

TERMS AND CONDITIONS / TERMS OF USE ("AGREEMENT")

- ZEBRAIN

Version: 1.0

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1. SCOPE OF THE AGREEMENT AND APPLICABILITY

1. This Agreement / These general terms and conditions apply between Zebrain AB, corporate registration number 5559138-1271, Birger Jarlsgatan 34, 114 29 Stockholm (hereinafter "**Zebrain**") and the user / client who registers as a user (hereinafter "**User**") on a platform provided by Zebrain for coaching services (see definition below in clause 1.2) and associated services for Users and coaches (individually a "**Coach**") via the website Zebrain.se (collectively "**the Service**").

2. To gain access to the Service, you must create a user account to submit certain personal information (such as name, e-mail address, etc.) and select a personal password ("**User Account**"). For certain parts of the Service, you must also provide current payment information (such as payment or credit card information or invoice information). When making an appointment with any of the Coaches, the User can provide information about his/her condition via his/her personal User Account. By registering as a User and activating the Service, you consent to and accept the terms. If you do not consent to and accept the Agreement in its entirety, you are not entitled to use the Service.

3. The User is responsible for ensuring that the information, including contact information and, where applicable, health information, which he/she provides at the time of the conclusion of the Agreement, is correct. The User undertakes to keep his/her personal profile on Zebrain.se updated and current throughout the entirety of the contract period. Any changes must be notified to Zebrain as soon as possible by making an update directly on Zebrain.se or via e-mail to info@zebrain.se.

4. The User is aware of and accepts that Zebrain is a service provider of the technology platform through which the User is provided services by Coaches. The Coaches are solely responsible for the services they provide via the Platform. This Agreement should therefore exclusively be considered as a service agreement for the provision of a technical solution. For the avoidance of doubt, it is hereby clarified that Zebrain under no circumstances bears any responsibility for the efforts, examinations, medical services or results (or the quality of these) provided to the User within the framework of his/her contacts with Coaches on Zebrain.se.

5. These contract terms / general terms, policies, instructions and other information about the Service are available on Zebrain.se. Older versions of these documents are not archived. Zebrain therefore recommends that Users to print and save a copy of the current terms and conditions for the Service.

6. In the event that the User is provided the Services in accordance with this Agreement, such as a subscription, compensation or salary benefit, or a centrally procured agreement via the employer or the like, the following provisions shall not apply: clause 6 - "Cancellation of video calls"; clause 10.2; and the third sentence of clause 11 "Force majeure".

2. ZEBRAIN.SE AND USER ACCOUNT

1. To register a User Account and to enter into an Agreement with Zebrain, the User must be at least eighteen (18) years old and have access to a personal BankID for their identification.
2. The User is personally responsible for any action taken during the use of His/her User Account.
3. The User Account is personal and may only be used by the User who registered the User Account.
4. User Accounts may not be transferred or made available to another.
5. Zebrain is not responsible for any third party misuse of the User Account, nor for the consequences and / or damage as a result of such misuse.
6. The User is responsible for ensuring that his/her User Account is used in accordance with the Agreement, any terms and instructions on Zebrain.se, and in accordance with relevant laws, as applicable from time to time.
7. The User is personally responsible for the information he/she provides on or through Zebrain.se.
8. By registering a User Account on Zebrain.se, the User confirms and accepts the technical specifications, conditions and limitations regarding Zebrain.se which follows from Zebrain's service and product descriptions, as applicable from time to time, which are available on Zebrain.se.
9. By registering a User Account on Zebrain.se, the User confirms and accepts that the contact information he/she has provided can be used by Zebrain to contact the User via e-mail and notice delivery in sending information and offers. The User can unsubscribe specifically for this communication at any time. For further information about Zebrain's handling of among other, personal and contact information the User is referred to Zebrain's privacy policy which can be found on Zebrain's website, Zebrain.se. The User hereby confirms that he/she has read Zebrain's privacy policy.
10. Content published or provided by Zebrain on Zebrain.se or via the Service is a complement to the advice given by the Coaches to the User and is not intended to be used as a substitute for a Coach's assessment, diagnosis or treatment for any condition. Use of Zebrain.se is only a complement to the usual dialogue, and is intended as an aid for Coaches to provide an effective conversation to User. Zebrain does not bear any responsibility as a Coach in relation to the User.
11. With regard to the technical design of the Service and Zebrain.se, the service is limited to certain specific areas. Which these are is available at any time on Zebrain.se.

3. PRICE PAYMENT

1. The services on Zebrain.se are provide at the price shown in the current price list which can be found on Zebrain.se. The price of the Service is always stated before the booking is made.
2. Payment for video calls, or other services via Zebrain.se, are made before video calls are initiated or service is provided. Users cannot start a video conference or use another service before payment has been made.
3. Payment for the Service is made via the payment option(s) offered by Zebrain from time to time and is contingent on the User accepting the terms and conditions set from time to time by Zebrain's payment service provider(s). Now applicable payment options are listed on Zebrain.se
4. Unless otherwise stated, the amount is in SEK and inclusive VAT.

4. LIMITATION OF LIABILITY

1. Subject to the restrictions set forth in this clause 4, Zebrain is responsible for Zebrain.se being available in accordance with clauses 4.2, 4.3, 4.5 and 4.6 below. Furthermore, Zebrain is responsible for the storage of the provided and uploaded information on Zebrain.se, regardless of whether this has been provided by Users or Coaches.
2. Zebrain's goal is for Zebrain to maintain high availability and for the User to have access to his User Account at any time of the day. The User can book video calls with Coaches in accordance with the booking options provided via Zebrain.se's booking system. Zebrain does not, however, provide any guarantees regarding the availability of the Service or that the Service will be provided without interruption.
3. Zebrain is not responsible for disruptions of the service or availability caused by: i) defects in the User's hardware / equipment, connecting networks, the User's software or defects in software that constitute a third party product and which Zebrain, despite having made reasonable professional efforts to remedy or circumvent, cannot remedy or circumvent; ii) other circumstances for which the User is responsible under the Agreement; (iii) viruses or other security attacks which, despite Zebrain's professional action; or (iv) a circumstance which constitutes force majeure in accordance with clause 11 below.
4. Errors or interruptions regarding the Service shall be reported without delay to Zebrain's customer service via potential@zebrain.se (all hours of the day) or via our customer service's chat during office hours (9.00 - 17.00 weekdays with the exception of public holidays).
5. Zebrain is only responsible for the operation of the Service, including the provision of the video call functionality between Users and Coaches. Zebrain is not responsible under any circumstances for information or recommendations that Coach gives the User in video calls or in writing via Zebrain.se.
6. Zebrain is not responsible for content linked to or from Zebrain.se.
7. Zebrain is not responsible for any damage as a result of the User or any conditions for which the User is responsible.
8. In the event of an established coach meeting the User shall, as far as he/she knows, be otherwise completely healthy, and aware that in the event of serious symptoms of illness, he/she shall seek adequate care such as a health center, emergency room, etc. In such situations, Zebrain is not the right discussion partner or level of care. In case of acute suicidal ideation, the User shall also not turn to Zebrain but to an adequate emergency psychiatric institution or call 112 for guidance and advice.
9. If the User is not a consumer or uses the Service within the framework of his/her employment or assignment for a trader, Zebrain's liability shall be limited to direct damages amounting to the lower amount of either SEK twelve thousand (12,000) or the amount paid for the Service during the previous three (3) months.

5. INTELLECTUAL PROPERTY RIGHTS

1. Copyright, ownership and other intellectual property rights to Zebrain trademarks (including confusable characteristics), company name, domain name, Zebrain.se and all documents used and / or provided by Zebrain on Zebrain.se belong to Zebrain with exclusive rights. This means that Zebrain has the right of free disposition of such intellectual property rights.
2. All copying, modification, transfer and / or other use of Zebrain's material not expressly authorized in writing by Zebrain is prohibited. The User acknowledges and accepts that the unauthorized use of Zebrain's intellectual property rights constitutes a violation of this Agreement.
3. Any intellectual property rights that arise as a result of Zebrain's provision of Zebrain.se and / or other services shall accrue to Zebrain with exclusive rights. Such exclusivity includes

Zebrain's right of free disposition, including the right to freely change, assign, transfer and make available such result.

4. The provisions of this clause 5 shall apply regardless of the form in which the result is produced and whether the result is produced by Zebrain alone or in conjunction with another. This provision shall be applicable even after the Agreement between Zebrain and the User has otherwise expired.

5. To the extent that the User delivers legally protected intellectual property to Zebrain, including images, sound, video or text material, (collectively, the "**Material**"), the User hereby grants to Zebrain an unlimited, fully paid, sublicensable and transferable right to use, edit, adapt, redistribute, and further develop the material for the purpose of marketing and providing, as well as further develop, the Platform and Zebrain's operations.

6. The Coach warrants that it has not or will not infringe any third party rights in the provision of the Material and that Zebrain's use of the Material does, accordingly, not infringe on the rights of anyone else.

6. CANCELLATION OF VIDEO CALL RIGHTS

1. Cancellation of booked video calls can be made no later than 24 hours before the start time of a booked video call.

2. The User is aware of and accepts that he/she is not entitled to a refund when canceling the booked drop-in video call time. The User is aware of and further accepts that he/she is not entitled to any refund for cancellation of video calls which occurs later than 24 hours before such video call would have taken place.

3. Mandatory consumer law provisions give you as a consumer certain rights. If you use the Service as a consumer, mandatory consumer law provisions always take precedence over the provisions of this Agreement.

4. According to the Distance and Off-Premises Contracts Act (2005: 59) consumers have the right to withdraw from the Agreement under certain conditions. Zebrain provides specific information about the right of withdrawal at www.zebrain.se/legal. The user is aware of and accepts that the right of withdrawal does not apply to services that have been completed.

7. UNAUTHORIZED USE

1. Zebrain takes all unauthorized use of Zebrain.se and the User Account in violation of this Agreement / these general terms and / or our current policies regarding information management, security, ethics, etc. seriously. It is for example not allowed to film consultations with Coaches or to, in any way, distribute such material. Zebrain will take measures against completed or anticipated unauthorized use of Zebrain.se, the User Account, etc.

2. Zebrain reserves the right to, with or without prior warning or notice thereof, at any time and without liability for any consequences, remove information from Zebrain.se, close the User Account or take other measures due to the Users' breach of the Agreement or to protect Zebrain.se's reputation and / or to protect it from misuse.

In the event of such suspension, Zebrain also has the right to terminate the Agreement in accordance with clause 9.2 below.

3. In the event that the User has breached the Agreement, applicable law or if he/she has used Zebrain.se in an illegal or unauthorized manner, the User is liable to indemnify and hold Zebrain indemnified from any damage caused thereby (including but not limited to attorney's fees, legal costs and all claims from third parties).

4. The User is limited to booking time with one Coach at a time, it is thus not allowed to book several times with different Coaches in parallel. After a contact with a Coach has ended, a new appointment with another Coach can be booked.

8. TERM OF THE AGREEMENT

1. The Agreement is applicable as of the time the User has registered a User Account with Zebrain and thereafter until further notice.

9. TERMINATION

1. The User always has the right to terminate the Agreement with immediate effect. In case of such termination, Zebrain shall as soon as possible delete the User's User Account and remove all provided and stored information related to the User.

2. Zebrain has the right to terminate the Agreement with immediate effect in the event that the User violates, or where there is reason to believe that the User is expected to violate this Agreement and the User does not remedy such breach within thirty (30) days from written notice thereof. In the event of such termination, the User's User Account will be suspended, after which the Agreement is automatically terminated. Information regarding the User stored on Zebrain.se will be deleted promptly.

3. Users who have been suspended from their User Account in accordance with this clause are not entitled to re-register or register a new User Account without specific permission from Zebrain for this.

10. CHANGE OF FUNCTION AND TERMS

1. Zebrain reserves the right to change the scope and function of the User Account and of Zebrain.se. Product and service development may, for example, but not exclusively, refer to layout, content, service or functionality and may mean that the Agreement is affected. Such changes will be notified to Users via Zebrain.se and / or e-mail. The current general terms and conditions can be found in the Service and on Zebrain's website, [include LINK].

2. The User has the right to terminate the Agreement with immediate effect in the event that Zebrain's change of contract terms or of Zebrain.se is to the material detriment of the User.

11. FORCE MAJEURE

1. Zebrain does not indemnify damages resulting from strikes, fires, the exercise of authority, labor disputes, accidents, errors or delays in subcontracting, downtime in public communications systems or any other circumstance beyond Zebrain's control and which Zebrain could not reasonably be expected to foresee and the consequences of which Zebrain was not reasonably able to avoid or overcome. In the event that a circumstance in accordance with this clause persists for a period exceeding thirty (30) days, a party has the right to terminate the Agreement with immediate effect. In such circumstances, the User is entitled to a refund of any prepaid amount for a booked but not completed video meeting.

12. MESSAGES

The User must provide the e-mail address and telephone number on Zebrain.se to which he/she wishes Zebrain to send messages from time to time.

2. Termination and other notices under this Agreement shall be sent by e-mail.

Notices under this Agreement shall be deemed to have been received by the recipient;

a) if sent by e-mail: when the receipt has been duly confirmed, which can be done by for example confirmation of receipt;

(b) if sent by registered letter: two working days after delivery by mail; or

(c) if delivered by courier: at the time of delivery.

4. The User must notify Zebrain if he/she changes his contact information without delay.

13. TRANSFER OF AGREEMENTS AND OBLIGATIONS UNDER THE AGREEMENT

1. Users do not have the right to transfer this Agreement or the rights and / or obligations as a result of this Agreement to another.
2. ZebraIn has an unlimited right to subcontract for the fulfillment of its obligations under this Agreement.

14. APPLICABLE LAW AND DISPUTE RESOLUTION

Disputes in connection with the interpretation and application of this Agreement / these general terms and conditions and related legal relations shall be settled in accordance with Swedish law by a general court of law.

2. If you are a consumer, you also have the right to have a dispute in connection with the Agreement tried through alternative dispute resolution, provided that the case meets the requirements for processing (e.g. time and value limits). We undertake to participate in dispute resolution with a consumer in accordance with the Act on Alternative Dispute Resolution in Consumer Relations (SFS 2015:671). The relevant board for alternative dispute resolution is:

The National Board for Consumer Disputes (Sw. *Allmänna reklamationsnämnden*)
Box 174, 101 23 Stockholm
www.arn.se

3. The European Commission also provides a platform for out-of-court dispute resolution to consumers. This enables you as a consumer to resolve certain disputes related to your online orders without having to go to court. The Dispute Resolution Platform is available at the external link <http://ec.europa.eu/consumers/odr/>.
4. In the event of recovery of payment due to payment obligations under this Agreement / these general terms and conditions, notwithstanding what is otherwise stated in clause 14 above, such a matter may be referred to the Enforcement Officer (Sw. *Kronofogden*) or other collection procedure.