

TERMS OF USE FOR NCS+

1 GENERAL

1.1 Information About

These terms and conditions ("**Terms and Conditions**") are applicable to all services provided by NCS Colour Aktiebolag, company reg. no. 556045-5288, P.O. Box 49022, 100 28 Stockholm ("**NCS Colour**"; may be referred to as "us", "our" or "we") to our customers ("**you**").

We and you are hereinafter also referred to as "**Party**" and jointly the "**Parties**".

Our [Privacy Policy](#) governs our processing of your personal data and explains how we collect, process, safeguard, and disclose personal data pertaining to your use of our services.

You may contact us by sending an email to info@ncscolour.com ("**Contact Information**").

1.2 Agreeing to the Terms and Conditions

By creating an Account (as defined below) and by using the Services (as defined below), you agree to these Terms and Conditions. If you do not agree to these Terms and Conditions, you should not create an Account or use the Services.

1.3 Definitions

"**Account**" means the account that you register and create on the Site and/or in the Apps.

"**Apps**" means our software applications, accessible via computer and/or mobile device, relating to the Services.

"**Contact Information**" means the information set out in Section 1.1 above.

"**Content**" is defined under Section 3.5 below.

"**Privacy Policy**" means our [Privacy Policy](#) (as updated from time to time) which describes how we process personal data.

"**Services**" means the services described under Section 2.1 below and which we have made available through the Site and the Apps, together with any such other related services and information made available by us to you.

"**Site**" means our website (<https://www.ncscolour.com>) and associated pages relating to the Services.

"**Subscription**" is defined under Section 4.1 below.

"**Subscription Period**" is defined under Section 4.1 below.

"**Terms and Conditions**" means these terms of use for NCS+ (as updated from time to time). The Terms and Conditions applicable at any given time will be available [here](#) and in the Apps.

2 THE SERVICES

2.1 Description of the Services

We provide and make available the software application **NCS+** through the Site and the Apps (together and/or individually the "**Services**"). More information about the Services can be found on the Site and in the Apps. To be able to use the Services, adequate internet access is required.

We are continuously developing the Services in order to make them better and provide new functions. We reserve the right to modify, amend, make updates and/or other changes to Services and its functionality as part of our normal operations, including but not limited to the underlying technology. Any such updates or changes will be automatically applied.

2.2 Setting up an Account

To use the Services, you must create an Account. By creating an Account, you confirm that you have read and accept these Terms and Conditions and have read and understood the Privacy Policy. Please make sure that you have read and understand these Terms and Conditions and the Privacy Policy before you create an Account.

You hereby confirm that all information provided to us in the creation of your Account is correct and you agree to ensure that the information is accurate at all times. We are entitled to decline or adjust an order from you or suspend your Account in the event that you provide us with untrue, inaccurate, not current, or incomplete information when creating your Account.

Once an Account has been successfully created, and payment has been made where prepayment is required, the Services will be available and ready to use, as detailed on the Site and/or in the Apps.

Credentials for your Account must be kept secure at all times. You may only create one Account. You are not allowed to transfer the Account to a third party or to share data relating to your Account with any third parties. Should you suspect that your Account or your credentials have been or are being used by a third party, you must contact us immediately by using our Contact Information.

2.3 Accessing and/or Subscribing to the Services

The Services may be accessed and/or subscribed to in accordance with the instructions on the Site and in the Apps. By accessing and/or subscribing to the Services, you are granted a limited, non-exclusive, non-transferrable and non-assignable license to use the Services through the Site and/or in the Apps.

As for ordering a subscription, our confirmation of your order will take place when we email you and/or send you a confirmation in the App, at which point a contract will come into existence between you and us. If we are unable to confirm your order, we will inform you of this in writing and will not charge you anything.

3 YOUR OBLIGATIONS

3.1 Business Customers

We offer the Services to companies and business customers. You warrant that you are authorised to enter into these Terms and Conditions on the behalf of the legal entity you represent as well as that you are authorised to use the Services on behalf of the legal entity you represent.

These Terms and Conditions and our Privacy Policy constitute the entire agreement between the Parties in relation to the Services. You warrant that the persons (for example, employees and representatives) you authorise to create an Account and use the Services have read and understand the Terms and conditions as well as our Privacy Policy. You are at all times responsible for the use of the Services under these Terms and Conditions – including, without limitation, by such persons – as if it was you using the Services.

3.2 Consumers

We offer the Service to private persons acting as consumers as defined under applicable local law. These Terms and Conditions and our Privacy Policy constitute the entire agreement between the Parties in relation to the Services. You are at all times responsible for the use of the Services, under these Terms and Conditions, through your Account.

3.3 Use of the Services

When you use the Services, you must always comply with these Terms and Conditions as well as all applicable laws and regulations. You shall not access the Services other than through interfaces provided by us and as otherwise expressly authorised under these Terms and Conditions. You may not use the Services in a manner contrary to our, or any third party's, rights and interests. You agree to comply with all instructions and recommendations provided by us from time to time.

You are responsible for all activities that occur under your Account, and you agree not use the Services to:

- a) defame, abuse, harass, threaten or otherwise violate the legal rights of any third party or us;

- b) publish, post or - in any other way express - any material or information that is inappropriate, defamatory, infringing, obscene, pornographic, racist, terrorist, politically slanted, indecent or unlawful;
- c) transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter," "spam," or any other similar solicitation;
- d) impersonate or attempt to impersonate NCS Colour Aktiebolag, an NCS Colour Aktiebolag employee, another user, or any other person or entity; or
- e) use the Services in any way that infringes upon the rights of others, or in any way is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.

Additionally, you agree not to:

- a) use the Services in any manner that could disable, overburden, damage, or impair the Services or interfere with any other party's use of Services;
- b) use any robot, trojan horses, or other automatic device, process, or means to access the Services for any purpose, including monitoring or copying any of the material on the Services;
- c) contribute to destructive activities such as dissemination of trojan horses, worms, spam or any other activity that might harm us, the Site and/or the Apps in any way;
- d) attempt to gain unauthorised access to, interfere with, damage, or disrupt any parts of the Services, the server on which the Services are stored, or any server, computer, or database connected to the Services.
- e) use any device, software, or routine to:
 - copy, modify, create any derivative work of, the Services;
 - reverse assemble, decompile, reverse engineer, or otherwise attempt to derive source code (or the underlying ideas, algorithms, structure, or organisation) of the Services; or
 - remove any copyright notices, identification, or any other proprietary notices from any of the software, copyrighted content and any proprietary information in the Services.
- f) monitor the Services' availability, performance or functionality for any competitive purpose, meaning, for example that you agree not to access the Services for the purpose of developing or operating a competitive product or service or copying the Services' features or user interface; or
- g) resell or in any way redistribute results generated on the Site and/or in the Apps or use the Services in order to create a competing service or product.

3.4 Suspended Access to the Services

Notwithstanding anything to the contrary in these Terms of Conditions, we may temporarily suspend your access to any portion or all of the Services if we (at our sole discretion) determine that:

- a) there is a threat to, or attack on, any of part of the Services;
- b) your continued use of the Services disrupts or poses a security risk to the Services or to any other customer or vendor of ours;
- c) you are using the Services for fraudulent or illegal activities;
- d) you otherwise violate the obligations and restrictions in this Section 3; or
- e) subject to applicable law, you made an assignment for the benefit of creditors or similar disposition of assets, or become the subject of any bankruptcy, reorganisation, liquidation, dissolution, or similar proceeding.

In addition to the above, we may also temporarily suspend your access to any portion or all of the Services in order to deal with technical problems or make minor technical changes to the Services. We shall use commercially reasonable efforts to place such downtime outside regular business hours (CET/CEST).

We will endeavour to contact you in advance in the event we need to suspend the supply of any Services, but we may not be able to contact you in advance if the problem is urgent or an emergency. We shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the suspension has been cured.

We will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that you may incur as a result of a suspension of the Services.

3.5 Your Provision of Content

The Site and/or the Apps allow you to post, link, store, share and otherwise make available certain information, and also include functions for uploading and storing information (including, without limitation, text and images) provided or created by you ("**Content**"). You are responsible for all distribution and other actions taken through the use of your Account.

By adding Content to the Site and/or the Apps, you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Services. You agree that this license includes the right for us to make your Content available to other users of the Services, who may also use your Content subject to these Terms and Conditions. You retain all other rights to such Content.

By adding Content to the Site and/or the Apps, you represent and warrant that you are:

- a) the owner of the uploaded Content and/or you have the right to use it and the right to grant us the rights and license as provided in these Terms and Conditions; and
- b) that the input and use of the Content on or through the Services does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any third party.

By adding Content to the Site and/or the Apps, you are aware that, depending on the settings of your Account, such Content might be shared with others. We are not liable for any loss of Content, and we advise you to always keep your own backup of your Content. We do not take any responsibility with regards to the validity of Content provided or created by you.

We will not supervise whether any Content is lawfully uploaded or distributed through the Site and/or the Apps. However, we have the right, but not the obligation, to monitor and edit all Content provided by users and we reserve the right to terminate any Account found to be infringing a copyright or applicable law.

4 PRICES AND PAYMENT

4.1 Subscriptions

Some parts of the Services may be billed on a subscription basis ("**Subscription(s)**") subject to your order of such. The applicable fees for the relevant Subscriptions are set out on the Site and/or in the Apps. The prices for the Subscriptions are set out including value added tax (VAT). The prices are excluding other fees and taxes, and the total the price of the Subscriptions provided to you will be indicated on the order pages when purchasing a Subscription or as otherwise notified by us to you in writing.

Purchasing of Subscriptions will be subject to applicable subscription periods (a "**Subscription Period**"). A Subscription Period is set either on (i) a monthly, or (ii) annual (12 months') basis, depending on the type of Subscription plan you select when purchasing a Subscription. You will be billed in advance on a recurring and periodic basis in accordance with the applicable Subscription Period.

At the end of each Subscription Period, your Subscription will automatically renew for a new Subscription Period corresponding to your current Subscription Period, unless you or we cancel it not less than fourteen (14) days prior to the expiry of the current Subscription Period in accordance Section 5.1 below. You may cancel your Subscription through the Online Account Management page on the Site and follow the instructions given there.

4.2 Payment and Payment Methods

You can pay for the Services through any of the payment methods listed on the Site.

For payments made through a third-party payment solution provider, this payment solution provider's terms and conditions applies. Such terms and conditions can be found on the relevant payment solution provider's website.

A valid payment method, including credit card information, is required to process the payment for your Subscription. By submitting such payment information, you automatically authorise us to charge all Subscription fees incurred through your Account to any such payment instruments.

In case of late payment, we reserve the right (but are under no obligation) to issue an electronic invoice that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

Any late payment may result in interest and/or collection fees being added to the payment, such as late interest in accordance with the Swedish Interest Act (Sw. *Räntelag (1975:635)*). Further, we shall have the right to close down your Account until you have paid for all the charges incurred by you.

4.3 Price Changes

We may, at our sole discretion and at any time, modify the fees for the Subscriptions. We will provide you with a reasonable prior notice of any change to the fees for the Subscription to give you an opportunity to terminate or modify your Subscription before such price change becomes effective. The new prices will take effect as of the first day of the next Subscription Period after the date when the prices were changed.

By continuing to use the Services after the price change takes effect, you are bound by the new prices. If you oppose the price changes, you must terminate your Subscription with us in accordance with these Terms and Conditions.

4.4 Trial period and Promotions

We may, at our sole discretion and at any time, offer a Subscription with a free trial for a limited period of time ("**Free Trial**"). During the Free Trial period, you will have access to all or parts of the Services (as further described on the Site and/or in the Apps) free of charge.

You may be required to register an Account and enter your billing information in order to sign up for and to use the Services during the Free Trial period.

If you do enter your billing information when signing up for Free Trial, you will not be charged any sum by us until the Free Trial period has expired. On the first day after the Free Trial period, unless you have cancelled your Subscription, you will automatically be charged the applicable Subscription fees for the type of Subscription you have selected.

We reserve the right to, at any time and without notice, (i) modify Terms and Conditions of any Free Trial offer, or (ii) cancel any such Free Trial offer.

Further, any contests, sweepstakes or other promotions (collectively, "**Promotions**") made available through the Services may be governed by rules that are separate from these Terms and Conditions. If you participate in any Promotions, please review the applicable rules. If the rules for a Promotion conflict with these Terms and Conditions, the Promotion rules will apply for the relevant Promotion.

4.5 Refunds, Cancellation and Right of Withdrawal

4.5.1 Business Customers

Unless otherwise expressly required by applicable mandatory law, we do not provide refunds, a right to return for a purchased subscription, credits for any partially used Subscription, cancellations or similar. All payments are non-refundable.

4.5.2 Consumers

You have the right to withdraw from a purchase of a Subscription within fourteen (14) days from when the purchase was made. To exercise your right of withdrawal, you must inform us of your decision to withdraw from the purchase by giving a clear statement thereof in writing. Please contact us via the Contact Information. You can also use the standard form that can be found at Konsumentverket's website, available [here](#). If you use the standard form, please e-mail it to info@ncscolour.com or send it to our address at P.O. Box 49022, 100 28 Stockholm, Sweden.

If you exercise your right of withdrawal, we will reimburse all payments received from you.

5 TERM AND TERMINATION

5.1 Agreement Period and Subscription Period

You are bound by these Terms and Conditions from the date you create an Account and for as long as you make use of the Services.

In the event your Account is subject to a valid Subscription Period, you are bound by these Terms and Conditions for the duration of the current Subscription Period. At the end of each Subscription Period, your Subscription will automatically renew for a new Subscription Period corresponding to your current Subscription Period, unless you or we cancel it not less than fourteen (14) days prior to the expiry of the current Subscription Period. You may cancel your Subscription through the Online Account Management page on the Site and follow the instructions given there. Upon cancellation, your license and right to access and use the Services that are accessible only through Subscriptions will be revoked.

If you wish to terminate your Account, you may use the built-in "*Delete account*" functionality that is available in the Site and in the Apps. Doing so will result in any content you have generated to be deleted from the Services. In such case, we will also delete or anonymise any personal information about you, with exception for any personal information that we are required to keep by law.

Obligations arising from any breach of contract during the term of these Terms and Conditions shall not be affected by termination. All provisions of these Terms and Conditions which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

5.2 Termination for Cause by Us

Notwithstanding anything otherwise set out in these Terms and Conditions, we may terminate or suspend your Account and bar access to Services immediately, without prior notice or liability, in case of your breach of these Terms and Conditions or use the Services in any way that does not comply with the intended purposes or is otherwise harmful to us or a third party.

In case of the above, we may contact you to give you an opportunity to remedy your breach of these Terms and Conditions before terminating or limiting the Services.

Obligations arising from any breach of contract during the term of these Terms and Conditions shall not be affected by termination. All provisions of these Terms and Conditions which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

6 LIABILITY AND LIMITATION OF LIABILITY

6.1 Warranties, Disclaimer of Warranties and Limitation of Liability

6.1.1 Business Customers

Except as expressly provided for in these Terms and Conditions, the Services and all related components and information are provided on an "*as is*" and "*as available*" basis without any warranties of any kind, and we expressly disclaim any and all warranties, whether express or implied, including the implied warranties of merchantability, title, fitness for a particular purpose and non-infringement. We make no representations or warranties of any kind, express or implied, as to the operation of the Services, or the information, content or materials included therein. You expressly agree that your use of these Services, their content, and any services or items obtained from us is at your sole risk. You acknowledge that we do not warrant the Services will be uninterrupted, timely, secure or error-free.

The foregoing does not affect any warranties which cannot be excluded or limited under applicable mandatory law.

We have no liability to you if you use the Services under a trial period or otherwise free of charge.

Further, in no event shall we, our affiliates or any of our respective employees, officers, directors, agents, partners be liable for loss of contracts, loss of reputation and/or goodwill, loss of profit, loss of revenue, loss of anticipated savings and/or loss of business, or any other indirect, consequential or special loss, damage or liability (even if such loss or damage was reasonably foreseeable), arising out of or in connection with your use of the Services or the performance of our obligations under these Terms and Conditions.

Our total liability to you for all other damages arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you to us for the Services.

We shall not be liable for any loss or damages unless notice in writing summarising the nature of the damages (in so far as it is known by you) and, as far as is reasonably practicable, the amount of damages claimed, has been provided to us in writing as soon as possible (and at all times within three (3) weeks) of you becoming aware of the damaging event or, if earlier, within six (6) months from the damaging event.

The limitation of liability set out in this Section 6.1.1 shall not apply with respect to (i) claims related to death or bodily injury, or (ii) any other any liability that cannot be excluded or limited by applicable mandatory law.

6.1.2 Consumers

For the parts of the Services that only may be accessed through a Subscription, we are liable for defects that arises during the entire Subscription Period. Such parts of the Services are defect in the following events:

- a) we have not performed the Services in accordance with applicable security regulations or in breach of the Swedish Consumer Sales Act (*Sw. Konsumentköplagen*);
- b) the Services are not in accordance with what we have agreed; or
- c) the Services are not in accordance with information provided in our marketing.

However, we are not responsible for any defects caused by you, for example where you have not complied with these Terms and Conditions.

In the event that you consider the Services to be defect, you may submit a complaint by contacting us through the Contact Information. You have to submit the complaint within two (2) months of you becoming aware of the defect. Your right of complaint expires three (3) years after you discovered, or should have discovered, the defect.

In the event of such defects, we will (at our sole discretion) (i) repair the defective part of the Services, (ii) make a new delivery, meaning that you will receive another equivalent service, or (iii) offer you a price reduction or refund.

For all other parts of the Services, the Services and all related components and information are provided on an "as is" and "as available" basis without any warranties of any kind, and we expressly disclaim any and all warranties, whether express or implied, including the implied warranties of merchantability, title, fitness for a particular purpose and non-infringement. The foregoing does not affect any warranties which cannot be excluded or limited under applicable mandatory law.

6.2 Error Reporting and Feedback

You may provide us either directly by using our Contact Information or via our third-party services and tools with information and feedback concerning errors, suggestions for improvements, ideas, problems, complaints, and other matters related to our Services ("**Feedback**"). You acknowledge and agree that: (i) you shall not retain, acquire or assert any intellectual property right or other right, title or interest in or to the Feedback, (ii) we independently may have development ideas similar to the Feedback, (iii) Feedback does not contain confidential information or proprietary information from you or any third-party, (iv) we are free to use such Feedback irrespective of any other obligation or limitation between the Parties in these Terms and conditions, and (iv) we are not under any obligation of confidentiality with respect to the Feedback.

6.3 Indemnification

Notwithstanding anything otherwise set out in these Terms and Conditions, to the full extent as permitted pursuant to applicable mandatory law, you agree to defend, indemnify and hold us harmless, including our affiliates as well

as our and their respective directors, officers, employees and agents, from and against all claims and expenses (including legal fees) arising out of or related to:

- any Content submitted or posted by you in connection with the Services, on the Site or in the Apps;
- fraud you commit or your intentional misconduct or gross negligence in connection with the Services; or
- your violation of any applicable law or rights of a third party.

7 INTELLECTUAL PROPERTY RIGHTS

7.1 Our Rights

The Services, the Site and the Apps are owned and operated by us. All copyrights, trademarks, trade names, logos and other intellectual or industrial property rights held and used by us as well as those presented in the Services (including titles, graphics, icons, scripts, source codes, etc.) are our property or third party licensors' property and must not be reproduced, distributed, sold, used, modified, copied, limited or used (in whole or in part) without our prior written consent.

NCS Colour Aktiebolag is the proprietary holder of all intellectual property rights related to *NCS – the Natural Colour System*, including copyright and database protection to the colour notation system NCS - Natural Colour System[®] (the "**NCS System**"), our trademarks, designs and patterns and other creative representations, as well as any knowledge, experience, data, technology, samples, designs, drawings, software and other information relating in any way to the NCS System based colour communication products or services, including but not limited to computer and measurement programs and other computer-aided products and services, current or developed in the future related to the NCS System.

7.2 Respect for Our Intellectual Property

You must not tamper with, attempt to gain unauthorised access to, modify, hack, repair or otherwise adjust any of our material, hardware, source codes or information for any purposes.

The Services and other information, including all associated intellectual property rights, provided and made available by us, remain our exclusive property. You may not use our exclusive property for commercial or any other purposes without our prior written consent.

The NCS System is a unique system for colour notation resulting from highly skilled work and research over many years, implying real progress and commercial and other advantages. Any copying (including applications in whatever form) of, or cross-referencing to, the NCS System and or any representation thereof for commercial use requires a licence from NCS Colour Aktiebolag.

To maintain the integrity and quality of the NCS System, we protect the intellectual property rights to NCS[®]. A correct NCS[®]-marking will inform anyone that you are an authorised commercial NCS Partner. It will also inform others that NCS[®] may not be misused by non-authorised parties.

This guideline shows authorised users how to correctly refer to NCS trademarks in commercial use. For a comprehensive guide with examples and the latest updates, please visit <http://www.ncscolour.com/trademark-guideline>.

7.3 Respect for Others Intellectual Property

We respect the intellectual property rights of others. It is our policy to respond to any claim that any Content added to the Site and/or the Apps infringes on the copyright or other intellectual property rights of any third person.

If you are a copyright owner, or authorised agent acting on behalf of one, and you believe that the copyright protected work thought any Content has been copied in a way that constitutes copyright infringement, please submit your claim via email by using our Contact Information, with the subject line: "Copyright Infringement" and include in your claim a detailed description of the alleged infringement. In order for us to be able to process your claim, please include the following information in your email:

- a) an electronic or physical signature of the person authorised to act on behalf of the owner of the copyright's interest;

- b) a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
- c) identification of the Services, the Site and/or the Apps or other specific location on Services where the material that you claim is infringing is located;
- d) your address, telephone number, and email address;
- e) a statement by you that you have a good faith belief that the disputed use is not authorised by the copyright owner, its agent, or the law;
- f) a statement by you, that the above information in your notice is accurate and that you are the copyright owner or authorised to act on the copyright owner's behalf.

You may be held accountable for damages (including costs and legal attorneys' fees) for misrepresentation or bad faith claims regarding alleged intellectual property rights infringement.

8 CONFIDENTIALITY FOR BUSINESS CUSTOMERS

With respect to our business customers, during the term of these Terms and Conditions and thereafter, the Parties undertake not to disclose to any third party information regarding these Terms and Information, nor any other information that the Parties have learned as a result of these Terms and Conditions, whether written or oral and irrespective of form ("**Confidential Information**").

The Parties agree and acknowledge that the Confidential Information may be used solely for the fulfilment of the obligations under these Terms and Conditions, and not for any other purpose. The receiving Party further agrees to use, and cause its directors, officers, employees to use, the same degree of care (but not less than reasonable care) to avoid disclosure or use of Confidential Information.

The confidentiality undertaking above shall not apply to any Confidential Information that the receiving Party can establish is or becomes available to the public (otherwise than by breach of these Terms and Conditions or any other confidentiality undertaking).

The Parties also undertake to ensure that any information disclosed under this section, to the extent possible, shall be treated confidentially by anyone receiving such information. This confidentiality undertaking shall remain in force three (3) years after you ceased to use the Services.

9 PERSONAL DATA AND PRIVACY

More information about how we process personal data can be found in our [Privacy Policy](#).

With respect to our business customers, you acknowledge that you are the data controller for any personal data processed by us on your behalf in conjunction with your use of the Services. You also acknowledge that we are considered as your data processor for such processing of personal data.

10 MISCELLANEOUS

10.1 Defects and Delays Beyond Our Control (Force Majeure)

We shall not be liable for any defects or delays or for any damages, loss, or penalties caused by the non-performance in accordance with these Terms and Conditions due to circumstances out of our control including but not limited to in case of war, warlike events, civil war, revolution, rebellion, government action, strike, lockout, blockade, natural catastrophes or similar event, technical problems, failure of electrical / telecommunications / data communications or other communications, as well as defects or delays in services from subcontractors due to circumstances stated herein. If such circumstances occur, we will use reasonable efforts to inform you thereof, and take measures to minimise the effect of the defect or delay.

10.2 Assignment

You may not assign any of your rights or obligations under the Terms and Conditions to any third party without our prior written consent.

We may assign the Terms and Conditions, and we may assign, transfer or subcontract any of our rights or obligations under the Terms, to any third party without your prior consent.

10.3 Acknowledgement

By using the Services or any other services provided by us, you acknowledge that you have read these Terms and Conditions and agree to be bound by them.

10.4 Waiver and Severability

No waiver by us of any term or condition set forth in these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of us to assert a right or provision under Terms and Conditions shall not constitute a waiver of such right or provision.

If any provision of Terms and Conditions is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of Terms and Conditions will continue in full force and effect.

10.5 Links to Other Websites

The Services, the Site and the Apps may contain content and links to third-party websites or services that are not owned or controlled by us.

We have no control over, and assumes no responsibility for, the content, terms and conditions, privacy policies, processing of personal data or practices of any third-party websites or services. We do not warrant the offerings of any of these entities/individuals or their websites. We advise you to read the terms and conditions and privacy policies of any third-party websites or services that you visit.

11 GOVERNING LAW AND DISPUTE RESOLUTION

11.1 Business Customers

These Terms and Conditions and your use of the Services are construed under and governed by the substantial laws of Sweden.

If you have a concern or problem with the Services, we are happy to address any of your concerns. Should a dispute arise between the Parties, the Parties shall first seek to resolve such dispute through negotiations. In case of a dispute, please contact us with the details of your concerns or problems by using our Contact Information. If a dispute is not resolved within fifteen (15) days of submission, you or NCS Colour Aktiebolag may bring forward a legal action in court in accordance with the below.

Any dispute, controversy or claim arising out of or in connection with this contract, 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 place of arbitration shall be Stockholm, Sweden. The language to be used in the proceedings shall be English. Confidentiality shall apply to the arbitral proceedings and any information disclosed or decision or arbitral award made or declared during such proceedings.

11.2 Consumers

These Terms and Conditions and your use of the Services are construed under and governed by the substantial laws of Sweden.

If you have any complaints, please contact our support department by sending an email to info@ncscolour.com. We will always first try to solve your complaints through discussions between you and our support department.

Any dispute arising from or in connection with these Terms and Conditions and your use of the Services shall be finally settled by the public courts of Sweden, with the District Court of Stockholm as first instance. Notwithstanding

the above, we have the right to, at our sole discretion, choose to take legal action against a consumer where the consumer has its permanent residence.

If a dispute arises between you as a customer and us, and we are unable to resolve the dispute, you can submit a complaint to the EU's functioning dispute settlement online, ODR. More information can be found via the following link <http://ec.europa.eu/odr>. You may also contact the Swedish National Board for Consumer Disputes (Sw. *Allmänna reklamationsnämnden*).

12 CHANGES AND ADDITIONS

We reserve the right to modify these Terms and Conditions at any time. The latest version of the Terms and Conditions will be available on the Site and in the Apps. Amendments to the Terms and Conditions will become effective the first day following the day they are posted. We recommend that you keep yourself informed of any changes to the Terms and Conditions by regularly visiting the Terms and Conditions on the Site or in the Apps. Your continued use of the Services following the posting of amended Terms and Conditions means that you accept and agree to the amendments.

We will inform you of any material changes to these Terms and Conditions that are to your detriment by way of written notice at least thirty (30) days before the amendments will become effective. Such amendments will become effective on the date specified in the notice, which however shall not be less than thirty (30) days from the date of the notice, unless the amendments are due to potential violation of law, changes to the law, government orders, or similar events. You may cancel any valid Subscription as of the effective date of the relevant amendments, provided that the amendment involves a material change to your detriment and that we receive your written notice thereof no later than five (5) days prior to the effective date of the change.

All new functionalities, features and content introduced and added to the Services, the Site or the Apps will be subject to what is stipulated in these Terms and Conditions.

These Terms and Conditions were last updated on: 1 July 2023

COMPANY INFORMATION

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