

# Terms of Service

## Self-Serve Plans

These Terms of Service ("ToS") constitute a legal agreement between the legal entity accepting these ToS ("you" or "Customer") and Shiftic AB, Reg. No. 559451-2666 ("Shiftic," "we," or "us") and governs your access and use of Shiftic's service (the "Service").

By using our services, you:

- Acknowledge that you have read, understood and accept these ToS;
- Agree to be bound by these ToS;
- Agree to our Privacy Policy;
- Agree to our Data Processing Agreement and
- Commit to comply with all applicable laws and regulations in relation to your use of the Service.

By accepting these ToS you represent and warrant that you are acting solely for purposes related to your trade, business, or profession and not as a "consumer" under applicable law. You further certify that you are an authorized representative with the legal capacity to bind your entity to these Terms. Use for personal purposes is strictly prohibited and may result in immediate account termination.

We may revise these ToS at any time by posting updated ToS on the Site or providing you with notice. Your continued use of the Services after any such changes constitutes your acceptance of the revised ToS.

## BACKGROUND

Shiftic develops and sells software products as a service for behaviour change and organisational transformation, delivered to companies as the Service.

You wish to use the Service in your business operations.

Shiftic agrees to provide and Customer has agreed to subscribe to the Service subject to the terms and conditions of these ToS.

## DEFINITIONS

Anonymised Data	means data originally derived from Customer Data that has been aggregated and/or otherwise processed so that it can no longer reasonably be used to identify the Customer, its Users, or any individual.
Customer Data	Means all data, information, or material submitted by the Customer or Users to the Service in the course of using the Service
Data Processing Agreement	Shiftic's Data Processing Agreement, available <a href="https://shiftic.com/legal/dpa">shiftic.com/legal/dpa</a>
Prohibited Use Policy	Shiftic's Prohibited Use Policy, available <a href="https://shiftic.com/legal/prohibited-use-policy">shiftic.com/legal/prohibited-use-policy</a>
Service Description	the description of the Service and the user instructions for the Service, available <a href="https://shiftic.com/legal/service-description">shiftic.com/legal/service-description</a>
Subscription Period	means the duration for which you and your User are authorized to access and use the Services as follows: <ul style="list-style-type: none"> <li>- <b>Paid Plans:</b> The Subscription Period shall be the initial term set out in the order process ("Initial Term"). Upon expiration of the applicable Initial Term, the Subscription Period shall automatically renew for successive applicable periods (each a "Renewal Term") unless terminated by either party in accordance with these ToS.</li> <li>- <b>Free Plans:</b> The Subscription Period is indefinite and continues until terminated. The User may terminate a Free Plan at any time without notice. Shiftic may terminate a Free Plan at its discretion by providing the User with at least one (1) month's prior written notice.</li> </ul>
Service	the subscription services described in the Service Description.

Software	the online software applications provided by Shiftic as part of the Service.
Subscription Fee	the subscription fee payable by the Customer to Shiftic for the User Subscriptions during the Subscription Period as described in the order process and always available in Organization Settings for Administrators logged in to the Service (applicable for Paid Plans).
Users	those employees (or other approved users, i.e. consultants and directors) of the Customer who are authorised by the Customer to use the Service, subject to the limitations set out in Service Description and as defined in the order process.
User Subscriptions	the user subscriptions which entitle Users to access and use the Service in accordance with this Agreement.

## LICENSE TO USE THE SERVICE

Subject to these ToS, Shiftic hereby grant you a limited, non-exclusive, non-transferable licence to access and use the Service, without the right to grant sublicences, to permit the Users to use the Service during the Subscription Period solely for your internal business operations.

In relation to the Users, the Customer undertakes that:

- the maximum number of Users that it authorises to access and use the Service shall not exceed the number of User Subscriptions it has purchased from time to time;
- it will not allow any User Subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual User, in which case the prior User shall no longer have any right to access or use the Service;
- each User shall keep a secure password for their use of the Service, and that each User shall keep their password confidential; and
- All Users are informed of the Prohibited Use Policy.

The Customer shall not access, store, distribute or transmit any material during the course of its use of the Service that is unlawful or facilitates illegal activity. Shiftic reserves the right, without liability or prejudice to its other rights to the Customer, to

disable the Customer's access to any material that breaches the provisions of this clause.

The Customer shall not:

- except as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties and except to the extent expressly permitted under this Agreement:
- attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Service or the Software, in any form or media or by any means; or
- attempt to de-compile, reverse compile, disassemble, reverse engineer, or otherwise reduce to human-perceivable form all or any part of the Service or the Software;
- Use the Service in breach of the Prohibited Use Policy;
- access all or any part of the Service to build a product or service which competes with the Service; or
- other than to the extent expressly permitted by the Service:
  - use the Service to provide services to third parties;
  - license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise make the Service available to any third party; or
  - attempt to obtain, or assist third parties in obtaining, access to the Service; or
  - introduce or permit the introduction of any virus into the Service or Shiftic's network and information systems.

The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Service and, in the event of any such unauthorised access or use, promptly notify Shiftic.

Users will be required to accept and adhere to the End-User Terms when accessing the Service. The Customer remains fully responsible for all actions taken by its Users and shall ensure their ongoing compliance with such terms and these ToS.

## **FAIR USAGE**

The Subscription of the Service includes unlimited initiatives, projects, and AI-assisted functionality for Users within the licensed department or function.

Usage is subject to fair use, meaning use that is consistent with normal, professional planning, design, and management of learning and change initiatives by human users.

Fair use does not include

- automated, scripted, or programmatic usage;
- systematic or high-volume processing unrelated to interactive professional workflows;
- use by unlicensed users;
- multiple persons using the same user account;
- or usage patterns that materially exceed what would reasonably be expected from a department of the licensed size and scope.

Fair use limits include specific daily, monthly, or annual credit thresholds. The Service reserves the right to introduce or adjust such thresholds upon reasonable notice, as communicated in the platform or in writing.

If usage patterns change significantly or fall outside fair use, adjustments to the license scope, user capacity, or pricing may be made by us as appropriate to ensure continued, sustainable use of the Services.

## **ELIGIBILITY**

The Service may only be used by Users if they are at least eighteen (18) years old. The Services are not intended for private or consumer use.

If we discover that we have collected personal data from a minor without verifiable parental consent, we will promptly delete that information. If you believe we may have collected such data, please contact us at [privacy@shiftic.com](mailto:privacy@shiftic.com).

The Services may not be used by Users located in, or acting on behalf of a person or entity located in, a country or territory that is subject to U.S., EU or UK embargoes or sanctions (including Cuba, Iran, North Korea, Russia, Syria, and the Crimea, Donetsk, or Luhansk regions of Ukraine), or if they are on any U.S., EU or UK list of restricted or prohibited parties. You represent and warrant that you and any Users are not subject to such restrictions.

By using the Services, you represent and warrant that you meet these requirements.

## **SERVICES**

Shiftic shall, during the Term, provide the Service to the Customer on and subject to the ToS of this Agreement.

Shiftic shall use commercially reasonable endeavours to make the Service available 24 hours a day, seven days a week.

We provide the Service using a combination of our own technology and third-party providers. We cannot guarantee the uninterrupted availability, performance, or security of the Service, unless specifically agreed with you. You understand and agree that interruptions, delays, or errors may occur, and that we will not be responsible for issues caused by those providers or by events beyond our reasonable control (including Force Majeure events).

Shiftic may continuously update the Service during the Term. Shiftic will make available to Customer new releases of the Service (meaning new releases, versions, and other updates and upgrades of the Service) as such become generally available without further fees.

For the avoidance of doubt, the Subscription Fee does not include any customer-specific customizations, modifications, integrations, or the development of bespoke features requested by the Customer. Any customer specific solutions shall be mutually agreed upon in a separate written agreement or statement of work.

We regularly update our security protocols to meet evolving threats. To view the latest news and a general overview of how we manage security in relation to our services, please visit [heytilda.com/security](https://heytilda.com/security) and [shiftic.com/legal/security-whitepaper](https://shiftic.com/legal/security-whitepaper). Note that this whitepaper is a living document provided for reference only.

## **SUBSCRIPTIONS**

You can use the Service under a free or paid plans, as available on your Shiftic Organization Settings and further described under.

Specific plan details and usage limits are available on our website and may evolve over time. If you are on a paid plan, we will not downgrade your features or reduce your service levels until your current subscription period ends.

Except where required by law, Subscription Fees are non-refundable and are billed in advance on an annual basis and renewed automatically unless you cancel before the renewal date in your account settings.

The Service is subject to credit limitations based on your selected subscription tier or plan.

Upon reaching your allocated credit limit, the Service will automatically transition to "View-Only Mode." In this mode, you may access existing data, but no new AI-generated content or Service actions can be performed.

Credits are non-transferable and will automatically renew after 24 hours, calculated from Central European Time (CET). Specific credit allocations and limitations vary depending on the service level or plan selected at the time of purchase.

## **USE OF GEN AI AND AI USE DISCLAIMER**

Shiftic uses artificial intelligence models integrated into the Service which generates the out-put from the Service. You are solely responsible for all data, documents and prompts you provide to the Service ("Input") and warrant that you have all necessary rights to use such Input. Based on this Input, one or more LLMs will generate content ("Output"). You acknowledge that due to the nature of machine learning, Output may not be unique and can be similar or identical to that generated for other users. Consequently, we do not guarantee that AI Output will be unique, free of third-party rights, accurate, or suitable for any particular purpose.

Shiftic does not monitor or review Input or Output (collectively, "Content"). Customer must independently review all Output for accuracy and appropriateness before use and assume all risks and responsibility for any decisions or actions taken based on it. The service is not provided for critical or high-risk functions (including medical, legal, financial, or safety-related purposes), and you agree not to rely on it for such critical or high-risk functions. AI Output may be similar or identical to content generated for other users who submit similar prompts.

You agree to comply with all applicable laws and regulations related to the development, deployment, and use of artificial intelligence technologies, including but not limited to data protection, privacy, and ethical considerations.

Shiftic leverages third party large language model (LLM) providers to deliver intelligent content generation and decision support features.

Users interact with the Service via a browser-based interface. During normal usage, users may:

- Enter data related to their organization or project;
- Upload documents;
- Engage in chat-based interactions with the Service Assistant.

Submitted Inputs are processed into structured components such as chunks or image snippets. These components are transformed into vector embeddings (mathematical representations of meaning) and stored securely within the the Service platform to enable context-aware interaction.

As Users engage with the Service, the system constructs prompts containing relevant context, including: project-specific data, prior conversation content, and applicable embeddings. These prompts are transmitted to the LLM via API.

Shiftic does not transmit raw document data or personal identifiers directly to the LLM. Only the minimum necessary context is included to ensure relevance, in accordance with our data minimization principles.

The LLM processes the prompt and returns generated Output, which is presented to the user in real time. No user or prompt data is stored or retained by LLM providers, and the Output is not used for model training by the LLM provider.

The language models provided by third party providers are pre-trained using a combination of publicly available and licensed datasets. These models are not trained on any customer data submitted through the Service.

The third party LLM services incorporate robust filtering and moderation layers to minimize bias, prevent harmful or inappropriate content.

At the Shiftic platform level, no additional automated input filtering is performed prior to prompt submission. However, to support you Shiftic embeds system-level safeguards into its AI assistant behavior. Specifically, Shiftic's system prompts instruct the assistant to:

- Remind users about GDPR compliance and privacy concerns when personal or sensitive information is detected or inferred in the conversation.
- Reinforce privacy and data protection principles in contexts involving data collection, analysis, or handling of potentially sensitive information.
- Guide users on appropriate data handling, including anonymization or minimization of personal data, where relevant to the use case.

These built-in behaviors are designed to proactively support you with responsible AI usage during interaction.

All interactions with the LLM models are subject to third party LLM providers zero-data retention policy: prompts and completions are processed in real time and not logged or reused for any training purposes.

As a result, personal data is excluded from model training by design. You may further implement additional data protection measures, such as masking or pseudonymization of data prior to input, according to your internal policies and risk considerations.

## USE OF DATA

### Personal Data and the Data Processing Agreement

Where Shiftic processes personal data (information relating to an identified or identifiable person) on your behalf as part of delivering the Services, that processing is governed by our Data Processing Agreement (DPA), which forms part of these Terms. The DPA sets out the purposes, duration, and conditions under which such data is processed.

### Prohibited Data

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.

Our Services are not designed or certified to handle such data. If you submit it in breach of these Terms, we disclaim all responsibility for any resulting harm, and the DPA will not apply to that data.

### Ownership of Customer Data

You retain all right, title, and interest in and to your Customer Data. You are solely responsible for the legality, accuracy, integrity, and quality of any Customer Data you submit to the Services.

Shiftic may use Customer Data provided that such data is anonymised or aggregated such that it cannot reasonably be used to identify you or your organisation.

### No Use for AI Model Training

Your Customer Data will never be used to train, fine-tune, or otherwise develop the underlying third-party artificial intelligence models used by the Services.

### License to Use Customer Data

The following sections describe the scope of the license you grant Shiftic to access and use your Customer Data, depending on your plan. In all cases, personal data is

excluded from these license grants and is governed solely by the Data Processing Agreement.

### **Service Delivery (all plans)**

You grant Shiftic a limited, non-exclusive license to access, process, and use your Customer Data to the extent necessary to deliver the Services to you. This includes:

- Providing and operating core product features, including future organisational memory and contextual suggestions within your own workspace;
- Ensuring the security, integrity, and availability of the Services; and
- Detecting and responding to misuse, abuse, or policy violations that may affect you or other customers.

This license covers processing carried out by Shiftic and by authorised subprocessors acting on Shiftic's behalf, such as AI model providers. Subprocessors are listed in the Data Processing Agreement and are subject to equivalent data protection obligations.

This license expires when your Customer Data is deleted from our systems.

### **Service Improvement (all paid plans)**

Shiftic may use your Customer Data (excluding personal data) under a non-exclusive, worldwide license to benefit all customers, provided that such data is fully anonymised or aggregated to prevent the identification of your organisation and any personal data:

#### **Product development**

- Operating, maintaining, and improving the features and performance of the Services;
- Evaluating and improving the quality and relevance of AI-generated outputs across the Services; and
- Establishing anonymised benchmarks for effective change management workflows within the platform.

#### **Analytics**

- Generating aggregated, anonymised usage analytics and performance metrics.

If you do not wish your Customer Data to be used for these purposes, you may opt out by contacting us at [privacy@shiftic.com](mailto:privacy@shiftic.com). Note that opting out might impact current and future insights, organisational memory and contextual features that depend on this processing.

### **Additional Uses (free plans only)**

If you use the Services under a free plan, Shiftic may use your Customer Data (excluding personal data) under a non-exclusive, worldwide license to benefit all customers, provided that such data is fully anonymised or aggregated to prevent the identification of your organisation and any personal data for the purposes described above for paid plans, and additionally for the following purposes, which primarily serve Shiftic's business interests:

**Product development**

- Quality assurance and testing, including evaluating new features and releases against real usage patterns; and
- Developing reusable templates and example content derived from anonymised patterns in how customers structure briefs, initiatives, and change programmes.

**Business communications**

- Marketing and promotional materials, including aggregate or anonymised statistics describing how customers use the Services and the outcomes they achieve; and
- Investor materials, press communications, and analyst briefings, using anonymised or aggregated data to describe product performance and customer outcomes.

The opt-out described for paid plans is not available on free plans. To access enhanced data-handling controls, including the ability to restrict use of your Customer Data to service delivery only, please upgrade to a paid plan.

**SUPPLIER'S OBLIGATIONS**

Shiftic shall perform the Service in accordance with the Service Description and with reasonable skill and care.

Shiftic's obligations shall not apply to the extent of any non-conformance which is caused by use of the Service contrary to Shiftic's instructions, or modification or alteration of the Service by any party other than Shiftic or Shiftic's duly authorised contractors or agents. If the Service does not conform with these ToS, Shiftic will, at its expense, use reasonable commercial endeavours to correct any such non-conformance promptly. Such correction constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in this clause 7.

Shiftic:

- does not warrant that:
  - the Customer's use of Tilde will be uninterrupted or error-free; or

- that the Service and/or the information obtained by the Customer through the Services does not guarantee desired results.
- is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

Shiftic shall follow its archiving procedures for Customer Data. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against Shiftic, unless otherwise agreed, shall be for Shiftic to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Shiftic. Shiftic shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by Shiftic to perform services related to Customer Data maintenance and back-up for which it shall remain fully liable).

The Customer must maintain their own account configurations and report any issues using the integrated support tools.

## **CHARGES AND PAYMENT**

Customers on paid plans will pay the Subscription Fee to Shiftic for their active User Subscriptions.

The Subscription Fee for any renewed Subscription Period will be communicated by Shiftic at least thirty (30) days prior to the end of the then-current term.

If Shiftic has not received payment on the due date, or if you have not terminated the subscription 10 days prior to the renewal date or switched to a free plan, and without prejudice to any other rights and remedies of Shiftic:

- Shiftic may without liability to the Customer, disable the Customer's password, account and access to all or part of the Service and Shiftic shall be under no obligation to provide any or all of the Service while the invoice(s) concerned remain unpaid; and
- interest shall accrue on a daily basis on such due amounts at an annual rate according to the Swedish Interest Act (Sw. *Räntelag (1975:635)*), commencing on the due date and continuing until fully paid.

All amounts and fees stated or referred to in this Agreement:

- shall be payable in the amount set out in order/renewal process;

- are non-cancellable and non-refundable;
- are exclusive of value added tax or other taxes and levies, which shall be added to Shiftic's invoice(s) at the applicable rate.

Subscription Fees are subject to changes and will apply to all subsequent subscription renewals.

## **PROPRIETARY RIGHTS**

The Customer acknowledges and agrees that Shiftic and/or its licensors own all intellectual property rights in the Service. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Service.

Shiftic confirms that it has all the rights in relation to the Service and the associated materials that are necessary to grant all the rights it purports to grant under, and in accordance with, the ToS of this Agreement.

The Customer will own all Content and other Outputs that the Customer generates through the use of the Service.

For the purpose of further development and continuous improvement of the Service, Shiftic will retain ownership of all concepts, know-how, frameworks, methodologies, software, algorithms, databases, content, models, and industry perspectives developed or enhanced outside of or in connection with the Service, provided it does not contain the Customer's confidential information.

The Customer retains the ownership of Customer Data provided by the Customer to the Service.

The Customer shall not provide any data to Shiftic or the Service (i) in violation of applicable law; (ii) to which it does not hold all right, title and interest necessary; or (iii) that contains or constitutes personally identifiable information of any third party.

## **LIMITATION OF LIABILITY**

The Services provides a basis, and templates, for Customer's own educations and employee learnability and development. Customer acknowledges and agrees that Shiftic has no control over or liability for any results or outcome of Customer's use of Shiftic. Shiftic does not supplant the Customer's management or other decision-making bodies and does not guarantee results. The Customer remains solely

responsible for its decisions, actions, use of the deliverables, and compliance with applicable laws, rules and regulations.

Shiftic has no liability for any indirect cost or losses, loss of business, loss of data or revenue arising out of or related to this Agreement or the Service.

**Paid Plans.** Shiftic's total liability under this Agreement for any actual direct loss or damage shall not in any case exceed the higher of the total fees paid or payable by Customer to Shiftic under the twelve (12) preceding months, where the total fees under twelve (12) months shall be based on an average during the time the Agreement has been in force.

**Free plans.** Customer acknowledges that free plans are provided "as-is" and free of charge, reflecting a total allocation of risk to the Customer. To the maximum extent permitted by applicable law, Shiftic's total liability for free Subscriptions shall be limited to a maximum of €100 (one hundred Euro).

The aforementioned limitations of liability shall not apply to costs or losses caused by gross negligent or intentional acts or omissions.

## INDEMNIFICATION

You agree to indemnify and hold us harmless from any claims, damages, losses, or expenses (including reasonable legal fees) arising out of or related to:

- your misuse of the Services, including breach of the Fair Use Policy and Prohibited Use Policy;
- your failure to comply with applicable laws or regulations;
- your violation of the ToS of any third-party provider;
- any In-Put you provide, including claims of infringement, misappropriation, or violation of third-party rights.

## CONFIDENTIAL INFORMATION

For the application of this Agreement, confidential information shall mean non-public business, financial, technical and other proprietary information. Confidential information of Shiftic includes without limitation the Service (including the operation of or methods, techniques, tools, licences or processes used in creating, developing, applying or maintaining the Service), pricing therefore, and any product plans or roadmaps provided by Shiftic. Confidential Information of Customer includes any Customer Data that may be provided to Shiftic for purposes of the Service.

Each Party agrees not to use any confidential information of the other Party for any purpose except to perform its obligations under this Agreement and to the extent permitted.

Each Party shall not disclose any confidential information of the other Party to third parties or to such Party's employees, except to those employees, consultants or advisors of the receiving Party who are required to have the information in order to perform its obligations or exercises its rights under this Agreement and to the extent permitted.

The obligations of the Parties regarding confidential information shall survive for a period of two (2) years from the date of disclosure.

Confidential information does not include any information recipient can demonstrate: (i) is in recipient's possession at the time of disclosure; (ii) is independently developed by recipient without use of or reference to confidential information; (iii) becomes known publicly, before or after disclosure, other than as a result of recipient's improper action or inaction; or (iv) is approved for release in writing by the disclosing Party.

Each Party shall see to that any person or entity receiving confidential information from that Party which belongs to the other Party, is bound by confidentiality obligations similar as strict as the ToS and conditions herein.

Each Party providing confidential information to another person or entity is responsible for that such person or entity treats the confidential information received confidential and that it is not (further) disclosed to any other person or entity.

No Party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

Each Party reserves all rights in its Confidential Information. No rights or obligations in respect of a Party's Confidential Information other than those expressly stated in this Agreement are granted to the other Party, or to be implied from this Agreement.

Customer warrants that it has all necessary rights and consents to provide confidential information to Shiftic for the use contemplated by these ToS.

A Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such

disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause, it takes into account the reasonable requests of the other Party in relation to the content of such disclosure.

## TERM AND TERMINATION

**Term.** These ToS commence on the earlier of: (i) the Customer's acceptance of these ToS, or (ii) the Customer's initial use of the Services. The Agreement shall remain in effect for the Subscription Period (for paid plans) associated with the Customer's selected plan and shall continue to apply as long as the Customer maintains an account with Shiftic, unless terminated earlier in accordance with the provisions herein.

**Paid plans.** The Subscription Period will automatically renew for subsequent periods, unless either party gives the other written notice of its intent not to renew at least ten (10) days prior to the end of the then-current term. If you do not want to continue under a paid plan, you may choose to subscribe for a free plan.

**Free plans.** The Subscription Period may be terminated by you at any time while access continues until the end of the subscription period..

**Suspension and Termination for Breach.** We may suspend or terminate your account, access to the Service, or any portion thereof immediately if we reasonably believe you have violated these ToS or engaged in fraudulent, abusive, or unlawful activity. Suspension or termination does not limit any other remedies available to us under law or equity, and you remain responsible for all fees and charges incurred up to the date of suspension or termination.

**Early termination.** Either Party may terminate this Agreement upon written notice to other Party:

- for any material breach of any provision of this Agreement or applicable licenses ToS by the other Party which is not curable; or for any breach(es) of the provisions of this Agreement or applicable licenses ToS which, if curable, remain to be cured on expiry of thirty (30) days after receipt of such notice specifying the breach and seeking cure thereof; or
- if the other Party has a receiver, administrator or liquidator appointed to the whole or any substantial part of its assets or if an order is made or a resolution passed for the winding up of the Party which is not revoked within seven (7) days.

Customer's breach of the applicable license ToS or failure to provide payment in accordance with the Agreement despite reminder is always considered material breach of this Agreement.

We may terminate this Agreement subject to one (1) months notice if you have a free plan.

On termination of this Agreement for any reason:

- all licences granted under this Agreement shall immediately terminate and the Customer shall immediately cease all use of the Service;
- Shiftic may destroy or otherwise dispose of any of the Customer Data in its possession unless Shiftic receives, no later than ten days after the effective date of the termination of this Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. Shiftic shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by Shiftic in returning or disposing of Customer Data; and
- any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

Survival

- On termination or expiry of this Agreement, the following clauses shall continue in force: 10 (Proprietary Rights), 11 (Limitation of Liability), 12 (Confidential Information), 13 (Term and Termination), 15 (Miscellaneous), (16) Governing law and Jurisdiction.
- Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

## **FORCE MAJEURE**

Neither Party shall be in breach of this Agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of

such obligations shall be extended accordingly. If the period of delay or non-performance continues for four (4) weeks, the Party not affected may terminate this Agreement by giving 30 days' written notice to the affected Party.

## MISCELLANEOUS

**Variation.** No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**Waiver:** A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

**Assignment.** You may not assign, delegate, or transfer these ToS, by operation of law or otherwise, without our prior written consent. We may assign, delegate, or transfer these ToS, in whole or in part, without restriction. Any attempt to assign in violation of this section is void.

**Rights and remedies:** The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

**Severance:** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

**Entire agreement:** This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

**Conflict:** If there is an inconsistency between any of the provisions of this Agreement and the provisions of the schedules, the provisions of this Agreement shall prevail.

**No partnership or agency:** Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

**Notices:** We may provide notices to you (including changes to these ToS, updates to our Services, or other important information) by email to the address associated with your account, through in-product notifications, or by posting on our website. Notices are deemed given when sent.

All legal notices to us must be sent to:

Email: [legal@shiftic.com](mailto:legal@shiftic.com)

Address: Shiftic AB, Plantagegatan 19, 216 16 Limhamn, Sweden

Notices sent by email are deemed received when sent; notices sent by mail are deemed received one business day after mailing.

**Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

## **GOVERNING LAW AND JURISDICTION**

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Sweden.

Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by Swedish courts with Malmö district court (Malmö tingsrätt) as the court of first instance.

This Agreement has been entered into on the date stated at the beginning of it.

Version 2026:01