

Terms of Service for Businesses for AJ Visualizations

Updated: August 2023
Version: 1.0

AJ Visualizations provides clients with the ability to visualize their raw data through various charts and statistical methods. We create custom data dashboards that are interactive and can be updated on a regular basis. Clients upload data in the form of csv files or xlsx files which are then encrypted and stored in our database. This is delivered through our website ajvisualizations.com. A description of the Service is available on our Website.

1. INTRODUCTION

These Terms of Service (the "Terms of Service"), together with any applicable Order Form(s), constitute the agreement that apply to your use of the Service. Your access and use of the Service are conditioned upon your acceptance (without modification) of these Terms of Service (and any future version of these Terms of Service). If you do not wish to accept these Terms of Service, you cannot access and use the Service.

Please note that the Terms of Service are entered into between AJ Visualizations ("AJ Visualizations"; "we", "our", or "us") and the company or organization that you work for (the "Client"). When you sign up for the Service, you agree to be bound by these Terms of Service on behalf of the Client and confirm that you have the legal authority to enter into this agreement for and on behalf of the Client. "You" in these Terms of Service refer both to the individual signing up for and using the Service and the Client.

In case of any inconsistency or conflict between these Terms of Service and any applicable Order Form(s), the terms of the Order Form(s) shall prevail.

2. USE OF THE SERVICE

Website

The Service is available through our website. The functionality and features of the Service and the Service Content made available varies between depending on the Plan that you subscribe to.

Access to the Service

To access and use the Service through the website, you need to (i) register a user account and provide the required information, and (ii) log into the Service using your user account.

Your password for your user account should be stored securely. You are responsible for all use of the Service using your user account. If you suspect that someone has used or accessed your user account without permission, please notify us immediately and change your password as soon as possible.

System Requirements

Use of the Service requires a compatible device, Internet access, and a web browser.

Updates of the Service and the Software Tools

You acknowledge and understand that we from time to time may issue updated versions of the Service and/or the website and that we may perform automatic electronic updates of the Service and the version of the website that you are currently using. You consent to all such automatic updates of the Service and the Website and that these Terms of Service apply to all such updates.

As such, you acknowledge that we may change or modify the Service, including removing or adding functionality and features to the Service and/or Service Content. This also applies to functionality and features and Service Content made available under paid Plans.

Subcontractors

We may engage subcontractors for the provision of the Service. You agree and are aware that certain subcontractors are necessary in order to provide the Service.

Responsibility for Internet Connection

You are aware and accept that the use of the Service is dependent on an Internet connection. You are solely responsible for your own Internet connection used to connect to the Service.

Costs for Data Usage

You are responsible for any fees and charges for your own Internet traffic and data

usage that you may incur when accessing and using the Service.

Conditions for Use

You may only use the Service for the purposes for which the Service was developed and created and only for lawful purposes. You must comply with applicable laws and regulations when using the Service.

Moreover, when you access or use the Service, including the Service Content, you represent and warrant that you will not or allow or permit anyone else to:

- breach or circumvent (or encourage anything that would breach or circumvent) any laws, rules, regulations or third party rights;
- gain access (or attempt to gain access) to any area where you do not have a right or permission to be;
- distribute viruses, malicious software, use any worms, Trojan horses, cancelbots, spyware, corrupted files, time bombs, robots, scrapers, spiders or any other automatic means to access, damage, disrupt or interfere with the Service for any reason;
- take any action that imposes, or may impose, in our view, an unreasonable or disproportionately large load on the Service;
- frame, mirror or otherwise incorporate any part of the Service into any other website, software or service without our prior written authorization;
- bypass, circumvent or interfere with any technical measures used by us to provide the Service or otherwise undermine the operation or security of the Service;
- use data mining, robots or similar data gathering and extraction tools in your use of the Service;
- copy, modify, change, reverse engineer or disassemble the Service (or parts thereof) except as permitted by law; or
- impersonate another person or use or attempt to use someone else's user account without our permission.

If you (in our view) act in breach of these Terms of Service, applicable laws or regulations, or otherwise abuse the Service, we have the right to (i) limit, suspend and deny your access to the Service; (ii) take technical and/or legal steps to prevent your further use of Service; and (iii) terminate your use or access to Service with immediate effect, including by deleting your user account for the Service and any User Content. To the extent that you subscribe to a paid plan for the Service, the paid

plan will also be terminated with no obligation for us to repay any Subscription Fee already paid.

Availability of the Service

The Service is provided on an "as available" basis. This means that we do not guarantee that the Service always will be fully available, for example due to unplanned maintenance or technical issues. You acknowledge and accept that the Service may become unavailable due to unplanned service or maintenance, technical issues, and/or updates.

Responsibility for User Content

You are sole responsible for content, for example comments, notes etc., that you upload in the Service ("User Content"), including ensuring that the User Content complies with applicable laws and regulation and do not violate or infringe the rights of any third party, including intellectual property rights of third parties. Moreover, you warrant that the User Content do include any virus, malicious software, worms, Trojan horses or other software which could damage, disrupt or interfere with the Service for any reason. If we become aware that User Content violates these Terms of Service or applicable laws and regulations, we are entitled to delete any User Content at any time, without prior notice.

No Investment or Strategy Advice

You agree and understand that no content or material provided through the Service, including Service Content, constitutes investment or strategy advice. Moreover, a reference to a particular trend, pattern or insight provided in the Service Content is not a recommendation to act on such insight or make any other management decisions. You should make your own management decisions or seek advice from a professional advisor.

Internal Use

You acknowledge and agree that you will use any Service Content in the Service for your own internal use and not distribute or otherwise furnish such content and material to any third-party without our or, as applicable, our licensors', prior written approval or as otherwise permitted under these Terms of Service.

3. PLANS AND PRICING

Plans for the Service

We offer different plans ("Plans") for the Service, which include different tiers of features and functionality of the Service and certain Service Content. Accordingly, certain features and functionality of the Service and certain Service Content are only available if you subscribe to a certain plan of the Service. The Plans available, and the features, functionality and the Service Content that each Plan includes, are described on our Website. When signing up for the Service through our Web App, you must choose a Plan and, if you have chosen a paid Plan, a payment method and provide the required payment information before you can access and use the Service.

Certain paid Plans may include a free trial during which you get access to the features, functionality and the Service Content of the chosen paid Plan free of charge for a limited period ("Free Trial"). Following the expiration of the Free Trial, you will be charged for the paid Plan, unless you downgrade the paid Plan to our free Plan before the end of the Free Trial.

Subscription Fee and Payment of Subscription Fees

The price (the "Subscription Fee") for any paid Plan is shown on the Website or when signing up for the Service using the Web App. The stated Subscription Fee applies during the applicable Subscription Period. We may thus change the Subscription Fee for any subsequent Subscription Period. If the Subscription Fee is changed for the paid Plan of your choice, we will notify you of such change at least thirty (30) days before the paid Plan is automatically renewed for another Subscription Period to allow you to – if you so choose – to downgrade your paid Plan.

The Subscription Fee is exclusive of applicable taxes (Value Added Tax or similar sales tax) and additional charges. You are responsible for paying such taxes and additional charges.

If you sign up for a paid Plan you pay the applicable Subscription Fee in advance on a recurring basis for each Subscription Period.

Paid Plan Subscription Period

The subscription period for any paid Plan is one (1) month, six (6) months or one (1) year (the "Subscription Period"), depending on your choice when you sign up for the paid Plan. You can at any time change the Subscription Period within these options in the Service, but the change will be effective following the current applicable Subscription Period. You will have

access to the features, functionality and Service Content covered by your chosen paid Plan during the remaining Subscription Period.

The Subscription Period for your chosen paid Plan is reoccurring, meaning that if you do not actively downgrade your paid Plan before the end of the applicable Subscription Period, the Subscription Period for your chosen paid Plan will be automatically renewed for additional consecutive Subscription Period(s) and you will be charged the applicable Subscription Fee for such new Subscription Period(s).

Team Owner

The first user account that has signed up for the Service on behalf of a business and subscribes to a paid Plan becomes a team owner. If you are a team owner, you can, where the functionality is available, invite users to your team to be team members. The team members will subscribe to the same paid Plan as the team owner and get access to the same features, functionality and Service Content as the team owner. The team owner is responsible for the costs of any team member's paid Plan and will thus be charged for any team member's paid Plan.

Downgrading

You can downgrade your current paid Plan at any time in the Service either to another paid Plan or to the free Plan. If you downgrade your paid Plan, you will have access to the features, functionality and Service Content covered by your current Plan until the end of the applicable Subscription Period. Following the end of the applicable Subscription Period, you will no longer have access to the features, functionality and Service Content available in the paid Plan that you previously subscribed to. You will not receive any refund or credit for the remaining days in your current Subscription Period. Please note that if you choose to downgrade your paid Plan, you may also lose settings, preferences etc. that are connected to features, functionality and Service Content that are not available in the Plan, paid or free, that you have downgraded to.

Delay in Payments

In case of delayed payment of an invoice for the use of the Service, we are entitled to suspend your access to the Service until all amounts due and outstanding have been paid.

Moreover, in case of delayed payment of an invoice, we have the right to charge default interest in accordance with applicable law until the date of actual payment on any amount due to us in addition to additional charges that we may charge under applicable law.

4. RIGHTS AND OWNERSHIP

License to use the Service

You are hereby granted a non-exclusive, non-transferable, revocable and limited right and license to use the Service, subject to these Terms of Service. Your right to use the Service is subject to your continued compliance with these Terms of Service.

Ownership

We are the owner and/or holder of all rights (and reserves all rights) to the Service (and any subsequent changes and improvements to the Service), including User Data, trademarks, software, source code, instructions, documentation and tools, all other related information and know-how of the Service, copyright and other intellectual property rights related to the Service. Nothing in these Terms of Service shall be interpreted as a transfer of any of our material or intellectual property rights to the Client, including User Data.

User Content

You retain all rights to any User Content that you upload or register in the Service. However, by using the Service, you hereby grant us a non-exclusive, transferable, non-revocable, sub-licensable, royalty-free worldwide license to use, distribute, modify, copy, publicly show, translate and create derivate work of such User Content.

5. DATA PROTECTION

Controllership

We are the controller of the processing of your personal data in connection with the use of the Service under the General Data Protection Regulation (2016/679) (GDPR).

Privacy Notice

For further information on our processing of personal data, please see our [Privacy Notice](#).

6. TERM AND TERMINATION

Term

These Terms of Service apply as long as you use the Service or as long as you have an active subscription for a paid Plan.

Termination

You can at any time terminate these Terms of Service by stop using the Service, delete your user account and, where applicable, downgrade your subscription for a paid Plan to the free Plan. As such, where you have an active subscription for a paid Plan, the termination will be effective following the end of the applicable Subscription Period.

If you choose to remove a dashboard, then AJ Visualizations will retain the data for a period of up to 5 years, depending on our own business needs. It is your right to request deletion of the underlying data at any time.

Termination in Advance

Both you and we are entitled to terminate the Terms of Service, and any applicable Order Form(s), in advance at any time:

(i) if the other party substantially fails to fulfill its obligations under the Terms of Service, or any applicable Order Form(s), and fails to remedy such failure within thirty (30) days following a written notice from the other party of the breach, with a reference to the provision in the Terms of Service, or the applicable Order Form(s), that has been and is being breached, or

(ii) if the other party is declared insolvent, initiates composition proceedings or is subject to liquidation.

Cession of the Service

We reserve the right to at any time cease to provide the Service (or parts thereof).

Survival of Certain Terms

Clauses 4 (Rights and Ownership), 10 (Indemnification), 11 (Liability), 12 (Miscellaneous) and 13 (Governing Law and Disputes) shall survive termination or expiration of the Terms of Service for any reason.

7. CHANGES TO THE TERMS OF SERVICE

We may, from time to time, make changes to these Terms of Service.

We will notify you of any material changes to these Terms of Service in advance at least thirty (30) days before the change enters into effect. If you do not object to the changes within the thirty (30) days' period and continue to use the Services following this period, you shall be deemed to have accepted the changes on behalf of the Client.

If you do not agree to the changes and the changes adversely affect the client, and you notify us of this within the thirty (30) days' period, you have a right to terminate the Terms of Service and any paid Plan before the end of the applicable Subscription Period in advance to end on the date the change enters into effect. This provision shall, however, not apply to any Order Form(s) executed by the parties.

9. NO WARRANTIES

We endeavor to ensure that the Service is available without interruptions and without errors, but the Client understands and agrees that the Service are provided on an "as is" and "as available" basis, without express or implied warranty or condition of any kind. As such, we hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. We do not make any warranty that the Service will be error free or that access to the Service will be continuous or uninterrupted.

10. INDEMNIFICATION

Indemnification by Us

We shall indemnify, defend and hold harmless the client against any damages or costs arising out of any claim brought by any third party and arising out of any infringement, misappropriation or violation of any intellectual property rights or other rights in the Service, excluding User Content.

Client Indemnification

You shall indemnify, defend and hold us harmless against any damages or costs arising out of any claim brought by any third party and arising out of (i) any breach

by you of your obligations under these Terms of Service, and (ii) any infringement, misappropriation or violation of any intellectual property rights or other rights in relation to any User Content.

Notification of Claim

A party shall promptly give the other party written notice of any claim. The party who received the claim shall have sole control of the defense and settlement of the claim provided that: (i) the party may not settle any claim unless the settlement unconditionally releases the other party of all liability, (ii) the other party mitigates, to the fullest extent possible, any claim and does not materially prejudice the conduct of such claim; and (iii) the party does not require the other party to admit fault or liability. The other party will provide to the party who received the claim reasonable assistance, at the other party's own expense.

11. LIABILITY

Limitation of Liability

We or our licensors or suppliers are not liable for: (i) any loss or damage arising under or connection with the use of, or inability to use, the Service, or the use or reliance on any content displayed in the Service, including Service Content, (ii) the accuracy or completeness of Service Content furnished through the Service or for delays, interruptions or omissions therein, (iii) indirect or consequential loss or damage, (iv) loss of profits, (v) business interruption, (vi) loss of anticipated savings, (vii) loss of business opportunity, goodwill or reputation, or (viii) loss due to downtime, loss of data or similar losses.

Our liability for damages arising under or in connection with the Terms of Service is limited, per calendar year, to an amount corresponding to one price base amount under the Social Insurance Code (2010:110).

Exclusions

The limitation of liability under these Terms of Service shall not apply (i) if the damage is caused by our gross negligence or willful misconduct, or (ii) to amounts payable to third parties under Clause 10 (Indemnification) above.

Notification

You must notify us of any claims of damages in writing without undue delay and at

the latest within two (2) months from the date you became aware, or reasonably should have become aware, of the circumstance giving rise to the damage, after which the claim for damages otherwise lapses.

12. MISCELLANEOUS

Entire Agreement

These Terms of Service, including any applicable Order Form(s), constitute the entire agreement between you and us regarding the access and use of Service.

Assignment

We are entitled to transfer all or part of our rights and responsibilities under these Terms of Service, or any applicable Order Form(s), to any third party without your Consent.

Severability

If at any time any provision of these Terms of Service, or any applicable Order Form(s), is or becomes invalid, illegal or unenforceable under applicable law, the validity, legality and enforceability of the remainder of these Terms of Service or any applicable Order Form(s), as applicable, shall not be affected. In the event any provision is held in any proceeding to be invalid, illegal or unenforceable, the deficient provision shall be replaced with a new provision permitted by applicable law and having an effect as close as possible to the deficient provision.

No waiver

Delay by either party to exercise a right or remedy under these Terms of Service or any applicable Order Form(s) shall not affect such party's right to enforce such right or remedy at a later time. A waiver by any party of any breach of any provision under these Terms of Service or any applicable Order Form(s) shall not be construed to be a waiver by such party in relation to subsequent breaches of such or other provisions in these Terms of Service or any applicable Order Form(s).

Marketing

You agree that we may use the Client's name and logotype for promotional and marketing purposes and thus state in our marketing of the Service that the Client uses the Service, unless you notify us that the Client wishes to opt-out of such Use.

13. GOVERNING LAW AND DISPUTES

Governing law

These Terms of Service, and any applicable Order Form(s), are governed by Swedish law, without giving effect to any principles of conflicts of law.

Disputes

Any dispute, controversy or claim arising out of or in connection with these Terms of Service and any applicable Order Form(s), or the breach, termination or invalidity thereof, shall be finally settled by the Swedish general courts.

14. SUPPORT AND CONTACT INFORMATION

If you need support, have questions regarding the Service or make a complaint regarding the Service, please contact us at info@ajvisualizations.

AJ Visualizations

Reg. no.: 040701-xxxx

Address: Stockholm, Sweden

E-mail: info@ajvisualizations

15. DEFINITIONS

The following defined terms have in these Terms of Service the meanings outlined below:

Term and Meaning

- "Client" means the company or organization that enters into these Terms of Service, and any applicable Order Form(s), to access and use the Service.
- "Free Trial" means a limited period during which you get access to the features, functionality and the Service Content of the chosen paid Plan free of charge.

- "Order Form" means any written order form or written and executed proposal used by the Subscriber to order access to a paid Plan.
- "Plan" means a plan, free or paid, under which certain features and functionality of the Service and certain Service Content is made available in the Service.
- "Service Content" means the material and content of the Service, excluding User Content.
- "Service" means our digital platform which gives users custom dashboards
- "Subscription Fee" means the from time to time applicable price for any paid Plan.
- "Subscription Period" means the period during which you subscribe to the applicable paid Plan.
- "Terms of Service" means these Terms of Service.
- "User Content" means any content that you upload in the Service.
- "User Data" means information, including personal data, relating to a user of the Service, which we collect when the user accesses and uses the Service.
- "Web App" means our web app for the use of the Service.
- "Website" means our website available at ajvisualizations.com
- We hope you like our Service!