

TERMS OF USE

1. Your relationship to Anima AB

1.1 Your use of Anima AB's ("Anima" "we" "our" or "us") products and services, the Kronaby branded smartwatch including all portions, features and functionality of the smartwatch or software and all related brands and logos, associated software and web sites and any updates of the aforementioned ("Services"), such as allowing, submitting, posting, obtaining or transmitting information, including text, graphics, pictures, video, links, addresses and other materials and data ("Content") to the Services, is subject to the terms of a legal agreement between you and Anima as set forth in these Terms of Use. Please read these Terms of Use (hereinafter "Agreement") carefully before using the Services. The Agreement will apply to you when making use of the downloadable app(s) and the Services.

2. Accepting the Terms

2.1 By using the Services or by agreeing to this Agreement by any user interface made available to you, you agree to be bound by the terms and conditions of this Agreement and attest that you have all necessary right, power and authority to enter into this Agreement and to perform the acts required of you under this Agreement. If you do not agree to all the terms and conditions in this Agreement, you may not use the Services. You should not approve of this Agreement or use the Services if you do not agree to all of the terms and conditions set forth herein.

2.2 We are committed to protecting the privacy of the users of our products and services. For this reason, we have created a Privacy Policy which you may read at <https://kronaby.com/privacy-policy>, and which is hereby incorporated into and made part of this Agreement. The Privacy Policy shall prevail in the event of any conflicting terms with the terms of use. In order for our products and services to function properly, we need to process information about our users. We will also on some occasions ask our users to provide us with personal information.

2.3 You are at any time entitled to withdraw your consent for Anima using personal data for such purposes that needs your consent. If you choose not to provide requested information or if you withdraw your consent, various customer benefits may not be available. In certain cases, only those who have submitted the necessary data to us are able to use products, use certain services and in other ways avail themselves of the activities and offers available on our website. You are not entitled to a refund or any kind of compensation if you are not able to use our products or services due to your refusal to provide us with such information or consent.

2.4 There may also be separate terms and conditions or limitations that you agreed to when you purchased the watch, or disclaimers or limitations that accompanied the watch and/or its physical packaging. These terms, conditions and limitations continue to apply.

2.5 The division of this Agreement into separate articles and the insertion of headings shall not affect the interpretation of the Agreement.

3. Registration

3.1 In order to access some features of the Service, you may have to register or create an account. You are obliged to provide accurate, complete, and updated information in order to create such account. You also agree that you will ensure that this information is kept accurate and up-to-date at all times. If you have reason to believe that your account is no longer secure (for example in the event of a loss, theft or unauthorized disclosure or use of your account ID, password, or any credit, debit or charge card number, if applicable), you agree to immediately notify us. You may be liable for the losses incurred by Anima or others due to any unauthorized use of your account.

3.2 You are responsible for keeping the confidentiality and security of any passwords and for any use of or for the activity that occurs on your account and accepts full responsibility for all such activity. We will not be liable for your losses caused by any unauthorized use of your account.

3.3 You accept that Anima may send you information concerning the Services, your subscription or account.

4. Accessing the Services

4.1 You agree and acknowledge that the Services subject to the terms and conditions herein are solely for your own use. To the extent applicable and permissible, you approve that any Services made available to you under this Agreement are consumed by you and that you have no right of withdrawal in relation to such Services.

4.2 Anima may modify, suspend or discontinue the Services at any time, including the availability of any feature, database or Content.

4.3 Where it is not beyond Anima's control, Anima will take reasonable steps to minimize disruption of the availability of the Services caused by maintenance, upgrades and repairs or due to failure of telecommunications links and equipment or due to unavailability of third-party services used by Anima. Anima will however not in any event be liable to you or any other party for any suspension, modification, discontinuance or lack of availability of the Services.

5. Your Rights to Use the Services

5.1 You acknowledge and agree that the Services contain proprietary and confidential information that is and remains Anima's property and/or property of Anima's licensors or affiliates and is protected by law including but not limited to all intellectual property rights worldwide arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired, including patent rights; rights associated with works of authorship including copyrights and mask work rights; rights relating to the protection of trade secrets and confidential information; know-how; utility models; trademarks; service marks; trade dress; trade names; and design patent rights and any right analogous to those set forth herein and any other proprietary rights relating to intangible property;

5.2 Subject to the terms and conditions in this Agreement, Anima grants you a limited, personal, non-exclusive, non-transferable, non-assignable, non-sub licensable and revocable license to use the Services. Anima and its licensors reserve exclusively all rights not expressly granted to you in and to the Service and the content. You understand and agree that rights granted to you are provided on the condition that you do not modify the Services in any manner or form, or use unauthorized modified versions of the Services. You agree not to reproduce, duplicate, copy, sell, resell or exploit any part of the Services. You may not to extent not permitted by mandatory law decompile, disassemble, reverse engineer or otherwise attempt to obtain or access the source code from which any component of the Services or the Service is compiled or interpreted, and nothing in this Agreement may be construed to grant any right to obtain or use such source code. You agree not to copy, duplicate or imitate, in whole or in part, any concept, idea, business model, business process, product, service or other intellectual property or other ideas or content embodied in the Services or learned by you from your use of or access to the Services. You agree not to use the Services or the Service to violate any law. You agree not to circumvent, disable or otherwise interfere with security-related features of the Service or features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein.

5.3 You agree not to access the Services by any means other than a compatible item which is appropriate for the area in which you intend to use the Services. You assume all risks pertaining to the use of any Service and any features or functions you choose to use. Without limiting the generality of the foregoing, we may elect, in our discretion, to utilize special logins, allowing you to login to certain aspects of the Service via third party authentication services. You understand that these are third party services, and this in no way creates and endorsement of, by or from us to them or vice versa, that we are not responsible for their logins, systems or data, and that by using such third party logins, you may be subject to their respective privacy policies and other terms of use. It is up to you to read third party sites' and services applicable terms of use, privacy, and other applicable terms or policies.

5.4 You agree that Anima has the right to suspend or terminate your use of the Services or any portion thereof if you provide information that is inaccurate, not current or incomplete in a material way, or Anima has reasonable grounds to believe that such information is untrue, inaccurate, not current or incomplete in a material way. Anima has the right to suspend or terminate your use of the Services or any portion thereof if you are in breach of this Agreement. Anima further reserves the right to modify, suspend or discontinue the Services at anytime without further notice to you.

6. Content

6.1 You agree that you are solely responsible for all Content that you submit, post, obtain or transmit through or to the Services. Anima does not guarantee the accuracy, integrity or the usefulness of content available via the Services.

6.2 Anima has no obligation to monitor the Services nor does Anima have any obligation

to review, refuse, or remove any Content available via the Services, unless such obligation follows from mandatory law or by decision from a competent court or authority; however, Anima reserves the right to, in its own discretion, remove any Content available via the Services at any time. Anima may remove your Content due to for example violation of this Agreement and restrictions set forth herein. Anima reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, inappropriate or in violation of this Agreement. Anima will have no liability to you of any kind or nature arising out of or related to loss of your Content.

6.3 Anima will use all reasonable efforts to protect the confidentiality of certain personally identifiable information you submit to us, in accordance with the Privacy Policy.

6.4 Certain material you may post on our Services is or may be available to the public, (collectively, "Public Postings"). These public postings may be treated as non-confidential and nonproprietary. You are solely responsible for any public postings and the consequences of sharing or publishing such content with others or the general public. This includes, for example, any personal information, such as your home address, the home address of others, or your current location. Content or communications you transmit to us, including without limitation data that you submit to us via the Services or otherwise (to the extent excluding any Personal Data, collectively, "Submissions"), will be treated as non-confidential and nonproprietary.

6.5 By providing any Submission, you (i) grant to Anima a royalty-free, non-exclusive, perpetual, irrevocable, sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works (including products) from, distribute, and display such content throughout the world in all media and you license to us all patent, trademark, trade secret, copyright or other proprietary rights in and to such content pursuant to this Agreement; (ii) agree that we shall be free to use any ideas, concepts or techniques embodied therein for any purpose whatsoever, including, but not limited to, developing and marketing products or services incorporating such ideas, concepts, or techniques, without attribution, without any liability or obligation to you and that all results or findings including intellectual property rights, discoveries, ideas, inventions, improvements, modifications, fixes, enhancements, know-how, prototypes, products, project reports, deliverables etc generated in course of the Services will be ours; (iii) you hereby waive your right to assert any moral rights you may have in any Submissions.

6.6 Anima may, without previous notice, disclose your Content if required to do so by law, or if, in Anima's reasonable judgment, such measure is necessary in order to: (i) comply with your requests for assistance with the Services, (ii) comply with legal process, (iii) address claims from third parties that your Content violates their rights, or (iv) supervise that no use of the Services to transfer or store threatening, obscene and/or illegal material takes place.

7. Restrictions

7.1 You agree to abide by applicable laws and not to (i) upload, transmit, post, or otherwise

make available to the Services any material in any format that (ii) is false, inaccurate, misleading, fraudulent, unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, invasive of another's privacy, or libelous; (iii) infringes any third party's intellectual property or other proprietary right or rights of publicity or privacy; or (iv) contains viruses, worms, Trojan horses, corrupted files or any other software or programs designed to interrupt, interfere, intercept, expropriate, destroy or limit the functionality of the Services or any computer software or hardware or equipment associated with the Services; (v) alter, remove, or falsify any attributions or other proprietary designations of origin or source of the Services; (vi) attempt, through any means, to gain unauthorized access to the Services or another person's account or information on or through the Services; (vii) take any action that imposes an unreasonable or disproportionately large load on the Services; (viii) take any action that creates liability for us or causes us to lose any of the services of our business partners, vendors or suppliers; or (viiii) take any action that would cause us to violate any applicable law, statute, ordinance, regulation or the Agreement.

8. Modification of these Terms of Use

8.1 Anima reserves the right, at our discretion, to change, modify, add, or remove portions of this Agreement at any time. Please check the terms of use periodically for changes <https://kronaby.com/terms>. Your continued use of the Services after the posting of changes constitutes your binding acceptance of such changes. For any material amendments to this Agreement, such amended terms will automatically be effective thirty days after they are initially posted. If you object to any such amendments, your sole recourse will be to terminate this Agreement.

9. Indemnification

9.1 You agree to indemnify, defend, and hold harmless Anima from any liabilities, damages, and costs, including, but not limited to, attorneys' fees and settlement costs, resulting from claims from third parties regarding: (i) your Content; (ii) your infringement or misappropriation of any patent, copyright, trade secret, trademark or other intellectual property of any third party; (iii) your use of the Services in violation of the terms and conditions in this Agreement.

10. Special Considerations for International Use

10.1 This Service is controlled, operated and administered from Sweden. As a condition for using the Services, you agree to comply with all local rules that may be applicable to the Services. Specifically, you agree to comply with all applicable laws regarding the transmission of technical and personal data exported from the country in which you reside.

11. Fees and Payments

11.1 If and to the extent any portion of the Service may require a fee payment, you agree to pay to us any applicable fee posted for the Service and to follow instructions by Anima or any other party acting on our behalf in that regard and approve our use of any payment method you have on file with us. You agree to pay us for all charges including interest and penal interest according to law incurred under your account, including all applicable taxes, fees, and charges. You authorize and direct us to charge your designated payment method

for these charges or, if your designated payment method fails, to charge any other payment method you have on file with us.

11.2 If Services are provided in the form of subscriptions, you will be charged the current price rate for any renewals. We reserve the right to modify price rates at any time with 30 days notice.

11.3 If your payment source is declined at any time (including, but not limited to situations where we seek authorizations or charge attempts), Anima may make up to two attempts to reprocess your payment source. Thereafter, we reserve the right to disable or cancel your use of Services immediately.

12. Remedies and Liability

12.1 If you are not completely satisfied with the Service, your sole remedy is that you may cancel the Agreement.

12.2 The Services are provided on an “*as is*” and “*as available*” basis, and your use of the Services is at your sole risk. Anima accepts liability only in accordance with the legal provisions for damage caused by a grossly negligent or intentional violation of essential contractual duties. Anima shall however under no conditions be liable to you for any indirect, incidental, consequential, punitive or special damages, or damages arising due to business interruption or from damage or loss resulting from: (i) inability to use the Services, (ii) substitute services, (iii) unauthorized access to or alteration of your Content, (iv) any third party conduct on the Services, or (v) any other matter relating to the Services.

12.3 In no event will the aggregate liability of us to you for any and all claims arising in connection with this agreement or the service, exceed the total fees paid to us by you during the six-month period preceding the date of any claim. You acknowledge that this limitation of liability is an essential term between you and us relating to the provision of the Services and we would not provide the Service to you without this limitation.

12.4 We disclaim all warranties, express or implied, including, but not limited to, any warranties of merchantability, fitness for a particular purpose, title, non-infringement, non-interference, system integration and accuracy of data. We do not warrant that use of the Service will be uninterrupted, error-free or virus free. Although information that you submit may be password protected, we do not guarantee the security of any information transmitted to or from the Service and you agree to assume the security risk for any information you provide through the service.

12.5 Notice of defects shall be made in writing and transmitted to us without undue delay after the defect has been detected and shall contain a description of how the defect manifests itself. If you fails to provide notice in the manner stated, you will lose your right to invoke any claim based on the defect.

12.6 No provision in this Agreement shall limit or exclude our liability for matters which cannot be limited or excluded according to the law applicable to the Agreement.

13. Duration and Termination

13.1 Once in effect, this Agreement will continue in operation until terminated by either you or us. You may terminate this Agreement at any time and for any reason on 30 days advanced notice by providing notice to us or by choosing to cancel your access to the Service using the tools provided for that purpose within the Service. If you cancel properly, and cease to use the Service, you will not be charged any additional amounts after the effective date of such termination, but you will be responsible for any and all charges and activity accrued prior to such date.

13.2 Anima may without notice to you terminate the Agreement and your right to use the Service immediately for, including but not limited to, the following reasons: (i) breach of this Agreement, including use of the Services in violation of restrictions set forth in this Agreement; (ii) any request by law enforcement, government agencies or court order; (iii) security and technical issues or problems; (iv) lack of payment of any fees owed by you; or (v) longer periods of inactivity.

13.3 After termination by Anima, Anima has no further obligation to grant access to the Services. Upon termination, all licenses and other rights granted to you by this Agreement, if any, will immediately cease.

14. Third Party Content

14.1 Certain content on the Services may be supplied by third parties. Any opinions, advice, statements, services, offers, or other information that constitutes part of the content expressed or made available by third parties, including without limitation, suppliers and vendors, or any customer or user of the Service, are those of the respective authors or distributors and not of us or our affiliates. Under no circumstances shall Anima, or its affiliates, or any of their respective officers, directors, employees, or agents, be liable for any loss or damage caused by your reliance on any content or other information obtained through the Service.

15. Applicable Law and Jurisdiction

15.1 This Agreement will be subject to and construed in accordance with the laws of Sweden, excluding its conflict of law principles. Any dispute arising out of or in connection with this Agreement or any legal relation resulting therefrom shall, with the exclusion of other applicable fora to the extent permitted by law, be settled by the courts of Sweden with the District Court of Malmö as the court of first instance.

16. General Terms

16.1 This is the entire agreement between you and Anima with regard to the matters described herein.

16.2 No consent or waiver, express or implied, by Anima of any breach or default of you in performing your obligations under this Agreement shall be deemed or construed to be a consent or waiver of any other breach or default by you of the same or any other obligation hereunder. Any failure by us to complain of any act or failure to act of you or to declare

that you are in default shall not constitute a waiver by us of our rights under this Agreement. No waiver of any rights under this Agreement shall be effective unless in writing and signed by the party purporting to give the same.

16.3 Nothing in this Agreement will be construed to constitute either party as a partner, employee or agent of the other party.

16.4 If any provision of this Agreement or part thereof shall to any extent be or become invalid or unenforceable, the parties shall agree upon any necessary and reasonable adjustment of the Agreement in order to secure the vital interests of the parties and the main objectives prevailing at the time of execution of the Agreement. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions hereof shall remain in full force and effect.

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