



General Terms & Conditions User

Fredrik Karlsson - 2021-09-07 - Legal

General Terms and Conditions

Valid from and including April 2021 until further notice.

The following are the general terms and conditions (the “General Terms and Conditions”) under which an agreement has been entered into between SEWN Technology Solution AB, 559197-5411, with its address at P.O. Box 2003, SE-663 11 Hammarö, Sweden, hereinafter referred to as “Company”, and the contracting natural person, hereinafter referred to as the “User”, regarding the User’s use of the Company’s Marketplace (as defined below) and the services that the Company provide to the User in relation to the Marketplace (the “Services”).

1. THE AGREEMENT, THE PARTIES, AND THE SERVICE

1.1 The agreement between the User and Company for the Service consists of the terms and conditions of the registration process that the User must complete to access the Service, and these General Terms and Conditions, hereinafter jointly the “Agreement”. By checking or ticking the checkbox in the registration process, the User acknowledges that he or she has read and agrees to these General Terms and Conditions and has entered into the Agreement.

1.2 For the purpose of evaluating, improving, and further developing the Service, Company may ask the User to participate in voluntary surveys and interviews.

2. DEFINITIONS

In these General Terms and Conditions, the following terms and expressions shall have the meanings set forth below.

Additional Services	Mean such additional services that the Company, against a fee, may offer the User from time to time as further set out and described on the Marketplace.
Agreement	Shall have the meaning set forth in Section 1.1.
Code of Conduct	Means the Company’s policy regarding the environment, working conditions, etc. that the User needs to adhere to when using the Marketplace / Services. The Code of Conduct may be accessed on the Marketplace. The Code of Conduct also includes an obligation of social responsibility for, among other things, growers of coffee beans with small businesses that do not themselves have the resources to utilize the opportunities that the Marketplace offers.

Company	Shall have the meaning set forth in Section 1.1.
Dispute Procedure	Means the procedure according to which any disputes arising between a User a Producer and/or a Facilitator, to the greatest extent possible, shall be resolved and which procedure is described in more detail on the Marketplace.
General Terms and Conditions	Shall have the meaning set forth in the preamble.
Facilitator	Means companies or persons using and accessing the Marketplace for the purposes of offering services to Users, Producers and other Facilitators within the areas of inter alia estate onboarding, branding, audits, mill services, cupping services, sample shipments, import/export services and delivery services.
Marketplace	Shall mean the digital marketplace which is owned, developed, and provided by the Company where (i) producers of raw coffee and coffee roasteries can market and sell products as well as provide information about themselves to Users, (ii) Users, Producers and Facilitators may interact with each other and (iii) Facilitators may offer their services to both Users and Producers.
Producer	Means coffee producers - growers of coffee beans and coffee roasters and other manufacturers of coffee products - which markets its products etc. on the Marketplace.
Services	Shall have the meaning set out in the preamble.
User	Shall have the meaning set forth in the preamble.

3. BASIC USER REQUIREMENTS

3.1 In order to use the Service and access the Marketplace, the User must register for a membership.

3.2 Should the User apply for any Additional Services, the User must, as assessed by the Company in its sole discretion, have the ability to pay for such Additional Services. For clarity, the User must also have the ability to pay for any products or services procured by a Facilitator or Producer. The Company may, at any time, check the User's ability to pay by means of a credit report.

3.3 The User may not disclose login details for the Service to any unauthorised person and shall store such login details in a way to prevent that unauthorised persons gain access to them. If the User suspects that any unauthorised person has gained access to the User's login details, the User must immediately notify the Company thereof. If such notification has not been received, the User is responsible for all purchases made with the User's login details.

4. THE COMPANY'S RESPONSIBILITIES AND LIMITATIONS OF LIABILITY

4.1 The Company owns the rights in and operates the Marketplace. Upon the conclusion of the Agreement and thereafter during the term (subject always to any suspensions or otherwise), the Company undertakes to make the Services and the Marketplace available to the User on the terms and conditions set out herein and elsewhere in the Agreement.

4.2 The Company does not warrant that the Service or the Marketplace will always be available throughout the term. The Company's liability under this Agreement shall be limited to correcting disruptions in the provision of the Service and the Marketplace as soon as reasonably possible. The Company does not assume responsibility for any damages that the User may suffer as a result of the Services or the Marketplace not functioning as intended. In case the User has paid for Additional Services, the User shall in case of disruption as its sole remedy be granted an extension of the access to such Additional Services corresponding to the time the provisioning of the Additional Services was disrupted.

4.3 The Company is not liable for failure to perform any obligation under this Agreement during such period, and to the extent, that the failure is prevented by any circumstance beyond the Company's reasonable control provided that the Company's failure to perform does not depend on the Company itself and the failure could not have been avoided by reasonable precaution.

4.4 The User acknowledges that the Marketplace integrates with and includes embedded links etc. to third-party products. The User may, when accessing the Marketplace and using the Services, be asked to use or otherwise come into contact with third-party products. In addition, Facilitators and Producers may edit content and offer their products on the Marketplace. The Company is not responsible for examining or evaluating and does not warrant the offerings of, any of these businesses or individuals or the content of their websites. The Company makes no representation or warranty and undertakes no obligations of any kind in relation to such third-party products. By using a third-party product, the User agrees to comply with any terms and conditions for such a third-party product. The Company may share the User's information with Facilitators, Producers, and other third parties as relevant for any potential transactions between the User and such third party.

4.5 One purpose of the Marketplace and the Services is to enable the user to enter into business relationships and agreements of various kinds with different Producers and/or Facilitators. For the avoidance of doubt, the Company will only provide the means of such relationships and agreements. The Company will thus not be part of any such agreement. Therefore, the User agrees and understands that the rights and obligations as between the User and a Producer/Facilitator in such an agreement will apply exclusively between the User and the Producer/Facilitator in question and that the Company does not in any way or form undertake any responsibility whatsoever in relation to any party of such agreement other than providing the Service and the Marketplace. The Company does not assume any responsibility or liability for the actions, product, and content of all of these or any other third parties.

5. THE USER'S RESPONSIBILITIES

5.1 The User shall, to the extent applicable to the User, always observe the Code of Conduct.

5.2 The Services and the Marketplace may be used only for their intended purpose – i.e. to create business relationships between the User, the Facilitators, and the Producers regarding coffee and other coffee products as well as to create other relationships, communicate and share knowledge. The Services may not be used by the User for any other purpose.

5.3 The User undertakes to ensure that any communication that the User has with the Producers and Facilitators, shall take place exclusively through the use of the functions provided for on the Marketplace. The foregoing entails that all agreements are to be entered into between the User and the Producers/Facilitators (provided that they relate to coffee and coffee products and that the parties' contacts have been initiated through the use of the Service) exclusively through the use of the Service.

5.4 The User further represents and warrants that the User will fulfill all obligations that the User is liable to assume according to any agreement with a Producer/Facilitator that has been concluded through the use of the Services. It is noted that all Producers and Facilitators have agreed to a corresponding provision and that the foregoing applies only to the extent the Producer or Facilitator fulfills its obligation towards the User under such agreement. The Company has provided an optional coffee agreement which the User is free to use when agreeing to purchase coffee from a Producer. The optional agreement is available on the Marketplace. The User and Producer may agree to this optional coffee agreement in whole or in part or agree to different or additional terms for their agreement. However, if and to the extent that no different terms have been agreed, then the User agrees to incorporate the optional coffee agreement in such agreement with a Producer. For the avoidance of doubt, the use of the Company's optional coffee agreement does not cause the Company to become a party to any such agreement.

5.5 The User undertakes to ensure that no action taken by the User in using the Service or accessing the Marketplace (including for the avoidance the contents of any agreement with a Producer/Facilitator) breaches applicable laws and regulations. The User shall indemnify the Company for any third party claims resulting from damage or loss caused by or in connection with any unlawful acts conducted by the User in relation to the Service or the Marketplace.

6. OBLIGATIONS FOR PRODUCERS AND FACILITATORS

6.1 For information purposes it is noted that in order to access and use the Marketplace, Producers and Facilitators are required to adhere to the following obligations. For the avoidance of doubt, while the Company is entitled to monitor and verify the Producers' and the Facilitators' compliance with the following, the Company makes no representation and/or warranty in relation to the Producers or Facilitators and accept no liability for any

incompliance or misrepresentation made by a Producer or a Facilitator.

6.1.1 All information provided by the Producers and the Facilitators about themselves, their services, and their products must always be accurate and complete.

6.1.2 No goods or information that infringe any third party's rights may be marketed or else provided on the Marketplace.

6.1.3 All Producers and Facilitators must, within a reasonable time, respond to any inquiries, expressions of interest, orders, etc. from Users. The foregoing does, however, not imply on the Producers or the Facilitators any obligations to enter into any agreements albeit that all Producers and Facilitators shall make inquiries, orders, etc. from Users a top priority and further shall strive to accept orders subject to available capacity.

6.1.4 All Producers and Facilitators undertake to comply with the Company's Code of Conduct - which includes an undertaking to actively work in ensuring that growers of coffee beans with small volumes can enjoy the benefits that the Marketplace provides for - and privacy policy.

7. COMMUNITY

7.1 The User recognizes that the Marketplace among other things is a community for people and companies who share an interest in coffee and thereto related products and services. On the Marketplace, the User may interact with other Users, Producers, and Facilitators. Users of the Marketplace may, with certain restrictions, publish articles, forum posts, updates, videos, tips, etc. Users may also, via the Marketplace, send direct messages to each other, comment on articles or other posts published on the Marketplace, and communicate in different ways.

7.2 In addition to the foregoing, the Marketplace provides for the opportunity for the user to rate and review Producers and Facilitators and for Producers, Facilitators and other users to rate and review the User. Users may also rate and review products, services, offerings, articles, and other posts on the Marketplace.

7.3 All messages, reviews, articles, and comments, etc. are published immediately on the Marketplace upon submission and the Company is thus not making any assessments of such messages, reviews, and/or comments prior to them being published.

7.4 The User undertakes to ensure that any message, review and/or comment, etc. submitted by the User is factual and correct. The User further undertakes to strive for being objective and fair in any message, review, and/or comment. The User shall not include any unlawful, offensive, or discriminatory statements in any message, review, or comment.

7.5 The Company accepts no liability for any reviews and/or comments published on the Marketplace. However, the Company reserves the right to remove any reviews/comments that, in the Company's reasonable opinion are not factual and correct or otherwise lack objectivity, violate applicable law, may be considered offensive or discriminatory, or that contain reviews or opinions in other aspects than those relevant for the Marketplace. The

Company also reserves the right to suspend the User if, in the Company's reasonable opinion, the User breaches any undertakings set out herein. Should the User find that any comment/review lacks in these aspects, the User undertakes to inform the Company thereof without undue delay.

8. PRICES, FEES AND PAYMENT TERMS

8.1 The Services are free of charge unless the User has subscribed for any Additional Services. The price for Additional Services is set out in the Company's price list which, from time to time, is available for all users of the Marketplace. The Company reserves the right to adjust the prices from time to time.

8.2 The price for the Producers' and Facilitators' products and services are agreed upon separately and communicated by the Producers' and Facilitators', respectively.

8.3 The applicable fee for the Additional Services will be charged upon activation and thereafter monthly in advance as applicable unless the fee is one-off. Fees will be charged by way of using the payment method set out on the Marketplace. If the Company after two unsuccessful tries have not been able to charge the payment, the Additional Services in question will be canceled for the User without the need for any separate notification.

8.4 If payment by credit or debit card is not possible, the Company may invoice the User by way of email invoice to the User's registered email address. The payment terms of such invoice shall be 15 days net.

8.5 If the User does not pay the invoice or any other compensation to the Company by the payment due date, the User will be charged a reminder fee and late payment interest according to the Swedish Interest Act (Sw. *räntelagen (1975:635)*). If the User does not pay following such late payment reminder, the Company reserves the right to undertake debt collection measures and the User may be charged for any costs in connection thereto.

9. PERSONAL DATA AND COMMUNICATION

9.1 The personal data of the User is processed in accordance with the Company's privacy policy for the Service, which is available on the Marketplace.

9.2 The User is responsible for ensuring that information in his/her user profile, such as name, address, and contact information, is up-to-date. The User shall promptly report any changes in such information to the Company's customer service.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 All intellectual property rights attributable to the Service (including but not limited to the Marketplace) are the exclusive property of the Company, its affiliates, or licensors. The User is not given any right to such intellectual property rights unless explicitly stated in these General Terms and Conditions.

10.2 These General Terms and Conditions grant the User a non-exclusive and non-transferable license to use the Marketplace and the content of the Service. The User may

only use the license in accordance with the purposes and the usage restrictions specified in these General Terms and Conditions.

10.3 The Service and the Marketplace may contain links to third-party websites or resources. Such links are provided by the Company as a service for the User and do not imply the Company's endorsement of the website in question. The Company is not responsible for the content, products, or services available on third-party websites or resources or links on such websites. The User acknowledges the sole responsibility for and assumes all risk arising from, the use of any third-party websites or resources.

11. CHANGES TO THE AGREEMENT

11.1 The Company has a unilateral right to amend these General Terms and Conditions during the term of Agreement. In the event of a material change, the Company shall inform the User by publishing the update on the Marketplace at least two weeks before the intended change takes effect. If the User does not accept the change, the User may terminate the Agreement.

11.2 The Company may from time to time amend the price for any Additional Services. In case of an amendment of the price for a membership with a fixed fee that entails an increase of the User's fee, the Company shall inform the User about the amendment via the Marketplace at least 45 days before the implementation.

11.3 The User shall continuously visit the Marketplace in order to stay up-to-date in terms of price adjustments, terms of Agreement, and user instructions.

11.4 The Company may, wholly or partially, transfer its rights and obligations under this Agreement to another company in its group of companies. The User may not transfer any of its rights or obligation under the Agreement to others.

12. TERM AND TERMINATION

12.1 The Agreement is valid until further notice.

12.2 The User may terminate its membership by giving notice to the Company whereupon the Company will deactivate the User as soon as possible.

12.3 In the event of a notice of termination concerning an Additional Service with a fixed membership fee, the Additional Service will be terminated on the next turn of the month. During the notice period, the User can continue using the Additional Service in question.

12.4 The User has the right of withdrawal (Sw. *ångerrätt*) within 14 days from registering the purchase of an Additional Service on the Marketplace. If the User wishes to use the right to withdraw, the User shall notify the Company within 14 days from registration. When using the right to withdraw, the User may use a standard form available at the Swedish Consumer Agency's (Sw. *Konsumentverket*) website.

12.5 The Company may terminate the Agreement for convenience upon giving three months' prior notice. The Company may further terminate the Agreement with immediate

effect or suspend the User's access to and use of the Service, whereupon all debts owed to the Company shall immediately be settled, if:

- (a) A credit report shows that the User has a record of non-payment or the Company otherwise has fair reason to believe that the User lacks the ability to pay,
- (b) The User does not pay the fees for Additional Services when due, whereupon the User's access to and use of the Additional Service will be suspended immediately,
- (c) The User does not fulfill his/her other payment obligations to the Company,
- (d) The User has provided incorrect information in the Agreement in order to manipulate the system,
- (e) The User account or login information is misused,
- (f) The User has not logged in to or otherwise accessed the Marketplace or the Services for more than three consecutive months,
- (g) The User otherwise breaches any user instructions issued by the Company, or
- (h) The User in any other way materially breaches the terms of the Agreement.

13. CONTACT AND MESSAGES

Information from the Company to the User may be provided by e-mail, phone, SMS, mail, or the Marketplace. Information from the User to the Company may be provided via the Marketplace or e-mail.

14. DISPUTES

14.1 Disputes between Users and Producers or Facilitators - dispute procedure

14.1.1 In the event a dispute that has its grounds in the use of the Services would arise between the User and a Producer or a Facilitator, the User undertakes to notify the Company thereof for resolution through the Dispute Procedure.

14.1.2 Unless there is an immediate risk for the User being caused irreparable harm, the User undertakes not to initiate formal legal proceedings against a Producer or Facilitator unless the Dispute Procedure has been concluded without a satisfactory and mutually acceptable amicable solution for both parties.

14.1.3 The User shall undertake to ensure that mediation procedures corresponding to the Dispute Procedure are included in the User's agreements with any Producer or Facilitator.

14.1.4 For the avoidance of any doubt and for the purposes of information, the requirements set out above are included in the Company's agreement with all Producers and Facilitators as well.

14.1.5 While the Company strives to seek any opportunity for an amicable solution to a dispute, the role of the Company shall be deemed that of a trusted and objective mediator rather than an arbitrator. It is the parties' decision whether or not they chose to accept a

proposed solution to a dispute provided by the Company. The Company takes part in these discussions on the best effort basis and will not accept any liability for its involvement in the Dispute Procedure.

14.2 Disputes between the User and the Company

14.2.1 This Agreement shall be governed by the substantive law of Sweden.

14.2.2 If a dispute cannot be resolved in agreement with the Company a User that is a consumer may turn to the National Board for Consumer Dispute (Sw. *Allmänna reklamationsnämnden*), see [Startsida | Allmänna reklamationsnämnden](#).

14.2.3 Any dispute, controversy, or claim arising out of or in connection with this Agreement, that cannot be settled in accordance with section 14.2.2 above shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC"). The Rules for Expedited Arbitrations shall apply. The seat of arbitration shall be Stockholm and the language to be used in the arbitral proceedings shall be English.