to fulfill said obligations in a satisfactory manner.

15. Governing Law and Dispute Resolution

15.1 Governing Law

These GTC are governed by and construed in accordance with the substantive laws of Sweden, without regard to its principles of conflicts of laws.

15.2 Agreement

In case of a dispute between Hemla and You, the parties should first attempt to resolve the dispute by agreement. If the parties cannot agree, the dispute shall be settled by the general courts of Sweden.

15.3 Alternative Dispute Resolution

Alternatively, You may refer Your claim to Alternative Dispute Resolution in the following ways:

- a) You can file Your claim to the National Board for Consumer Disputes (Sw: Allmänna Reklamationsnämnden) at <https://www.arn.se/>; or
- b) You can get help resolving disputes with traders online without going to court via the European Commission's Website for Dispute Resolution.

16. Contact Information

For any questions or concerns regarding these General Terms and Conditions, please contact us at:

Hemly Security AB, u.n.t. Hemla AB, 559477-8358
Box 3309
103 66 Stockholm
Email: contact@Hemla.com

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