

## **GENERAL TERMS AND CONDITIONS**

### **General Description**

#### Introduction

These Terms and Conditions, (this "Agreement"), is a legal agreement between you and Awaio AB, a Swedish company ("Awaio"), which guides your use of and access to Awaio's software platform made available through the application, (the "Application"). If you don't want to be bound by this Agreement, please do not access or use the Application. Awaio may terminate, without notice, your access to the Application for failure to comply with this Agreement. By creating an account in the Application, you accept this Agreement and agree to be bound by each of its terms. This Agreement is binding and enforceable against you. The services within the Application is mainly intended for use by businesses and organizations and not for consumer purposes. By accepting this agreement, you warrant that you act on behalf of an entity. You have read and understand Awaio's Privacy Policy, the terms of which are posted at our website and incorporated herein by reference (the "Privacy Policy").

The application is a workplace management platform that enables companies to support hybrid and flexible ways of working. Through this platform, companies can make workplaces and workspace services available to their office community, including meeting and conference rooms, lockers, work desks, furniture, and other similar resources that can be booked by invited and registered users.

### **Purpose**

The purpose of this Agreement is to explain the terms and conditions under which Awaio will let you use the Application through your mobile device, (the "Purpose"). As also mentioned in other parts of this Agreement, Awaio does not have any control over any of the workspace communities or other third parties, and therefore is not liable or responsible for any actions taken or supposed to be taken by any such third party.

### **The Awaio Workplace App**

#### Registration

To use the booking service and the features provided through the Application, you must complete a registration process to create an account with Awaio ("Account") and become a user/guest. By creating your account, you will have access to the Application during the Term (as defined below) solely for the Purpose. Creating your Account will enable you to easily access offices and workplaces in the community where you have been invited, and book various available Office resources as determined by the Company/Community that invited you as a user. You will also be able to view your previous bookings and edit your personal preferences. To create your Account, you must provide personal information, which includes, but is not limited to, your name, and contact information such as your email address. Awaio's storage and use of the personal information you provide when registering for an Account and/or using the Application is outlined in the Privacy Policy.

#### Support

Awaio offers support via the support center that you reach on the Website [awaio.com](http://awaio.com). Please check on the Website [awaio.com](http://awaio.com) for information on the support center's opening hours.

## Service disruptions

If you detect a technical error or other error in the Application, you can report the problem through the Website [awaio.com](http://awaio.com)

## Conditions of Use

### Certain responsibilities

It is your responsibility to make sure that all information provided by you to Awaio is current, accurate, and complete, and that you will maintain the accuracy and completeness of this information going forward. It is also your responsibility to protect your Account information as it should be kept strictly confidential.

### Certain Restrictions

Awaio does its best to keep the Application safe and secure but need your help to do it by not violating or attempting to violate the security of the Application. Except as expressly permitted under other parts of this Agreement, you may not modify, reproduce, duplicate, copy, publish or create derivative works of:

- a) any portion of the Application, any content, photographs, descriptions, software, image or other information or any data taken therefrom (collectively, "Content").
- b) any information or materials retrieved from either of them, which includes graphics and logos, presentations, in whole or in part. Furthermore, you may not use the Application for any purpose that:
- c) invades any person's or entity's privacy or other rights;
- d) misidentifies you or impersonates any person or entity, including, without limitation, any employee or representative of Awaio; or
- e) could otherwise reasonably be deemed or viewed to be unethical, illegal or offensive.

### Your responsibilities

By placing a booking you are automatically bound to any rules set forth by the Company hosting the community.

### Awaio rights

Awaio has the right to at any time suspend a user or terminate the user's account and access to the Application if the user violates this Agreement or uses the Application in a way that is harmful to Awaio or any third party.

## Content

### Third party content

The Application contain and/or provide access to content provided by the Company hosting the community and other third parties, including, workplace information, Office maps, photographs, graphics information ("Third Party Content").

#### Information accuracy

The third party that any Third Party Content originates from is solely responsible for it, and Awaio does not and cannot review all Third Party Content made available through any part of the Application. As such, Awaio cannot guarantee the correctness of any Third Party Content or fitness for use of any information posted on via the Application. In no event shall Awaio be liable for any damages arising out of your use of the Application, or for any loss or damage of any kind incurred as a result of any Third Party Content or offers. Awaio cannot guarantee that the Application, including the Content, will be uninterrupted or error free. Awaio cannot be held responsible for if the Application is down or if any Content, information or functionality does not work as expected.

#### Intellectual property

For purpose of clarity between you and Awaio, you are the sole owner of all information and content entered into the Application or otherwise posted by you. Awaio is the sole owner of the name "Awaio" as well as the Application, and all source code, software, content and other intellectual property related to it or included in it. All suggestions and recommendations from you to Awaio regarding the Application are, upon submission to Awaio, owned by Awaio.

#### Copyright infringement

Awaio respects the intellectual property of others and asks you to do the same. You may not use the Application, the Content or any other materials from the Application in any manner that may infringe upon any copyright or other intellectual property right of Awaio or any third party.

### **Term and Termination**

#### Term

This Agreement shall continue in full force until either: (i) Your Community that has invited you as a user terminate your Account, or (ii) Awaio terminates your access to the Application, with or without notice (the "Term"). When this Agreement is terminated, you no longer have access to the Application.

#### Termination of Account

For purposes of clarity, you are entitled to terminate your Awaio account at any time. Choose "Delete account" or any corresponding function in the Application or contact Awaio. Awaio will then delete or anonymize any personal information that can be attributed to you, except for certain information that Awaio by law may have to save and archive.

### **Limitation of Liability**

Notwithstanding anything written herein to the contrary, Awaio and you acknowledge and agree that Awaio will not be liable for any losses or damages, whether indirect, incidental, special or consequential, in profits, goods or services.

### **Miscellaneous**

## Force Majeure

Awaio shall not be liable to you for failure or delay in performing any obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control.

## Changes or updates of the Agreement

Awaio may change or update this Agreement from time to time, and any such change or update will be set in effect when posting the updated Agreement within the Application. When we make major changes to the Agreement, we will provide you with prior notice as appropriate under the circumstances, e.g., by displaying a notice within the Application or by sending you an email. If you do not agree to the changed Agreement, you have the right to terminate your Account before the changed Agreement come into force.

## Termination of service

Awaio reserves the right to modify, suspend, or discontinue the Application without any notice at any time and without any liability to you.

## Governing Law and Disputes

All disputes arising hereunder or in connection with this Agreement and/or the Application shall be resolved by the laws of Sweden and the District Court of Stockholm (sw. Stockholms tingsrätt), Sweden, as first instance.

Awaio has the right to transfer its rights and obligations under this Agreement. Furthermore, Awaio has the right to hire subcontractors for the fulfillment of its obligations. In such cases is Awaio fully responsible for the work performed by the subcontractors.

If any part of this Agreement is held to be unenforceable or invalid for any reason, said part will be changed and interpreted to best accomplish its original intent and objectives. Any remaining parts will continue in full force.