

Terms of Service

Version 2018:9

1 General

- 1.1 Nordic GameKeeper AB ("NGK", "We" or "Us") supplies an application for wildlife management called FeedCon ("FeedCon" or "the App"). These Terms of Service and NGK's Privacy Policy (collectively the "Terms") govern your access to, and use of, the App and create a legally binding agreement between you and NGK. If you sign up for or use the App on behalf of a person, institution, company, or organization (Such as e.g. your employer or commissioner), then the term "you" refers to this person, institution, company, or organization.
- 1.2 By accepting these Terms you agree to be bound by these Terms, and warrant that you are authorized to sign up for, and use, the App (including that you have all the rights, power and authority necessary thereto). If you are not duly authorized to sign up for, or use, the App, please do not use the App.
- 1.3 You may use the App only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations. If NGK suspects that you are in breach of these Terms or applicable law, NGK reserves the right to limit your access to, or even terminate, your use of the App.

2 The App

- 2.1 The App, its various features, and type of access levels, and subscription plans for the App are all described on NGK's website, as updated from time to time, which you access [here](#). You hereby understand that your access to the App and its various features will be limited in accordance with which type of access level and subscription plan that you have chosen to sign up for, and how NGK is defining this on their website. You accept that NGK is not obliged to offer you any other features or functionality outside what is specified for your particular access level or subscription plan.
- 2.2 Please note that the use of the App may be subject to certain technical requirement, such as specified operating systems or that you to have installed certain specified hardware (such as an smart timer). You hereby understand and accept that the App, or certain features thereto, may not work as described on NGK's website or in marketing activities for NGK or the App, unless you comply with these technical requirements, as instructed from time to time by NGK.

3 Accessing the App

- 3.1 **Access Levels and Access Model.** Access to the App is supplied differently depending on your access level and your subscription plan.
- 3.2 If you access the App by registering a user account ("User Account"), you undertake to handle your log-in credentials to your User Account (e.g. your password) in a manner that prevents unauthorized access or use thereof.
- 3.3 Any personal data collected from you will be processed by NGK in accordance with NGK's privacy policy, accessible [here](#).

4 Use of the App

- 4.1 **License.** NGK hereby grants you the non-exclusive, non-transferrable, non-sub-licensable right to use the App in accordance with i) your access level and subscription plan, and ii) how the App has been made available to you by NGK. All right not explicitly granted in these Terms are reserved to NGK.
- 4.2 **Proprietary Software.** Any software that may be made available by, or on behalf of, NGK in connection with the App, including any desktop or smart phone application, contains proprietary and confidential information that is protected by intellectual property laws and other legislation. Notwithstanding what is stated in these Terms, your right to the App excludes all rights to the App's source code.
- 4.3 **No illegal material in the App.** You hereby agree to **not** upload, store, nor otherwise integrate illegal, obscene, defamatory, abusive, or otherwise objectionable material or information in the App, or otherwise use the App in violation of the purpose for which the App is provided. Moreover, you may not send, transmit or store in the App viruses, trojans or other harmful or malicious code, interfere with or disrupt the supply of the App or the data therein, or try to access the App or related systems in a way contrary to these Terms or how the App has been made available to you. If NGK has reason to believe you are in violation of these Terms, NGK has the right to terminate your access and use of the App and delete any material submitted by you to the App.
- 4.4 You acknowledge and agree that you may not reproduce, copy, modify, distribute, sell, resell or otherwise unduly exploit the App.
- 4.5 **Children.** You acknowledge and agree that the App is not directed to children (i.e. people under 18 years of age), and NGK expects that any use by children will only be done with the guidance, supervision and consent of their parents and/or legal guardians. NGK relies on parents and guardians to ensure that minors only use the App if they can understand their rights and responsibilities as laid out in these Terms.

5 Your User Content and Personal Data

- 5.1 **Your User Content.** In the relationship between NGK and you, you own all right, title, and interested (including intellectual property rights) to any information that you create in, or upload to, the App, such texts or images (collectively referred to as "User Content"). You hereby warrant that you have all necessary legal rights to upload User Content to the App and that your use of the App does not violate any rights of others, such as, but not limited to, third party intellectual property rights or confidentiality undertakings between you and a third party.
- 5.2 **NGK's License to Your User Content.** By submitting User Content on or through the App, you grant NGK (and its's affiliates, assignees, sub-contractors, suppliers and business partners) a worldwide, non-exclusive, royalty-free license to access and use your User Content in any way necessary to provide you with the App and develop new, additional features, and/or services. This license includes a right for NGK to use, host, store, reproduce, index, modify, and create derivative works of your User Content (such as those resulting from translations, adaptations or other changes we make so that your User Content works better with the App), and a right to perform analysis on aggregated, anonymized versions of your User Content and your use of the App for business or statistical purposes.
- 5.3 **Your Personal Data.** Your use of the App may require that NGK process your personal data. You hereby authorise NGK to process and store your personal data in the way described in our Privacy Policy, accessible [here](#). Furthermore, you consent to that your personal data may be processed in a country outside the European Union/European Economic Area, such as in the United States.
- 5.4 For detailed information on how NGK process personal data, please read NGK's Privacy Policy, accessible [here](#).
- 5.5 **Third-Party Software and Services.** To provide you with the App, we use various software and/or services from third parties for e.g. improved user experience, customer support and payment. Please note that any information that you submit to any third party (by e.g. entering information on a third party's website which can be e.g. integrated with the App or accessible via redirection) will be shared with that third party, and is subject to the terms and conditions and privacy policy of that third party.
- 5.6 You understand and agree that the technical processing and transmission of the App, including your User Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

- 5.7 You understand and agree that your User Content and personal data may be transmitted or handled in an unencrypted manner if you choose to use unencrypted gateways to connect to the App.

6 Price and Payment terms

- 6.1 The prices payable for your subscription to the App are shown on NGK's web site, accessible [here](#). NGK may change the prices for the App from time to time, and will communicate any price changes to you before the new prices take effect. Price changes will take effect at the start of the next subscription period following the date of announcing the price change to you. **By continuing to use the App after the price change takes effect, you accept the new price.**
- 6.2 You hereby acknowledge that NGK may have to adjust the price for the App if the costs for supplying the App increase. You hereby accept to be charged such reasonably adjusted prices, provided that the price adjustment in question is a direct effect of that NGK incurs adjusted costs for supplying you with the App.
- 6.3 The fees for the App will be automatically charged your payment method (credit card, bank account etc.) in accordance with what is stated on NGK's website.
- 6.4 Your payment for the App will be administered by a third-party service, and not by NGK directly. Effectively, any information you submit during a payment procedure (such as e.g. credit card information or billing address) will be processed by the third-party payment service in question and is subject to their terms and conditions. If you have any questions concerning your payment, please direct those to the third-party payment service.
- 6.5 **Waiver of consumers' right to withdraw from transaction (In Swedish: Ångerrätt).** If you are a consumer, you hereby waive your right to withdrawal from purchase, as set out by applicable law on distance trade (Such as laws emanating from e.g. the Directive 2011/83/EU of the European parliament and of the Council of 25 October 2011 on consumer rights (...)) and thereby will not be able to revert from payment once you have completed the purchase of the App.

7 Term and Termination

- 7.1 These Terms shall continue in full effect until your access to the App is terminated.
- 7.2 **Automatic renewal for subscription plans.** If you are on a subscription plan, your subscription will automatically renew at the end of the subscription period, unless you cancel your subscription through your User Account before the end of the current subscription period. The cancellation will take effect the day after the last day of the current subscription period, and you will then not be able to access the App.
- 7.3 **Termination of User Account.** You may terminate your user account by contacting us via e-mail, or by not paying our invoices. NGK may, in their sole discretion, terminate your user account if NGK suspects that you are in breach of these Terms.
- 7.4 Upon termination of your User Account, NGK will delete your user account, your log-in information and your User Content after 6 months.

8 Maintenance

- 8.1 You understand and agree that the App may be temporarily unavailable for either scheduled maintenance or for unscheduled emergency maintenance, or because of other causes beyond NGK's reasonable control. NGK shall use its reasonable efforts to provide advance notice of any material scheduled service disruption.

9 Intellectual Property Rights

- 9.1 The App is protected by intellectual property rights, such as, but not limited to, patent right, copyright, trademarks, design rights and sui generis database rights. All intellectual property rights attributable to the App ("Intellectual Property Rights") are the sole and exclusive property of NGK or its third-party licensors. You understand and agree that your rights or access to the Intellectual Property Rights are limited to those rights expressly granted in these Terms and do not include any other licenses or implied rights.

- 9.2 All feedback, comments, or suggestions (“Feedback”) you may provide to us is entirely voluntary. You hereby agree to that NGK shall own all right, title and interest in and to all Intellectual Property Rights attributable to Feedback (including all derivatives or improvements thereof) and have a royalty free, unlimited, world-wide right to use Feedback (excluding User Content) as NGK sees fit (including copy and transmit for e.g. commercial purposes) without any obligation to you.
- 9.3 You shall promptly notify NGK of any actual or threatened misappropriation or infringement of Intellectual Property Rights, that come to your attention.

10 Warranties

- 10.1 The App is provided “as is” and “as available”, without express or implied warranty of any kind.
- 10.2 NGK makes no representations and disclaims all warranties including, but not limited to, warranties concerning satisfactory quality, fitness for a particular purpose, service levels, accessibility, up-time, results from use of the App, non-infringement of third party’s intellectual property rights or that the App is free of malware or other harmful components.
- 10.3 **Applications and Integrations.** The App comprises of various sub-suppliers’ services which jointly enable the App. NGK makes no representation nor does NGK warrant, endorse, guarantee, or assume responsibility for any third-party applications, services, or integrations (or the content, interoperability or functionality thereof), or products or services advertised or offered by a third party on, or through, the App, or featured in any banner or other advertising.
- 10.4 **IT-security and confidentiality.** You hereby warrant that your use of the App and User Content does not violate any third-party rights (including intellectual property rights) nor that it violates any applicable laws. NGK hereby disclaims all warranties regarding IT-security levels, and that the confidentiality of the User Content can be upheld at all times. You understand that you have the ultimate responsibility for ensuring the confidentiality and security of the User Content. In case you doubt whether the IT-security level meets your requirements thereof, we recommend that you make contact with NGK (contact details found at the end of these Terms of Service) to learn about the safety of the App, and, as a precaution, refrain from submitting volatile or sensitive information to the App until you have due confirmation of that adequate security measures are employed.

11 Limitation of Liability

- 11.1 NGK is not liable for any direct or indirect loss suffered by you, unless NGK has been found guilty of gross negligence. NGK’s liability under this section shall, in any event, be limited to an aggregated amount of 10.000 SEK.
- 11.2 NGK is under no circumstances liable for any loss or damages of any kind that are directly or indirectly related to: i) use and interpretation of information presented in the App, ii) your User Content, iii) your use of, or inability to use, the App, iv) any loss of information, or User Content, v) loss of production or sales, loss of profit and cost of capital.
- 11.3 Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitation may not apply to you. In these jurisdictions, NGK’s liability will be limited to the greatest extent permitted by applicable law.

12 Indemnification

- 12.1 You agree to indemnify, defend and hold harmless NGK, its affiliates, officers, directors, employees, consultants, agents, suppliers and resellers from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorney fees as and when incurred) arising from i) your use of the App, ii) your use of your User Account, iii) your violation of these Terms, or iv) the infringement or violation by you, or any other user of your User Account, of any intellectual property relating to the App (including without limitation your User Content) or other rights of any other person or entity.
- 12.2 NGK shall have no liability to you regarding any action or claim alleging intellectual property infringement based on any conduct involving i) the use of the App in combination with other products, equipment, devices or software not supplied by NGK (including without limitation any application software produced by you), or ii) the alteration, modification or customization of the App by any person or entity other than NGK, or by NGK based on your specifications or otherwise at your directions.
- 12.3 In the event of an intellectual property infringement action or claim against NGK which is based on any conduct described in the preceding Section 12.2, you shall at your own expense defend such action or claim, and you shall pay any and all damages and costs finally awarded against NGK in connection with such action or claim, provided that NGK notifies you promptly in writing of such action or claim, NGK gives you sole control of the defence thereof (and negotiations for settlement or compromise thereof), and NGK cooperates in such defence (at your expense).
- 12.4 You shall indemnify NGK from and against claims from third parties (including supervisory authorities) based on your failure to obtain consent, or otherwise ensure legal ground, for NGK's processing of personal data on your behalf.

13 Miscellaneous

- 13.1 **Changes to the App.** NGK reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the App (or any part thereof) with or without notice at any time. You agree that NGK shall not be liable to you or to any third party for any modification, suspension, termination or discontinuance of the App.
- 13.2 **Changes to these Terms.** If we make changes to these Terms, we will notify you by publication on our website. For material changes, we will also provide you with prominent notice as appropriate under the circumstances (e.g. by e-mail to your e-mail address, or pop-up when you start the App) and, where required under applicable law, ask for your consent.
- 13.3 NGK has the right to assign and subcontract its rights and obligations following from these Terms.
- 13.4 **Change of Ownership.** If the ownership of NGK's business or the App changes, NGK reserves the right to transfer and assign your information, including your User Account and your User Content, to the new owners, or partners thereto, regardless whether they are resident and having business operations within or outside of the EU/EEA, so they can continue to supply the App. This includes any assignment to a company within NGK's group of companies, including an owner of, or subsidiary to, NGK or to a company that is not owned by, or otherwise affiliated with, NGK. Any new legal entity will still have to honour the commitments NGK has made in these Terms.
- 13.5 You acknowledge and agree that no agency partnership, joint venture, employee-employer, franchiser-franchisee relationship etc. is intended or created between you and NGK by the execution of these Terms.
- 13.6 This original version of these Terms is written in English. Should any translated version of the Terms conflict with the English version, the English version shall prevail.

14 Applicable law and dispute resolution

- 14.1 These Terms are governed by the substantive laws of Sweden, excluding its choice of law provisions and excluding the United Nations convention on contracts for the international sale of goods (CISG).
- 14.2 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 for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. The place of arbitration shall be Malmö, Sweden. The language of the proceedings shall be English. Any and all information disclosed during, or otherwise in connection with, the arbitration procedure (including the User Content of the award) constitutes confidential information which the parties shall hold in strict confidence and not disclose to any other party or entity.

15 Company Details and Contact Information

15.1 Company Details

Company name:	Nordic GameKeeper AB
Company registration number:	556626-9410
E-mail address:	info@nordicgamekeeper.com
Visiting Address:	Skällentorp Hög 110, 311 67 Slöinge, Sweden.
Postal Address:	Skällentorp Hög 110, 311 67 Slöinge, Sweden.