

GREATER THAN'S CUSTOMER TERMS OF SERVICE

Effective: January 27, 2022

1. The Parties

These Customer Terms of Service (the "Customer Terms") is made and entered into between Greater Than AB or any of its subsidiaries (collectively referred to as "Greater Than" or "we"), and the legal entity or physical person agreeing to these Customer Terms ("Customer" or "you"). These Customer Terms describe your rights and responsibilities when using any of Greater Than's offered products and/or services and its software, hardware such as e.g. apps, web pages and other features and services (collectively referred to as the "Service" or "Services").

2. Other terms and policys

The terms of any partner including insurance policy or claim governed by your applicable insurance policy, and any conflict between these Customer Terms, specific terms and conditions for the app, or electronic terms of delivery policy are governed by the applicable policy and applicable law. Greater Than's Privacy Policy, Terms and conditions for the pulse device or Electronic terms of delivery policy are incorporated into these Customer terms. Any conflict between the listed policies and these Customer Terms will be governed by the applicable policy.

3. Acceptance of the Customer Terms

Please carefully read these Customer Terms and all other rules and guidelines that we may communicate to you from time to time through the Service, including the Privacy Policy which are incorporated herein by reference (collectively, the Customer Terms"), as these terms create a binding legal contract between you and Greater Than. By accessing, using or availing yourself of the Service in any manner, you acknowledge that you have read, understood, and agree to be bound by and comply with the Customer Terms. If at any time you do not agree to these Customer Terms, you should immediately terminate any and all use of the Service. To the extent that you download and use any separate software applications from Greater Than (whether directly through the Service or made available to you through a third party application marketplace), your use of such application will be governed by the terms of the applicable end user license which will be incorporated into and made a part of these Customer Terms.

4. Accessing the Service

4.1 You must be an individual at least 16 years old to use the Service. Further, by using or registering for the Service, you agree to abide by and comply with these Customer Terms, and you acknowledge that you are accepting the benefit of the Service, subject to these Customer Terms.

4.2 Greater Than grants you permission to access and use the Service as set forth in these Customer Terms and consistent with the intended features of the Service, provided that: (i) you use the Service solely for your personal, private, non-commercial purposes; (ii) you do not reproduce, modify, publicly display, publicly perform, or

distribute any part of the Service, including any materials obtained from or included within the Service; (iii) you do not engage in any of the prohibited uses described below.

4.2 If you are accepting on behalf of the Customer, you represent and warrant that: (a) you have full legal authority to bind the Customer to these Customer Terms; (b) you have read and understand these Customer Terms; and (c) you agree, on behalf of Customer, to these Customer Terms. If you do not have the legal authority to bind the Customer, please do not use the Service.

5. Effective date

The Customer Terms are effective as of the date the Customer start to use the Service (the "Effective Date").

6. License

Greater Than hereby grants you a non-exclusive, time-limited, non-transferrable, non-sub-licensable, revocable license to use the Service (including the software) for non-commercial purposes, subject to these Customer Terms. Except as expressly licensed herein, you will acquire no rights in, and Greater Than grants you no rights with respect to, the Services. No implied licenses are granted and Greater Than reserves all rights not expressly granted herein.

7. Account information & responsibilities of registered users

7.1 In order to access some features of the Service, you will have to create an account.

You hereby represent and warrant that the information you provide to Greater Than upon registration (including information provided through your linked third party linked accounts such as Google, Apple, Facebook, and at all other times, will be true, accurate, current, and complete. You also hereby represent and warrant that you will ensure that this information is kept accurate and up-to-date at all times.

7.2 As a registered Customer, you will have login information, such as a username and password. Your account is personal to you, and you are responsible for keeping login information to your account safe, not to share user accounts and account information with, or allow access to your account by, any third party, not to abuse the account, or lend your account to any other person / organization / company. Access to and use of password protected and / or secure areas of this Service is restricted to authorized Customers only. As you will be responsible for all activity that occurs under your access credentials, you should preserve the confidentiality of your login information. If you have any reason to believe that your account information has been compromised or that your account has been accessed by a third party, you agree to immediately notify Greater Than by submitting a case to info@greaterthan.eu. You are solely responsible for your own losses or losses incurred by Greater Than and others (including other users) due to any unauthorized use of your account that occur. Unauthorized visitors attempting to access these portions of the Service can be search and prosecuted. We will use tracking to identify fraud.

7.3 In the event any Service require connection to a vehicle such as if you have insurance coverage or car sharing or other mobility service in relation with the Service, you will be required to connect the “app” to your vehicle’s Bluetooth or a wireless enabled device to your covered vehicle(s). The app and device are capable of collecting and communicating back a variety of diagnostic information about your vehicle and your trips. This information is used to enable features of the Service, including displaying maps of your trips.

8 Using the Service

8.1 You may use the Service solely for your private and personal use or your internal business use. You must not use the Service commercially. For example, you may not or attempt to offer to third parties a service of your own that uses the Service; you may not resell the Service, offer it for rent or lease, sublicense, distribute, assign, display, or offer it to the public via communication or integrate it within a service of your own, without the prior written consent of Greater Than. You must not copy, print, save or otherwise use the data from the Service or the Service’s database. This clause does not limit the use of the database as intended by the software and for the purposes of private and personal use of the Service. When using the Service, you may not engage in scraping, data mining, harvesting, screen scraping, data aggregating, and indexing. You agree that you will not use any robot, spider, scraper or other automated means to access the Service’s database for any purpose without the express written permission of Greater Than. You agree not to use the Service or any aspect or feature thereof for any unlawful purpose or in any way that might harm, damage, or disparage any other party. The Service may not be used in any way not expressly permitted by these Customer Terms.

8.2 You will not and you will not permit any third party to, (i) reproduce, modify or create any derivative work of, frame, mirror, republish, download, display, transmit or distribute any portion of the Services, except as expressly permitted herein; (ii) use the hardware or software in any unlawful manner (including, without limitation, in violation of any data, privacy or export control laws) or in any manner that interferes with or disrupts the integrity or performance of the Services, including the hardware or their components; (iii) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas, algorithms or Confidential Information (“Confidential Information” is anything that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure including all order forms, as well as non-public business, product, technology and marketing information) or any portion of the Services, except to the extent required by applicable law; (iv) use any portion of the Services or Confidential Information, to create any product or service that is substantially similar to, or competitive with, the Services or any other product or service of Greater Than; or (v) remove, obscure or modify any proprietary notices from the Services. You will not, in connection with accessing the Services, access, upload, store, distribute or transmit any virus, “Trojan horse,” timer, clock, counter, or other limiting design, instruction, or routine that erases data or programming or causes software or any hardware or computer system to become inoperable or otherwise incapable of being used in the full manner for which it was designed, or is designed to do so; or (vi) conduct any benchmark

or similar tests against any similar platform or service; or (vii) without Greater Than's express prior written consent, conduct any security analysis or any penetration or other security testing of the Services regardless of whether such testing is intrusive or not.

8.3 Without limiting the proceeding sentence, you agree that you will not, do or attempt to: Post, upload, publish, submit, or transmit any Customer Content that:

(i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy;

(ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability;

(iii) is fraudulent, false, misleading or deceptive;

(iv) is defamatory, obscene, pornographic, vulgar or offensive;

(v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group;

(vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or

(vii) promotes illegal or harmful activities or substances;

- Use, display, mirror or frame the Service or any individual element within the Service or any Greater Than's trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without a party's express written consent;
- Access, tamper with, or use non-public areas of the Site, Aegis Security Insurance Company, Greater Than's computer systems, or the technical delivery systems of Greater Than's providers;
- Attempt to probe, scan, or test the vulnerability of any system or network or breach any security or authentication measures;
- Avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by the Greater Than or any of Greater Than's providers or any other third party including another user to protect Greater Than or - site Content;
- Attempt to access or search Greater Than or Content or download Content from through the use of any engine, software, tool, agent, device or mechanism including spiders, robots, crawlers, data mining tools or the like other than the software and/or search agents provided by Greater Than or other generally available third-party web browsers;
- Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- Use any meta tags or other hidden text or metadata utilizing a Greater Than trademark, logo URL or product name without Greater Than's express written consent;
- Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use Greater Than or Content to send altered, deceptive or false source-identifying information;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide Greater Than or Content;

- Copy, modify or create derivative works based on the Content and Greater Than, other than your own Customer Content;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing Greater Than;
- Collect or store any personally identifiable information from Greater Than or from other Customers of Greater Than without their express permission;
- Impersonate or misrepresent your affiliation with any person or entity;
- Violate any applicable law or regulation;
- Publish or distribute any Content or Third Party Material without the prior written consent of the Greater Than;
- Access or use the Service for any commercial or business purpose, including without limitation for comparative or competitive research purposes;
- Transmit or upload any material that contains viruses, Trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious software programs;
- Encourage or enable any other individual to do any of the foregoing; or
- Use the Service in any manner whatsoever that could lead to a violation of any federal, state or local laws, rules or regulations.

9 Laws and regulations

9.1 You represent and warrant that, at all times, you will access and use the Services solely in full compliance with all applicable laws and regulations in the jurisdictions in which the Services are obtained, used, or in which you reside or operate, as well as in compliance with these Customer Terms. Each Customer shall (i) maintain the Services and all Confidential Information in strict confidence; and (ii) comply with all policies and procedures provided by Greater Than from time to time with respect to access to and use of the Services.

9.2 You will comply with any codes of conduct, acceptable use policies or other notices or restrictions Greater Than provides you or publishes in connection with the Services. You agree to promptly notify Greater Than if you learn of a data or security breach related to the Services.

10 Your responsibility regarding use of Service

You agree and acknowledge that you assume full, exclusive and sole responsibility for the use of the Service and that the use of the Service is entirely at your own risk. If You use our Service of driving, you acknowledge that you must observe all traffic laws while using the Service. It is strictly forbidden to send or view any content - while driving. You may just use the Service after you have stopped your vehicle in an appropriate location permitted by law. Always drive vigilantly according to road conditions and in accordance with traffic laws in the country you are in. You agree and acknowledge that you assume full, exclusive and sole responsibility for the use of but not limited to any hardware, laptop, pc, smartphone and car or similar you use together with the Service, and this is entirely at your own risk and Greater Than have no warranties in any case.

11 Trials

11.1 From time to time, Greater Than or our partners may offer trials of any of the subscriptions of our Services. Greater Than reserves the right, in its absolute discretion, to determine your eligibility for a trial, and to withdraw or to modify a trial at any time without prior notice and with no liability.

11.2 For some trials, Greater Than will require you to provide your payment details to start the trial. At the end of such trials, we may for some Services automatically start to charge you for a subscription Service on the first day following the end of the trial, on a recurring monthly basis. By providing your payment details in conjunction with the trial, you agree to this charge. If you do not want this charge, you must change your subscription to the Free Service through your account's settings before the end of the trial.

12 Registration information

Use of the Service require registration and sometimes creating of an account. When you sign up for a Service, you are required to provide information such as your name, email, username and password. Sometimes you must register other user information, such as your gender, birthday, address, car registration number etc. You must always provide full, accurate and truthful information. Providing wrongful or erroneous information might prevent you from using the Service. Registration data will be used to identify you when you use the Service. The registration data may be used for Greater Than to announce and for you to join special features of the service such as event, competition, take part of communication and promotions for specific user groups. The registration data may be visible for other Customers.

13 Processing of Customers personal data

Please review Greater Than's Privacy Policy for customers which you find on our website for more information on how we collect and use personal data relating to the use and performance of our Services. The Customer is acknowledged and agree that by giving Greater Than private or personal data through the Service, the Customer has accepted that these personal data are transferred within and outside EU to the extent necessary to process the information within Greater Than's business.

14 Customer content

14.1 Some Services allows the Customers of the Service to submit and post information and content such as text, photos, Customers score, competitions, events, message, audiovisual content and other media content to the Service and/or to other users of the Service ("Submissions" or "Customer Content "). You assume sole responsibility for your Submissions and for the consequences of posting them. Share only information and activities with people you trust, or you can accept to be public. Greater Than cannot guarantee any anonymity or confidentiality with respect to any Customer Content, and strongly recommends that you think carefully and use good judgment about what you submit to or make available through the Service. This means that you, and not Greater Than, are entirely responsible for the Customer Content that you make available through the Service.

14.2 You retain all of your ownership rights in original aspects of your Customer Content. By providing Customer Content to Greater Than you hereby grant Greater Than and its affiliates, sublicensees, partners, designees, and assignees of the Service (collectively, the “Greater Than Licensees”) a non-exclusive, fully paid-up, royalty-free, perpetual, irrevocable, sub licensable, transferable, worldwide license, without obligation, to use, reproduce, distribute, modify, adapt, publicly display, publicly perform, and otherwise exploit your Customer Content and derivatives thereof in connection with the Service and Greater Than’s (and its successors’) business, including, without limitation, for marketing, promoting, and redistributing part or all of the Service (and derivative works thereof), in any media formats and through any media channels now known or hereafter discovered or developed. The license granted to Greater Than in and to your Customer Content is not limited to personal uses, but also extends to any commercial use, at Greater Than’s sole and absolute discretion. Other Customers may only use your Customer Content for non-commercial purposes, unless otherwise permitted in advance in writing by Greater Than.

14.3 You are solely responsible for your own Customer Content and the consequences of posting or publishing it. In connection with Customer Content, you affirm, represent, and warrant that: (i) you own, or have the necessary licenses, rights, intellectual property rights, consents, and permissions to use and authorize Greater Than to use all patent, trademark, copyright, or other proprietary rights in and to any and all Customer Content to enable the use of the Customer Content in the manner contemplated by these Customer Terms, and to grant the rights and license set forth herein, and (ii) your Customer Content, Greater Than’s or any Greater Than’s Licensee’s use of such Customer Content pursuant to these Customer Terms, and Greater Than’s or any Greater Than’s Licensee’s exercise of the license rights set forth above, do not and will not: (a) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, or any other intellectual property or proprietary right; (b) slander, defame, libel, or invade the right of privacy, publicity of any other person; (c) violate any applicable law or regulation, or constitute any false or misleading advertising or unfair business practice; or (d) require obtaining a license from or paying royalties to any third party for the exercise of any rights granted in these Terms.

14.4 Greater Than makes no representations that it will publish or make available any Customer Content on the Service, and reserves the right, in its sole discretion, to reject or remove any Customer Content at any time with or without notice. Without limiting the generality of the preceding sentence, Greater Than complies with the Digital Millennium Copyright Act in accordance with US law for the Services provided in USA, and will remove Customer Content upon receipt of a compliant takedown notice (see Section 10 titled “Digital Millennium Copyright Act”, below).

14.5 Greater Than does not control Customer Content and does not have any obligation to monitor such Customer Content for any purpose. Greater Than may choose, in its sole discretion, to monitor, review, or otherwise access some or all Customer Content, but by doing so Greater Than nonetheless assumes no

responsibility for the Customer Content, no obligation to modify or remove any inappropriate Customer Content, or to monitor, review, or otherwise access other Customer Content, and Greater Than assumes no responsibility for the conduct of the Customer submitting any Customer Content. You acknowledge that Greater Than may or may not pre-screen Customer Content, but that Greater Than and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any Customer Content that is available via the Service. Without limiting the foregoing, Greater Than and its designees may, at any time and without prior notice, remove any Customer Content that in the sole judgment of Greater Than violates these Terms or is otherwise objectionable, or for any other reason, with or without notice and with no liability of any kind. You agree that you must evaluate, and bear all risks associated with the use of any Customer Content or other Content, including any reliance on the accuracy, completeness, usefulness or legality of such Customer Content. You should exercise your independent discretion and judgment before downloading any other Customer Content.

15 For Customers residing in USA

- 15.1 The Digital Millennium Copyright Act (DMCA) of 1998 is a US federal law that is designed to protect copyright holders from online theft such as unlawful reproduction or distribution of their works. This legislation and conditions which are described in section 15 in these Customer Terms are applicable to the Customers of Greater Than residing in the USA.
- 15.2 If you upload Customer Content that contains any copyrighted work, including literary works, visual works, musical works, sound recordings, audiovisual works, or other work or any combination of the foregoing, then you must be the owner of such works or have all required rights, licenses, consents, and permissions to use such works on the Service and grant the rights granted herein. In addition to being grounds for removal of your Customer Content, termination of your account, and any other remedy Greater Than may have against you, your failure to own or obtain such rights may subject you to civil and/or criminal liability, the damages for which can be significant.
- 15.3 If you are a copyright owner or an agent thereof, and you believe any content submitted to and hosted on the Service infringes your copyrights, then you may submit a notification pursuant to the DMCA by providing Greater Than's Designated Copyright Agent with the following information in writing:
- (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
 - (ii) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Service are covered by a single notification, a representative list of such works on the Service;
 - (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Greater Than to locate the material;
 - (iv) information reasonably sufficient to permit Greater Than to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;

(v) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law (for example, “I am under the good faith belief that the use of the copyrighted content that is identified herein is not authorized by the copyright owner, its agent, or the law.”); and

(vi) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed (for example, “I swear, under penalty of perjury, that the information in this notification is accurate and that I am the copyright owner, or authorized to act on behalf of the copyright owner, of the copyright(s) that is/are allegedly infringed by the aforementioned content.”).

15.4 Please consult your legal counsel (or see 17 U.S.C. Section 512) to confirm these requirements and your compliance therewith. It is Greater Than’s policy to respond to notices of alleged infringement that comply with the DMCA. In addition, Greater Than will promptly terminate without notice the accounts of Customers that are determined by Greater Than to be “repeat infringers.” If Greater Than receives more than three takedown notices regarding a Customer’s Customer Content, then that Customer will be considered a repeat infringer and their account will be terminated.

15.5 Greater Than’s Designated Copyright Agent to receive notifications and counter-notifications of claimed infringement can be reached as follows: Attention: LEGAL DEPARTMENT, Greater Than AB, Karlavägen 60, 114 49 Stockholm or by electronic mail at info@greaterthan.eu. For clarity, only DMCA notices should go to the Designated Copyright Agent. Any other feedback, comments, requests for technical support or other communications should be directed to Greater Than customer service through this form. You acknowledge that if you fail to comply with all of the requirements of this section, your DMCA notice may not be valid. Please note that under Section 512(f) of the DMCA, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

16 The Internet connection is under your responsibility and at your expense.

Transmitting and receiving real-time updates to and from the Service, require an online (e.g. WiFi/3G/4G/5G) connection between your cellular device and the Internet. The expenses of such connection are as prescribed by the agreement between you and your communication service provider (such as your cellular company), and according to its applicable terms of payment.

17 Location-based Service

Some features in some of the Services utilize GPS technology in order to determine your position. These features cannot be provided without utilizing this technology.

18 Groups

If you are using a Service through a Greater Than partner you will for some Services automatically join a group. By joining the group, you agree that the other members in your group take part of your personal information and information related to your

account for the Service. A Greater Than partner is normally an organization or a company.

19 Cookies

Greater Than may use cookies to make the Service even better for you. Cookies are information stored on your computer, mobile phone or other device. Cookies can be used for saving your Customer name and password. We may use cookies information to collect statistics, improve functionalities and for security. You can block the use of cookies by changing settings in your browser. Be aware of disabling cookies may complicate your use of the Service. Please review Greater Than's Cookies Policy on our website for more information on how we use cookies.

20 Aggregated data

Greater Than uses anonymous, statistical and aggregated information to promote the world largest CO2 initiative, spread knowledge to partners and other third party, improve and create services and features. Aggregated data may be used for commercial, research and development use.

21 Right to modify the Customer Terms

Greater Than reserves the right to change and modify these Customer Terms at any time with our sole discretion through sending an email to any address you may have used to register for an account, through a pop-up window on the Service, or other similar mechanism or by publishing it on our website. The Customers are responsible to regularly inspect the changes and are automatically bound by any changes and modifications in these Customer Terms. Your continuing use of the Service will indicate your acceptance of the updated Customer Terms. If you don't agree with our updated Customer Terms then you shall no longer use the Services.

22 Right to develop, improve, update and remove services

As the Services continue to evolve, we may change or discontinue all or any part of the Services, at any time without notice in our sole discretion.

23 Violation of Rules

Greater Than reserves the right to seek redress to the full extent permitted by law for breaches of these Customer Terms, rules and regulations, including the right to deny access.

24 Copyright and Trademarks

24.1 The trademarks, logos and service marks displayed on the Service ("Marks") are the property Greater Than, Greater Than's partners or other companies. It is prohibited for users to use any Marks for any purpose, including but not limited to, use as metatags on other pages or Services on the World Wide Web without the written permission of Greater Than or third party that may own the Marks. All information and content including any visual interfaces, graphics, design, compilation, information, computer code, products, software (including any downloadable software), services, and all other elements of the Service provided by Greater Than or third party ("Content") are copyrighted. It is prohibited for

users to modify, copy, distribute, transmit, display, publish, license, create derivative works or using any Content available on or through the Service for commercial or public purposes.

24.2 All information and content including any visual interfaces, graphics, design, compilation, information, computer code, products, software (including any downloadable software), services, and all other elements of the Service provided by Greater Than or third party (Content”) are protected by applicable copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. All Content is the copyrighted property of Greater Than or its subsidiaries or affiliated companies and/or third parties, except for Customer Content, to which you retain your copyrights. You agree and understand that Content may include Third Party Content which are copyrighted. It is prohibited for you as a Customer to sell, distribute, publicly perform or display, edit, adapt, modify, copy, distribute, transmit, display, publish, license, create derivative works or using any Content and/or Marks available on or through the Service for commercial or public purposes. Nothing herein shall be interpreted to grant you any right or license under any intellectual property rights of Greater Than or any third party.

25 Ownership

Greater Than retains all right, title and interest in and to the Services and all modifications, enhancements and derivative works thereof, all related inventions, know-how, designs, methodologies, documentation, reports, and specifications, all data generated from your use of the Services and analytics relating to such data, Confidential Information, feedback and all intellectual property rights relating to any of the foregoing (collectively, “Greater Than Intellectual Property”). You agree to assign and do hereby assign to Greater Than any and all rights you may acquire in any Greater Than Intellectual Property and you agree to execute such documents and take such other actions as may be reasonably necessary to carry out the foregoing assignment.

26 Third party content

26.1 Greater Than may contain or display various information, and other materials or content from third parties, including Customer Content (“Third Party Materials”). The display on or through the website and Greater Than of such Third Party Materials does not in any way imply, suggest, or constitute any sponsorship, endorsement, or approval of Greater Than by any such third party or any affiliation between any such third party and Greater Than. Furthermore, in using and accessing the Service, you agree that Greater Than is in no way responsible for the accuracy, integrity, quality, legality, usefulness, safety or intellectual property right of or relating to such Third Party Materials, timeliness, or completeness of Third Party Materials. You further understand and acknowledge that you may be exposed to Third Party Materials that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Greater Than with respect thereto. Greater Than’s display of specific Third Party Materials does not suggest a recommendation, opinion, or advice expressed therein by Greater Than of the third party or any products, plans or service offered.

Your interaction with any third party accessed through the Service (whether online or offline) is at your own risk, and Greater Than will have no liability with respect to the acts, omissions, errors, representations, warranties, breaches or negligence of any such third

party or for any personal injuries, death, property damage, or other damages or expenses resulting from your interactions with the third party and/or Third Party Materials.

26.2 The Service may contain references or links to third-party materials and services not controlled by Greater Than or its suppliers or licensors. Greater Than provides such information and links as a convenience to you and should not be considered endorsements or recommendations of such sites or any content, products or information offered on such sites. You acknowledge and agree that Greater Than is not responsible for any aspect of the information or content contained in any third party materials or on any third party sites accessible or linked from the Service.

26.2 Google Maps presented to you through the Service are powered by Google. Your use of such Google Maps is subject to the Google Maps Terms of Service and by using the Service, you are agreeing to be bound by such terms.

27 Payment Terms

If you purchase our Services, fees are specified in the agreement you have entered into with Greater Than and must be paid in advance. Full payment shall be made to Greater Than accordance with the terms of the actual agreement or within thirty (30) days from the invoice date or in. Fees are stated exclusive of any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction (collectively, "Taxes"). Customer will be responsible for paying all Taxes associated with its purchases, except for those taxes based on our net income. Should any payment for the Services be subject to withholding tax by any government, Customer will reimburse us for such withholding tax.

28 Refunding payments

For some Services you have the right to refund your purchase within 14 days of the purchase. You will be refunded primarily through the same payment method that you paid for the Service with. The cost of standard delivery will not be included in the refund. The refund will not occur if you've used the Service within the 14 days. The refund will be sent, when if relevant for the specific Service, the product has been returned to our office. The product shall be returned to our office in its standard packaging.

29 Privacy of Customer's of communication

Greater Than reserves the right to use and exploit the information in such communications (including suggestions, knowledge and other intellectual property) in the parent companies, subsidiaries and affiliates for any purpose deemed appropriate by Greater Than.

30 Linked materials

Greater Than prohibits caching of unauthorized hypertext links to the Service and frame handling of Customer Content made available through the Service. Greater Than reserves the right to disable any unauthorized links or frames and disclaims responsibility for the content on other services linked to the Service. Connections to other Web Sites linked to the Service is at Customer's own responsibility.

31 Post and messages

For use in connection with electronic bulletin boards or chat pages on the Service. Greater Than have the right to review messages, information or content sent ("Messages") to the Service by Customers and acknowledges no liability or obligation relating to such messages. Greater Than will occasionally check messages on the Service and may deny and / or delete messages with the following characteristics: Unlawful, harassing, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, racially, ethnically or otherwise objectionable material of any kind, including but not limited to, material which may encourage crime, give rise to civil liability or otherwise violate any applicable local, state, national or international law.

32 Advertising

32.1 Some of the Services are supported by advertising revenue and may display advertisements, promotions, and you hereby agree that Greater Than may place such advertising, promotions on the Service or on, about, or in conjunction with your Customer Content. The manner, mode and extent of such advertising and promotions are subject to change without specific notice to you. Greater Than may incorporate advertisements and/or information of commercial nature in the Service, the source of such information may originate from Greater Than or from third parties. If such information originates from third parties, Greater Than cannot guarantee its reliability or accuracy. It is underscored that the advertising of commercial content by Greater Than does not constitute a recommendation or encouragement to procure the goods or services advertised. Insofar as the software includes links to services or applications not operated or managed by Greater Than, Greater Than will not be liable for any form of liability arising from your reliance on, or in connection with, the content of such services and applications or any information or cookies provided by them, including but not limited to its completeness, accuracy, correctness or it being up-to-date. Greater Than will not be liable for any direct or indirect damage, monetary or otherwise, arising from your use of or your reliance on the Content and/or Customer Content of Services you have accessed via links on the software.

33 Advertising campaigns

33.1 Greater Than may permit, solicit or contract certain other companies to conduct advertising campaigns on the Services. The advertisements that you see when accessing the Services are redirected from the servers of those advertising companies and may be geographically or contextually targeted. Some advertisers may use cookies on your computer. The cookies enable them to collect information about sections and features that you have accessed, advertisements posted on those sites and the advertisements that you have viewed. In this manner advertisers try to customize advertisements to your preferences and for their own business purposes. The advertisers' use of cookies is subject to their own privacy policies and not to these Customer Terms. If you wish to study the privacy policies of those advertisers, you should visit their services or contact them directly.

33.2 Some Services includes an internal messaging system which provides you the ability to send and receive messages to and from other Customer, and to receive messages

from us and from the third-party companies with advertisers related to the service. You hereby agree that we, and or such third party advertisers whom we allowed to conduct advertising campaigns on the Services, may use your contact details for the purpose of informing you regarding Services, which may interest you and to send to you advertisements and other marketing material, transmitted to your internal messaging account. You further consent that we may send such information to the e-mail address or other contact details you have provided. The foregoing consent constitutes consent to transmission of advertisements, according to any applicable law. This consent applies on every message sent via the Service whether by Greater Than.

33.3 Please note however that other Customers of Greater Than are not allowed to use your contact details or our internal messaging account for commercial advertising purposes. If you have encountered any Customer generated advertising material, please inform us through the "Contact Us" on info@greaterthan.eu. Greater Than does not accept any liability for any loss, damage, cost or expense that you may suffer or incur as a result of or in connection with any Customer 's advertising material.

33.4 You may withdraw your consent via written notice to Greater Than or on the same manner as the advertising was transmitted to you. It is clarified that we are not responsible for the content of said advertisements and the products delivered or services rendered thereby by third parties and you irrevocably and unconditionally agree that shall not be held responsible or liable in connection thereof.

34 Availability

The Services are provided "as is". Sometimes the Services may be inaccessible or affected by faults or maintenance, or to circumstances beyond Greater Than's control. No warranty is given for functionality, availability or performance of our Services. Greater Than reserves the right to modify, suspend or remove Content and/or Customer Content from our Services, to suspend your registration or access to our Services, or to cancel a place or Service feature at any time without informing and whether any breach of this Customer Terms occurs. You are responsible for charges all of fees associated with your use of our Services.

35 Limitation of liability

35.1 Greater Than including its officers, directors, shareholders, employees, sub-contractors, agents, successors, assigns, customers, distributors and partners will not be liable, whether based on contract, tort, strict liability or otherwise for any direct, indirect, incidental or consequential damages, or any other damages, and loss (including loss of profit and loss of data), costs, expenses and payments, either in tort, contractual, or in any other form of liability, arising from, or in connection with (i) the use or misuse of, or the inability to use the Service or any content (even if Greater Than have been informed of the risks of such damages), (ii) or from any failure, error, or breakdown in the function of the Service and/or third party material in the Service or available in conjunction with or through the Service, including liability associated with any viruses that may infect a Customer's equipment or (iii) from any fault, or error made by our staff or anyone acting on its behalf, or (iv) from your reliance on the Content and/or Customer Content of the

Service, including, without limitation, content originating from third parties, or (v) from any communication with the Service, or (vi) for the accuracy or reliability of any opinion, recommendation or statement conveyed through the Service or for the Customer assessing opinions, advice or other content made available through the Service (vii) with other Customer on or through the Service, or (viii) from any denial or cancellation of your Customer account, or (ix) from retention, deletion, disclosure and any other use or loss of your Customer Content and/or Content on the Service, or (x) any plans made or information acquired through the services, including without limitation (I) any fees or costs associated with cancelled, interrupted or delayed plans (II) any fees or costs resulting from misinformation or failures in communication; (III) and any accidents or unexpected events otherwise, whether based in tort, contract or other legal theory, even in Greater Than is expressly advised of the possibility of such damages,. In any event, your sole remedy will be limited to correcting such errors, or malfunctions, and in light of the relevant circumstances or discontinue using the Services.

35.2 Additionally, and without derogating from the above clause, Greater Than will not be liable for any form of liability arising from your reliance on, or in connection with, the use of the content of commercial information posted on the Service. Such information may be presented in the Service (such as indications for the locations of establishments, their commercial offers, etc.) or otherwise. Greater Than will not be liable for any form of prizes set up by other Customer s in the Service.

35.3 Applicable law may not allow for the limitation or exclusion of liability or incidental or consequential damages, so the above limitation stated in 35.1 and 35.2 may not apply to you. In such cases you agree that because such warranty disclaimer and limitations of liability reflect a reasonable and fair allocation of risk between you and Greater Than, And are fundamental elements of the basis of the bargain between you and Greater Than, Greater Than's liability will be limited to the maximum extent permitted by law. You understand and agree that Greater Than would not be able to offer the Service to you on an economically feasible basis without these limitations.

36 Indemnification

36.1 For purposes of this Section on indemnification, the following terms will have the meanings defined herein:

“Claims” means all claims, actions, demands, investigations and legal proceedings of any kind made or initiated by any person or entity that is not a party to these Customer Terms.

“Damages” means all liabilities, damages, losses, costs, fees, expenses, judgments, authorized settlements, fines, costs and expenses including, without limitation, reasonable legal support costs and expenses and attorneys' fees.

36.2 You agree to defend, indemnify, and hold harmless Greater Than and its affiliates and each of their respective directors, officers, employees, representatives, agents,

successors, assigns, customers and distributors from and against any and all Claims and Damages arising out of or in connection with: (i) any Claim arising solely from your use of or misuse of the software and/or the Service or any Content and/or Customer Content and/or Third Party Materials; (ii) any violation by you of any regulatory statutes, laws, rules, ordinances, or regulations of any government or regulatory agency; or (iii) your violation of the rights of any other person or entity, including, but not limited to claims that any Content and/or Customer Content infringes or violates any third party intellectual property rights (iii) any breach of these Terms including any representations, warranties and covenants herein. Greater Than reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You may not settle any matter without the prior written consent from Greater Than.

37 Disclaimer of warranties

37.1 Except as expressly set forth in these Customer Terms, Greater Than hereby disclaims all representations and warranties regarding these Customer Terms, software's, sites, Customer Content, Content, partner services and/or commitments, Third Party Material and/or Services and/or the transactions and/or any other software, services or applications made available in conjunction with or through the Service, or contemplated hereby, including any implied warranties of merchantability, non-infringement, title, fitness for a particular purpose, and implied warranties arising from course of dealing or performance . Greater Than takes no responsibility for the legal implications of the use of the Services, these Customer Terms, software's, sites, Customer Content, Content, partner services and/or commitments, Third Party Material and/or Services and/or the transactions and/or any other software, services or applications made available in conjunction with or through the Service, or contemplated hereby.. The Services, sites, software's, Customer Content, Content, partner services and/or commitments, Third Party Material, the transactions and/or any other software, services or applications made available in conjunction with or through the Service are provided "as is", "as available", "with all faults" without representations or warranties of any kind, either express, implied, or statutory.

37.2 Greater Than and its suppliers, licensors and agents do not warrant that the Services, site, software, Customer Content, Content, Third Party Material and/or Services and/or the transactions and/or any other software, services or applications made available in conjunction with or through the Service or the function contained in any of the foregoing in will be correct, uninterrupted, error-free, completely secure, free of viruses or other harmful components, or that defects will be corrected. Sometimes the Services, software, sites, Customer Content, Content, Third Party Material and/or Services and/or the transactions and/or any other software, services or applications made available in conjunction with or through the Service may be inaccessible or affected by faults or maintenance, or to circumstances beyond Greater Than's control. No warranty is given for functionality, availability or performance of our Services. The Services, sites, software, Customer Content, Content, Third Party Material and/or Services and/or the transactions and/or any other software, services or applications made available in conjunction with or through the Service may be subject to limitations, delays and other problems inherent in the use of the internet, electronic

communications and third party systems such as GPS services or mobile carrier networks. Greater Than is not responsible for any delays, delivery failures or other damages resulting from such problems. The Services may not be functional in all environments. Greater Than does not warrant the results of use of the Services, the software, the sites, Customer Content, Content, Third Party Material and/or the transactions and/or any other software, services or applications made available in conjunction with or through the Service. Each party acknowledges that it has relied on no representations or warranties other than the express warranties in these Customer Terms.

38 Termination

38.1 You may terminate your agreement with Greater Than with a notice period of 1 month unless otherwise provided by other agreement you entered into with Greater Than, or by contacting us at info@greaterthan.eu. Your termination will be effective as from the last day of the ongoing subscription period in accordance with the agreement. Any fees already due or paid are non-refundable. You will still be liable to pay the subscription fees for any ongoing subscriptions. All provisions of these Customers Terms which by their nature should survive termination will survive termination. You can stop using our Services anytime (regardless of whether you still need to pay for it or not). If you are dissatisfied with the Service your only remedy is to terminate your use of the Service by contacting Greater Than.

38.2 Greater Than reserve the right in its sole discretion to suspend or end the Services and/or your account on the Service, disable your access to the Services (or any part thereof), discontinue the Service, or terminate any license or permission granted to you hereunder, at any time, with or without cause, and with or without notice, including without limitation in connection with any termination of any insurance policy you may have. For example, we may suspend or terminate your use if you are not complying with these Customer Terms, law, regulations and policies or use the Services in any way that would cause Greater Than legal liability or disrupt others' use of the Services. If Greater Than suspend or terminate your use, we will try to let you know in advance and help you retrieve data, though there may be some cases (for example, repeatedly or flagrantly violating these Customer Terms, a court order, or danger to other Customer s) where we may suspend immediately. You agree that Greater Than shall not be liable to you or any third-party for any such termination. Without limiting the generality of the foregoing, Greater Than may terminate your account in cases of actual or suspected fraud, or violations of these Customer Terms or other laws or regulations, and any suspected fraudulent, abusive, or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies Greater Than may have at law or in equity.

38.3 Upon termination of the agreement, you will immediately, and in no case later than ten (10) business days after the expiration or termination of your subscription, return any hardware provided for the use of service to Greater Than or pay us the then current hardware fee. If we do not receive the Hardware or payment within ten (10) days after the termination or expiration of your subscription, we reserve the right to charge your credit card or invoice for the applicable fee.

39 Notices

Any notice provided for or permitted under these Customer Terms will be in writing and will be treated as having been given (a) when delivered personally, (b) when sent by confirmed electronic mail, or telecopy, (c) one (1) business day after being sent by nationally recognized overnight courier with written verification of receipt, or (d) three (3)

40 Customer feedback

The more suggestions our Customers make, the better the Services will become. If Customer sends us any feedback or suggestions regarding the Services, there is a chance we will use it, so Customer grants us (for itself and all of its authorized Customers and other Customer personnel) an unlimited, irrevocable, perpetual, sublicensable, transferable, royalty-free license to use any such feedback or suggestions for any purpose without any obligation or compensation to the Customer and/or any authorized Customer of the Customer. If we choose not to implement the suggestion, please don't take it personally. We appreciate it nonetheless.

41 Force Majeure

Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, terrorism, riots, war etc.

42 No Waiver

No delay or failure in exercising any right hereunder and no partial or single exercise thereof will be deemed a waiver of such right or any other rights hereunder. No consent to a breach of any term of the Customer Terms will constitute a consent to any prior, subsequent or other breach.

43 Severability

If any provision hereof is declared invalid by a court of competent jurisdiction, such provision will be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of these Customer Terms will be valid and enforceable to the fullest extent permitted by applicable law.

44 Assignment

Greater Than may assign an agreement under these Customer Terms in whole to a third party, to an affiliate or to a successor in interest as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. You may not assign your rights or delegate your duties under these Customer Terms either in whole or in part, by operation of law or otherwise, without the prior written consent of Greater Than, and any attempted assignment or delegation without such consent (with such consent not to be unreasonably withheld) will be void. This Customer Terms will bind and inure to the benefit of each party's successors and permitted assigns.

45 Other

45.1 This is the entire agreement between you and Greater Than relating to the subject matter herein, and supersedes all previous communications, representations, understandings and agreements, either oral or written, between you and Greater Than with respect to said subject matter.

45.2 You agree that no joint venture, partnership, employment, or agency relationship exists between you and Greater Than as a result of these Customer Terms or use of the Service. You further acknowledge that by submitting Customer Content, no confidential, fiduciary, contractually implied, or other relationship is created between you and Greater Than other than pursuant to these Customer Terms.

46 Jurisdiction / Applicable Law

Swedish law applies and the Service is subject to Swedish law. Any dispute, claim or controversy arising out of, connected with or relating to these Customer Terms, the software and/or the Service, will be under the exclusive jurisdiction of the competent court in the Stockholm, Sweden. Before taking any court action, a Party must use best efforts to resolve any dispute under, or in connection with, the Agreement through good faith negotiations. Each Party must, to the extent possible, continue to perform its obligations under the Agreement even if there is a dispute. The forgoing does not affect either Party's right to seek urgent interlocutory and/or injunctive relief.