



General Terms & Conditions Legal Entity

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 legal entity, hereinafter referred to as the “Participant”, regarding the Participant’s use of the Company’s Marketplace (as defined below) and the services that the Company provide to the Participant in relation to the Marketplace (the “Services”). You agree to be bound by this Agreement upon clicking accept or by continuing using this website.

If you are entering into this agreement on behalf of a company or other organization, you hereby represent and warrant that you are authorized to enter into this agreement on behalf of such company or other organization.

Read these terms carefully before browsing this website. Using this website indicates that you have both read and accept these terms. You cannot use this website if you do not accept these terms. These terms contain a dispute resolution and arbitration provision that affects your rights under these terms and with respect to disputes you may have with us.

A data processing agreement accompanies these General Terms and Conditions and sets forth other terms of our agreement that apply solely to the extent any information you provide includes personal data.

1. THE AGREEMENT, THE PARTIES AND THE SERVICE

1.1 The agreement between the Participant and Company for the Service consists of (i) where relevant the Master Agreement entered into between the parties on this date including its appendices, (ii) the terms and conditions of the registration process that the Participant must complete to access the Service, and (iii) these General Terms and Conditions and any data processing agreement, hereinafter jointly the “Agreement”.

1.2 For the purpose of evaluating, improving, and further developing the Service, Company may ask the Participant 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.

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 Participant 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.
Customer of Roaster	Means customers of a Roaster, such as e.g. cafés, hotels, restaurants, micro roasters, other companies etc. that is granted access to the Marketplace by the Roaster.
Dispute Procedure	Means the procedure according to which any disputes arising between the Participant and a User or the Participant and 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 participants that use and access the Marketplace for the purposes of offering services to the Participant, Users and Other Participants 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 Participants, (ii) Participants, Producers and Facilitators may interact with each other and (iii) Facilitators may offer their services to both Participants and Producers.
Other Participants	Shall mean Facilitators, Producers, Customers of Roaster, or Roasters other than the Participant.
Participant	Shall have the meaning set out in the preamble;
Participant Users	Means the physical person/persons who access and use the Services and the Marketplace with credentials provided by the Participant;
Producer	Means participants that produce raw coffee.
Roaster	Means participants who buy raw coffee for roasting and other processing through the Marketplace.

Roles	Means Facilitator, Producer, Roaster or Customer of Roaster.
Services	Shall have the meaning set out in the preamble.
User	Shall mean physical persons other than Participant Users using and accessing the Marketplace.

3. BASIC PARTICIPANT REQUIREMENTS

3.1 In order to use the Service and access the Marketplace, the Participant must register for a membership. The Participant will, when accessing the Service and the Marketplace, act in one or several Roles. The Participant acknowledges that different provisions in the Agreement may apply depending on Role.

3.2 In order for the Participant to be allowed access to the Service and the Marketplace, the Participant must, as assessed by the Company in its sole discretion, have the ability to pay the fees set out herein. For clarity, the Participant must also have the ability to pay for any products or services procured by Other Participants. The Company may, at any time, check the Participant's ability to pay by means of a credit report.

3.3 The Participant 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 Participant suspects that any unauthorised person has gained access to the Participant's login details, the Participant must immediately notify the Company thereof. If such notification has not been received, the Participant is responsible for all purchases made with the Participant's login details.

3.4 The Participant is responsible as for its own acts for any acts and/or omissions of Participant Users. Participant Users may only access the Services and the Marketplace for the purpose of facilitating the Participant in any of its Roles.

3.5 The Participant acknowledges that the Company may, e.g. for purposes of facilitating support requests or else, access the Participant's account on the Marketplace and agrees that the Company may provide itself with such access should the Company find it reasonably necessary.

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 Participant within the agreed countries 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 Participant may suffer as a result of the Services or the Marketplace not functioning as intended. The Participant shall in case of disruption as its sole remedy be granted an extension of the access to the Marketplace and Services corresponding to the time of the disruption.

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 Participant acknowledges that the Marketplace integrates with and includes embedded links etc. to third-party products. The Participant and Participant Users may, when accessing the Marketplace and using the Services, be asked to use or otherwise come into contact with third-party products. In addition, Other Participants 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 Participant agrees to comply with any terms and conditions for such a third-party product. The Company may share the Participant's information with Users, Other Participants, and third parties as relevant for any potential transactions between the Participant and such third party.

4.5 One purpose of the Marketplace and the Services is to enable the Participant to enter into business relationships and agreements of various kinds with Users and 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 Participant agrees and understands that the rights and obligations as between the Participant and an Other Participant/User in such an agreement will apply exclusively between the Participant and the Other Participant /Facilitator/User 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, products, and content of all of these or any other third parties.

5. THE PARTICIPANT'S GENERAL RESPONSIBILITIES

5.1 The Participant shall, to the extent applicable to the Participant depending on the Role, 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 Participant, Users, and Other Participants regarding coffee and other coffee products as well as to create other relationships, communicate, provide services and share knowledge. The Services may not be used by the

Participant for any other purpose.

5.3 The Participant undertakes to ensure that any communication that the Participant has with Users and Other Participants, 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 Participant, Users, and the Other Participants (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 Participant further represents and warrants that the Participant will fulfill all obligations that the Participant is liable to assume according to any agreement with an Other Participant/User that has been concluded through the use of the Services. It is noted that all Users and Other Participants have agreed to a corresponding provision and that the foregoing applies only to the extent the Other Participant or User fulfills its obligation towards the Participant under such agreement. The Company has provided an optional coffee agreement which the Participant is free to use when agreeing on the sale or purchase of coffee with the Other Participant. The optional coffee agreement is available on the Marketplace. The Participant and the Other Participant 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 Participant agrees to incorporate the optional coffee agreement in such agreement with the Other Participant. For the avoidance of doubt, the use of the Company's optional coffee agreement does not cause the Company to become a part of any such agreement.

5.5 The Participant undertakes to ensure that no action taken by the Participant 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 or infringes third party rights. The Participant shall indemnify the Company for any third party claims resulting from damage or loss caused by or in connection with any unlawful acts/infringements conducted by the Participant in relation to the Service or the Marketplace.

5.6 The Participant acknowledges that, depending on Role, the Participant may either (i) procure services from Other Participants that require the Other Participant to access the Participant's account on the Marketplace for the purposes of providing such services or (ii) due to services procured from the Participant by the Other Participant may need to grant such Other Participant access to the Participant's account on the Marketplace for the purposes of enabling such Other Participant to provide its services. In such event, the following applies:

- When the Participant has agreed that the Other Participant may access the Participant's account, the Participant shall facilitate such access as reasonably required, and should the Participant wish for such access to cease, the Participant acknowledges that the Other Participant may not be able to provide the services as agreed and that the Other Participant will be excused for any failure to perform

caused by the access being ceased.

- When the Participant acts as a service provider, the Participant agrees to only access the Other Participant's account for the purposes of providing the services and to, when accessing such account, to strictly abide by any agreement made with the Other Participant and this Agreement.

6. THE PARTICIPANT'S SPECIFIC OBLIGATIONS

All Roles

6.1 The Participant undertakes to ensure that the Participant's site on the Marketplace is at all times updated with information regarding the Participant, its services, and products. The Participant is responsible for ensuring that the information provided is factual, accurate, and complete, does not violate laws and regulations, does not infringe any third party's rights, cannot be considered discriminatory in regard to sex, race, religion, sexual orientation, or the like and also otherwise, according to general values, can be considered acceptable. Political or religious messages are not allowed.

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

6.3 The Participant accepts and understands that the Service and the Marketplace may not solely be used for marketing and/or branding purposes. Thus, any services and/or products that are offered by the Participant on the Marketplace must be available for purchase on the terms and conditions and at the price point set out by the Participant on the Marketplace.

6.4 For the avoidance of doubt, the Participant warrants and represent that it has all necessary rights to (i) the brand names and other intellectual property rights it displays and/or markets on the Marketplace, (ii) provide the information it provides on the Marketplace and (ii) offer and sell any products and/or services it markets on the Marketplace. Thus, no communication, information, product, and/or service provided by or offered by the Participant will infringe any third party's rights. The Participant shall indemnify the Company for any third party claims resulting from the Participant breaching the foregoing warranty in relation to the Service or the Marketplace.

6.5 The Participant further undertakes to:

- Allocate sufficient resources in order to teach relevant staff members about the Marketplace and how it operates in order for such staff members to be able to access and use the Marketplace as intended and for the Participant to be able to take full advantage of the Marketplace;

- Only use and appoint consultants accredited by the Company for the purposes of evaluating the equipment used for accessing the Marketplace or educating the Participant about the Marketplace;
- Strive to be an active member of the community on the Marketplace by continuously developing a brand, information, and materials of the products offered on the Marketplace;
- Appoint a contact person special contact person who will be responsible for the contacts with the Company who will be available for monthly online meetings which will aim to increase the Participant's benefit from the Marketplace and also develop the Marketplace as such,
- Set aside time to actively participate in various workshops organized by the Company with Other Participants in order to exchange experiences, explore opportunities for collaborations and improve the Marketplace function;
- Always apply market standard terms and conditions when selling products and services and provide no less favorable terms and conditions for products and services offered on the Marketplace than the Participant does for other customers;
- Follow, as applicable, any pricing guidelines of the Marketplace;
- Actively work for the purposes of spreading information about the Marketplace in order to get other Producers, Facilitators, Customers of Roaster and Roasteries to join the Marketplace; and
- Otherwise actively utilize the Services with the ambition to improve the profitability and benefit also for Other Participants, increase the Marketplace's attractiveness, protect the climate and strive for fair income distribution and genuine shared value.

Especially regarding Producers

6.6 In the Role of Producer, the Participant further undertakes to:

- Actively work and support smaller producers of coffee beans in the local area in order to improve their ability to sell their products and in particular support at least one smaller grower of coffee beans, whose business itself cannot bear the investments etc. required to market products on the Marketplace;
- Free of charge and in parallel with the Participant's own marketing on the Marketplace, give the smaller producer opportunities to market his products via the Participant's space on the Marketplace, whereby the Participant shall assist the smaller producer free of charge to produce an appropriate presentation/brand story which will be kept available at the Participant's space on the Marketplace;
- Assist the smaller producer in the respects required for it to be able to sell and get paid for its products and also otherwise benefit from the opportunities that the Marketplace and the Services offer; and

- When granting a Roaster a license to roast at all times (i) observe the terms and conditions of the agreement with the Roaster, (ii) ensure that the Producer owns the title of any intellectual property included in the license to roast within the countries of the Producer's operations, (iii) ensure that the Producer has not previously granted and will not in the future grant any other third party any exclusive licensing rights in the intellectual included in the license to roast and (iv) indemnify and hold the Roaster harmless from damages caused by a third party claiming infringement of that third party's rights if (ii) or (iii) do not hold true.

Especially regarding Roasters

6.7 In the Role of Roaster, the Participant further undertakes to

- Observe all conditions and follow the guidelines communicated by a Producer when obtaining and executing on any license to roast from a Producer;
- Assist the Producer by (i) verifying that the intellectual property rights included in a license to roast do not infringe any registered intellectual property rights in the countries where the Roaster intends to use the intellectual property rights and (ii) in the name of the Producer seeking to register any registerable (such as e.g. brand names and/or logotypes) intellectual property rights included in the license to roast in the countries where the Roaster intends to use such rights;
- Clearly indicate on the Marketplace from which Producer any raw coffee used in the Roasters products stem and further work to strengthen the brand of any such Producer;
- Onboard Customer of Roaster to the extent allowed depending on the terms and conditions for the Roaster's membership of the Marketplace and provide such training etc. of the Marketplace that the Customer of Roaster reasonably requires in order for the Customer of Roaster to be able to use, access and take an active part in the Marketplace;
- Use the Marketplace and the Services as its primary source when looking to purchase raw coffee,
- Provide the Company with draft designs for any products which the Roaster intend to sell on the Marketplace and allow for the Company to require that the design is complemented by (i) the brand name and logotype of the Company and (ii) the brand name and the logotype of the Producer from which the raw coffee stems in which case the Roaster undertake to align with and follow any instructions of the Company and the Producer regarding the use and design of such brand names and logotypes;
- When the brand name/logotypes or other intellectual property rights of Company or Other Participants are used in conjunction with the Roaster's products to ensure that such use is limited to what has been expressly agreed and to inform the Company/Other Participant of any misuse or potential intellectual property rights

infringement of such rights; and

- Actively support the Producers in their work to get paid for their products and strive to ensure that everyone who works with coffee production should have reasonable working conditions.

Especially regarding Facilitator

6.8 In the Role of Facilitator, the Participant further undertakes to

- Perform any services provided through the Marketplace in a professional and workmanlike manner; and
- Actively support the Producers in their work to get paid for their products and strive to ensure that everyone who works with coffee production should have reasonable working conditions.

7. COMMUNITY

7.1 The Participant 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 Participant may interact with Other Participants and Users. The Participant may also, with certain restrictions, publish articles, forum posts, updates, videos, tips, etc. on the Marketplace and the Participant understands that also Other Participants and Users may do so. The Marketplace also provides for the ability to 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 Participant to rate and review Other Participants and Users and for such Other Participants and Users to rate and review the Participant, its 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 Participant undertakes to ensure that any message, review and/or comment, etc. submitted by the Participant is factual and correct. The Participant further undertakes to strive for being objective and fair in any message, review, and/or comment. The Participant 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 Participant if, in the Company's reasonable opinion, the Participant breaches any undertakings set out herein. Should the Participant find that any comment/review lacks in these aspects, the Participant undertakes to inform the Company thereof without undue delay.

8. PRICES, FEES AND PAYMENT TERMS

8.1 The fees payable by the Participant in order to use the Services and access the Marketplace are set out in the Master Agreement.

8.2 The price for the Other Participants' products and services are agreed separately and communicated by the Other Participants, respectively.

9. PERSONAL DATA AND CONFIDENTIALITY

9.1 The personal data of the Participant is when the Company acts in a capacity of a data controller, processed in accordance with the Company's privacy policy for the Service, which is available on the Marketplace. When the Company acts in the capacity of a data processor, the personal data is processed in accordance with the separately agreed personal data processing agreement.

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

9.3 The parties undertake to treat all information received by the other party in strict confidence shall not disclose any such information to any third party, without obtaining the prior written permission of the providing party. Notwithstanding the aforesaid, the receiving party shall have the right to disclose information to its authorized representatives provided they accept corresponding obligations of confidentiality to those contained in this Agreement.

9.4 The receiving party shall not under any circumstances use a lesser degree of care in safeguarding the confidential information than it uses for its own information of like sensitivity and importance

9.5 The above obligations shall not apply to any Confidential Information which:

- is in the public domain at the time of disclosure or later becomes part of the public domain through no fault of the receiving party; or
- is required to be disclosed by operation of law or court order and is not protected by any claim of privilege provided the receiving party attempts to notify the providing party prior to disclosure and any available governmental or judicial protection is obtained.

9.6 The contents of this Agreement shall be deemed confidential information.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 All intellectual property rights attributable to the Service (including but not limited to the Marketplace and the brand names of the Company) are the exclusive property of the Company, its affiliates, or licensors. The Participant 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 Participant a non-exclusive and non-transferable license to use the Marketplace and the content of the Service. The Participant 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 Participant 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 Participant 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 Participant by publishing the update on the Marketplace at least two weeks before the intended change takes effect. If the Participant does not accept the change, the Participant may communicate this to the Company including any justified reasons, therefore. If the Participant even after explanations from the Company still does not accept a change, the old version of the General Terms and Conditions will apply as between the Parties.

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

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

12. BREACH OF CONTRACT

12.1 The parties shall, subject to the limitations set out herein, be liable to compensate each other for any direct damages caused by one party breaching any of its obligations under the Agreement.

12.2 As regards the Company, the foregoing liability shall be limited to an amount corresponding to the fees paid by the Participant to the Company during the three months preceding the event giving rise to the claim.

12.3 Notwithstanding anything to the foregoing, no limitation of liability shall apply to the extent damage has been caused by gross negligence or fraud.

13. TERM AND TERMINATION

13.1 The Agreement is valid until further notice.

13.2 If the Participant and the Company have entered into a Master Agreement, the Master Agreement governs the term of the Agreement. For other Participants, i.e. such Participants that have not signed a separate Master Agreement, the Participant may terminate its membership by giving notice to the Company whereupon the Company will deactivate the Participant as soon as possible.

13.3 If the Participant has paid for a fixed term Service, the Service will be terminated upon the expiration of the term. During the notice period, the Participant can continue using the Service in question.

13.4 The Company may terminate the Agreement for convenience upon giving three months' prior notice. For fixed-term Services, the Agreement may, however, not be terminated for convenience prior to the expiration of the term. The Company may further terminate the Agreement with immediate effect or suspend the Participant's access to and use of the Service, whereupon all debts owed to the Company shall immediately be settled, if:

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

13.5 Upon the termination of this Agreement for any reason, the Company will as soon as reasonably possible make sure to delete or return, as decided by the Company, any data of the Participant (including personal data). Notwithstanding the foregoing, the Participant agrees and acknowledges that certain data of the Participant needs to be retained by the Company also after the termination of the Agreement inter alia for the purposes of the Company being able to fulfill regulatory obligations and facilitating orders of products, etc. that have been made on the Marketplace from the Participant and which have yet to be finally delivered upon the termination of the Agreement. The Company undertakes to delete

such data as soon as possible after the need for retention has ceased.

14. CONTACT AND MESSAGES

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

15. DISPUTES

15.1 Disputes between Participants and Other Participants or Users – dispute procedure

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

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

15.1.3 The Participant shall undertake to ensure that mediation procedures corresponding to the Dispute Procedure are included in the Participant's agreements with any Other Participant or User.

15.1.4 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 Other Participants and Users as well.

15.1.5 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.

15.2 Disputes between the Participant and the Company

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

15.2.2 Any dispute, controversy, or claim arising out of or in connection with this Agreement, that cannot be settled amicably 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.