

LOOPS GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (the “Terms”) shall apply to the licensing of the Loops Platform provided from Loops Education AB (“Loops Education”). The Terms apply to and are incorporated into the offer, quotation, confirmation or any other agreement regarding use or testing of the Loops platform. Any terms or conditions submitted by you (“Customer”) to Loops which are inconsistent with, different than, or additional to these Terms, are hereby rejected.

1. Definitions

Unless the context or the circumstances obviously require otherwise, the following words and concepts shall be deemed to have the meanings as stated below.

Agreement – the agreement between the Customer and Loops for the licensing, use or testing of the Loops Platform which is concluded in accordance with Clause 2.1 below, including its appendices referenced in the main Agreement document.

Customer – means the party to the Agreement that uses, tests or license, or is intended to use, test or license the Loops Platform from Loops, irrespectively if the party is a paying or non-paying Customer. A Customer can either be a “School Customer” or “Business Customer”.

Intellectual Property Rights – includes but is not limited to any registered or unregistered intellectual property rights such as patent rights, model and design rights, trademark rights, copyrights, neighbouring rights, photo rights, portrait rights, database rights, trade names and/or know-how.

Loops – Loops Education AB, org. nr 559172-2250.

Loops Platform – the learning platform, that helps schools and companies to bring learning objectives together in visual maps designed to engage students or team members and make learning collaborative.

Terms – These General Terms and Conditions that always apply to and are incorporated into the Agreement.

User – the actual user of the Loops Platform, including but not limited to personnel, teachers, students and/or other relevant persons that have access to, and use, the Loops Platform.

2. Order and conclusion of Agreement

2.1 An Agreement is concluded between Loops and the Customer when (i) the Customer and Loops have signed an Agreement to which these Terms are attached or in which they are referred to, (ii) the Customer orders a license online including license for limited testing periods, or (iii) when Loops have granted the Customer a free usage right or testing period.

3. Loops Platform

3.1 Loops hereby grants to the Customer for the term of the Agreement a non-exclusive license to access and use the Loops Platform for its teaching and educational purposes.

3.2 During the Agreement, the Customer may, without additional license, permit its Users to have access to, and use the Loops Platform in the manner contemplated by the Agreement.

3.3 Loops may carry out planned or necessary measures that affect the availability of the Loops Platform if required for technical, maintenance, operational or safety reasons. Loops shall perform such measures promptly and in a manner that limits the disruption. Loops undertakes to notify the Customer within a reasonable time before such action and, if possible, to plan such action to be carried out outside of normal office hours.

3.4 Loops is entitled to prevent Users from accessing the Loops Platform if the Users have submitted information or use the Loops Platform in breach of applicable legislation or this Agreement.

4. Defects in Loops Platform

4.1 If the Customer has a reasonable claim and/or complaint regarding the Loops Platform, Customer undertakes to promptly inform Loops about such claim and/or complaint. Loops reserves the right to decide how such claims are to be handled and whether price deductions, technical corrective measures, updates or remediation are to be offered to the Customer.

If Customer has not made any claim and/or complaint to Loops within two months from the discovery of the defects, Customer loses the right to invoke such defects against Loops.

5. Obligations of Customer

5.1 Customer is responsible for the Users’ use of the Loops Platform and that only those Users who are authorized to access information in the Loops Platform are granted such access.

5.2 The Customer warrants that the Customer or its Users will not upload any content at the Loops Platform which violate civil or criminal law or regulation, or infringe any Intellectual Property Rights of any third party, and that the Customer or its Users will not copy any content in the Loops Platform or reverse engineer in a manner that results in infringement of Loops’ Intellectual Property Rights. The Customer agrees to indemnify and hold Loops harmless from any loss or damage including but not limited to reasonable fees of attorneys and other professionals arising out of a third-party claim or suit claiming that the use of Customer’s uploaded content infringes any third party rights.

6. Price and Payment

6.1 The price for the licensing right granted under this Agreement is stated in the Agreement. Loops shall be entitled to change the price and the price model at any time, if this is justified by general price development, changed functionality in the Loops Platform, changed market conditions or other relevant circumstances. In the event that Loops wish to change the price, Loops shall give Customer reasonable prior notice of such price change. If the price change constitutes an increase of five percent or more, Customer is entitled to terminate the Agreement with three months’ notice.

6.2 Unless otherwise agreed, in writing, the price of the Loops Platform excludes all taxes, duties, fees, and other charges, which are the responsibility of Customer.

6.3 Customer shall pay for the Loops Platform at the latest (30) days from the invoice date unless otherwise agreed by the parties. In case of late payment, Loops has the right to (a) receive statutory default interest in accordance with the Swedish Interest Act, and/or (b) stop access to the Loops Platform until payment is made by the Customer.

7. Intellectual Property Rights

7.1 Loops shall retain full and exclusive right, title and interest throughout the world in or to any and all Intellectual Property Rights associated with Loops and/or associated with, integrated in and/or attached to the Loops Platform. The Customer acquires accordingly no property rights whatsoever in any of the Intellectual Property Rights.

7.2 Accordingly, the Customer confirms that Loops’ ownership includes the right to, on its own or through a third party, and regardless of form, media and technical medium, use, alter, transfer, copy and/or develop such Intellectual Property Rights.

Publication on the public site in Loops Platform “Open Library”

7.3 In order to stimulate information sharing and knowledge development for the benefit of all schools, students and economic actors, the parties agree that all content and Intellectual Property Rights established, uploaded, developed or otherwise created by the School Customer or the Business Customer on the public site in the Loops Platform “Open Library” shall automatically vest in Loops to the benefit of all users of Loops Platform and with a license to all Customers and Users to use such content and Intellectual Property Rights as described in Clause 3 during the term of this Agreement. The Customer acquires accordingly no property rights whatsoever in the content or the Intellectual Property Rights established, uploaded, developed or otherwise created in connection with the public site in the Loops Platform “Open Library”. Accordingly, the Customer confirms that Loops’ ownership includes the right to, on its own or through a third party, and regardless of form, media and technical medium, use, alter, transfer, license copy and/or develop such Intellectual Property Rights.

Specific terms solely applicable to School Customers

7.4 In order to stimulate information sharing and knowledge development for the benefit of all schools and students, the parties agree that all content and Intellectual Property Rights established, uploaded, developed or otherwise created by the School Customer in connection with the Loops Platform shall automatically vest in Loops, however with a corresponding license to use such content and Intellectual Property Rights by the Customer as described in Clause 3 during the term of this Agreement. The Customer acquires accordingly no property rights whatsoever in the content or the Intellectual Property Rights established, uploaded, developed or otherwise created in connection with the Loops Platform. Accordingly, the Customer confirms that Loops' ownership includes the right to, on its own or through a third party, and regardless of form, media and technical medium, use, alter, transfer, license copy and/or develop such Intellectual Property Rights.

Specific terms solely applicable to Business Customers

7.5 The parties agree that all content and Intellectual Property Rights established, uploaded, developed or otherwise created solely by the Business Customer at the non-public site in the Loops Platform shall automatically vest in the Customer, however with a corresponding license to use such content and Intellectual Property Rights by Loops in order for Loops to provide the Loops Platform to Customer as described in Clause 3 during the term of the Agreement. Loops acquires accordingly no property rights whatsoever in the content and the Intellectual Property Rights established, uploaded, developed or otherwise created solely by the Customer at the non-public site in Loops Platform.

Customer data

7.6 When this Agreement expires, Customer may no longer use the Loops Platform. However, Customer retains the rights to its own Customer data and has the right to extract such Customer data in order to store it locally. Loops shall, to the extent reasonable, assist the Customer in transmitting Customer Data to the Customer. Loops is entitled to receive a reasonable compensation for such work in accordance with agreed hourly rates.

8. Publicity

8.1 Loops may, orally and in written materials, including in its customer lists and other marketing or publicity efforts, or otherwise, represent that the Customer is a customer of Loops and has licensed the Loops Platform, unless the Customer expressly objects otherwise.

8.2 Each party shall comply with all laws, rules, and regulations, including, without limitation, those regarding environmental health and safety and declaration of human rights.

9. Data protection

9.1 The parties undertake to always protect the privacy of individuals and to comply with applicable personal data legislation, including but not limited to the Data Protection Regulation ("GDPR"). It is the intention of the parties that Loops shall process personal data on behalf of the Customer. Hence, the parties have decided to enter into a data protection agreement. The parties undertake to only process personal data that is strictly necessary for the fulfilment of the data protection agreement, applicable purposes and in accordance with GDPR.

10. Limitation of Liability

10.1 Neither party shall be liable for any loss of profits, loss of business, depletion of goodwill or similar losses, or pure economic loss for any special, indirect or consequential loss, costs, damages, charges or expenses, howsoever arising.

10.2 A party's aggregate liability under this Agreement and these Terms shall under no circumstances exceed the payments to which Loops would be entitled to invoice the Customer in the most recent calendar year per claim or series of related claims.

1. Confidentiality

1.1 All information which is not publicly available, whether oral or written or in visual, electronic or tangible form, regarding or otherwise relating to a party or to any of its business matters, which has been disclosed or may be disclosed to the other party (the "Receiving Party") or which the Receiving Party has or may otherwise become aware of in connection with the Agreement, shall at all times be kept strictly confidential by the Receiving Party and not be used by it for any other purpose than the performance or enforcement of this Agreement, nor be disclosed by it to any third party without the prior written consent of the other party (such consent not to be unreasonably withheld).

1.2 The Receiving Party shall procure that its employees, consultants and sub-contractors or other persons, to whom confidential information is disclosed or who have access to such information sign a non-disclosure agreement for which content shall be substantially similar to this Clause 11.

1.3 The obligation of confidentiality does not apply when the Receiving Party is required by law, regulation or a governmental decision to disclose information.

2. Termination

2.1 Either party shall have the right to terminate the Agreement with immediate effect and without any liability for compensation due to such termination if: (i) the other party should commit or permit a breach or non-performance of material importance to the other party and should fail to remedy such breach or non-performance within thirty (30) days after receipt of written notice or (ii) is declared bankrupt.

2.2 Notice of termination shall be given without undue delay after the circumstance constituting the breach was or should have been known to the aggrieved party.

2.3 Upon termination of this Agreement howsoever, the licenses granted herein will automatically cease.

3. Miscellaneous

3.1 This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all previous and contemporaneous negotiations and understandings between the parties in relation thereto, whether written or oral.

3.2 Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of the Agreement.

3.3 Changes and additions to these Terms or the Agreement must be in writing and duly executed by the parties.

3.4 If any provision of the Agreement or these Terms is deemed by a court of competent jurisdiction to be invalid or unenforceable, then such provision will be severed from the Agreement or these Terms, as applicable. The remainder of that provision and all other provisions will remain valid and enforceable to the fullest extent permitted by applicable law, and the parties shall negotiate any necessary changes to the Agreement to maintain the spirit and the framework, structure and operation of the transactions contemplated by the Agreement.

3.5 Customer may not assign its rights or delegate any of its obligations under the Agreement or these Terms without the prior written consent of Loops.

3.6 If and to the extent that either party's performance of its obligations under this Agreement is impeded or made unreasonably onerous by circumstances beyond its reasonable control that it could not reasonably have been expected to have taken into account at the time the Agreement was entered into or to have avoided or overcome the effects of (Force Majeure events), such party shall be released from liability in damages for delay in performing or failure to perform such obligations.

4. Governing Law and Disputes

4.1 The Agreement and these Terms are governed by and construed in accordance with the laws of Sweden, excluding its conflict of laws principles providing for the application of the laws of any other jurisdiction

4.2 Any dispute, controversy or claim arising out of, or in connection with this Agreement or the breach, termination or invalidity thereof, shall be finally settled by the District court of Gothenburg as first instance, which shall have exclusive jurisdiction.