

End-User Terms

Shiftic AB ("**us**", "**we**" or "**our**") provides services to companies (a "**subscriber**") which are used by the subscriber's employees and other approved users ("**you**").

You are reading these end-user terms as you are an authorized user appointed by the subscriber and have been invited to use the services.

This document sets the terms for your usage of our services ("**end-user terms**").

Before you start you will need to:

- read, understand and accept the end-user terms; and
- confirm that you have read and understood how we process your personal data in relation to the services. This information is set out in our Privacy Notice.

INTRODUCTION

The Services are used by you under a license between us and the subscriber ("**Terms of Service**"). The **Terms of Service** allows the Subscriber to use the services within its own business and to invite authorized users. Other uses are prohibited.

USE OF THE SERVICE

The following terms regulates how you can use the services:

- You may only use the Services as an authorized user under the Terms of Service.
- Your use shall comply with all the end-user terms and Shiftic's Prohibited Use Policy, available shiftic.com/legal/prohibited-use-policy.
- You may not let anyone else use the Services in your name.
- You are responsible for using the Service in a private and secure manner. This means that:
 - You are required to follow written instructions from time to time provided to you by us for use of the Services.
 - You may not upload to, or transmit from, the Services any data, file, software, or link that contains or redirects to a virus, Trojan horse, worm, or other harmful component or a technology that unlawfully

accesses or downloads content or information stored within the Services or any third party.

- You must not upload, input, or otherwise submit to the Services any of the following:
 - Special categories of personal data as defined in Article 9 of the GDPR (including data revealing racial or ethnic origin, political opinions, religious beliefs, health, or biometric data);
 - Protected health information as defined under HIPAA or equivalent legislation;
 - Financial account numbers, payment card data, or government-issued identifiers (such as national ID or social security numbers); or
 - Any other categories of data for which applicable law imposes heightened obligations.
- You must ensure that you keep your login credentials confidential and promptly notifies us if you becomes aware of any unauthorized access to any the user login credentials or other unauthorized access to or use of the Services.
- You shall not sublicense, resell, time share or similarly exploit the Services
- You shall promptly notify us if you become aware of or reasonably suspect any illegal or unauthorized activity or a security breach involving your account, including any loss, theft, or unauthorized disclosure or use of a username, password, or account.
- You shall comply with all applicable laws and governmental regulations and may not use the Service for any illegal activity or to violate laws in your jurisdiction.

INTELLECTUAL PROPERTY RIGHTS

We and/or our licensors hold all rights, including intellectual property rights, to the Services and the software it includes. Unless otherwise set forth in the end-user terms, nothing in these end-user terms or other documentation between us and you or the Subscriber shall be considered to constitute a transfer of intellectual property rights between the parties.

You agree to fully comply with these end-user 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 end-user 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.

HOW CHANGES TO THE END-USER TERMS ARE MADE

We have the right to change these end-user terms. Changes will be communicated with you. By continuing to use the Services after any changes or alterations, you accept such changes. If you do not agree to the changes, you should no longer use the Services and inform the subscriber.

TERM AND TERMINATION

We may terminate your user account or suspend your access to the Services:

- in the event of your actual or suspected unauthorized use of the Services or if your use of the Services is not in compliance with the end-user terms,
- 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,
- without authorization attempts to destroy, distort, or obtain access to the information within the Services,
- if you otherwise use the Service in a manner that can cause damage to us or a third party, or
- if you have been inactive for twelve (12) months.

In addition, access to the Services will terminate immediately and automatically upon any termination or expiration of the Subscriber's Terms of Service with us. Upon any such termination or expiration, the Subscriber (including you) shall no longer be permitted to use the Services.

If you or we terminate the user account, or if we suspend your access to the Services, you agree that we shall have no liability or responsibility to you to the fullest extent permitted under applicable law to any refund, credit, or other compensation.

LIABILITY

Except where prohibited by law, we, our affiliates, suppliers and/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.

GOVERNING LAW

These end-user 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.