



END USER LICENSE AGREEMENT

Last revised March 3, 2023.

This limited software warranty and license agreement (this "**Agreement**") is entered in between you, acting either as a natural person or duly on behalf of a corporation or other legal entity, ("**End User**" or "**You**"), and Kwick Expense AB, corporation reg.no. 559408-5796, ("**Kwick**"). Please read this Agreement carefully before downloading, opening, installing, copying or otherwise use any products provided by Kwick (the "**Software**"), including creating a personal account to use the Software ("**User Account**").

By selecting the "I accept" button or other button or mechanism designed to acknowledge agreement to the terms of an electronic copy of this Agreement, or by installing, downloading, accessing, or otherwise copying or using all or any portion of the Software,

- (i) You accept this Agreement on behalf of the entity for which You are authorized to act (e.g., an employer) and acknowledge that such entity is legally bound by this Agreement (and You agree to act in a manner consistent with this Agreement) or, if there is no such entity for which you are authorized to act, You accept this Agreement on behalf of yourself as an individual and acknowledge that you are legally bound by this Agreement, and
- (ii) You represent and warrant that you have the right, power, and authority to act on behalf of and bind such entity (if any) or yourself. You may not accept this Agreement on behalf of another entity unless You are an employee or other agent of such other entity with the right, power, and authority to act on behalf of such other entity.

If You are unwilling to accept this Agreement, or You do not have the right, power, and authority to act on behalf of and bind such entity or yourself as an individual (if there is no such entity), do not select the "I accept" button or otherwise acknowledge the Agreement or use the Software.

The Agreement may be updated periodically, and the current version will be posted at <https://kwick.io/legal> (the "**Website**") with notification to the User Account. Your continued use of the Software after a revised Agreement has been posted constitutes Your acceptance of its terms and conditions.

A. SCOPE OF THE LICENSE

The Software includes all software included with this Agreement, accompanying manuals and other written files, electronic or online materials or documentation and any and all copies of such software and its materials. The Software also includes any upgrades provided by Kwick that replace or supplement the original Software unless such upgrade is accompanied by a separate license in which case such license will govern.

The Software provided by Kwick under this Agreement is licensed, not sold, for Your use only under the terms of this Agreement. Kwick reserves all rights not expressly granted to You.

This license granted for you for the Software is limited to a non-exclusive, non-transferable limited license to install and use the Software on any smartphone or tablet that You own or control and as permitted by the terms of use set forth below (the "Usage Rules"). The license does not allow You to use the Software on any smartphone or tablet that You do not own or control, and You may not distribute or make the Software available to be used by multiple devices at the same time, other than specified in the Usage Rules. You may not rent, lease, lend, sell, redistribute, or sublicense the Software. You may not copy (except as expressly permitted by this license and the Usage Rules), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Software, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the Software). Any attempt to do so is a violation of the rights of Kwick and its licensors. If You breach this restriction, You may be subject to prosecution and damages.

B. USAGE RULES

As an End User, You agree to the following terms of use:

- You agree to safeguard Your username and password and not to disclose Your password to any third party. You must notify Kwick immediately upon becoming aware of any breach of security or unauthorized use of the User Account.
- You agree to only install and use the User Account on no more than three (3) technical devices.
- You agree to uninstall the User Account from all technical devices if or when the license period has ended.
- You may not disclose confidential information or information that You do not lawfully possess.
- You may not upload illegal materials to the User Account.
- You may not post, link to, upload or transmit software or other materials that contain viruses, worms, time bombs, Trojan horses, or other harmful or disruptive components.
- You may not publish or post other individual's private and confidential information, such as credit card numbers, street address, or Social Security/National Identity numbers, without their expressed authorization and permission.
- You may not use our Software for any unlawful purposes or in furtherance of illegal activities. International users agree to comply with all local laws regarding online conduct and acceptable content. You are responsible for the content that you post or upload to the account, including its legality, reliability, and appropriateness.

C. USE OF DATA

You agree that Kwick may collect and use technical data and related information, including personal data, in accordance with our current integrity policy, which can be found at <https://kwick.io/legal>.

D. TERMINATION

The license is effective until terminated by You, the entity to which your User Account is connected, or Kwick. Your rights under this license will terminate automatically without notice from Kwick if You fail to comply with any term(s) of this license. Upon termination of the license, You shall cease all use of the Software, and destroy all copies, full or partial, of the Software.

E. SERVICES; THIRD-PARTY MATERIALS

The Software may enable access to Kwick's and third-party services and web sites (collectively and individually, "Services"). Use of the Services may require Internet access and that You accept additional terms of service.

You understand that by using any of the Services, You may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. Nevertheless, You agree to use the Services at Your sole risk and that Kwick shall not have any liability to You for content that may be found to be offensive, indecent, or objectionable.

Certain Services may display, include, or make available content, data, information, applications, or materials from third parties ("Third-Party Materials") or provide links to certain third-party web sites. By using the Services, You acknowledge and agree that Kwick is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third-Party Materials or websites. Kwick does not warrant or endorse and does not assume and will not have any liability or responsibility to You or any other person for any third-party Services, Third Party Materials, or websites, or for any other materials, products, or services of third parties. Third-Party Materials and links to other web sites are provided solely as a convenience to You.

The Services may contain proprietary content, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, and You will not use such proprietary content, information, or materials in any way whatsoever except for permitted use of the Services. No portion of the Services may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Services, in any manner, and You shall not exploit the Services in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity. You further agree not to use the Services in any manner to harass, abuse, stalk, threaten, defame, or otherwise infringe or violate the rights of any other party, and that Kwick is not in any way responsible for any such use by You, nor for any harassing, threatening, defamatory, offensive, or illegal messages or transmissions that You may receive as a result of using any of the Services.

In addition, third party Services and Third-Party Materials that may be accessed from the Software may not be available in all languages or in all countries. Kwick makes no representation that such Services and Third-Party Materials are appropriate or available for use in any particular location. To the extent You choose to access such Services or Third-Party Materials, You do so at Your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. Kwick, and its licensors, reserve the right to change, suspend, remove, or disable access to any Services at any time without notice. In no event will Kwick be liable for the removal of or disabling of access to any such Services. Kwick may also impose limits on the use of or access to certain Services, in any case and without notice or liability.

F. WARRANTY

Kwick warrants that it owns the platform and has the right to grant You the right to use the Software and the Service without infringement in any third party's rights, and that Kwick comply with from time-to-time applicable laws and regulations.

The Software and Services are provided "as is" and "as available". Kwick does not warrant against interference with the Software, that the functions contained in, or Services performed or provided by Kwick will meet Your requirements, that the Software or Services will be uninterrupted or error-free, or that defects will be corrected.

Except as expressly stated in this Agreement, Kwick does not provide any warranty for the Software or any of the Services. No oral or written information or advice in respect to the Software or Services given by Kwick shall create a warranty. You expressly acknowledge and agree that use of the Software and Services is at Your sole risk and that the risk as to satisfactory quality, performance, accuracy, and effort is with You.

G. LIMITATION OF LIABILITY

Kwick shall in no event, however caused, be liable for personal injury, or any incidental, special, indirect, or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses, arising out of or related to Your use or inability to use the Software or Services. This shall be, to the extent not prohibited by law, regardless of the theory of liability (contract, tort or otherwise).

Kwick will not be liable for any loss, damage or penalty resulting from delays or failures in performance resulting from acts of God, supplier delay or other causes beyond Kwick's reasonable control (Force Majeure).

H. ADDITIONAL TERMS

In case this Agreement is available in several languages, the English language version of this Agreement is legally binding in case of any inconsistencies between the English version and any translations.

If and to the extent any provision of this Agreement is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability and will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity, or unenforceability of such provision in that jurisdiction will not in any way affect the legality, validity, or enforceability of such provision or any other provision of this Agreement in any other jurisdiction.

Notices in connection with this Agreement by either party will be in writing and will be sent by electronic mail, postal service, or a delivery service (such as UPS, FedEx, or DHL), except that You may not provide notice to Kwick of an Kwick-breach of this Agreement by electronic mail. Notice of termination shall be sent to sales@kwick.io.

Sections B, D, E, F and G will survive any termination of this Agreement.

This Agreement will be governed by and construed in accordance with the laws of Sweden. The UN Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act shall not apply to (and are excluded from the laws governing) this Agreement. In addition, each party agrees that any claim, action, or dispute arising under, or relating to, this Agreement will be brought exclusively in (and the parties will be subject to the exclusive jurisdiction of) the district court of Stockholm, Sweden. The language used at dispute resolution shall be Swedish.