

Addressya General Terms and Conditions

(effective as of 2021-04-27)

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Terms and Conditions of Service

WELCOME

Thank you for choosing Addressya and welcome to our Terms and Conditions of Service (hereinafter referred to as “Terms”)!

Our terms have been put in place to ensure that everyone on the platform will get the value and protection they deserve. It outlines your legal rights on Addressya, explains the rights you give us when you use Addressya, describes the rules everyone needs to follow when using Addressya, and contains class action waiver and an agreement to resolve any disputes that may arise by arbitration. We hope you also find them valuable!

You may be tempted to ignore reading these Terms, but they are important and we want to be fully transparent about what you can expect and what we expect from you when using Addressya’s Services.

1. INTRODUCTION

Addressya (“Addressya”, “we”, “us”, “our”) provides a digital addressing platform for creating and sharing of personal and address related information, as well as other products and Services that may be developed from time to time.

By accessing or using Addressya Services, you agree to be bound by these Terms, our [Privacy Policy](#) and our [Cookies Policy](#).

These Terms govern your access and use of the Addressya addressing platform, including the below Services, and any other Service that will be developed and connected to the Addressya Service offer:

- Addressya apps and sites (web and mobile apps and Business Directories)
- API platform in the developers portal: developer.addressya.com
- Plugins and extensions for common business platforms
- Our addressing solution (embedded in other companies’ apps, websites, internal systems).

Your agreement with us includes these Terms and any additional terms that you agree to, as presented in the Entire Agreement section below. The current effective version of the agreement can be found on Addressya’s website (addressya.com). You acknowledge that you have read and understood the Agreements, accept these Agreements, and agree to be bound by them. If you do not agree with, or cannot comply with the Agreements, then you may not use the Addressya Service or access any Content.

In order to use the Addressya Service, you need to be 18 years or older, or be 13 years or older and have your parents’ or guardians’ consent to the Agreements. You also commit to the veracity of any registration information that you submit to Addressya, and you agree to keep it that way at all times.

2. CHANGES TO THE AGREEMENTS

Occasionally we may make changes to the Agreements. When we make material changes to the Terms, we'll provide you with notice as appropriate under the circumstances, e.g. by displaying a prominent notice within the Service or by sending you an email. In some cases, we will notify you in advance, and your continued use of the Service after the changes have been made will constitute your acceptance of the changes.

Please therefore make sure you read any such notice carefully. If you do not wish to continue using the Service under the new version Agreements you may terminate your paid business account by contacting us (business@addressya.com). If you received a Trial or a Paid Subscription through a third party, you must cancel the applicable Paid Subscription through such third party.

3. SERVICE PROVIDER

The Addressya suite of products/services are provided by, and you are in contract with,;

Addressya AB (**Addressya**)

Incorporated and operating under the laws of Sweden (Company registration: 559123-1815)

4. ADDRESSYA SERVICES

Addressya is a digital addressing platform that makes it possible for anyone to register a precise, complete and easy to use address and share it with other users on the platform, or in turn access the address data of others. In the latter case of individuals, access requires explicit consent.

Addressya develops according to the principles of privacy by design and default, which means that users are always in control of their own data and decide whom to share their address with and for how long.

Every user is at liberty to supply as much or as little data as they wish, and to delete their account at any time. The Service is provided as is with the content supplied by users at a particular time.

4.1 Enjoying the Addressya Services

Addressya is a digital addressing platform that allows both private and business use and helps individuals, businesses, organisations and government agencies **to find and be found**. Anyone can create their own digital address that they can easily share with friends, family, companies, organisations or other third parties, and request access to see a user's address for connecting, meeting up and supplying goods and Services.

You can find a description of our Services on our [website](http://addressya.com) (addressya.com) where we explain which Service option is available to you both as a private user and a business user. The Service for private users is provided to you free of charge and the Service for business users is provided according to a chosen payment model. We may also offer special promotional plans, memberships, or Services, including offerings of third-party products and Services in conjunction with or through the Addressya Service. We are not responsible for the products and Services provided by such third parties. We reserve the right to modify, terminate or otherwise amend our offered subscription plans and promotional offerings at any time in accordance with these Terms.

All users are bound by these Terms. Some of the Addressya Services do not require registration, whilst others require registration for the safety and protection of all users. To start using Services requiring registration in Addressya apps, a user must use either an email address (an email verification link will be sent to verify the identity of the user) or a phone

number to which a confirmation text message is sent to verify the identity of the User. The registration process is best done on a GPS-powered device to retrieve the geo-location of the user.

You agree to abide by our Terms and not to use the Addressya Service, the Content, or any part thereof in any manner not expressly permitted by the Agreements. Except for the rights expressly granted to you in the Agreements, Addressya grants no right, title, or interest to you in the Addressya Service or Content.

4.2 Username

The User chooses an easy to remember username to complete the registration and create their own personal digital address (the “Address”). Choose your username with care since this will be your identity on the Addressya platform. The username should be compliant with regulating law and should not be perceived offensive in any way or to anyone. Addressya reserves the right to change any usernames for whatever reason. In such case, the User has the right to try another new username or continue providing the username suggested by Addressya.

5. PROVISION OF SERVICE

Addressya shall provide the Service to Customers and Users as set out herein and in any signed Subscription Agreement.

Addressya offers applications for easy access to our Service. Customers may however choose to integrate our Service through our APIs available on our [Developers portal](#) (developer.addressya.com), or extensions and plugins made available on third party platforms.

The Customer’s integration of the Service to their existing software environment shall be made in accordance with Addressya’s instructions in order to ensure full functionality of the Service.

The Customer or User does not obtain any rights to any other Services or deliverables from Addressya other than the right to utilize the Service as set out in this Agreement. The Customer’s or User’s rights to utilize the Service cannot be transferred. The Customer or User may not disclose any information about Users to any third party, or in any other way transfer, assign or dispose of the rights granted under this Agreement.

When integrated as part of the Customer’s software environment, the Service is provided on a software as a Service basis. This means that the Service is offered on a subscription basis and is centrally hosted.

6. RIGHTS YOU GRANT US

In consideration for the rights granted to you under the Agreement, you grant us the right (1) to provide advertising and other information to you and (2) to allow our business partners to do the same. In any part of our Service, the Content you access, including its selection and placement, may be influenced by commercial considerations, including our agreements with third parties. Some Content provided to you or by users on the platform or third parties may include advertising. The Addressya Service makes such content from third parties available to you unmodified.

Addressya reserves the right to process your personal information and data on the platform to improve or extend the existing Addressya Services and to build entirely new products. By using the Addressya platform you also grant us the right to reach out to you with information on new products and Services, and their utility.

7. INTELLECTUAL PROPERTY

Nothing in this Agreement shall be construed as Addressya granting a license to, assigning or transferring, wholly or partially, any intellectual property rights to the Customer or any User, unless specifically stated herein. Addressya retains all ownership to all rights, including to any software required to provide the Service and to fulfil its obligations under this Agreement.

Addressya shall, for the duration of this Agreement, be entitled to use the Customer's trademarks in its marketing and refer to it as a customer of the Service, unless otherwise regulated in the Service Agreement.

The Addressya Service may use third party integrations or may otherwise interact with third party applications, websites or Services or devices to make the Addressya Service available to you. These Third party Applications may have their own terms and conditions of use and privacy policies and your use of these Third Party Applications will be governed by and subject to such terms and conditions and privacy policies. You understand and agree that Addressya does not endorse and is not responsible or liable for the behavior, features, or content of any Third Party Application or for any transaction you may enter into with the provider of any such Third Party Applications and Devices, nor does Addressya warrant the compatibility or continuing compatibility of the Third Party Applications with the Service.

The Addressya software applications, APIs, extensions and data are not sold or transferred to you, and Addressya retains ownership of all copies of the Addressya software applications, APIs and extensions, as well as the data itself, even after installations on your servers, computers, mobile handsets, tablets, and/or other devices ("Devices").

8. USER GENERATED CONTENT

Addressya's users may post, upload, or otherwise contribute content to the Service ("User Content"). With respect to any User Content you post on Addressya, you certify that (1) you own or have the right to post such User Content, and (2) such User Content, or its use by Addressya as contemplated by the Agreements, does not violate the Agreements or any other rights set forth within the User guidelines, applicable law, or the intellectual property, publicity, personality, or other rights of others or imply any affiliation with or endorsement of you or your User Content by Addressya without express written consent from Addressya.

Addressya may, but has no obligation to, monitor, review, or edit User Content. In all cases, Addressya reserves the right to remove or disable access to any User Content for any or no reason, including User Content that, in Addressya's sole discretion, violates the Agreements. Addressya may take these actions without prior notification to you or any third party. Removal or disabling of access to User Content shall be at our sole discretion. Addressya does not commit to removing or disabling access to any specific User Content.

You are solely responsible for all User Content that you submit. Addressya is not responsible for User Content nor does it endorse any opinion contained in any User Content. You agree that if anyone brings a claim against Addressya related to user content that you post, then, to the extent permissible under local law, you will indemnify and hold Addressya harmless from and against all damages, losses, and expenses of any kind (including reasonable attorney fees and costs) arising out of such claim.

9. USER GUIDELINES

We have established a few ground rules to follow when using our Service to ensure that Addressya is safe and enjoyable for everyone. You must follow these rules and encourage other users to do the same.

The following is not permitted for any reason whatsoever:

- a) Making use of the Addressya Service and the Content which is not expressly permitted under the Agreements or applicable law or otherwise infringes the intellectual property rights in the Addressya Service;
- b) Using the Addressya Service to import or copy any information that you do not have the right to import or copy in this way
- c) Registering business locations and addresses that are not related to your operation for which you have the right to promote and share;
- d) Reverse-engineering, decompiling, disassembling, modifying or creating derivative works fo the Addressya Service, Content or any part thereof except to the extent that is permitted by applicable law;
- e) Selling, renting, sublicensing or leasing of any part of the Addressya Service or the Content;
- f) Copying or storing any part or content of the Addressya Services without prior written consent;
- g) Removing or altering any copyright, trademark or other intellectual property notices contained on the Content of the Service or provided through the Service;
- h) Providing your password, verification codes or one time passwords to any other person or using any other person's login credentials, verification codes or one time passwords;

Please respect Addressya and other owners of the content; i.e. the other users of the Addressya Service. Don't engage in any activity, post any User Content, or register and/or use a username, which is or includes material that:

- a) is offensive, abusive, defamatory, pornographic, threatening, or obscene; is illegal, or intended to promote or commit an illegal act of any kind, including violations of intellectual property rights, privacy rights, or proprietary rights of Addressya or a third party;
- b) includes your password or purposely includes any other user's password or purposely includes personal data of third parties or is intended to solicit such personal data;
- c) is intended to or does harass or bully other users;
- d) impersonates or misrepresents your affiliation with another user, person, or entity, or is otherwise fraudulent, false, deceptive, or misleading;
- e) conflicts with the Agreements, as determined by Addressya.

You acknowledge and agree that violating these guidelines may result in immediate termination or suspension of your Addressya account. You also agree that Addressya may reclaim your username for any reason.

Be mindful of how you use Addressya. Our Service includes social and interactive features. Please use Addressya carefully and be mindful of your privacy settings. Addressya has no responsibility for your choices of personal information included in your user account and to what extent you decide to share that.

Your password, verification codes and one time passwords protect your user account, and you are solely responsible for keeping this information secure. You understand that you are responsible for all use (including any unauthorized use) of your login credentials on the Service. If your login credentials are lost or stolen, or if you believe there has been unauthorized access to your account by a third party, you must change your password as soon as possible.

10. AVAILABILITY AND LIMITATIONS OF THE SERVICE

You understand and agree that the Addressya Service is provided "as is" and "as available," without express or implied warranty or condition of any kind. Addressya will make reasonable efforts to keep the Addressya Service operational. However, certain technical difficulties, maintenance or testing, or updates required to reflect changes in

relevant laws and regulatory requirements, may, from time to time result in temporary interruptions. Addressya reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Addressya Service, with advance notice where possible, all without liability to you, except where prohibited by law, for any interruption, modification, or discontinuation of the Addressya Service or any function or feature thereof. You understand, agree, and accept that Addressya will make reasonable efforts, although has no obligation to maintain, support, upgrade, or update the Service, or to provide all or any specific content through the Service. Addressya and/or the owners of any Content may, from time to time, remove any such Content without notice. This section will be enforced to the extent permissible by applicable law.

11. LIMITATION OF LIABILITY

You agree that your sole and exclusive remedy for any problems or dissatisfaction with the Addressya Service is to uninstall any Addressya software and to stop using the Addressya Service, unless otherwise stated in your subscription agreement.

You agree that Addressya has no obligation or liability arising from or related to third party applications or the content thereof made available through or in connection with the Addressya Service, and while your relationship with such third party applications may be governed by separate agreements with such third parties, your sole and exclusive remedy, as with respect to Addressya, for any problems or dissatisfaction with third party applications or the content thereof, is to uninstall and/or stop using any such third party applications.

For the avoidance of doubt, Addressya can never be liable towards a Customer or User as a result of a Customer or User not having fulfilled its undertakings towards Addressya under this Agreement. In the event of any Customer or User claim, Addressya will inform the Customer or User that all such claims shall be addressed directly at the Customer or User who have not fulfilled its undertakings pursuant to the Agreement.

Addressya shall not be held liable for failure to perform any of its obligations under this Agreement if such failure is caused by or arises as a result of an event of force majeure, including, but not limited to fire, flood, strike, lightning, pandemic, unavailability of or disturbances to public communications networks or internet connection availability, prolonged general power outages, changes of the regulatory environment, acts of governmental or military authorities, strikes, civil unrests, terrorism and war. Unless the force majeure event is expected to cease within acceptable time, Addressya shall as soon as reasonably possible after Addressya have become aware of the force majeure event, notify the Customer of the occurrence of the force majeure event and the estimated extent and duration of its inability to perform its obligations under this Agreement. Addressya shall use its best reasonable efforts to minimize the effects of the force majeure event.

12. PAYMENTS AND CANCELLATION

Creating and sharing addressing data for private use is free of charge for individuals. This clause (12) is applicable only to those who have entered a business subscription agreement.

Customers shall pay Addressya for the use of the Service in accordance with the pricing set out in the applicable Subscription Agreement.

Unless the Subscription Agreement states otherwise, applicable subscription fees are invoiced monthly in arrears.

The payment term is thirty (30) days from the date of invoice. Payment shall be performed via bank transfer or any payment solution available on Addressya's. All prices are exclusive of applicable value added tax (VAT) or similar taxes or charges. Addressya reserves the right to charge default interest of the reference rate of interest set by the Central Bank of Sweden plus eight percentage points, as well as collection costs, on all late payments.

If the Customer requests any changes to the Service after it has been activated, this will be invoiced to the Customer as separate professional Services and at a rate of USD 120 per hour. The least amount of billable time is one hour. Change work includes Services such as adding new features, developing customer solutions etc. No such work will be commenced without written agreement between the Customer and Addressya.

12.1 Billing

You may purchase a Paid Subscription directly from Addressya or through a third party either by paying a subscription fee in advance on a monthly basis, or other recurring interval disclosed to your prior to the purchase, or prepayment giving you access to the Addressya Services for a specific time period (Pre-Paid Period) or specific number of lookups (Pre-Paid Lookups).

Addressya may change the price for any of the subscriptions and will communicate the price change to you in advance, and when applicable inform you how to accept these changes. If you do not agree with the price change, you have the right to reject the change by unsubscribing from the paid subscription prior to the price change going into effect.

12.2 Termination or Suspension

Access to Addressya content, and content that other users on Addressya have provided you permission to view, shall remain in effect until and unless terminated by you or Addressya. Access to other users' data is provided at the discretion of the owner of such data.

Addressya is entitled to, with immediate effect, terminate or suspend the Customer's use of the Service without incurring any liability to the Customer (or any User) if:

- a) the Subscription Agreement is terminated or ceases to apply;
- b) Addressya does not receive payment from the Customer in accordance with the Subscription Agreement within fourteen (14) days from the invoice due date, or in case the Customer has defaulted invoice payments three (3) times within a twelve (12) month period;
- c) the Customer commits a material breach of the terms of the Subscription Agreement and fails to remedy such breach within fourteen (14) days from receiving written notification specifying the breach and requiring it to be remedied;
- d) the Customer uses the Service in violation of the terms of the Subscription Agreement, or in a way that is (or for any Services which are) illegal or in the reasonable opinion of Addressya appears offensive to the Users; or
- e) Addressya is requested to do so by a governmental or regulatory authority or is required to do so in order to comply with a change in statutory or regulatory requirements (or enforcements thereof) or pursuant to a court order or is otherwise unable to provide the Service due to market events outside the control of Addressya.

The Customer's obligation to pay the subscription fee set out in this Agreement is not affected by a suspension or termination according to above. Addressya shall terminate a suspension referred to above within ten (10) days of being made aware that the grounds giving rise to the suspension have ceased to exist.

13. LOCAL TAXES

All prices are exclusive of current Government taxes. The payment of the invoice amount shall be made in cleared funds without any deduction for or account of any taxes, levies, imports, duties, charges and withholding of any nature imposed by any governmental, fiscal or other authority.

The customer is responsible for withholding and reporting relevant taxes applicable to the subscription fee invoiced due according to the relevant tax regulations and the practices and requests of the tax authorities.

The customer shall be responsible for the payment and remittance of the taxes application to the payment and the associated late payment interests and penalties imposed by the tax authority for failing to withhold and report any taxes applicable.

14. TERM AND TERMINATION

Unless not anything else is set out in the Subscription Agreement, the term of the Agreement runs until further notice with a notice for termination period of one month.

Addressya and the Customer is entitled to terminate the Agreement with immediate effect if:

- a) The other party commits a material breach to the Agreement, and fails to remedy such breach within thirty (30) days from receiving a written notice from the other party setting out the breach; or
- b) The other party becomes insolvent, is declared bankrupt, is put into liquidation, commences composition or restructuring proceedings or arrangements with a major part of its creditors

In addition to the above, Addressya is entitled to terminate this Agreement with immediate effect if the Customer is acting in an illegal manner or resells the Service to any third party in contravention of the provisions of this Agreement.

15. THIRD PARTY RIGHTS

You acknowledge and agree that the owners of the Content and certain distributors (such as app store providers) are intended beneficiaries of the Agreements and have the right to enforce the Agreements directly against you.

16. MISCELLANEOUS

16.1 Notices

All notices, requests, invoices and other communications shall be addressed as set out in the Subscription Agreement.

All notices shall be in English and in writing and shall be delivered in person or sent by email or registered mail, addressed to the Parties stipulated in the business Subscription Agreement, or to another address that either Party notifies the other.

16.2 Assignment

Neither Party may assign, transfer or otherwise dispose of this Agreement or any of its rights and obligations hereunder, without the prior written consent of the other party. Notwithstanding the previous section, Addressya may, without obtaining the Customer's or User's prior approval, assign or transfer the Agreement, or its rights and obligations, hereunder, to a company within its own company group.

17. INDEMNIFICATION

You agree to indemnify and hold Addressya harmless from and against all damages, losses, and expenses of any kind (including reasonable attorney fees and costs) arising out of or related to: (1) your breach of the Agreements; (2) any User Content you post or otherwise contribute; (3) any activity in which you engage on or through the Addressya Service; and (4) your violation of any law or the rights of a third party.

18. GOVERNING LAW, DISPUTES AND ARBITRATION

This Agreement shall be governed by and construed in accordance with the laws 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 arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC"). The seat of arbitration shall be Stockholm and the language used in the arbitral proceedings shall be English.

The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one (1) or three (3) arbitrators.

19. UPDATES TO THE AGREEMENTS

Occasionally we may make updates to our Agreements, including these Terms. In some cases, we will notify you in advance, and your continued use of the Service after the changes have been made will constitute your acceptance of the changes.

Please therefore make sure you read any such notice carefully. If you do not wish to continue using the Service under the new version Agreements you may terminate your paid business account by [contacting us](mailto:business@addressya.com) (business@addressya.com). If you received a Trial or a Paid Subscription through a third party, you must cancel the applicable Paid Subscription through such third party.

20. ENTIRE AGREEMENT

Other than as stated in this section or as explicitly agreed upon in writing between you and Addressya, the Agreements constitute all the terms and conditions agreed upon between you and Addressya and supersede any prior agreements in relation to the subject matter of these Agreements, whether written or oral.

Please note, however, that certain aspects of your use of the Addressya Service may be governed by additional agreements. That could include, for example, subscription to our paid Services or together with otherService. When you are presented with an offer for such aspects of your use, you will be presented with any related additional agreement, and you may have an opportunity to agree to additional terms. To the extent that there is any irreconcilable conflict between any additional terms and these Terms, the additional terms shall prevail.

Thank you for reading our Terms. Addressya will help you find your way!