

2024-04

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## DBTUNE GENERAL TERMS AND CONDITIONS

### GENERAL

These terms and conditions (the “**General Terms and Conditions**”) describe the terms upon which you may access and use our homepage and platform (“**DBtune**”). By using DBtune, you confirm that you have read and accepted the General Terms and Conditions. The General Terms and Conditions may be updated from time to time and you agree to keep yourself updated on any changes.

Any use of DBtune after changes to the General Terms and Conditions have been made constitutes a binding acceptance of the updated terms. If you no longer accept the updated General Terms and Conditions, you shall immediately cease all use of DBtune and are entitled to prematurely terminate your subscription to DBtune by sending us written notice thereof.

If you are acting on behalf of a corporation or other legal entity, you represent that you have authority to agree to these General Terms and Conditions on behalf of the legal entity.

If you do not agree to the General Terms and Conditions, do not have the authority to agree to them, or withdraw your consent, you may not access or use DBtune, or any materials, documentation, information, or software published or otherwise made available here (the “**Content**”).

### USING DBTUNE

The use of DBtune and any Content is always subject to all applicable national and international laws and regulations. You hereby agree not to violate any such laws or regulations.

Any attempt to deliberately damage DBtune is a violation of criminal and civil laws. We reserve the right to seek charges and damages for any misuse of DBtune.

When accessing or using DBtune you agree to the following, as well as acknowledge that any violation constitutes grounds for immediate termination of your access to all or any portion of DBtune without further notice.

- (i) You will not engage in fraudulent activity of any kind.
- (ii) You will not use DBtune in any manner that may be considered objectionable, such as by using DBtune to upload, post, display, or otherwise transmit anything that is false, unlawful, harmful, threatening, abusive, harassing, defamatory, derogatory, obscene, pornographic, libelous, invasive of another’s privacy or public rights, gives rise to civil or criminal liability or otherwise violates any applicable law.

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- (iii) You will not violate or attempt to violate the security of DBtune, use any device, software or routine to interfere or attempt to interfere with the proper working of DBtune, or take any action that imposes an unreasonable or disproportionately large load on DBtune's infrastructure. Violations of this sort will be prosecuted.
  - (iv) You will not use or launch any automated device, process or system that accesses DBtune in a manner that sends more request messages to DBtune servers in a given period of time than can reasonably be produced by an individual in the same period using a conventional on-line web browser, or seeks to retrieve, index, "data mine," or otherwise access Content.
  - (v) You will not harvest, collect, or use information about DBtune visitors or users.
  - (vi) You will not engage in any activity that restricts or inhibits any other user from using or enjoying DBtune.
  - (vii) You will not post, upload, email, link to, or otherwise transmit any Content that contains any viruses, cancel bots, Trojan horses, harmful code, or other computer software or program designed to interrupt, destroy, or limit the functionality of DBtune or impair others' ability to use DBtune, or the proper functioning of any software, hardware, equipment or materials used in connection with DBtune.
  - (viii) You will not infringe, misappropriate, or otherwise violate any existing copyright, trademark, service mark, trade name, patent, right of publicity or privacy, or other intellectual property or proprietary rights of any person or entity whatsoever.
  - (ix) To the extent that we require a password to access any product or service, or any portion of DBtune, you agree to provide us with accurate and complete information. Failure to provide accurate information, or update your information as necessary, constitutes a breach of the General Terms and Conditions which may result in immediate termination of your right to access DBtune. Furthermore, you agree that you will not give your password to anyone, not use DBtune as the agent of a third party, not allow any third party to use your account, not sell or transfer your use of or access to DBtune or permit anyone else whose account was suspended or terminated to use DBtune through your user name or password, and not select a username that impersonates someone else, is intended to disguise the user's identity, is or may be illegal, may be protected by trademark or other proprietary rights, is vulgar or offensive, or may cause confusion. We reserve the right to reject any user name at our sole discretion. If any security breach or unauthorized use of your account occurs, you shall notify us immediately in writing or via email. We will not be liable for any loss you incur as a result of someone else using your password and account with or without your permission.
  - (x) You may not download, display, reproduce, create derivative works from, transmit, sell, distribute, or in any way exploit Content available via DBtune for any public and/or commercial use without the prior written permission of us, unless otherwise permitted pursuant to an applicable open-source license.
  - (xi) You may not in any way, sort or form try to reverse engineer, replicate, reproduce, copy etc. DBtune or any of the Content made available to you.

## **INTELLECTUAL PROPERTY, TRADEMARKS**

We (including our licensors) own the copyright and all other intellectual property rights to DBtune and all Content provided here, unless otherwise expressly stated. You agree not to copy, reproduce, download, disseminate, publish, or transfer Content in any form or by any means, except with our prior written permission. Any unauthorized use is strictly prohibited.

Any trademarks, logos, and other types of marks are our property or the property of other third parties. You are not permitted to use these without our prior written consent or the consent of any applicable third-party owner of the mark.

## **WARRANTY DISCLAIMER, LIMITATION OF LIABILITY, INDEMNITY**

DBtune and all Content (including any software, products or services which are or may be offered or provided in connection with DBtune) are provided on an “as is” basis. We disclaim any warranties and guarantees with respect to DBtune and the Content, including any implied warranties of fitness for a particular use or purpose, performance, accuracy etc. We make no warranty that the use of DBtune will be uninterrupted or error-free.

We will not be responsible or liable for any inaccuracy, copyright compliance, legality, or decency of material contained in or accessed through DBtune or any claims, actions, suits procedures, costs, expenses, damages or liabilities arising out of use of, or in any way related to your participation in DBtune.

We are not liable for any direct, indirect, punitive, special, incidental, consequential or exemplary damages including without limitation loss of business, loss of revenue, loss of profits, loss of goodwill etc. arising out of or in connection with the use of DBtune or any of the Content. The aforementioned shall not apply to any direct damages due to our gross negligence or willful misconduct. This applies regardless of if we have previously been advised of or could reasonably have foreseen the possibility of such damages however they arise, including without limitation damages due to the use of or inability to use DBtune or any errors associated with the use of DBtune. Under any circumstances our total liability shall be limited to the subscription price you have paid for using DBtune.

By using DBtune you agree to indemnify and hold us harmless from and against all claims, damages, liabilities, expenses and losses arising from or related to any claims relating to your use of the DBtune and/or your violation of the General Terms and Conditions. Furthermore, you agree to immediately inform us about any faults, errors, bugs, glitches, misuse etc. which you may encounter while using DBtune.

## **MISCELLANEOUS**

### *Severability*

Every part, term or provision of these General Terms and Conditions is severable from all

others, and if any part, term or provision is held to be invalid, unlawful or unenforceable, then the rest of any such provision shall remain in effect to the extent permitted and all remaining provisions shall continue in full force and effect.

*Waivers*

The failure of us to insist upon the strict performance by you of any conditions and provisions of this Agreement shall not be deemed a waiver of such conditions and provisions or a waiver of our right to require future compliance therewith. No waiver of any conditions and provisions shall be deemed to have been made unless expressed in writing and signed by us.

*Assignment*

You may not assign any of your benefits or liabilities under these General Terms and Conditions to any other company, firm or person without first obtaining our written consent thereof.

*Confidentiality*

All information acquired by you from us or in any other way prepared and supplied by using DBtune or any of the Content shall be treated as confidential by you and shall not be used otherwise than for the purposes of using DBtune, unless you have our prior written consent to do so.

*Priority*

These General Terms and Conditions shall have priority over any and all other agreements, terms and conditions which may have been or will be entered between us and you (unless explicitly stated in such agreements).

*Governing law*

The construction, validity and performance of these General Terms and Conditions shall be governed by and construed according to the substantive laws of Sweden.

*Arbitration*

Any dispute, controversy or claim arising out of or in connection with these General Terms and Conditions, or the breach, termination, or invalidity thereof, shall be finally settled by arbitration administered by the SCC Arbitration Institute (the "SCC").

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 or three arbitrators.

The seat of arbitration shall be Malmö, Sweden. The language to be used in the arbitral proceedings shall be English.

All information regarding the arbitral proceedings shall be kept strictly confidential (including information disclosed in the course of such arbitral proceedings and any decision or award that is made or declared during the proceedings).