Terms of Use

of The Loop54 Group AB

Västmannagatan 1, 111 24 Stockholm, Sweden

(“Loop54”)

Version 1.0 (valid as of 2026-04-01)

§ 1 Subject matter

(1) These Terms of Use apply to all contracts for the use of Loop54’s software solutions ("Software") within the framework of a SaaS model.

(2) The scope of functions of the current version of the software is set out in the service description at https://www.fact-finder.com/landing-page/contract-related-documents-infinity.html.

(3) Customer-specific documents (order form, communication data, DPA) are always an integral part of the contract.

(4) Any deviating terms and conditions of the Customer do not apply.

§ 2 Conclusion of contract

(1) Unless expressly designated as binding, price indications from Loop54 are non-binding. Product catalogs, samples, price lists, and the like do not constitute binding offers.

(2) Unless otherwise stated, Loop54 is bound by a binding order form for three weeks from the date of the offer.

(3) A contract is concluded when the Customer signs the order form.

(4) Any amendment to the order by the Customer is deemed a rejection of the original order form and the submission of a new order form by the Customer. If Loop54 does not accept this new order within three weeks of its receipt, no contract is concluded.

(5) Loop54 always retains its rights to price quotations and all other documents, in particular ownership rights, copyrights, and all other rights of use, reproduction, or exploitation. The Customer may not make them available to third parties without express consent. If no contract is concluded, all documents must be returned to Loop54 upon request.

§ 3 Services

(1) The Customer receives the necessary access data from Loop54 for the use of the Software as an executable program. The source code of the Software is not part of the contract.

(2) During the term of the contract (§ 15), Loop54 will provide the following accompanying services, the scope of which depends on the selected service level ("Essential" or "Enterprise"):

(a) Hosting of the Software (§ 7)

(b) Support (§ 8)

(c) Troubleshooting (§ 9)

(d) Updates (§ 10)

(3) Insofar as agreed, Loop54 provides additional services ("Professional Services") at its standard hourly rate in effect at the time the services are performed. These are technical services for the Customer to individually configure the Software, for example, upon conclusion of the contract, as well as license extensions and consulting and training services.

(4) The dates on which individual Professional Services are to be provided will be agreed individually with the Customer. Any absences of the required personnel due to vacation or illness may require a change of date.

(5) All information provided by Loop54 regarding the expected time and costs of an ordered service are estimates based on the conditions stated by the customer and are non-binding, unless they are designated as binding. The same applies to information about delivery and performance dates.

(6) At the beginning of the contract the Customer specifies persons who are authorized to request services and whom Loop54 can contact in case of queries. Changes to the contact data are updated by the Customer in a timely manner. If the Customer fails to do so, Loop54 is not liable for any delays in performance and reserves the right to charge the Customer for any resulting expenses.

(7) Both parties are released from their respective contractual obligations insofar as they are unable to fulfill them due to force majeure. Force majeure refers to circumstances beyond the control of the affected party, e.g. strikes, epidemics, natural disasters, failures of energy supply or technical infrastructure as well as riots, terrorist attacks or acts of war.

§ 4 Omikron and Subcontractors

(1) Loop54 regularly uses the affiliated company Omikron Data Quality GmbH, Habermehlstraße 17, 75172 Pforzheim, Germany (“Omikron”), for the provision of services. Unless expressly provided otherwise, the term "Loop54" therefore includes Omikron and the provisions of this Agreement equally apply to Omikron. In this case, Loop54 remains responsible for fulfilling the obligations arising from this contract.

(2) Loop54 is entitled to have individual services performed by third parties. As far as necessary for the proper fulfillment of the contractual obligations, these third parties may be given access to documents, information and data of the Customer within the framework of the data protection regulations. The subcontractors currently commissioned by Loop54 are listed at https://www.fact-finder.com/media/loop54_subcontractors.pdf.

(3) Even when using Omikron or third parties, Loop54 remains responsible for the fulfillment of its contractual obligations.

§ 5 Copyright and Right of Use

§ 5.1 Software

(1) The Software is subject to Loop54´s copyright. Loop54 grants the Customer the non-exclusive and non-transferable right to use the Software for its intended purpose during the term of the contract.

(2) The Customer may use the Software on the domains specified in the order form.

(3) The Customer immediately notifies Loop54 of all domains used by it and not yet named in the order form, as well as any subsequent changes. In the event of delayed or completely missing notifications, Loop54 reserves the right to subsequently charge for the use contrary to the order form.

(4) Use of the Software outside of the limits specified in the order form is not permitted. However, the Customer can agree on a license change with Loop54 at any time.

(5) The Customer is not allowed to make the Software available to third parties against payment or free of charge and must prevent unauthorized access by taking appropriate precautions. The Customer will inform Loop54 immediately if he becomes aware of such access attempts.

(6) The Customer is liable for all damages incurred by Loop54 from a violation of the right of use.

§ 5.2 Documents

(1) All documents created for the Customer or otherwise provided to the Customer, even temporarily, are subject to Loop54's copyright.

(2) Insofar as the documents have been created by Loop54 specifically for the Customer, the Customer receives the irrevocable and exclusive right to use and exploit the documents and the information contained therein as desired.

(3) Regarding all other documents that have been permanently provided to the Customer, they only receive a non-exclusive right for their own use which in particular does not include any reproduction, distribution or other exploitation.

§ 6 Scope of use of the Software

(1) The scope of the right of use of the Software follows from the license as agreed in the order form.

(2) In order to determine the volume actually used, Loop54 will on the first business day of each month check the number of search queries sent to the Software. The basis for calculation is the average search volume of the preceding month, alternatively the elapsed term of the contract as long as it is shorter. If the transmitted data is implausible, Loop54 reserves the right to estimate the actual scope of use if necessary.

(3) If the volume actually used exceeds the licensed scope of use, Loop54 will inform the Customer. The monthly additional usage will be invoiced to the Customer retroactively per month (see Annex 1). If the averaged additional use per quarter is more than 30% of the agreed scope of use, the Customer will be ranked in the appropriate license category at the beginning of the next month. If the volume actually used falls below the licensed scope of use, this does not automatically lead to a downgrade.

§ 7 Hosting of the Software

(1) Loop54 provides the Customer with the Software and storage space for their own data on a server for use of the software via the Internet. For the possible processing of personal data by Loop54, please refer to https://www.fact-finder.com/landing-page/contract-related-documents-infinity.html.

(2) The availability of the server is 99.99% per month. Periods in which access to the server is limited due to maintenance or disruptions not attributable to Loop54 do not count towards this value and thus do not constitute outage.

(3) Downtime begins at the point in time when the hosting service is no longer accessible or no longer responds to requests. Downtime ends as soon as Loop54 has eliminated the malfunction and the hosting service is available to the Customer again. There will be no explicit notification when the malfunction is eliminated.

(4) For each month in which the level of availability promised in para. 2 is not achieved, the Customer will be credited with the hosting fee of 20% (SL "Essential") or 30% (SL "Enterprise") of the total costs for the use of the software (excl. Professional Services) as specified in the order form upon request.

(5) Credits will be applied to the invoice following the month the credit was accrued. A pending credit does not release the Customer from their obligation to pay Loop54 invoices submitted for payment in full when due.

(6) To the extent necessary to fulfill contractual obligations, the Customer allows Loop54 to technically and/or organizationally manage its data.

(7) Input, maintenance and backup of the data required to use the Software is the sole responsibility of the Customer. Loop54 therefore is liable for any damage to the Customer's data only insofar as Loop54´s fault can be proven. Liability is excluded for damage to data that the Customer has provided in test, staging or dev channels.

§ 8 Support

(1) Loop54 keeps qualified personnel available Monday through Friday 08:00 a.m. to 5:00 p.m. CET for Customer inquiries via email to infinity.support@fact-finder.com in order to support the Customer in case of malfunctions and questions regarding the operation of the Software. Support by a specific Loop54 employee cannot be guaranteed.

(2) Provided that there is no malfunction to be remedied in accordance with § 9, Loop54 will answer support requests from previously named contact persons of the Customer in a reasonable amount of time, taking into account the order of receipt and urgency. The solution of the problem underlying a request within a certain time cannot be promised.

(3) Loop54 is not obliged to answer inquiries of the Customer,

(a) which obviously are based on the fact that the minimum system requirements specified in the documentation for the Software are not met,

(b) which refer to products or malfunctions which are obviously not related to the Software and the requirements necessary for its operation, e.g. virus scanners or other security software,

(c) which concern the support of third-party systems (software and hardware), as far as Loop54 has not contractually assumed responsibility for these,

(d) relating to the support of Customer-specific application adaptations or individual enhancements not carried out by Loop54.

§ 9 Troubleshooting

(1) Loop54 will remedy malfunctions in connection with the Software that occur during the term of the contract with regard to their severity, where the simultaneous occurrence of several malfunctions may be classified as a malfunction of the next higher category:

(a) Critical malfunction (Level 1): No Functionality, i.e. neither the Software nor the Fall-Back Solution is available.

(b) Major malfunction (Level 2): Limited Functionality, i.e. the Software is unavailable, but the Fall-Back Solution is available.

(c) Other malfunction (Level 3): A non-critical feature is unavailable.

(2) As a fail-safe Loop54 provides the Customer with a Fall-Back Solution, i.e. a search engine which comprises certain critical features in case the Software itself is unavailable. These critical features include:

- Search functionalities
- Faceting functions
- Category and product listings

(3) A designated contact person of the Customer will report malfunctions by email to the address specified in § 8 para. 1. He will attempt to provide a preliminary classification of the malfunction according to para. 1 with regard to the likely effects on the Customer's business operations. The notification must be precise enough to allow Loop54 to begin troubleshooting in an effective way and thus must contain the following:

- Description of the error symptoms
- Time of the error
- Affected channel or domain
- Affected system (Live, Stage or other)
- Steps to reproduce the error
- What was the goal to be achieved?
- Screenshots of the application and the error message

- Description of the Customer's IT systems
- Description of third-party software used
- If necessary, access data to the Customer's systems

(4) Loop54 will respond and commence with troubleshooting subject to the service level (“Essential” or “Enterprise”) and depending on the time the malfunction is reported by the Customer as can be seen in the following table:

Service Level	**During Office Hours (Mon-Fri, 8-17)**	**Mon-Fri 7-8 & 17-24 Sat/Sun 9-19**	**Remaining Hours**
Critical Malfunction (Level 1)			
Enterprise	Immediate	2h	3h
Essential	2h	Next Working Day	Next Working Day
Major Malfunction (Level 2)			
Enterprise	1h	4h	6h
Essential	Next Working Day	Next Working Day	Next Working Day
Other Malfunction (Level 3)			
Enterprise	Same Day	Next Working Day	Next Working Day
Essential	Next Working Day	Next Working Day	Next Working Day

(5) The remedy of a malfunction within a certain time cannot be promised. Insofar as it is foreseeable for Loop54 that a critical or significant malfunction cannot be remedied within a reasonable period of time, Loop54 will immediately endeavor to find a temporary workaround and then remedy the malfunction as quickly as possible.

(6) If the alleged malfunction is not verifiable, reproducible or attributable to Loop54, Loop54 reserves the right to charge the Customer for the expenses according to the standard hourly rate for Professional Services (§ 3 para. 3)

(7) Loop54 is not obliged to remedy malfunctions that are due to improper operation of the Software, changes made or interference in the implementation by the Customer without Loop54’s written approval. The same applies for malfunctions caused by force majeure, external attacks or intervention by third parties.

§ 10 Updates

(1) Loop54 will provide the Customer with updates subject to availability.

(2) By means of the updates, the Software is continuously improved, adapted to the general technical development and the requirements of the users. After an update, new functions of the Software may therefore be available and previous functions may be presented differently, for example in their operation or user guidance.

§ 11 Consulting Services, training and workshops

(1) Upon the Customer´s request and for additional remuneration Loop54 provides consulting services, training courses and workshops subject to the following provisions.

(2) Loop54 designs training courses and workshops in such a way that an attentive participant can achieve the intended goals. A specific gain in knowledge or training success is not promised.

(3) The Customer ensures that the information conveyed to Loop54 for the provision of individual consulting services is accurate and complete. Loop54 does not have any duty to investigate in this regard. § 12 para. 1 applies accordingly.

(4) Any recommendations are made to the best of the knowledge and belief of the Loop54 employees in charge. Loop54 assumes no liability for the occurrence of the described effects and the achievement of the goals stated.

§ 12 Obligations of the Customer to cooperate

(1) The customer provides Loop54 with all information and data required for the services in a complete and correct manner. Loop54 is not obligated to conduct any research in this regard. If necessary, the customer temporarily provides Loop54 with hardware and other objects or grants Loop54 access to the hardware and software infrastructure of its online store.

(2) The Customer will ensure continuous training of their employees handling the Software. This in particular applies to the employees designated as contact persons.

(3) The Customer fulfills its obligations to cooperate in its own interest and may not demand remuneration for this. If the customer does not fulfill its duties to cooperate, any agreed-upon performance dates are extended accordingly. Loop54 reserves the right to temporarily suspend services after a reasonable period of time and to resume them at its own discretion.

§ 13 Acceptance of produced work

(1) If Loop54 has been tasked by the Customer to produce a work, Loop54 notifies the Customer upon completion so that he can inspect it for acceptance.

(2) The customer accepts the produced work if it meets the agreed acceptance criteria. Defects found during the acceptance inspection are recorded by the Customer in an acceptance protocol. Loop54 will

as soon as reasonably possible eliminate defects that prevent acceptance and will make the work available for acceptance again. Other defects will be eliminated by Loop54 within the scope of its warranty (§ 16).

(3) A defect that prevents acceptance exists if the work is unusable for the agreed purpose or if the Customer cannot be expected to use it, even temporarily.

(4) The Customer may declare acceptance expressly or by conclusive action. In particular, the work is also deemed to have been accepted if the Customer

(a) makes productive use of the work, unless such use is solely for the purpose of inspection for acceptance; or

(b) has not refused acceptance within 14 calendar days from Loop54´s notification that the work is ready to be inspected for acceptance due to defects that are not merely insignificant or he has not declared justified reservations against the acceptability of the performance.

(5) The provisions of para. 1 to 4 shall apply accordingly in the case of partial acceptance.

§ 14 Remuneration and terms of payment

(1) The remuneration owed by the Customer is primarily determined by the order form. The general provisions in para. 2 to 6 therefore only apply if nothing to the contrary is specified in the order form.

(2) The obligation to pay remuneration for the use of the software and the accompanying services begins as soon as the Customer receives the access data (= provision of a development environment/DEV server for the project).

(3) Remuneration for the use of the Software (§ 3 para. 1 s. 1) and for the accompanying services (§ 3 para. 2) shall be paid annually in advance.

(4) Recurring Professional Services will be invoiced according to expenses as specified in the order form and will be invoiced monthly. The Customer must raise any objections in writing within a period of 14 calendar days. After expiry of the deadline the activity record is deemed to have been approved. One-time Professional Services will be invoiced upfront after signature.

(5) If the costs for service provision have increased noticeably since the beginning of the contract or since the last price increase (except for license upgrades and extensions), Loop54 reserves the right to adjust the prices accordingly. Any price increase shall not exceed 2% and may occur no more than once in any calendar year. Loop54 will announce any intended price increase at least three months in advance.

(6) If agreed upon, travel costs and expenses will be invoiced separately. For travel time half of the standard hourly rate for Professional Services (§ 3 para. 3) applies. If the Customer cancels agreed upon on-site appointments less than 48 hours before the start, Loop54 reserves the right to charge the Customer for the costs incurred for travel and overnight accommodation or cancellation fees.

(7) The remuneration is due for payment 30 calendar days after a proper invoice has been sent by email to the Customer's specified address.

(8) If payment is due but remains unpaid for two months or longer, Loop54 is entitled to suspend operation of the Software until it is paid in full.

(9) The Customer may set-off claims against Loop54 only if they are undisputed or have become legally binding. The Customer is entitled to a right of retention or to the defense of non-performance only within the limits of this contract.

§ 15 Contract term and termination

(1) Unless otherwise specified in the order form, the initial contract term is 36 months.

(2) The contract begins upon the Customer's signature of the order form.

(3) Unless otherwise specified in the order form, the contract will be extended for a further 12 months if it is not terminated in writing by either party with three months' notice to the end of the respective term.

(4) The mutual right to extraordinary termination for good cause remains unaffected. Good cause for Loop54 consists in particular in the fact that the Customer

(a) infringes the right to use the Software granted to it in § 5.1 or

(b) is in default of payment of the remuneration owed pursuant to § 14 for more than two months.

Good cause for the Customer consists in particular in the fact that Loop54

(a) does not grant to it the right of use promised in § 5.1 or

(b) fails to achieve the promised availability of the server in accordance with § 7 para. 2 for more than two consecutive months.

§ 16 Warranty for defects

(1) Loop54 guarantees that the deliverables (Software and Professional Services) have the agreed quality. They are not afflicted with defects that cancel or reduce their value or suitability for the customary use or the use intended under the contract. The relevant moment is the passing of risk, i.e., in case of Software, the transfer of the access data, and in case of Professional Services, acceptance by the Customer.

(2) Unless an acceptance inspection (§ 13 para. 1) is to be made anyway, the Customer immediately has to inspect the deliverables for defects and notify Loop54 of any defects in writing within a period of 14 calendar days after passing of risk. If the Customer fails to notify Loop54 in a timely manner, the deliverables are considered approved unless the defect was not discernible during the inspection. If such a defect is discovered later, the notification must be made immediately after discovery; otherwise, the deliverables also in this respect are considered approved.

(3) Loop54 immediately remedies defects reported in a timely manner or listed in the acceptance protocol (§ 13 para. 2) within the scope of technical feasibility. The specific type of remedy will be chosen by Loop54.

(4) The Customer supports Loop54 when analyzing malfunctions and remedying defects in accordance with § 12 para. 1.

(5) Any warranty claims will become statute-barred within one year from the passing of risk.

(6) If Loop54 provides services in the search for or remedying of defects without being obliged to do so, Loop54 may demand of the Customer to have their respective expenses reimbursed based on the standard hourly rate for Professional Services according to the Order Form. This applies in particular if a defect cannot be proven, reproduced or attributed to Loop54.

§ 17 Liability

(1) Insofar as they are at fault, both parties are liable for damage due to the breach of contractual obligations.

(2) The amount of liability for simple negligence is limited to the damage typically foreseeable for the damaging party at the time of the breach of duty, however not exceeding an amount of EUR 10,000 per damaging event.

(3) Non-contractual liability remains unaffected.

(4) Liability is excluded

(a) if the Customer is responsible for the damage, in particular because they have

- not fulfilled their obligations to cooperate (§ 12),
- used services not in accordance with the order form (e.g. operating errors, use of hardware or software that does not comply with specifications),
- made unauthorized changes to the Software or other subject matter of Loop54´s services
- disregarded legal or contractual provisions for mitigation of damages;

(b) for loss of profit;

(c) for damage resulting from cyber attacks by third parties.

(5) Loop54 always maintains sufficient insurance coverage for the above claims for compensation and proves this to the customer upon request.

§ 18 Third party rights

(1) If third parties assert claims against the Customer due to alleged infringements of property rights by the Software, Loop54 will indemnify the Customer for any damage. This, however, requires the Customer to inform Loop54 immediately about the claim and not taking any action against the third party without first consulting with Loop54.

(2) If third parties assert claims that prevent the Customer from exercising their contractual right to use the Software, they must inform Loop54 immediately in written form.

§ 19 Data protection

(1) Loop54 complies with any and all legal regulations on data protection when processing the Customer's personal information. This includes the provisions of the Data Protection Agreement (DPA) concluded with the Customer.

(2) Insofar as Loop54s subcontractors (§ 4 para. 2) come into contact with personal data, a DPA is concluded with them in advance, which can be viewed upon request.

(3) In order to achieve even better data protection, the customer is recommended to anonymize their personal data so that the respective data subject cannot be identified. The GDPR does not apply to such anonymized data; Loop54 nevertheless complies with the corresponding standards in its processing.

§ 20 Analysis of user behavior

(1) If the Customer itself or through third parties (e.g. Google Analytics) collects data about user behavior on the domains mentioned in the order form, they may make the data available to Loop54 upon request. This can be done, for example, through:

- A shared or special guest access to third-party software (e.g., Google Analytics).
- The manual submission of a file (e.g. CSV or Excel)

(2) Loop54 uses the transmitted data exclusively for the continuous improvement of the Software and thus at the same time for the improvement of the search function of the Customer's online store. The Customer can at any time cancel the transfer of data and Loop54 upon notification by the Customer will immediately stop further analysis of data already received.

(3) Primarily the following data is transmitted:

- Use of individual search functions
- Use of search terms
- Conversion rate
- Per session value
- Average order value

(4) The transmitted data will be stored on Loop54's servers and will be deleted after a reasonable period of time upon completion of the analysis. Under no circumstances the data will be passed on to third parties.

(5) Insofar as personal data is involved, the Customer will obtain the necessary consent of the respective data subject prior to its transfer to Loop54.

§ 21 Confidentiality

(1) The treatment of confidential information is governed primarily by the Confidentiality Agreement (NDA) concluded between the parties, which shall remain in force for five (5) years after termination or expiration of the business relationship.

(2) If there is no Confidentiality Agreement between the parties, they nevertheless will keep secret all confidential information, in particular business or trade secrets, of which they become aware in the course of their business relationship and will neither disclose nor exploit such information in any other way.

(3) The duty of confidentiality does not apply if the information in question is required to be disclosed pursuant to the decision of a court, the order of a public authority or statutory law. The party so obliged will promptly notify the other party of the disclosure and disclose the information in such a manner that confidentiality is maintained to the maximum extent possible.

§ 22 Referencing

Unless the Customer objects expressly, Loop54 may name the Customer as a reference in its sales and marketing documents. The Customer's logo may be used and a link to the Customer's website may be set. The Customer provides Loop54 with their logo and a reference statement upon request. This includes, for example, participation in a case study, a joint webinar or press article or the rating on a comparison platform (G2 rating). The Customer may object to the use of their logo at any time. Loop54 will then stop using it in the future, effective from the date of the objection. Depending on the agreed joint activity, the Customer is available for any interviews and provides data and information to the extent required in each case. The time and scope of the respective activity are coordinated between Loop54 and the customer.

§ 23 Final provisions

(1) Unless provided otherwise, declarations between the parties will be made in written form with email being sufficient. Amendments to this contract must be made in writing.

(2) Swedish law applies with the exclusion of the UN Convention on Contracts for the International Sale of Goods.

(3) The place of jurisdiction is Stockholm, Sweden.

(4) Should one of the above provisions be or become invalid or should a necessary provision be missing this will not affect the validity of the remaining provisions. The parties in this case will endeavor to find a mutually agreeable provision.

Annex 1

Monthly additional searches over the included volume (see § 6) are billed according to the following schedule:

Additional Searches per month	**Price per Search in EUR**	**Price per Search in SEK**
First 50.000	EUR 0,012	SEK 0,12
Next 100.000	EUR 0,006	SEK 0,06
Next 200.000	EUR 0,003	SEK 0,03
Next 400.000	EUR 0,0015	SEK 0,015
Higher volumes	EUR 0,001	SEK 0,0075