



Terms and Conditions

Please read the following terms of use carefully before using the website and IOS and Android application Linkapp (the "Platform") owned and operated by Linkapp AB Org.number 559358-0029 Stockholm, Sweden. By selecting the "register" checkbox, you agree to the terms of this agreement which will bind you. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the web site. If you do not agree to be bound by these terms and conditions, you should stop using the web site immediately.

1. Validity

The Terms and Conditions set forth herein govern the guidelines under which the use of the mobile app of Linkapp AB takes place. The Terms and Conditions shall also apply if the service is used from outside Sweden. By registering with Linkapp, the User acknowledges that he/she has read and understood these Terms and Conditions and accepts them. Deviating regulations and in particular conditions of the user which are in conflict with the terms and conditions require the written consent of Linkapp AB.

2. Scope of services

- 2.1. Linkapp AB offers various services in the form of an app which enables users to get to know other users in the context of a meetings, events or other leisure activities.
- 2.2. Linkapp is entitled to commission third party service providers and vicarious agents with the provision of parts or the entire range of services.
- 2.3. By entering the e-mail address or using the Connect function by the user, it is possible to create a user-specific account which can be accessed with all (mobile) end devices.
- 2.4. Linkapp may only be used for purely private, non-commercial purposes. Any exception must be discussed with and approved by us.
- 2.5. The User has no claim to a minimum number, a minimum scope or a certain type, form or quality of the online services. Likewise, the User has no claim to a certain type, form or quality of Linkapp and/or the features. Linkapp AB is entitled at any time to adapt, change and supplement Linkapp and the features posted on Linkapp without stating reasons, whereby this will be announced on the website and app. Linkapp AB reserves the right to discontinue the operation of Linkapp at any time without stating reasons. This shall also result in the forfeiture of any further claims of the user which are regulated in the Terms and Conditions.

3. Conclusion of contract, start of contract, prices

- 3.1. The contract between Linkapp and the user shall be concluded upon free registration by the user on the mobile app.
- 3.2. The user can carry out the free registration by filling out the registration form. Alternatively, he can register via connect functions of third-party providers (e.g., Facebook Connect, Google or Apple ID). In this case, selected data from the user's respective profiles are transferred to the Linkapp database. When registering via the connect functions, the user agrees to the respective terms and conditions of the third-party providers and consents to certain data being transferred to the Linkapp database.
- 3.3. The use of the service is free of charge in the basic functions. The User may purchase various added values ("Premium Functions") for a fee. The respective prices shall be clearly and visibly displayed to the user in the mobile app before the final purchase. Linkapp reserves the right to change these prices at unspecified times.
- 3.4. The booking and payment of Premium functions shall be made via Stripe. The contractual partner for the conclusion of the Premium is in this case Stripe. The subscription can also only be cancelled directly by contacting us. Depending on the period selected by the User, the subscription shall be automatically renewed for the same period, unless the User cancels it within the specified period of 24 hours to the end of the respective period.
- 3.5. The "in-app" purchases offered by Linkapp unlock exclusive features in the mobile app. Payments are processed via Stripe from which you originally installed the app. You can access the applicable in-app purchase rules and policies directly in the app stores.



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- 3.6. Registration and use of Linkapp is free of charge. However, there are certain added values which are reserved for paying customers.
- 3.7. The user may only register in his own name. He/She must be over 18 years of age and a natural person. The data provided during registration must be complete and truthful. Registration under a pseudonym or an incorrect e-mail address is not permitted. The personal access data must be treated confidentially by the user and may not be disclosed to third parties. Only one user account may be created per user. Existing user accounts must be deleted before a new user account is registered.
- 3.8. Within the scope of booking premium functions, the User shall conclude a subscription which shall be automatically renewed depending on the period selected unless the User cancels it within the specified period of 48 hours to the end of the respective period.
- 3.9. Linkapp AB reserves the right to refuse the registration of users without giving reasons. In this case, the data transmitted by the user shall be deleted immediately.

4. Data protection

- 4.1. Linkapp's data protection provisions apply to all users and are part of the contract concluded with the user upon registration. They are available on the website and the app under "Privacy Policy".
- 4.2. Termination of the free membership
- 4.3. The user may terminate the contract at any time without giving reasons by emailing info@linkapp.se.
- 4.4. Linkapp AB may terminate the contract extraordinarily at any time without observing a notice period if the user violates these terms and conditions.
- 4.5. Linkapp AB shall delete user accounts within 24 hours which disseminate prohibited content via the app. This includes all content (see paragraph 8b) that is inadmissible according to these Terms and Conditions.
- 4.6. Linkapp reserves the right to refuse the registration of users without giving reasons.
- 4.7. Linkapp AB does not assume any liability for data deleted within the scope of a contract termination. There is also no claim to restoration of the deleted data. In the event of temporary exclusion or extraordinary termination, further claims of the operator of Linkapp remain unaffected.

5. Copyright, granting of rights

- 5.1. Linkapp and the underlying software are protected by copyright and may not be used or modified beyond the right of use granted without the prior written consent of the operator of Linkapp. Likewise, the design of Linkapp and, in particular, content posted on the website and the app (e.g. databases, photos, images, videos or texts), unless uploaded by users, are protected by copyright or are subject to other laws for the protection of intellectual property and, unless otherwise indicated, are the property of the operator of Linkapp.
- 5.2. Obligations of the user
- 5.3. The user is solely responsible for the personal information provided. Furthermore, the user assures that this information is true.
- 5.4. The user is responsible for the content he publishes in the app and shares with other users. The user undertakes not to create, publish or disseminate any harassing, insulting, discriminatory, sexist, defamatory, pornographic, threatening, violence-glorifying, racist, right-wing/left-wing extremist or other morally reprehensible or illegal content or representations on Linkapp. The user is obliged to behave respectfully towards all other users. Furthermore, the user is advised that it is prohibited to use legally protected images, names, terms and other materials. Linkapp AB shall irrevocably delete content and user accounts that violate the Terms and Conditions.
- 5.5. The user is obliged to take part in arranged meetings as long as he/she does not cancel them in the app. Linkapp AB reserves the right to irrevocably delete user accounts in the event of non-participation in meetings.
- 5.6. The user is responsible for him/herself at all meetings.



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- 5.7. At the meetings the participant is obliged to behave respectfully towards all other participants. The participant undertakes not to disseminate any harassing, insulting, discriminatory, sexist, defamatory, pornographic, threatening, violence-glorifying, racist, right-wing/left-wing extremist or other morally reprehensible or illegal content at Linkapp meetings.
- 5.8. Any infringement by the user of the aforementioned content prohibitions shall entitle the operator of Linkapp to remove the content posted by the user and affected thereby and/or to delete the Linkapp account.
- 5.9. The user is obliged to take suitable measures to secure his/her access data and in particular to prevent unauthorised use of his/her data by third parties. If unauthorised access to the user account is noticed or suspected, the operator of Linkapp must be informed immediately.
- 5.10. The user undertakes not to make use of the access data of third parties under any circumstances.
- 5.11. The user undertakes to comply with the applicable laws when using the online services.
- 5.12. Services of the operator of Linkapp and in particular access to the personal Linkapp account may not be resold, transferred to third parties free of charge or in return for payment or used in any other way directly with the intention of making a profit. The user shall be liable to the operator of Linkapp for any damage caused by the unauthorised transfer or access to Linkapp.
- 5.13. The user undertakes not to exchange alternative means of contact in the first chat message to other users, such as the telephone number and the e-mail address or profiles from online platforms such as Instagram and Facebook.

6. Obligations in connection with uploaded photos

- 6.1. Users are not obliged to upload a profile picture on Linkapp. The legal provisions (in particular laws on the protection of minors, copyright and personal rights) must be complied with.
- 6.2. The profile picture may be visible to other users as long as the Linkapp user account has not been deleted.
- 6.3. The profile picture must always show the profile creator himself/herself. Extremely reworked pictures, comic figures, avatars, animals etc. will not be accepted. Leisure pictures (e.g. practising a hobby) are accepted.
- 6.4. For the profile picture, a picture should be chosen that is as recent as possible. For example, pictures of a user's children are not accepted as profile pictures. The user must be recognisable in the profile picture. If there are several people in the picture, the user must be identified in the picture.
- 6.5. No weapons, illegal drugs, offensive or discriminatory gestures may be visible on the picture and the picture itself may not be aggressive, threatening or pornographic. Profile pictures must also not have flags or political content in the foreground. The profile pictures must not show any primary or secondary sexual characteristics, but also the showing of sexual acts/insinuations is not allowed.
- 6.6. There is no entitlement to the activation of a profile picture. Linkapp AB reserves the right to delete the pictures if they violate any of the above rules or are deemed unsuitable due to legal regulations.

7. Warranty, liability

- 7.1. Linkapp AB does not guarantee that the user's expectations of the online services offered will be fulfilled. Linkapp AB merely provides online services in which users can create meetings.
- 7.2. Linkapp is only liable for damages of a psychological, physical or financial nature that occur in connection with the offered service, insofar as this damage is caused by a grossly negligent breach of duty on the part of Linkapp or its legal representatives or vicarious agents or by intent on the part of Linkapp or its legal representatives or vicarious agents.
- 7.3. Linkapp shall be liable for damages in connection with the service offered and which occur to legal assets other than life, limb or health, insofar as this damage is due to a grossly negligent breach of duty on the part of Linkapp, or its legal representatives or vicarious agents, or to intent on the part of the operator, or its legal representatives or vicarious agents.



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- 7.4. The use of Linkapp is exclusively at the user's own risk. This also applies in particular to communication and contacts between users outside Linkapp.
- 7.5. The users are liable for themselves on the group activities (meetings). The creator of the meeting and the operator of Linkapp are not liable for any damage resulting from participation in the meetings.
- 7.6. Continuous, error-free operation and permanent usability are not guaranteed by the operator of Linkapp. Temporary disruptions in accessibility may occur, among other things, in the course of maintenance work. Linkapp AB shall not be liable for any resulting damage to the user, such as faulty or delayed transmission, incorrect, incomplete or altered content or removed data.
- 7.7. Linkapp AB assumes no liability for the contents of users. In particular, the operator of Linkapp is not liable for damages arising from content created, shared or published by users.
- 7.8. Linkapp AB accepts no liability for the misuse of information and data by third parties or other users. This applies both to information created, shared or published by the user and to information and data obtained by unauthorised means, such as through hacker attacks.
- 7.9. The systems of the operator of Linkapp are secured against attacks by hackers and viruses with measures customary in business. However, the risk of such attacks cannot be excluded. Insofar as virus infestation or a hacker attack is not caused by the operator of Linkapp due to grossly negligent or intentional neglect of the security settings, the operator of Linkapp shall not assume any liability for the resulting damage.
- 7.10. The user shall indemnify the operator of Linkapp against all claims of third parties which they raise against the operator of Linkapp with the assertion that contents/behaviour/actions of the user violate their rights and undertakes to indemnify and hold harmless the operator of Linkapp in this respect.

8. Assumption of contract by third parties

Linkapp AB shall be entitled to transfer its rights and obligations from this contractual relationship in whole or in part to a third party.

9. Final provisions, miscellaneous

- 9.1. Linkapp AB reserves the right to amend these Terms and Conditions from time to time, primarily, but not limited to, in order to comply with legal provisions or requirements, to meet economic efficiency or to accommodate user interests.
- 9.2. The user declares that he/she agrees to the application of the amended terms and conditions (Terms and Conditions) to contracts already concluded prior to the amendment if Linkapp notifies the user that an amendment to the Terms and Conditions has taken place and the user does not object to the amendment within a period of two weeks, commencing on the day following the notification of the amendment.
- 9.3. The notification of the amendment must once again contain a reference to the possibility and deadline for objection, as well as the significance or consequences of failure to object. It can be sent by e-mail to the e-mail address provided by the user.
- 9.4. Should individual provisions of these Terms and Conditions be or become invalid, this shall not affect the remaining content of the Terms and Conditions. The invalid provision shall be replaced by a valid provision that is legally valid and comes as close as possible to the economic intent of the contracting parties.
- 9.5. Unless otherwise stipulated in these terms and conditions, amendments to the contract, supplements and ancillary agreements must be made in writing by both parties in order to be effective. The written form requirement shall also apply to any waiver of this written form requirement.
- 9.6. The contractual agreements of the contracting parties shall be governed by the law of Sweden and subject to the courts of Stockholm to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws.