



Terms of Use

1. Introduction

These Terms of Use constitutes a binding contract between you and Brainville AB, reg. no. 556893-4680, and governs your use of and access to websites and tools owned by Brainville used to connect buyers and sellers of professional services ("The Service").

These Terms, or any part thereof, may be modified by us, including the addition or removal of terms at any time, and such modifications, additions or deletions will be effective immediately upon posting. You will need to accept the new Terms before being able to use the Service.

The Terms of Use, including rights or obligations hereunder, may not be assigned or pledged by you without Brainville's prior written consent.

2. Modification of the Service

Brainville reserves the right to modify the Service or any part thereof. Brainville does not guarantee that the Service is always available.

3. Registration

You can use the online registration form on the Brainville website to create a user account ("Your Account") that will give you access to all features of The Service. We will use the information you provide in accordance with the Privacy Policy. By registering you represent and warrant that all information that you provide on the **registration** form is current, complete and accurate to the best of your knowledge, and that you will update such information so that it is, at all times, current, complete and accurate.

4. User Content

The following terms apply to content submitted by you:

- 4.1 You are responsible for ensuring that any Person Data submitted by you is correct and in accordance with applicable legislation. For any such data, you are considered the personal data controller, and Brainville the personal data processor. Brainville handles all such information according to the Data Protection Legislation. Brainville are not allowed to use the information for any other purpose than what is stated in these Terms of Use, unless you and Brainville have agreed on otherwise.



- 4.2** Brainville will use the personal data you submit to the Service a) to provide the service of connecting buyers and sellers of professional services; b) to analyze and develop the Service; c) to gather data for statistical purposes.
- 4.3** Brainville reserves the right to offer third party services and products to you based on the preferences that you identify in your registration and at any time thereafter or you have agreed to receive, such offers may be made by Brainville or by third parties. Please see Brainville's Privacy Policy, for further details regarding your Information.
- 4.4** When submitting personal data from another individual, you are responsible for a) informing that individual about Brainville's processing of personal data according to the Terms of Use, b) gathering consent from the individual about that processing, and c) informing the individual that they have the right to have their personal data removed or corrected.
- 4.5** Any individual whose personal data exists in Brainville, have the right to have that data corrected or removed. This is done by contacting us on support@brainville.com.
- 4.6** By agreeing to these Terms of Use, you agree to Brainville using data you submit in accordance with the Privacy Policy.
- 4.7** Brainville reserves to right, but are not obliged to, monitor and may, at its sole discretion, remove data submitted to the Service that breaks the Terms of Use. If not removed by Brainville or you, Brainville reserves the right to store data submitted by you as long as it is relevant for the Service, and doing so follows any applicable legislation.

5. User Conduct

The following terms apply to your conduct when accessing or using the Service:

- a)** you agree not to interfere with or disrupt The Service or the servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service
- b)** you agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purpose, any portion of the Service, use of the Service or access to the Service;
- c)** you agree not to engage in any activity that would constitute a criminal offense or give rise to a civil liability;
- d)** you agree not to impersonate any person or entity, including, but not limited to, Brainville AB, or any Brainville AB employee, or falsely state or otherwise misrepresent your affiliation with any person or entity;
- e)** you agree not to interfere with any other user's right to privacy, including by harvesting or collecting personally-identifiable information about users of the Service or posting private information about a third party.



- f) you agree to only submit data to the Service that is relevant for the purpose of the Service.
- g) you agree to try to choose a strong and secure password to your Account keep your password secure and confidential. You are responsible for anything that happens though you Account unless you close it or report misuse.

6. Cookies

The Service uses cookies. Cookies are used to store login information. You can deactivate cookies in your web browser, but if you do so this can negatively affect the usage of the Service. By agreeing to these Terms of Use, you also agree to how Brainville use cookies.

7. Termination

Unless otherwise agreed between you and Brainville, the Terms of Use shall remain in force until further notice and for as long as you use the Service.

Brainville reserves the right to terminate your account with immediate effect if you breach these Terms of Use. We may also terminate your account with immediate effect to comply with any applicable law or judicial decision, or if the Service is used by you in a way that may damage Brainville.

If you register Your Account, but after registration never logs in to the Service with Your Account, Brainville have, after 90 days from the registration date, the right, but not the obligation, to a) notify you that Your Account will be removed; and then b) remove Your Account.

8. Intellectual Property Rights

All text, graphics, photographs, trademarks, logos, icons, user interfaces, sounds, music, videos, artwork, software and computer code (collectively, "Content"), including but not limited to the "look and feel", layout, design, structure, color scheme, selection, combination and arrangement of the Content present on the Service is owned by or licensed to us. Such Content is protected by copyright, trademark, trade dress and various other intellectual property and unfair competition laws.

Except with our express written permission or as permitted by applicable laws, you may not copy, distribute, reproduce, mirror, frame, publicly display, publicly perform, translate, create derivative works of, re-publish or transmit the Service or Content (in whole or in part) in any way or through any medium for distribution, publication or any commercial purpose.



You may display, copy and download Content from the Service solely for your personal and non-commercial use provided that: (a) you do not remove any copyright or proprietary notice from the Content; (b) such Content will not be copied or posted on any networked computer or published in any medium; and (c) no modifications are made to such Content.

By submitting User Content to the Websites, you automatically grant us a royalty-free, perpetual, irrevocable, non-exclusive, worldwide right and license to use, publish, reproduce, modify, adapt, edit, translate, create derivative works from, incorporate into other works, distribute, sublicense (through multiple tiers) and otherwise exploit such User Content (in whole or in part) in any form, media or technology now known or hereafter developed, without payment to you or to any third parties. Additionally, to the fullest extent permitted under applicable law, you waive your moral rights in the User Content and agree not to assert such rights against us. You represent and warrant to us that you have the full legal right, power and authority to grant to us the license provided for herein, that you own or control the complete exhibition and other rights to the User Content you submitted for the purposes contemplated in this license and that neither the User Content nor the exercise of the rights granted herein shall violate these Terms, or infringe upon any rights, including the right of privacy or right of publicity, or constitute a libel or slander against, or violate any common law or any other right of, or cause injury to, any person or entity. You further grant to us the right, but not the obligation, to pursue at law any person or entity that violates your or our rights in the User Content by a breach of these Terms.

9. Limitation and discharge of Liability

Brainville is not a party to any agreement between you and any other user of the System.

The websites are provided on an “as is” basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to these terms.

We disclaim any and all liability of any kind for any unauthorized access to or use of your personally identifiable information. By accessing the Websites, you acknowledge and agree to our disclaimer of any such liability. If you do not agree, you should not access or use the Websites.

The limit of Brainville’s total responsibility towards you during a single calendar year is limited to 30% of the net sum of fees Brainville have received from you during that calendar year.



Brainville is in no event liable for any loss you or the company you represent in Brainville including, but not limited to: (a) indirect loss or consequential loss; (b) damage to and/or corruption of data; (c) loss or damage resulting from the use of the Service.

10. Disclaimer of Warranty

You expressly agree that use of the Service is at your sole risk. Brainville AB, its other affiliates nor any of their respective employees, agents, third party content providers, third-party service providers or licensors do not warrant that use of the Service will be uninterrupted or error free; nor do they make any warranty as to the results that may be obtained from use of the Service, nor as to the accuracy, reliability or content of any information, service, or merchandise provided through the Service.

The Service is provided on an “as is” basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to these terms.

11. Applicable Law

The Terms of Use shall be governed by Swedish law. Any disputes or claims arising out of or in connection with the Terms of Use, shall be conclusively resolved in Swedish courts.

12. Contact Information

Brainville AB, org. nr. 556893-4680,
Stadsgården 10, 116 45 Stockholm.
support@brainville.com

Contact information for Data Protection Officer: dataprotectionofficer@brainville.com