

Terms of Use

The following general terms and conditions applies into force June 2022 and apply continuously. The terms may be updated without notice after the above date.

1. Important information about the general terms and conditions

The general terms and conditions include the use of the services and products that Liveloe offers as part of their “connected bike” concept. These include but are not limited to the use of the live tracking platform for iOS, Android and webbrowsers, with associated hardware products. The services and products are delivered by Liveloe in cooperation with SweTrack Electronics AB (www.swetrack.com).

The following terms of use are a legally binding agreement between Liveloe Bikes AB (“Liveloe”), corporate identity no. 559198-4116 and you as a user of the Product Range provided by Liveloe ("User", "Yours", "You"). Liveloe is a Swedish company, which means that Swedish law will be applied to your agreement, which includes the general terms and conditions.

This agreement governs your access to, and use of, Liveloe’s “connected bike” services, which includes the Website, its streaming platforms, software services and hardware products defined above as the "Product Range". By not accepting the terms of use, you waive the right to use the Product Range. By using the Product Range, you are deemed to have accepted and thereby consented to the general terms and conditions.

Liveloe reserves the right to update and edit the terms of use without notice. By continuing to use the service after any update has been performed, you are deemed to have given your consent to the updated terms of use. By not accepting the new terms, you waive the right to use Liveloe Product Range. Since products and services from Liveloe are continuously updated, developed and iterated, Liveloe reserves the right to independently or to some extent change or stop offering products and services.

By using Liveloo products and services, you warrant that: (i) you are over 18 years of age (ii) you are under 18 years of age but have the permission of a guardian or (iii) in your capacity as agent for a company or other legal entity, you are over 18 years of age and has full authority to represent the company or legal entity and (iv) uses the product in accordance with the laws of the country in which the hardware product is located.

2. User Account

To use the Liveloo “connected bike” services the User needs to create an account on the provided Liveloo application. The following includes that the account holder must enter a username and an associated password. The user account saves position history and payment information (if applicable) for all devices that the User has. The user is fully responsible for the handling of his user data and thus bears full responsibility for all activity that occurs on the user account.

Liveloo disclaims all responsibility for any consequences that result from an unauthorized use of the User's user account. This may be, but is not limited to, hacking or knowingly and unknowingly transferring user data to third parties.

Likewise, if Liveloo has appropriate suspicions that indicate that the Product Range provided has been used in an improper manner, Liveloo reserves the right to terminate or restrict the User's user account without notice and the right to continue using the Product Range. "Incorrect purpose" may include, but is not limited to, unauthorized modification of SIM cards, improper handling of hardware and software products, and unauthorized modification of hardware and software.

3. Subscription fee

Liveloo reserves the right to unilaterally change all agreed prices for hardware products, software services and monthly fees for data traffic with the User. This may be the case if the data traffic or tracking service provider increases their rates. In the event of a price change, the User must be informed in a reasonable time.

4.Payment

Payment for software services and hardware is made in accordance with previous agreements between Liveloo and the User. In the case a monthly subscription fee is added for data traffic, tracking services or other defined services these must be paid by means of a selected credit card registered on the payment platform. If the payment is made by credit card or other payment card, the User has an obligation to cancel the monthly payment before the renewal date for the upcoming subscription period, if aforementioned services is not intended to be extended.

In the event of outstanding payment, Liveloo has the right to without notice restrict or close the User's access and the right to continue using the Product Range.

5. Demo units

If Liveloo has offered a product for demonstration, this may only be used for a previously agreed (limited) trial period. During this trial period, the product may only be used for the purpose of analyzing and evaluating the service. The above general conditions must also be applied for the use of the demo unit during the trial period. When the agreed trial period has passed, the user is expected to cease using the service as soon as possible. If the demo device is not returned to Liveloo within 5 days, you will be charged for applicable product and subscription fees.

6. Personal data

Personal and company data is stored, encrypted and treated confidentially by Liveloo in accordance with the General Data Protection Regulation GDPR (Regulation 2016/679 of the European Parliament and of the Council). Liveloo is responsible for the processing of personal data and has the right to use this personal data to store necessary customer information in order to complete the conclusion of the Agreement. SweTrack Electronics AB is appointed sub-processor acting in accordance with the above mentioned GDPR regulation. Personal data stored is name, e-mail address and credit card information when such payment method is. When ordering the Services, the

Customer gives his consent to the processing of personal data in accordance with the above.

For more information on how personal- and service-related data is processed and handled by Liveloo and its operational systems, please see Liveloo's Privacy Policy

7. Restrictions in relation to the Product Range

The use of the Product Range entails a number of restrictions. By using the Product Range, the User declares that he/she shall not (i) restrict Liveloo or SweTrack Electronics' intellectual property by replicating, plagiarizing and continuing the Product Range for its own or commercial gain, unless otherwise agreed between Liveloo or SweTrack Electronics and the User; and (ii) disassemble and rebuild or otherwise attempt to discern essential information such as code, hardware components and APIs that contribute to the creation of a product or service that does not differ from the Product Range to the extent that it differs materially from the Product Range.

8. Push notifications

When you as a User use Liveloo services, in the form of applications such as iOS, Android and web browsers, you can choose to receive text messages / push notifications both in and outside the app. The User has the possibility to choose whether to receive these ("Push notifications") or not. However, there may be messages from Liveloo administrative functions informing you of important information regarding the service. By accepting these Terms and Conditions, the User agrees that Liveloo may send the above messages.

9. Technical standard

Liveloo is not responsible for any deficiencies and limitations in the subscriber's operating system and computer environment. It is the User's responsibility to ensure that he has the necessary technical standard for the use of the ordered Services before

entering into the Agreement. Liveloo services presuppose that the User has the required technical standard.

10. Force majeure

Liveloo is released from liability for breach of the general terms and conditions caused by circumstances beyond the control of the party, such as disruption or interruption in public computer or telephone networks, accident, fire, lightning, explosion, war, riot, flood, natural disaster, or altered government regulation or government intervention. In order for such a circumstance to be invoked as a ground for exemption, a party shall notify the other party without delay. The parties' obligation under the Agreement re-enters as soon as such a circumstance as mentioned no longer exists.

11. Disclaimer

In addition to what is expressly stated in the above general terms, Liveloo hereby disclaims all warranties regarding these general terms, hardware or services or anything else covered by these terms, including all implied warranties. Liveloo does not guarantee that the service, the website or the functions they contain will work without interruption. Both parties admit that they have not acted in reliance on any guarantee or commitment beyond what is expressly stated in this agreement.

12. Applicable law and dispute

Agreements concerning the general terms and conditions shall be interpreted and applied in accordance with Swedish substantive law. Disputes in connection with this shall ultimately be decided by a general court with the Stockholm District Court as the first instance.