

PLAYipp Terms of Use

1. INTRODUCTION

- 1.1. These Terms of Use (also referred to as the "Terms") apply between the Swedish company: PLAYipp AB with company registration number 556712-3012 (hereinafter referred to as "the Supplier") and the Customer who uses the Service or any other product or service that the Supplier provides to the Customer. The Supplier and the Customer are hereinafter collectively referred to as the "Parties" and separately as the "Party".
- 1.2. By using the Service, the Customer certifies that the Customer accepts the Terms in force at any given time and undertakes to comply with them. The Terms apply within the entire time the Customer and/or Users use the Service.
- 1.3. The Customer is fully responsible for its Users use of the Service and the Users compliance of the applicable Agreement. The Customer assumes full liability for any acts and/or omissions by its personnel and/or its Users use of the Service.
- 1.4. Each Party is responsible for complying with all applicable laws, ordinances and regulations.

2. DEFINITIONS

- 2.1. The following terms shall have the meanings set forth below, both when expressed in the plural and the singular
- 2.2. **Media Player(s):** refers to the Supplier's media player or media player software.
- 2.3. **PLAYipp Digital Signage:** refers to the Service used to manage and control the Media Players.
- 2.4. **Subscription:** refers to the right to connect a Media Player with the Service and provides access to the software, update and support for the Media Player as well as updates and support for the Service.

- 2.5. **Service:** refers to the software and cloud solution, "PLAYipp Digital Signage", to which the Customer and its Users has access to, through one or more Subscriptions.
- 2.6. **Customer:** refers to the entity that has entered into a Service Agreement with the Supplier regarding the Service.
- 2.7. **User:** refers to the individual that is using the Service on behalf of the Customer.
- 2.8. **Account:** refers to the User's or Customer's user account to the Service.
- 2.9. **Agreement:** refers to the Terms of Use in force at any given time, and the Terms of Service, Data Processing Agreement and Service Agreement entered into between the Supplier and the Customer.
- 2.10. **Operational Time:** refers to the total time during a calendar month.
- 2.11. **Third-party:** refers to any party other than the Customer, User or the Supplier.
- 2.12. **Personal data:** any information relating to an identified or identifiable natural person ("Data subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 2.13. **Processing:** any operation or set of operations which is performed on Personal data or on sets of Personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- 2.14. **GDPR:** refers to regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).

3. USER ACCOUNT

- 3.1. **Customer Account:** The representative registered in the Service for the Customer's company account to the Service ("Customer Account") is responsible for, among other things, registration and connection of Users to the Customer Account.
- 3.2. **Use of the Service:** The Service may not be used in violation of the Terms or applicable law in force at any given time, or for any purpose other than that for which the Service is intended.
- 3.3. **Responsibility:** The Customer is solely and fully responsible for providing, registering and storing correct information in the Service. If the Customer or User provides / registers / stores information in violation of the Terms, applicable law or the purpose of the Service, the Customer shall be fully liable and shall keep the Supplier fully indemnified.
- 3.4. **Confidentiality:** Each User has a personal responsibility to keep the login information in such a secure way that unauthorised persons can not access it. If the User detects an intrusion on the Customer Account or User Account, the User shall immediately contact the representative of the Customer Account and change the login information.
- 3.5. **Termination of User Account:** A User can at any time choose to terminate his/her User Account by contacting the representative of the Customer Account.
- 3.6. **Violations:** If the Customer and/or User violates any term of the Agreement, the Terms or applicable law, the Supplier has the right to refuse to provide the Service to the Customer and/or User and to terminate the Customer's and/or User's Account and the Agreement with immediate effect, without any consequence to the Supplier's detriment. In such cases, the Customer or the User is not entitled to any form of compensation from the Supplier.

4. USE OF THE SERVICE

- 4.1. **Non-exclusive right:** The Customer and User is granted a non-exclusive right to use the provided Services in accordance with the provisions stated

in the Agreement. This means that the Supplier may also provide the Service to other customers and users.

- 4.2. **Prohibitions:** The Customer or User may not copy, decompile or otherwise modify the supplied Media Player or Service. The Customer or Users may not transfer or sublicense their rights or Accounts to the Service, without the Supplier's prior written approval.
- 4.3. **Contacts:** The Customer is solely responsible for all contact that its Users makes with the Supplier, other Users or any Third-party through the Service.
- 4.4. **Prohibition of misuse, etc.:** The Customer and Users guarantees not to misuse data that can be retrieved from the Service and undertakes not to take measures aimed at circumventing technical protection measures, destabilising, hacking or introducing viruses to the Service.

5. SUPPORT

- 5.1. **Support working hours:** The Users have access to phone support, email support and the Supplier's help centre during support working hours. The Users are informed about support working hours in the help centre found on the Supplier's website www.playjpp.com.
- 5.2. **Public holidays:** Support is closed on all public holidays, which according to the Public Holidays Act (1989: 253) include public holidays, Saturdays, Christmas Eve, New Year's Eve, days before public holidays and Midsummer's Eve, and as per the information provided by the Supplier through the Service, the Supplier's website or the Supplier's help centre.
- 5.3. **Support requests:** The User can submit a support request to the Supplier through the Supplier's help centre and send support requests to the support email provided in the Supplier's help centre.
- 5.4. **Support number:** The User can submit a support request by calling the Supplier's Support on the support number provided in the Service.
- 5.5. **Service-level agreement (SLA) times:** SLA times apply from when the User receives a written confirmation from the Supplier regarding the Supplier's receipt of the support request. It is only during support opening hours that the SLA levels apply and are calculated.

- 5.6. **Total resolution time:** The total resolution time is the time the Supplier actively works on the support request and where the Supplier has not asked the User any questions which have not been answered by the User.
- 5.7. **Necessary support actions:** The User must restart the Media Player, update the Media Player, modify the Media Player settings, and assist as much as possible, if the Supplier's support considers this necessary to solve the problem or help troubleshoot. For the avoidance of doubt, any modification as indicated in this section shall always be considered as authorised by the Supplier and thus not in violation of section 4.2 above (Prohibitions).
- 5.8. **Use of data:** The Supplier has the right to use the Customer's and/or User's data including name, phone number, images, email address and all other data contained in the Customer's Account and/or User's Account when needed for the provision of the Services or support. The User shall provide the Supplier with support access to the Account if requested.
- 5.9. **Information:** The Supplier has the right to send information messages about the Service, support matters and/or other Service related information to the e-mail address registered by the User and/or Customer.
- 5.10. **Logging:** The Supplier may use any logging of the Service used to perform troubleshooting, investigate abuse, analyse infringement, analyse the User's use of the Service to improve it and provide information to authorities if necessary, and unnecessary personal data shall in such cases, if possible, be excluded from such processing.

6. INTELLECTUAL PROPERTY RIGHT

- 6.1. **Intellectual Property Rights (IPR):** The Supplier does not transfer any of the Supplier's intellectual property rights to anyone else due to the Agreement. The Supplier owns all intellectual property rights attributable to the Service and the Supplier's company, such as the logo, the Service's source code, etc. (with the exception of intellectual property rights owned by the Supplier's licensors).
- 6.2. **Third-party IPR rights and information:** If the Customer or its User intends to display information or Third-party information feeds or intellectual properties through the Service, the Customer is responsible for

ensuring that such use is permitted and does not infringe on the rights of Third-parties. If the User acts in violation of this provision, the Customer shall keep the Supplier indemnified from any and all Third-party claims.

7. GENERATED DATA

- 7.1. **User-generated content:** The Supplier does not claim ownership of any content that Users upload to or register in the Service.
- 7.2. **Anonymization:** The Supplier has the right to anonymize all registered personal data and all other data generated in connection with the use of the Service, and the Supplier has the right to use, store and share such anonymised data freely, without any limit in time, including the right to use anonymised data for statistical and evaluative purposes for the development of the Supplier's services.

8. PERSONAL DATA

- 8.1. The Supplier processes personal data in accordance with the GDPR. More information regarding the Supplier's Processing of Personal data can be read in the Supplier's [Privacy Policy](#).

9. COOKIES

- 9.1. The Supplier uses cookies to facilitate the use of the Supplier's Services and software. More information about how the Supplier's website and Service uses cookies can be read in the Supplier's cookie policy: <https://playipp.com/en/cookie-policy>.

10. CHANGES

- 10.1. **Changes to the Service:** The Supplier may make changes to the Service or how the Service is provided without prior notice to the Customer or Users. The Service is continuously updated and the Customer and User approves automatic updates of the Service. The Terms in force at any given time also apply to updates to the Service.

10.2. **Changes to the Terms:** The Terms in force at any given time are published in the Service and on the Supplier's website. The Supplier reserves the right to make changes to the Terms, and the Customer and Users are responsible for keeping up to date on the applicable Terms.

11. GOVERNING LAW AND DISPUTE RESOLUTION

- 11.1. The Terms shall be governed by the substantive law of Sweden.
- 11.2. Any dispute, controversy or claim arising out of or in connection with the Terms, 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 seat of arbitration shall be Stockholm, Sweden. The arbitral proceedings shall be confidential.