

## **Terms of Use**

These terms of use govern your access to and use of the entire contents of the website available at [www.scrintal.com](http://www.scrintal.com) ("Website") (including our software-as-a-service transcription platform known as 'Scrintal' (the "Tool"), owned and operated by Scrintal Labs AB, a company registered with Bolagsverket under the number 559258-1614 which operates from Slottsbacken 8 111 30, Stockholm, Sweden ("Scrintal", "us", "we", "our"). Please read these terms of use carefully before using the Website and the Tool. They are a legal agreement between you and Scrintal. Using any part of the Website and the Tool indicates that you accept these terms of use. If you do not accept these terms of use, please do not use the Website or the Tool, cease downloading the Website, or leave the Website. Scrintal remains the owner of the Website and the Tool at all times. Scrintal may revise these terms of use at any time by updating this posting. You should check the Website from time to time to review the current terms of use because the up to date terms of use are the ones that will be binding on you.

### **1. The Tool**

1.1 Scrintal offers and maintains the Tool to provide one or more of the following services to you:

- (a) a collaborative digital whiteboard;
- (b) a text editor that allows multimedia file upload;
- (c) an archive that stores all whiteboards and cards (documents); and
- (d) a variety of methods for exporting and sharing the contents of documents.

1.2 Some of the above-mentioned services are free. Some are paid for. They vary in duration. If you receive services for free, we reserve the right to cap your use at our sole discretion.

1.3 The Tool is new software. We are still in Beta as we create and refine. Your feedback will help us make the Tool more effective and more useful. If you have any questions, concerns, or comments regarding these terms of use or anything else related to the Tool, please contact us.

### **2. Fees and Payment**

2.1 You shall pay the applicable fee to us as set out in the price list, which can be found [here](#).

2.2 All sums payable under these terms of use are inclusive of VAT, if applicable.

2.3 Refunds on the early access plan are only given within the first 7 days after the purchase date.

### **3. Promotions and Marketing Offers**

3.1 Scrintal may offer promotional offers from time to time, which may include promo codes or account credits, may be subject to expiration dates and may only be applicable to selected users of the Tool. Scrintal reserves the right to remove credit from a user account or end a promotion without notice if at the sole discretion of Scrintal it believes a user is not acting in good faith in relation to the terms of the promotion.

### **4. Use of the Website and the Tool**

4.1 During the term of the agreement the user gets access to and the right to use the Tool in accordance with these terms of use and Scrintal's [Privacy Policy](#).

4.2 All images, text, icons and other content on the Website and the Tool ("Content"), as well as the arrangement of the Content on the Website and the Tool, is protected by copyright and other intellectual property rights. Except as provided in these terms of use, or otherwise in writing by Scrintal, you are not given any right to use the Website, the Tool or the Content or its arrangement. Nothing in these terms of use gives you a right to use any of Scrintal trademarks or the trademarks of any third parties on the Website or the Tool.

4.3 Unless you have entered into a separate written agreement with us, you shall not copy, republish, frame, link to, download, transmit, modify, adapt, rent, lease, loan, sell, assign, distribute, license or sublicense the Website, the Tool or any of the Content. No copyright and/or other intellectual property notices or watermarks on any Content shall be deleted or modified.

4.4 You shall not disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Website and the Tool except to the extent allowed by law.

### **5. Your access to our Website and the Tool**

5.1 While Scrintal endeavors to ensure that the Website and the Tool are normally available 24 hours a day, Scrintal shall not be liable if for any reason the Website and the Tool are unavailable at any time or for any period.

5.2 Access to the Website and the Tool may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond Scrintal's control.

5.3 To access the Tool you must have an account associated with a valid e-mail address and after the free trial process a valid form of payment method. When you register an account with us and choose a password to protect your secure account, you are responsible for maintaining the confidentiality of your password. If you become aware of any unauthorized use of your account, you must notify us and

you should change your password immediately. You are solely responsible for all activities that occur under your password and/or account. You shall not permit anyone else to use your account.

## **6. Your Privacy**

6.1 Scrintal is committed to respecting your privacy and the privacy of all individuals using the Website and the Tool. More information regarding how Scrintal use your personal data can be found in Scrintal's Privacy Policy which is incorporated into these terms of use by reference, [see link here](#).

## **7. Your Content and confidentiality**

7.1 Text, audio and visual content submitted to Scrintal by you (and any intellectual property rights in it) ("Your Content") is owned by you or your licensor. The Tool is used by you so that we can produce your documents. Those documents (and any intellectual property rights in them) are owned by you, subject to you having paid the fees required under these terms of use.

7.2 Scrintal shall have no obligations with respect to Your Content other than to perform the services as set out under these terms of use. You are solely responsible for such material.

7.3 You are prohibited from posting or transmitting to or from the Tool any material:

- (a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or
- (b) for which you have not obtained all necessary licenses and/or approvals; or
- (c) which constitutes or encourages conduct that would be considered a criminal offense, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world;
- (d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data);
- (e) contains or discloses another person's personal information without his or her written consent; or
- (f) collects or solicits another person's personal information for commercial or unlawful purposes.

7.4 You shall not:

- (a) use the Website and/or the Tool the Content, or the services in any unlawful manner;

- (b) misuse the Website and/or the Tool (including, without limitation, by hacking or inserting malicious code);
- (c) resell the Website and/or the Tool, the Content or the services;
- (d) infringe our or any third party's intellectual property rights in your use of the Website, the Tool, the Content, or the services;
- (e) use the Website and/or the Tool to transmit chain letters, junk or spam;
- (f) collect or solicit another person's personal information for commercial or unlawful purposes.
- (g) frame or use any framing techniques to enclose the Website and/or the Tool or any part of them;
- (h) take any action that in our sole discretion places an unreasonable or disproportionately large load on our servers or other infrastructure; or
- (i) use the Website and/or the Tool in any way which may cause, or be likely to cause, access to or use of the Website, the Tool or the services to be interrupted, damaged or impaired in any way.

## **8. Links to and from other websites and apps**

8.1 Links to third party Websites and apps on the Website and the Tool are provided solely for your convenience. Scrintal has not reviewed all of these third party websites and apps and does not control and is not responsible for these websites/apps or their content or availability. Scrintal does not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third-party websites/apps linked to the Website, you do so entirely at your own risk.

## **9. Disclaimer**

9.1 While Scrintal endeavors to ensure that the Content is correct, Scrintal does not warrant the accuracy and completeness of the Content. Scrintal may make changes to the Content at any time without notice. The Content may be out of date and Scrintal makes no commitment to update such material.

9.2 The Website and the Tool are provided "as is", without any conditions, warranties or other terms of any kind, other than those provided in these terms. Accordingly, to the maximum extent permitted by law, Scrintal provides you with the Website, the Tool and the services on the basis that Scrintal excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which, but for these terms of use, might have effect in relation to the Website, the Tool and/or the services.

## **10. Indemnity**

10.1 You shall indemnify Scrintal against any loss, damages, costs or expenses which are awarded against or incurred by Scrintal as a result of any claim or threatened claim (including any claim or threatened claim by a third party) arising out of or related to:

- (a) any breach by you of any of these terms of use or applicable law;
- (b) your misuse of the Website and/or the Tool;
- (c) any content you post on or transmit via the Website and/or the Tool; and/or
- (d) your infringement of intellectual property rights.

## **11. Liability**

11.1 Nothing in these terms of use shall exclude or limit either your or Scrintal's liability for:

- (a) death or personal injury resulting from the negligence of the other or their servants, agents or employees;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of any implied condition as to title or quiet enjoyment.

11.2 Subject to clause 11.1, nothing in these terms of use shall exclude or limit your liability under clause 11 (Indemnity).

11.3 Subject to clauses 11.1 and 11.2, neither you nor Scrintal shall be liable in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent misrepresentation) or otherwise arising out of or in connection with these terms of use for:

- (a) any economic losses (including, without limitation, loss of revenues, profits, contracts, data, business, anticipated savings or cost of substitute services);
  - (b) any loss of goodwill or reputation; or
  - (c) any special, indirect or consequential losses,
- in any case, whether or not such losses were within the contemplation of you and Scrintal at the date of these terms of use, suffered or incurred by you or Scrintal arising out of or in connection with the provisions of, or any matter under, these terms of use.

## **12. Termination**

12.1 Scrintal may terminate these terms of use immediately by written notice to you:

- (a) if you commit a material or persistent breach of these terms of use which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so; and/or
- (b) if you breach any of clause 4.

12.2 You may discontinue your use of the Website and/or the Tool at any time. These terms of use will continue to apply to past use of the Website and/or the Tool by you.

12.3 On termination for any reason:

- (a) all rights granted to you under these terms of use shall cease;
- (b) content transmitted by you via the Website and/or the Tool may or may not (at our discretion) remain on our servers (or servers controlled by us); and
- (c) you must immediately cease all activities authorized by these terms of use.

12.4 On your discontinuance of use of the Website and the Tool and your account remaining dormant for longer than 90 days we may delete the contents of your account and your documents will be lost forever. We will try to notify you before we do this, but we are not obliged to do so. We recommend that you regularly save and/or export your documents.

### **13. Miscellaneous**

13.1 To contact us in writing send your communication to us by e-mail to Scrintal at: [support@scrintal.com](mailto:support@scrintal.com).

13.2 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms of use that is caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks ("**Event Outside Our Control**"). If an Event Outside Our Control takes place that affects the performance of our obligations under these terms of use:

- (a) our obligations under these terms of use shall be suspended for the duration of the Event Outside Our Control; and
- (b) we will use our reasonable endeavors to find a solution by which our obligations under these terms of use may be performed despite the Event Outside Our Control.

13.3 We may transfer our rights and obligations under these terms of use to another organization, but this will not affect your rights or our obligations under these terms of use.

13.4 You may only transfer your rights or obligations under these terms of use to another person if we agree in writing.

13.5 A person who is not a party to these terms of use has no right to enforce any term of these terms of use.

13.6 If we fail to insist that you perform any of your obligations under these terms of use, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by

you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

13.7 Each of the conditions of these terms of use operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

#### **14. No right of withdrawal**

14.1 You are aware of the fact that you have no right to withdrawal if you subscribe for the Tool or start to use the Tool.

#### **15. Applicable law and disputes**

15.1 Swedish law is applicable on these terms of use and any dispute shall be settled by a Swedish competent court.