

These Terms of Use (the “**Terms**”) apply when you use and access our website and the services (the “**Services**”) provided by us, Sana Labs AB, org. no. 559060–6579, (“**Sana Labs**”), under the Term of Service (the “**Terms of Service**”) between Sana Labs and the Sana Labs subscriber with which you are employed, affiliated or associated and from which you received an invitation to use the Service, (the “**Subscriber**”).

These Terms also apply when you create a user account on our website prior to becoming a user of our Services, to the extent these Terms are applicable to such use. In this case “Services” refer to your use and access of our website and your user account.

By using our Services:

- you agree that you have read, understood and that you accept these Terms, and agree that you will be legally bound by these Terms; and
- you confirm that you have read and understood our Privacy Notice.

## **1 GENERAL**

The Services allows users to use the Services. The Services are licensed to the Subscriber for use in Subscriber’s own business under the terms of the Terms of Service. All other uses are prohibited.

## **2 USE OF THE SERVICE AND RESTRICTIONS**

- a) You may only as an authorised user under the Terms of Service use the Services. Such use shall be in accordance with these Terms.
- b) You may not let anyone else use the Services in your name.
- c) You are required to follow any written instructions from time to time provided by Sana Labs for use of the Services. Sana Labs may change instructions provided in accordance with clause 5.
- d) You shall ensure that (i) data that is uploaded to the Services is free of viruses, trojans, worms or other harmful software or code; (ii) the data are in the agreed format; and (iii) that the data cannot, in any other way, damage or interfere with Sana Labs’ system or the Services.
- e) You must ensure that log-in information, security methods and other information provided by Sana Labs for access to the Services are handled confidentially. You shall notify Sana Labs immediately in the event of unauthorised access to information or the Services.
- f) You shall notify Sana Labs immediately upon discovery of any infringements or attempted infringements that might affect the Services.
- g) You shall follow all applicable laws, guidelines and recommendations for the Services.

## **3 INTELLECTUAL PROPERTY RIGHTS**

- 3.1 Sana Labs and/or Sana Labs’ licensors hold all rights, including intellectual property rights, to the Services and the software it includes. Unless otherwise set forth in the Terms of Service, nothing in these Terms or other documentation between Sana Labs and you or the

Subscriber shall be considered to constitute a transfer of intellectual property rights between the parties.

- 3.2 You agree to fully comply with these Terms as well as all applicable proprietary rights laws and other laws governing industrial and intellectual property, as well as any additional copyright notices or restrictions contained in these Terms. You have no right to claim the ownership of, publish, copy, assign, transfer, license or otherwise dispose of the intellectual property rights to the source code or call structure of any Services.

## **4 THIRD PARTY APPLICATIONS**

- 4.1 The Services may include and be integrated with third party applications, websites, and services (“**Third-Party Applications**”) to make available content and/or services to you, and may publish links to internet websites maintained by third parties. The Third-Party Applications may have their own terms and conditions of use and privacy notices and your use of these Third-Party Applications will be governed by and be subject to such terms and conditions and privacy notices.
- 4.2 You understand and agree that Sana Labs does not endorse and is not responsible or liable for the behaviour, features, or content of any Third-Party Application or for any transaction you may enter into with the provider of any such Third-Party Application. Furthermore, the contents of hyperlinks to third-party websites or platforms do not imply that Sana Labs supports, promotes, guarantees or recommends the linked websites or platforms.

## **5 CHANGES TO THE TERMS**

Sana Labs has the right to change these Terms at any time. By continuing to use the Services after any changes or alterations of these Terms, you fully accept such changes. If you do not agree to the changes, you should no longer use the Services.

## **6 TERM AND TERMINATION**

- 6.1 Sana Labs may terminate your user account or suspend your access to the Services:
- a) in the event of your actual or suspected unauthorised use of the Services or if your use of the Services is not in compliance with the Terms,
  - b) if you within the Services process information in a way that conflict with applicable legislation or otherwise is found to be illegal, unethical or immoral,
  - c) without authorisation attempts to destroy, distort, or obtain access to information within the Services,
  - d) if you otherwise use the Service in a manner that can cause damage to Sana Labs or a third party, or
  - e) if you have been inactive for twelve (12) months.
- 6.2 In addition, access to the Services will terminate immediately and automatically upon any termination or expiration of the Subscriber's Terms of Service with Sana Labs. Upon any such termination or expiration, the Subscriber (including you) shall no longer be permitted to use the Services.
- 6.3 If you or Sana Labs terminate the user account, or if Sana Labs suspends your access to the Services under this clause 6, you agree that Sana Labs shall have no liability or responsibility to you to the fullest extent permitted under applicable law to any refund, credit, or other compensation.

## **7 LIABILITY**

Except where prohibited by law, Sana Labs, its affiliates, suppliers or distributors shall not be liable for any indirect, special, incidental, punitive, exemplary, or consequential damages, or any loss of use, data, business, or profits, business interruption, or loss of business opportunity, arising from your use of the Services.

## **8 INDEMNIFICATION**

To the fullest extent permitted by applicable law, you agree to indemnify and hold Sana Labs and its affiliates, officers, directors and employees, harmless from and against any third-party claim and/or any losses/damages of any kind arising out of your actual unauthorised use of the Services or non-compliance of these Terms or your violation of any law or the rights of a third party.

## **9 GOVERNING LAW**

These Terms are subject to Swedish law, without application of its conflict of laws principles. Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be subject to the exclusive jurisdiction of the courts of Sweden.