

GENERAL TERMS AND CONDITIONS ON DIGIP AB'S PROVISION OF SERVICES FOR PRIVATE CUSTOMERS INCLUDING CONDITIONS FOR PAYMENT

1. General

1.1 These General Terms and Conditions (the "**Terms**") govern the professional services relating to trademark and domain name consultation in the form of searches, filing and watching provided by Digip AB with corporate registration number 559204-1551, Olof Palmes Gata 17, 111 22 Stockholm, Sweden, phone number: +46 (0)8 555 637 00, email: support@digip.com ("**Digip**"), to a party who is a natural person acting for purposes which are not related to trade, business or profession (the "**Customer**").

1.2 Digip reserves the right to revise the Terms, after which such a revised version will be published at www.Digip.com. Revised Terms will only apply to an Assignment that has been ordered by the Customer after the revised Terms were published on Digip's website.

2. The Assignment

2.1 Digip offers digital management services for trademarks and domain names (jointly "**IP Right**"). Through Digip's digital management platform (the "**Platform**"), the Customer may order Digip to file for registration of an IP Right ("**Assignment**"). For each Assignment the Customer signs up on a twelve (12) months management subscription service consisting of deadline management and watching service for the related IP Right ("**Subscription**").

2.2 Digip shall perform the Assignment and provide the Subscription in a professional manner and in accordance with good practice and care for the Customer's interests.

2.3 Digip does not give any warranties or representations to the Customer, neither expressly or implied, that an Assignment or the Subscription will generate, or result in, a specific or particular result or outcome.

2.4 Where no clear and precise instructions have been given by the Customer, Digip may take the required measures in its own discretion in order to ensure that the Customer does not suffer a legal loss. The Customer shall pay any and all fees incurred by Digip for taking such measures.

3. Fees and payment

3.1 Digip offers to perform each Assignment and related Subscription for a yearly fixed subscription fee ("**Subscription Fee**"). Digip shall provide the Customer with information about the Subscription Fee for an ordered Assignment made by the Customer prior to incurring any costs for the Customer. Listed and provided Subscription Fees shall include all applicable taxes including value-added tax (VAT). Digip is entitled to yearly adjusting the prices based on relevant consumer price indexes +2% yearly for all contracted services.

3.2 Additional fees may be charged where Digip involves a subcontractor to, upon the request of the Customer, respond to an office action or file an opposition. The services are outside of the Assignment and related Subscription and are communicated between the Customer and a subcontractor through the Platform.

3.3 The fee adjustment provision in section 3.1 shall not apply to official fees imposed by registration offices, registrars or subcontractors over which Digip has no control.

3.4 Digip offers two (2) different payment methods for the Subscription Fee; (i) yearly direct payment of the entire Subscription Fee upon the commencement of the Subscription Term or a subsequent Renewal Term ("**Direct Payment**"); or (ii) monthly installments during the Subscription Term or a subsequent Renewal Term ("**Monthly Payments**").

- 3.5 In case of Direct Payment, Digip issues an invoice which shall be due thirty (30) days after the invoice date and interest shall accrue on late payments in accordance with applicable law, or otherwise mandatory law, from the due date until payment is received. In case of Monthly Payments, Digip issues monthly invoices which shall be due fourteen (14) days after the invoice date and interest shall accrue on late payments in accordance with applicable law, or otherwise mandatory law, from the due date until payment is received.

4. Right to withdraw from Assignments

- 4.1 The Customer may withdraw from the Assignment within fourteen (14) days from the date the Assignment was accepted by the Customer. The Customer may withdraw from the Assignment by notifying Digip at support@digip.com or by the standard form for withdraw available here <https://www.digip.com/contact>. Digip shall without undue delay confirm your request to withdraw.
- 4.2 Where the Customer exercises its right to withdraw from an Assignment, Digip shall repay the Customer in full the amount that the Customer has paid to Digip. Repayment shall be made without undue delay and no later than fourteen (14) days after the day when Digip received the Customer's request to withdraw. Notwithstanding the foregoing, where Digip has partially performed the Assignment or the Subscription before receiving the Customer's request to withdraw, the Customer shall remunerate Digip a proportionate part of the agreed fee for the Assignment or the Subscription that has partially been performed. Any and all official fees such as registration office application fees, shall be considered a proportionate part of the agreed fee for the Assignment for which Digip shall be remunerated.

5. Subscription Term and Termination

- 5.1 As described in section 2.1 a Subscription relating to an Assignment is on-going for twelve (12) months ("**Subscription Term**"). Upon the end of the Subscription Term, unless terminated in accordance with section 5.2 below, the Subscription Term is renewed with consecutive terms of twelve (12) months ("**Renewal Term**").
- 5.2 The Subscription Term and Renewal Term may not be terminated to end early by either Digip or the Customer, unless the other party:
- (a) is in material breach of its obligations under these Terms and such breach is not remedied, where remediation is possible, within fourteen (14) days after receiving notice of the breach;
 - (b) is declared bankrupt or enters into liquidation (voluntary or involuntary) or composition proceedings with its creditors, becomes insolvent or any similar procedure or action in any jurisdiction.

6. Processing of personal data

- 6.1 Digip is the controller for the processing of the personal data collected due to the Assignment. The processing of personal data and the data subject's rights are described in Digip's privacy policy available here <https://www.digip.com/contact>.

7. The Customer's obligation to provide accurate information

- 7.1 The Customer shall provide the information and the documentation requested by Digip to fulfill the Assignment. At the request of Digip, the Customer shall review received documents and provide Digip with clarifying instructions.
- 7.2 The Customer is responsible for ensuring that all information provided in connection with an application for registration of a domain name, trademark or other

assignment is correct and shall notify Digip of any changes regarding such information.

- 7.3 Digip is not liable for damages that may arise from any recommendations or actions made by Digip based on incorrect or inadequate information from the Customer and/or by the Customer referred third party or for additional costs incurred due to such incorrect or inadequate information.

8. Confidentiality

- 8.1 Digip undertakes to protect the information the Customer provides and not to disclose such information to unauthorized third parties. If the Customer grants Digip to procure or collaborate with other advisors or service providers in an Assignment, then the Customer is considered to have accepted that Digip discloses material and information that Digip deems is relevant for the advisor to take part of for the purpose of advising in the Assignment.

9. Intellectual property

- 9.1 Copyright and all other intellectual property rights to documents and work results created by Digip within the scope of the Assignment shall be exclusively owned by Digip. However, the Customer is entitled to use such documents and work results for the purposes for which they were made. Unless otherwise agreed, the Customer may not distribute the documents and the work results, nor use them for marketing purposes.
- 9.2 Digip is not liable for any damages that arise from the Customer's, or a third party's, use of documents or work results in any way or for any purpose other than for which they were produced or submitted to the Customer by Digip.

10. Subcontractors

- 10.1 Digip has the right to contract a subcontractor for the performance of an Assignment, or service relating thereto, in accordance with section 3.2 or where the Assignment pertains to jurisdictions where specific local expertise is required. For

such subcontractor Digip may accept a limitation of the subcontractor's liability on the Customer's behalf.

11. Limitations of liability

- 11.1 Digip shall only be liable for direct damages. For each Subscription Term or Renewal Term Digip's aggregated liability for direct damages that arise from an Assignment, or related Subscription, shall be limited to the Subscription Fee, or partial amount thereof, received in payment by Digip from the Customer. Under no circumstances shall the aggregated liability for an Assignment exceed SEK [one million (1,000,000)].
- 11.2 Digip shall not be liable for any indirect or consequential damages or loss, or for any of the following losses (whether or not those losses are considered by the law to flow "directly" (*i.e.* naturally) from the relevant breach or negligence), namely loss of profits, loss of revenue, loss of data, loss of contracts, loss of anticipated savings, loss of or damage to goodwill, even if the damage was difficult to foresee or not. The limitation of liability pursuant to this section 11.2 shall not apply in case of Digip's gross negligence or willful misconduct.
- 11.3 Digip is not liable for damages that arise from circumstances or events that are outside of Digip's control and that Digip could reasonable not have foreseen at the time of the acceptance of the Assignment, or reasonably avoided or overcome.

12. Communication

- 12.1 Digip shall consult with the Customer to the extent that it is needed and possible during the performance of the Assignment. If an Assignment cannot be considered to be of reasonable benefit to the Customer considering the price or value that the Assignment will bring, or other special circumstances, Digip shall advise the Customer of this.
- 12.2 If, after the performance of the Assignment has begun, it is clear that the Assignment will not be considered to be of

reasonable benefit to the Customer, or that the price of the Assignment will be significantly higher than the Customer could have expected, Digip shall inform the Customer of the situation and request the Customer's instruction.

- 12.3 The Platform is the primary method of communication by which Digip communicates with the Customer. Although this electronically based communication form has many advantages, Digip is aware that electronic communications may bring certain challenges from a security perspective. If the Customer does not wish to communicate with Digip electronically, the Customer must inform Digip of this.
- 12.4 Digip asks the Customer to note that it happens from time to time that electronic messages do not reach the intended recipient. Where the Customer sends critically important or time sensitive information by electronic means, the Customer should follow-up the sent communication by *e.g.* a phone call or otherwise to Digip. Digip does not assume any liability for any risks arising from communication through the Platform. This also applies to notices under these Terms.

13. Right to file a complaint

- 13.1 The Customer has a right to file a complaint to Digip in case an Assignment is defective. A complaint shall be filed to support@digip.com within reasonable time from when the Customer discovered the defect.

14. Governing law and disputes

- 14.1 These Terms shall be governed by and construed in accordance with the laws of Sweden, excluding its conflict of law provisions.
- 14.2 Any dispute, controversy or claim arising out of or in connection with these Terms, or the breach, termination or invalidity thereof, shall be settled by Swedish courts with the District Court of Stockholm as first instance.

- 14.3 Sections 14.1 and 14.2 shall not apply to the extent private international law on consumer protection grants the Customer other more beneficial rights regarding applicable law and jurisdiction.

- 14.4 Notwithstanding section 14.2, the Customer may have a right to request an official national consumer dispute organization or board to settle a Customer's claim or challenge under the Terms. Please contact Digip to receive more information about what consumer dispute organization that may apply to you.