

Terms and Conditions

Last updated September 21, 2017

All sections of these Terms of Use that, by their nature, should survive termination will survive termination, including, without limitation, the sections entitled User Content, Indemnity, Disclaimer of Warranty and Limitation of Liability, and General.

Introduction

The bontrax website and mobile application is an online mechanism for tracking, managing, and sharing all of your hiking activities.

It is provided to you by Bontrab AB. ("us" or "we" or "our" or "bontrax"), in connection with our partners, service providers, sponsors, or other affiliates.

So that we may safely and responsibly manage this site for all of our users, your use of this site is subject to certain terms and conditions.

The terms and conditions set forth below ("Terms of Use"), as well as the privacy policy set forth at bontrax.com, apply to your use of the services and functionality provided on or through the bontrax.com site and mobile application (the "Services").

By accessing and using the Services, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use and the Privacy Policy.

If you do not accept these Terms of Use and the Privacy Policy, you are not authorized to use the Services. We may modify these Terms of Use and the Privacy Policy at any time and such modification will be effective upon posting to the Services.

Use of the Services

The Services allow for the delivery of software, text, graphics, images, video, data and other material (collectively referred to as the "Content"). The Content may be owned by us or may be provided through an arrangement we have with others, including other users of the Services, or our partners, sponsors, or affiliates. The Content is protected by copyright under both Swedish and foreign laws.

Unauthorized use of the Content may violate copyright, trademark, and other laws. You have no rights in or to the Content, and you may not use the Content except as permitted under these Terms of Use. No other use is permitted without prior written consent from us or the owner of the Content. You must retain all copyright and other

proprietary notices contained in the original Content on any copy you make of the Content. You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose, except to utilize features of the Services that, by their nature, involve publishing or sharing of Content with the public. If you violate any part of these Terms of Use, your permission to access and/or use the Content and Services automatically terminates and you must immediately destroy any copies you have made of the Content.

Various company, product, and service names displayed on the Services may be trademarks or service marks owned by others (the "Third-Party Trademarks"). Your use of the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Third-Party Trademark displayed on this Services. The Third-Party Trademarks may not be used to disparage any applicable third-party, any of their products or services, or in any manner in which, in our reasonable judgment, may damage any goodwill in the Third-Party Trademarks.

The Services include access to links to, and content and data from, third-party websites ("External Services"). These links, content, and data are provided solely as a convenience to you and not as an endorsement by us of the content on such External Services. The content of such External Services is developed and provided by others. In addition, the Services permit access to content posted, stored, or displayed at the direction of users of the Services, for which we cannot accept any responsibility or liability.

The Services are for personal use only and may not be used in connection with any commercial endeavors except those that are specifically approved by us. The following activities are expressly prohibited: (i) collecting usernames and/or email addresses of other users by electronic or other means for the purpose of sending unsolicited email or other communications, (ii) any use of the Services, which in our sole judgment, degrades the reliability, speed, or operation of the Services or any underlying hardware or software thereof, (iii) use of web scraping, web harvesting, or web data extraction methods from Bontrax even if the Bontrax account owner gives permission; and (iv) any use of the Services which is unlawful or in violation of these Terms of Use.

Your use of the Services is subject, in our sole discretion, to termination at any time.

User Content

The Services may now or in the future include functionality to permit the submission of Content at the direction of users of the Services ("User Content") and the hosting, sharing, and/or publishing of such User Content. You understand that whether or not such User Content is published, we do not guarantee any confidentiality with respect to any submissions.

You shall be solely responsible for User Content you submit and the consequences of our posting or publishing such User Content. In connection with any User Content you submit, you affirm, represent, and/or warrant that: (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize us to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Content to enable inclusion and use of the User Content in the manner contemplated by the Services and these Terms of Use; and (ii) you have the express consent, release, and/or permission of each and every identifiable individual person in the User Content to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Content in the manner contemplated by the Services and these Terms of Use. By submitting the User Content to us, you hereby grant us a perpetual, worldwide, non-exclusive, royalty-free, sublicensable and transferable license to use, reproduce, distribute, prepare derivative works of, modify, display, and perform all or any portion of the User Content in connection with our provision of the Services and our (and our successors') business, including without limitation for promoting and redistributing part or all of the Services (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the Services a non-exclusive license to access your User Content through the Services, if you have permitted such access through your account settings, and to use, reproduce, distribute, prepare derivative works of, display and perform such User Content as permitted through the functionality of the Services and under these Terms of Use. We may maintain copies of any User Content for purposes of backup, security, or maintenance, or as required by law.

In connection with User Content, you further agree that you will not: (i) submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant us all of the license rights granted herein; (ii) publish falsehoods or misrepresentations that could damage us or any third party; (iii) submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically

offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; (iv) post advertisements or solicitations of business; or (v) impersonate another person. We do not endorse any User Content or any opinion, recommendation, or advice expressed therein, and we expressly disclaim any and all liability in connection with any User Content. We do not permit copyright infringing activities and infringement of intellectual property rights in connection with the Services, and we will remove all Content and User Content if properly notified that such Content or User Content infringes on another's intellectual property rights. We may remove any Content and User Content without prior notice. We may also terminate your access to the Services, if you are determined to be a repeat infringer. A repeat infringer is anyone who has been notified of infringing activity more than once and/or has had any User Content removed from the Services more than twice. We also reserve the right to decide whether Content or User Content is appropriate and complies with these Terms of Use for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to, pornography, obscene or defamatory material, or excessive length. We may remove such User Content and/or terminate your access for uploading such material in violation of these Terms of Use at any time, without prior notice and at its sole discretion.

If you are a copyright owner or an agent thereof and believe that any User Content or other Content infringes upon your copyrights, you may submit a notification to info@bontrax.com

Our designated Copyright Agent to receive notifications of claimed infringement and other notices relating to User Content and/or violation of these Terms of Use (e.g., violations of criminal laws) is: Hans Hedlund, c/o Bontax AB. / Email: info@bontrax.com.

Indemnity

You agree to defend, indemnify, and hold us harmless from and against any claims, actions or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from your breach of these Terms of Use or your uploading of, access to, or use or misuse of the Content or the Services. We shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit or proceeding. We reserve the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

Disclaimer of Warranty and Limitation of Liability

WE, OUR AFFILIATES, OUR PARTNERS, AND OUR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, OR LICENSORS, MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE CONTENT (INCLUDING THE USER CONTENT), INCLUDING BUT NOT LIMITED TO ITS ACCURACY, RELIABILITY, COMPLETENESS, TIMELINESS, OR RELIABILITY.

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WE MAKE NO WARRANTY THAT THE SERVICES WILL BE AVAILABLE ERROR FREE OR THAT THE SERVICES OR THE CONTENT ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. IF YOUR USE OF THE SERVICES OR THE CONTENT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, WE SHALL NOT BE RESPONSIBLE FOR THOSE COSTS.

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IN NO EVENT SHALL WE BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE THE SERVICES AND THE CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, IN EXCESS OF ONE HUNDRED DOLLARS, EVEN IF A WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some states do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not

apply to you. IN SUCH STATES, OUR LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

General

These Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction.

These Terms of Use are governed by the internal substantive laws of Sweden, without respect to its conflict of law provisions.

Bontrax service Termination

You may terminate this Agreement at any time by canceling your subscription through your accounts settings page. There are no refunds for any fees paid. YOU ARE RESPONSIBLE FOR TERMINATING YOUR ACCOUNT AND THIS AGREEMENT AND WE ARE NOT RESPONSIBLE FOR YOUR FAILURE TO PROPERLY TERMINATE YOUR SERVICE AND THIS AGREEMENT NOR FOR ANY CREDIT CARD CHARGES AND FEES YOU INCUR AS A RESULT OF YOUR FAILURE TO PROPERLY TERMINATE YOUR SERVICE AND THIS AGREEMENT.

We may terminate this Agreement, disable your account, and/or put your account on inactive status, in each case at any time with reasonable cause or violation to these terms of service agreement, and with or without notice. We shall have no liability to you or any third party because of such termination or action.

Fees for the Bontrax annual subscription.

If you opt to sign up for the Bontrax service annual subscription plan, you will be subject to annual subscription fees in accordance with the Fee Schedule and related information (the "Fee Schedule"). You will be required to submit payment annual in advance for access to the Bontrax service.

Access to the Bontrax service will be disabled until payment is received. Fees will be billed annual on an ongoing and recurring basis even if you are not actively using the Bontrax service.

Fees for the Bontrax Go annual service

If you opt to sign up for the Bontrax service annual subscription plan you will be subject to annual subscription fees in accordance with the Fee Schedule and related information (the "Fee Schedule"). You will be required to submit payment annually in advance for access to the Bontrax service. Access to the Bontrax service will be disabled until payment is received. Fees will be billed annually on an ongoing and recurring basis even if you are not actively using the Bontrax service.

Fee Schedule; Discounts.

You are responsible for reviewing the Fee Schedule from time to time and remaining aware of the fees charged by us and any applicable discounts. The Fee Schedule, including subscriber or any discounts, is subject to change at any time in our sole discretion. We will use good faith efforts to notify you prior to the effectiveness of any significant change to the Fee Schedule.

Payment.

Payment for the Bontrax service will be made by using iTunes.. Amounts paid for the Bontrax service, including prepayments, are not refundable.

Fee Schedule

Your Fee Schedule is located in iTunes.

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