

Wellify AB Terms of use and service: Terms of Service

PLEASE READ THE FOLLOWING CAREFULLY BEFORE ACCEPTING THESE TERMS AND REGISTER FOR, ACCESSING AND/OR USING WELLIFY, app, site or activities.

By creating an Account at Wellify and/or by accepting an invitation to join an existing Account and/or by accessing and using the Wellify activities in the app (defined below), Wellify, ("App"), you accept these terms of service (the "Terms"), and you acknowledge that you, on your own behalf as an individual and on behalf of your employer or another legal entity (collectively, "you" or "your"), have read and understood and agree to comply with the terms and conditions below, and are entering into a binding legal agreement with Wellify AB, the owner of the Wellify app ("Wellify", "us", "we" or "our").

1. Definitions. "Activity" means the exercises and instructions given in the app or at the website wellify.nu or at our youtube channel or at a different site or collaborator. "Authorized User" means any individual who has been supplied with user identification and password to access and use the Service on behalf of yourself or by your Organization. Authorized Users may include but are not limited to you as an individual, or your employees, consultants, contractors and agents, and third parties with which you transact business. "Organization" means the team, company, organization or any other entity that you either represent or belong to and that defines the Authorized Users that are using our Service under the same Organization Account.

2. Description of the Service and App.

2.1. Service. Wellify's health and wellness tool is made available to you on a software as a service (SaaS) basis (the "Service") through the Wellify application (the "App") or via Wellify.nu (the "site") and includes: (i) the software that you access via the App or the App; (ii) any other products, services, and features made available or provided to you by Wellify in connection with the Service; and (iii) the trademarks, service marks and logos ("Marks"), content, text, documents, descriptions, products, graphics, photos, sounds, videos, interactive features, (together with the Marks, "Content"), contained in or made available through the Service.

3. Ability to Accept Terms. If you, as an Authorized User, access and use the App and/or Service, you represent and warrant that you are at least 18 years old. The App and/or Service is only intended for individuals aged thirteen (12) years or older. If you are under 12 years please do not visit, access or use the App and/or Service. If you are between 12 and 18 years of age, then you must review these Terms with your parent or guardian before visiting, accessing or using the App to make sure that you and your parent or guardian understand

these Terms and agree to them. You may not access and use the Service if you are, and you represent and warrant that you are not, a competitor of Wellify.

4. Subscription to the Service.

4.1. Subscription. Subject to your, as an Authorized User, compliance with these Terms, and the payment of applicable Fees (defined below), Wellify hereby grants you, and you accept, a non-exclusive, non-transferable, non-sublicensable, and fully revocable subscription ("Subscription") to access and use the Service during the Subscription Period (defined below).

4.2. Order Form. The Subscription to the Service is subject to any restrictions or limitations set forth in the "order form" which means Wellify's then-current online or hard copy order form which you must complete and submit to Wellify in order to purchase a subscription to the Service, where you will be requested: (i) to sign up for a paid plan for your Organization or as an individual; (ii) to affirmatively select the number of Authorized Users you wish to register (if an Organization); and (iii) to pay the applicable Fees.

5. Using the Service. Wellify provides the health and wellness service functionalities as a part of the Service. Wellify may add other functionalities and/or modify some of the functionalities at its own discretion and without further notice, however, if we make any changes in the functionality of the Service that we find to be material, then we will notify you by posting an announcement on the App and/or via the Service or by sending you an email and/or inform you through the app. The activities suggested by Wellify is merely suggestions and the user are sole responsible in the choice of which activities they will perform and any injuries or discomfort thereof and will not held Wellify responsible in any aspect.

5.1. Authorized User Authorized Users can be involved in multiple Subscriptions of the Service, either as part as an organization or individually, in which case pricing and functionality may vary according to the type of Account.

6. App Access. We hereby grant you permission to visit and use the App for your information and personal use only, subject to these Terms and your compliance with applicable law.

7. Restrictions. Except as expressly permitted in these Terms, you may not, and shall not allow an Authorized User or any third party to: (i) give, sell, rent, lease, timeshare, sublicense, disclose, publish, assign, market, sell, display, transmit, broadcast, transfer or distribute any portion of the Service or the App to any third party, including, but not limited to your affiliates, or use the Service in any service bureau arrangement; (ii) circumvent, disable or otherwise interfere with security-related features of the App or Service or features that prevent or restrict use or copying of any content or that enforce limitations on use of the Service or App; (iii) reverse engineer, decompile or disassemble, decrypt or, attempt to derive

the source code of, the Service or App, or any components thereof; (iv) copy, modify, translate, patch, improve, alter, change or create any derivative works of the Service or App, or any part thereof; (v) use any robot, spider, scraper, or other automated means to access or monitor the Service or App for any purpose; (vi) take any action that imposes or may impose (at Wellify's sole discretion) an unreasonable or disproportionately large load on the Wellify's infrastructure or infrastructure which supports the App or Service; (vii) interfere or attempt to interfere with the integrity or proper working of the Service or App, or any related activities; (viii) remove, deface, obscure, or alter Wellify's or any third party's identification, attribution or copyright notices, trademarks, or other proprietary rights affixed to or provided as part of the Service or App, or use or display logos of the Service or App without Wellify's prior written approval; (ix) use Wellify's Marks without our prior written consent; (x) use the Service or App to develop a competing service or product; (xi) use the Service or App to send unsolicited or unauthorized commercial communications; and/or (xii) use the Service or App in any unlawful manner, for any harmful, irresponsible, or inappropriate purpose, or in breach of these Terms, any terms and conditions of any third-party product or service you use, or agreement you have entered into with any third party. Without derogating from the above, each Organization or user agrees to remain liable to Wellify for any act or omission of an Authorized User that would constitute a breach of these Terms if such acts or omissions were by you.

8. Accounts

8.1. Account. In order to use the Service, an account should be created to be an Authorized User. ("Account").

9. Customer Data.

9.1. License. While using the Service, Authorized Users may submit certain content, data or information to the Service You hereby grant us a royalty free, worldwide, non-exclusive license to use, process, access, modify, display, copy and store Customer Data in order to provide the Service to you and enable you to share the Customer Data or interact with other people, to distribute and publicly perform and display Customer Data as you (or your Organization) direct or enable through the Service.

9.2. Responsibility. You represent and warrant that: (i) you or your Organization own or have obtained the rights to all of the intellectual property rights subsisting in the Customer Data submitted by you and you have the right to provide the Customer Data and the license granted in these Terms to use such Customer Data as stated in Section 9.1 above; and (ii) the Customer Data you submit, your use of such Customer Data, and our use of such Customer Data, as set forth in these Terms (including in any applicable privacy policy), does not and shall not (a) infringe or violate any patents, copyrights, trademarks or other intellectual property, proprietary or privacy or publicity rights of any third party; (b) violate any applicable data protection legislation; (c) be offensive, unlawful, violates export control laws threatening, pornographic, harassing, hateful, or encourages conduct that would be considered a criminal

offense, gives rise to civil liability, violates any law, or is in any way inappropriate; (d) promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking; or (e) is otherwise malicious or fraudulent. Other than its security obligations under Section

9.3, Wellify assumes no responsibility or liability for Customer Data, and you shall be solely responsible for Customer Data and the consequences of using, disclosing, storing, or transmitting it. It is hereby clarified that Wellify shall not monitor and/or moderate the Customer Data and there shall be no claim against Wellify of not acting so. 9.3. Security. Wellify agrees during the Term to implement reasonable security measures to protect Customer Data and will, at a minimum, utilize industry standard security procedures. However, Wellify shall not be held liable for any damage caused as a result of your use of the Service, their unavailability, any error or faults in the Service. You alone shall be responsible and liable for the maintenance and backup of all your data,

10. User Submissions.

10.1. Responsibility. The App may permit the publishing of certain data, information or content by you and other users ("User Submissions"). For clarity, the term User Submissions shall not apply to any Customer Data. You understand that whether or not such User Submissions are published, we do not guarantee any confidentiality with respect to any User Submissions. You shall be solely responsible for your User Submissions and the consequences of posting, publishing or uploading them. We have complete discretion whether to publish your User Submissions and we reserve the right in our sole discretion and without further notice to you, to monitor, censor, edit, remove, delete, and/or remove any and all User Submissions posted on the App at any time and for any reason.

10.2. Ownership. You, as an Authorized User, represent and warrant that you own or have the necessary rights and permissions to use and authorize Wellify to use all Intellectual Property Rights (defined below) in and to your User Submissions, and to enable inclusion and use thereof as contemplated by the App and these Terms. "Intellectual Property Rights" means any and all rights, titles and interests, whether foreign or domestic, in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, or similar intellectual property rights, as well as any and all moral rights, rights of privacy, publicity and similar rights of any type under the laws or regulations of any governmental, regulatory, or judicial authority, foreign or domestic. You retain all of your ownership rights in and to your User Submissions.

10.3. License to User Submissions. By submitting the User Submissions to Wellify you hereby grant Wellify a worldwide, irrevocable, non-exclusive, royalty-free, perpetual, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Submissions in connection with the App and Wellify's business, including without limitation for publishing and redistributing part or all of your User Submissions (and derivative works thereof) in any media formats and through any media channels and, and you hereby waive any moral rights in your User Submissions, to the extent permitted by law. You also hereby grant each user of the App or other viewer or user of the User Submission a non-exclusive right to use, reproduce, distribute, prepare derivative works

of, display and perform such User Submissions, all in accordance with these Terms.

10.4. Exposure. You understand and acknowledge that when accessing and using the App: (i) you might be exposed to User Submissions from a variety of sources, and that Wellify is not responsible for the accuracy, usefulness, safety, or Intellectual Property Rights of, or relating to, such User Submissions; and (ii) you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable. You hereby agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against Wellify with respect to (i) and (ii) herein.

11. Copyright and Content Policy. It is Wellify's policy to respect the legitimate rights of copyright and other intellectual property owners, and we will respond to clear notices of alleged copyright infringement.

12. Intellectual Property Rights.

12.1. App and Service. The Service, App and the API, are the property of Wellify and may be protected by applicable copyright or other intellectual property laws and treaties. Title and full, exclusive ownership rights in the Service and the App (and all parts of either, including the Content), and all reproductions, corrections, modifications, enhancements and improvements, and all related patent rights, copyrights, trade secrets, trademarks, service marks, related goodwill, including data related your usage of the App and Service (excluding Customer Data and User Submissions), and Wellify's intellectual property, and any rights therein not explicitly granted to you hereunder, are reserved to and shall remain solely and exclusively proprietary to Wellify (or its third party providers). "Wellify", the Wellify logo, and other marks are Marks of Wellify or its affiliates. All other trademarks, service marks, and logos used on the App or Service are the trademarks, service marks, or logos of their respective owners. We reserve all rights not expressly granted in and to the Service, App and the Content.

12.2. Customer Data. The intellectual property and all other rights, title and interest of any nature in and to Customer Data contained are and shall remain the exclusive property of the Individual user or the Organization and have the right to remove and/or assign the ownership to any of the Customer Data you have generated. To the extent, the Individual User or Organization shall submit a request to Wellify with respect to the access and/or removal and/or ownership of the customer Data, as specified in this Section

12. 3, Wellify shall accept and follow such request. Except as expressly set forth herein, nothing in these Terms shall be construed as transferring any rights, title or interests to Customer Data to Wellify or any third party.

12.4. Feedback. It is anticipated that you, as an Authorized User or Organization, may provide suggestions, comments or other feedback to the Wellify. Feedback shall be deemed the sole property of Wellify. Without derogating from the above, Wellify will be free to adopt such

Feedback for any of its products or services, use it in any other manner, disclose, reproduce, license or otherwise distribute and exploit the Feedback provided to it as it sees, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise. You and/or Your Organization hereby waive any right to the Feedback, including but limited to, moral rights and any right for royalties or any other consideration. Without derogating from the above, you hereby grant us a worldwide, irrevocable, non-exclusive, royalty-free, perpetual, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform any information and/or content that you post, disclose, publish or otherwise make available in the course of Wellify's webinars, customer forums/blogs, community forums/blogs or any other similar event or venue, including without limitation for publishing and redistributing part or all of such information and/or content (and derivative works thereof) in any media formats and through any media channels and, and you hereby waive any moral rights in such information and/or content, to the extent permitted by law.