

## Terms of Use

We hope you will enjoy using GoMobilus. This document contains important information that you need to consider before making an important decision. GoMobilus' products and services are provided by Mobilus Digital Rehab AB. These terms of use govern your use of GoMobilus' websites, products and services, so please read them carefully. Mobilus Digital Rehab AB is registered in Sweden under organization number 556502-2406 with its principle office at Wieselgrensgatan 32, 41719 Goteborg, SWEDEN. Our VAT number is SE556502240601

The following terms and conditions constitute an agreement between you and Mobilus Digital Rehab AB ("Mobilus, "we" or "us"), the operator of GoMobilus.com (the "Site"). These terms of use (the "Terms of Use") govern your use of the Site, both as a casual visitor and as a registered user. Everything we offer on the Site is referred to in these Terms of Use collectively as the "Services".

BY USING THE SITE, AND/OR BY REGISTERING WITH US, YOU SIGNIFY THAT YOU AGREE TO THESE TERMS OF USE, including that you consent to the information practices disclosed in our Privacy Policy, which is incorporated herein by reference, and that you consent to resolve in Sweden any dispute that you may have with us, or the Site. Please note that we offer the Site "AS IS" and without warranties. Resistance is futile! If you are registering an account or using the Site on behalf of an individual or entity other than yourself, you represent that you are authorized by such individual or entity to accept these Terms of Use on such individual's or entity's behalf.

### Copyright and limited license

Unless otherwise indicated, the Site and all content and other materials on the Site, including, without limitation, the Mobilus logo, and all designs, text, graphics, pictures, reviews, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, the "Site Materials") are the proprietary property of Mobilus or its licensors and are protected by Swedish and international copyright laws.

The Services and any related documentation are protected by Swedish copyright law and international treaty provisions. You may not copy, modify, adapt, translate into any language, distribute, or create derivative works based on the Services without the prior written consent of Mobilus. You may not assign this Terms of Use or any of the rights or licenses granted under this Terms of Use or rent, lease, or lend the Services to any person or entity. Any attempted sublicense, transfer, or assignment in violation of this Terms of Use is void. You acknowledge that the Services contains proprietary trade secrets of Mobilus and its suppliers. You agree not to decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Services by any means whatsoever, except to the extent the foregoing restriction is prohibited by applicable law.

**Suggestions.** If you elect to provide or make available to Mobilus any suggestions, comments, ideas, improvements, or other feedback or materials related to any Mobilus product or otherwise (collectively, "Suggestions"), Mobilus will be free to use, disclose, reproduce, modify, license, transfer and otherwise utilize and distribute your Suggestions in any manner. You will be entitled to no compensation or credit for, nor gain any right, title or interest in or to, any Mobilus product that incorporates or otherwise is based on your Suggestions, including without limitation any upgrades or changes to the Services.

### No Unlawful or prohibited use

You may use our Site for lawful purposes only. You may not use our Site:

- (i) In any way that breaches any applicable local, national or international law or regulation;
- (ii) In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- (iii) In any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site.

You also agree not to access without authority, interfere with, damage, attack or disrupt any part of our Site; any equipment or network on which our Site is stored or any software used in the provision of our Site.

You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Sites.

### Mobilus Digital Rehab AB

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### **Changes to these Terms of use and/or Changes to the Services**

We may change these Terms of Use at any time, as we reasonably deem appropriate. Upon any change in these Terms of Use, we will post the amended agreement on the Site; we may also attempt to notify you in some other way. Your continued use of the Site and/or the Services following such posting shall constitute your affirmative acknowledgement of the Terms of Use, the modification, and agreement to abide and be bound by the Terms of Use, as amended. If at any time you choose not to accept these Terms of Use, including following any such modifications hereto, then please do not use the Site.

We may from time to time add new services to the Services, substitute a new service for one of the existing Services, or discontinue or suspend one of the existing Services. Information about the new services will be included on the Site, and the use of new services will be governed by these Terms of Use.

You agree that Mobilus will not be liable to you or any third party for any suspension or discontinuation of any of the Services.

### **User responsibilities**

You are solely responsible for your account and the activity that occurs while signed into or while using your account. If you sign up for the Service, you will create a personalized account which includes a unique username and a password to access the Service and to receive messages from Mobilus. You are responsible for maintaining the security of your account, and you are fully responsible for all activities that occur under the account and any other actions taken in connection with the account. Mobilus will not be responsible for any liabilities, losses, or damages arising you of the unauthorized use of your computer (or any computing device) or your account.

You represent and warrant that:

- (i) you have the authority to, and are of legal age in your jurisdiction to, bind yourself o this Agreement;
- (ii) your use of the Service will solely for purposes that are permitted by this Agreement;
- (iii) your use of the service will not infringe or misappropriate the intellectual property rights of any third party; and
- (iv) your use of the Service will comply with all local, state and federal laws, rules, and regulations, and with all other Mobilus policies.

### **Copyright complaints**

If you believe that any material on the Site infringes upon any copyright, which you own or control, please contact Mobilus' Designated Agent to receive notification of claimed infringement at the following address Copyright Agent, Mobilus Digital Rehab AB, Wieselgrensgatan 32, 41719 Goteborg, SWEDEN

Email to: [hello@gomobilus.com](mailto:hello@gomobilus.com)

ALL INQUIRIES NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL RECEIVE NO RESPONSE.

### **Hyperlinks**

You are granted a limited, non-exclusive right to create a text hyperlink to the Site for noncommercial purposes, provided such link does not portray Mobilus, any of its products and services, or any professional or professional services entity in a false, misleading, derogatory or otherwise defamatory manner and provided further that the linking site does not contain any illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. You may not use a Mobilus logo or other proprietary graphic of Mobilus to link to this Site without the express written permission of Mobilus. Further, you may not use, frame or utilize framing techniques to enclose any Mobilus trademark, logo or other proprietary information, including the images found at the Site, the content of any text or the layout/design of any page or form contained on a page on the Site without Mobilus's express written consent. Except as noted above, you are not conveyed any right or license by implication, estoppel or otherwise in or under any patent, trademark, copyright or proprietary right of Mobilus or any third party. Mobilus makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of third- party Web sites accessible by hyperlink from the Site, or Web sites linking to the Site. Such sites are not under the control of Mobilus and Mobilus is not responsible for the contents of any linked site or any link contained in a linked site, or any review, changes or updates to such sites. Mobilus provides these links to you only as a convenience, and the inclusion of any link does not imply affiliation, endorsement or adoption by Mobilus of any site or any information contained therein. When you leave the Site, you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site.

### **Content user post or submits**

The Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group or individuals (collectively, the "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- (i) Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- (ii) Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- (iii) Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- (iv) Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- (v) Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- (vi) Conduct or forward surveys, contests, pyramid schemes or chain letters.
- (vii) Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- (viii) Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- (ix) Restrict or inhibit any other user from using and enjoying the Communication Services.
- (x) Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- (xi) Harvest or otherwise collect information about others, including e-mail addresses, without their consent. (xii) Violate any applicable laws or regulations.

Mobilus has no obligation to monitor the Communication Services. However, Mobilus reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Mobilus reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

### **Our Liability**

We will take reasonable steps to ensure that Software and data files which we access as part of the Service are virus-free. We will use our reasonable endeavors to ensure that the Services are provided continuously and that access to the Site is not interrupted by any event within our control. If possible we will notify you in advance of planned downtime, which, if reasonably practicable, will be scheduled outside normal Swedish office hours. You acknowledge that such downtime is acceptable and shall not put us in breach of these Terms.

### **Liability disclaimer**

The information, software, products, and services included in or available through the Site may include inaccuracies or typographical errors. Changes are periodically added to the information herein. Mobilus and/or its suppliers may make improvements and/or changes in the Site at any time. Advice received via the Site should not be relied upon for personal, medical, legal or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation. Mobilus and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services and related graphics contained on the Site for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services and related graphics are provided "AS IS" without warranty or condition of any kind. Mobilus and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement. To the maximum extent permitted by applicable law, in no event shall Mobilus and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Site, with the delay or inability to use the Site or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the Site, or otherwise arising out of the use of the Site, whether based on contract, tort, negligence, strict liability or otherwise, even if Mobilus or any of its suppliers has been advised of the possibility of damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the Site, or with any of these Terms of Use, your sole and exclusive remedy is to discontinue using the Site. Service contact : support@gomobilus.com

### **Mobilus Digital Rehab AB**

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**Suspension of services and termination**

Mobilus reserves the right, in its sole discretion, to terminate your access to the Mobilus Web Site and the related services or any portion thereof at any time, without notice.

If we are in material breach as a result of circumstances within our control, you must notify us in writing and allow us fourteen (14) days to remedy the material breach. If we are unable to remedy the material breach within such fourteen (14) day period, you will be entitled to a pro-rata refund of the Subscription Fee that relates to the current Subscription Period, which refund shall be determined by Us taking into account the amount of the Subscription Period that has elapsed and the amount of the Subscription Period that is remaining as at the effective date of termination.

On termination of these Terms of Use for any reason:

- (i) all licences granted under this agreement shall immediately terminate;
- (ii) subject to the exceptions in this sub-paragraph, you will take reasonable steps to delete all Site Materials including but not limited to documents, files, videos and information from your electronic media, including your intranet and electronic storage devices so that you no longer have an electronically functional copy of the Services or any part of the Site Material;
- (iii) those clauses that are expressly stated to continue following the termination of these Terms of Use shall continue in full force and effect; and
- (iv) termination shall not affect or prejudice the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination.

**Communication and other data**

Mobilus is not responsible for any loss of data resulting from accidental or deliberate deletion, network or system outages, file corruption, or any other reasons. Mobilus also reserves the right to release current or past User information in the event Mobilus believes that accounts are in violation of the terms of use or page content guidelines, used to commit unlawful acts, if the information is subpoenaed, and/or if Mobilus deems it necessary and/or appropriate. We also reserve the right to deny service to offenders of these guidelines and to terminate or deny service to anyone for any reason or no reason.

**Electronic contracting and notices**

Your affirmative act of using this Site and/or registering for the Site or the Services constitutes your electronic signature to these Terms of Use, which includes our Privacy Policy, and your consent to enter into agreements with us electronically.

**Assignment**

We may assign this contract at any time to any parent, subsidiary, or any affiliated company, or as part of the sale to, merger with, or other transfer of our company to another entity. We will use reasonable efforts to notify you regarding any change of ownership. You may not assign, transfer or sublicense these Terms of Use to anyone else and any attempt to do so in violation of this section shall be null and void.

**Eligibility**

You must be 18 years of age or over, or the legal age to form a binding contract in your jurisdiction if that age is greater than 18 years of age, to register with us or use the Site and the Services. If you are between the ages of 13 and 18 or the applicable legal age in your jurisdiction, you can use the Site or Services only in conjunction with, and under the supervision of, your parent or guardian who has agreed to the Terms of Use. If you are under the age of 13, you may not use the Site or Services, in compliance with the Children's Online Privacy Protection Act. If you are the parent or legal guardian of a child under the age of 18, you may use the Site or Services on behalf of such minor child. By using the Site or Services on behalf of a minor child, you represent and warrant that you are the parent or legal guardian of such child and that all references in these Terms of Use to "you" shall refer to such child or such other individual for whom you have authorization to enter into these Terms of Use on their behalf, and you in your capacity as the parent or legal guardian of such child or as the authorized party of such individual. If you do not qualify under these terms, do not use the Site or Services. Membership in the Services is void where prohibited by applicable law, and the right to access the Site is revoked in such jurisdictions. By using the Site and/or the Services, you represent and warrant that you have the right, authority, and capacity to enter into these Terms of Use and to abide by all of the terms and conditions set forth herein.

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