

Trax-Spots

General Terms and Conditions

These terms and conditions (this "Agreement") shall apply to the use of the service Trax-Spots owned and provided by White Elk AB ("WE"), Swedish registration number 556688-1784, a company incorporated under the laws of Sweden and whose registered office is located at Lilla Strandvägen 1, SE-444 55 Stenungsund, SWEDEN. You may only use Trax-Spots if you accept to comply with and be bound by this Agreement. If you act on behalf of an entity, you warrant that you have the legal capacity to enter into this Agreement and to act on behalf of the entity.

WE reserve the right to, at any time and of any reason, amend this Agreement. You will be notified by all amendments by e-mail to your registered e-mail address, the amended Agreement will also be published at trax-spots.com. All amended terms shall be effective thirty (30) days after they are initially posted on trax-spots.com.

1 DEFINITIONS AND INTERPRETATION

- 1.1 "Trax-Spots" means WE's service as defined in section 2 below.
- 1.2 The "User" means everyone who uses Trax-Spots.
- 1.3 The "Information" means all images, maps, videos, gps-receiver information and all other information and data that a User or WE upload and/ or publish in Trax-Spots.

2 TRAX-SPOTS

- 2.1 Trax-Spots is a service that allows Users to interact and share their extreme-sport experiences in a smart and easy way. Trax-Spots is provided as a mobile phone application as well as a web-site community.
- 2.2 WE shall provide Trax-Spots in accordance with this Agreement. New functions and features may be added to and offered in Trax-Spots. Such functions and features are subject to this Agreement.
- 2.3 All Information will be stored in WE's database.

3 THE USE OF TRAX-SPOTS

3.1 You are allowed to use Trax-Spots for your personal use only; any other use of Trax-Spots must be approved by WE in writing.

3.2 When uploading Information you are personally responsible for acquiring all necessary rights of use, operation, reproduction, representation, adaptation, disclosing and publishing to the Information. You are not allowed to import or use Information that (i) infringes third party's intellectual property rights, trade secrets or other rights of any other person or entity, (ii) are incorrect or misleading, (iii) constitutes unauthorized or unsolicited advertising or spamming, (iv) is unlawful, threatening, abusive, harassing, fraudulent, pornographic or otherwise can be interpreted as offensive, (v) imposes an unreasonable or disproportionately (in the sole judgment of WE) large load on WE's computing, storage or communications infrastructure or attempts to gain unauthorized access to Trax-Spots or other accounts, or (vi) contains software viruses or other harmful components.

3.3 WE have the right to, at any time and without prior notice, delete any and all Information.

4 REGISTRATION AND USER INFORMATION

4.1 To be able to use Trax-Spots you have to register as a member. When you register you warrant that you have the legal capacity and are at the legal age, or have the legal consent (e.g. from your parents), to enter into an agreement that legally bind you to the obligations set forth in this Agreement. If you register an entity, you also warrant that you have the right to register, represent and act on behalf of that entity. The entity will be bound by this Agreement and all your actions in Trax-Spots will be interpreted as actions taken by the entity.

4.2 When you register, you warrant that all information about you is up to date, correct and complete. You shall, as long as you are a registered user, keep the information about you (or the registered entity) updated and complete.

4.3 Your password to Trax-Spots is confidential and you are responsible to keep it confidential at all times.

4.4 You agree that you will be solely responsible for any and all access or use of Trax-Spots that occurs from your account and that WE is authorized to use the registered activity of your account as conclusive evidence that you have accessed and utilized Trax-Spots. You acknowledge that WE do not have the capability of accessing your password.

4.5 You agree that WE, its affiliates and assignees are allowed to store, upload, submit, disclose, distribute, modify, sell, transfer, perform, adapt, make derivative works of and otherwise exploit your Information.

5 PRIVACY

5.1 When you register as a member in Trax-Spots, WE will collect personal information about you, the personal information is data that can be used to uniquely identify or contact you. The personal information WE will collect is your name, user name and your e-mail address. WE will always handle your personal information in accordance with applicable law and regulations.

5.2 WE collect the personal information in order to provide you with updates, notices and other messages and to improve, develop and deliver WE's services, features and relevant advertising. The personal information will only be used by WE and our authorized partners for the purposes mentioned above.

5.3 You can, by sending a notice to WE's e-mail address info@pillow.se, get a statement of the personal information WE have collected about you. WE will also correct your personal information if it is inaccurate and delete the information if WE is not required to retain by law or for legitimate business purposes.

6 COOKIES

6.1 WE use cookies on our websites (including trax-spots.com) in order to improve our services and create statistics of your and other Users use of the websites and services. "Cookies" are files that are saved by your web browser on your computer. These files consist of text and are named after the websites you have visited. You can choose to not receive cookies in your web browser. However, if you choose to not receive cookies, the feasibility and the features in Trax-Spots and on the websites might be affected negatively.

7 THIRD PARTY APPLICATIONS

7.1 There are third party applications and links directing you to a third party's website within Trax-Spots. You acknowledge that all agreements entered into between you and a third party who provides third party applications and links are not binding WE and that WE is not, in any way, responsible for such agreements. Furthermore, you agree that WE will not be held liable for any content, use or misuse of a third parties applications, links or websites.

8 INTELLECTUAL PROPERTY RIGHTS AND OTHER RIGHTS

8.1 All software, equipment, data, information and other material developed or provided by WE or its suppliers under this Agreement or used by WE to provide Trax-Spots, including all intellectual property rights in the same, shall remain the sole and exclusive property of WE or its suppliers. You agree to not, except for such actions permitted by this Agreement, sell, license, rent, sublicense, modify, distribute, copy, reproduce, transmit, publicly display or perform, publish, adapt, edit or create derivative works of the content in Trax-Spots or in any other way make such content available for someone else without WE's written consent.

8.2 You grant WE and other Users a royalty-free, non-exclusive, world-wide, unlimited and perpetual license to use your Information for any purposes, this includes, but is not limited to, use of the Information in advertisements, sublicensing, editing, publishing, copying, transferring, selling and reproducing the Information. You agree to waive all your rights to be mentioned as the creator, photographer, artist or copyright holder when Trax-Spots or other Users use your Information in accordance with the license mentioned above.

9 LIMITATION OF LIABILITY

9.1 WE AND OUR AFFILIATES, ASSIGNEES, OFFICERS, EMPLOYEES, AGENTS OR OTHER TRAX-SPOTS USERS SHALL NOT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, (INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, PERSONAL INJURIES, DEATH, GOODWILL, DAMAGED GOODS, USE OR DATA) EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES WE AND OUR AFFILIATES, ASSIGNEES, OFFICERS, EMPLOYEES, AGENTS OR OTHER TRAX-SPOTS USERS SHALL NEITHER BE RESPONSIBLE OR LIABLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES CAUSED IN CONNECTION WITH (I) YOUR USE OR MISSUSE OF TRAX-SPOTS, (II) OTHER USER'S USE OR MISSUSE OF YOUR INFORMATION, (III) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, (IV) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR INFORMATION OR OTHER DATA. IN ANY CASE, WE AND OUR AFFILIATES, ASSIGNEES, OFFICERS, EMPLOYEES, AGENTS OR OTHER TRAX-SPOTS USERS, AGGREGATE LIABILITY UNDER THIS AGREEMENT AND FOR YOUR USE OF TRAX-SPOTS SHALL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAY TO WE FOR YOUR USE OF TRAX-SPOTS DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

10 NO WARRANTIES

10.1 TRAX-SPOTS, ALL ITS CONTENT AND ALL PRODUCTS AND SERVICES PROVIDED BY WE, OUR AFFILIATES AND ASSIGNEES ARE PROVIDED, EXCEPT TO THE EXTENT PROHIBITED BY THE LAW, "AS IS", "AS AVAILABLE" AND, WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, YOUR EXPECTATIONS OF TRAX-SPOTS, THE INFORMATION'S ACCURACY, TRUENESS OR CORRECTNESS OR NON-INFRINGEMENTS

11 INDEMNIFICATION

11.1 YOU SHALL INDEMNIFY WE AND OUR AFFILIATES, ASSIGNEES, OFFICERS, EMPLOYEES AND AGENTS WITH RESPECT TO ALL LIABILITY, LOSSES DAMAGES, COSTS, LOST PROFITS OR OTHER EXPENSES HOWSOEVER CAUSED, ARISING OUT OF OR IN CONNECTION WITH (I) YOUR BREACH OF THIS AGREEMENT, (II) YOUR GROSS NEGLIGENCE, (III) YOUR INFORMATION AND (IV) YOUR USE OR MISUSE OF TRAX-SPOTS

12 LIMITED ACCESS AND TERMINATION

12.1 If you act in conflict with this Agreement or other User instructions or if WE, in its sole discretion, believe that you might do so, WE have the right to limit, restrict or stop your access to Trax-Spots.

13 DURATION AND TERMINATION

13.1 This Agreement is considered to be in effect from the day you accept it until you or WE terminate it. You can terminate this Agreement by deleting your registered profile. When you delete your registered profile you agree that WE will save and store your Information and that WE are allowed to use and exploit the same in any manner WE sees fit. The Information will, when your registered profile is deleted, have no connection with you or your deleted profile and will be seen as public material generated from Trax-Spots.

14 ASSIGNMENT OF THE AGREEMENT

14.1 You may not in wholly or partly assign or pledge you rights and/ or obligations under this Agreement to any third party without the prior written approval of WE.

15 SEVERABILITY

15.1 If any provision of this Agreement between WE and you is held to be invalid or unenforceable, such provision shall be limited, modified or severed to the minimum extent necessary to eliminate its invalidation or unenforceability so that this Agreement otherwise remain in full force, effect and enforceability.

16 WAIVER

16.1 WE's failure to exercise its rights or failure to declare that your default shall not conclude a waiver of WE's rights under this Agreement.

17 GOVERNING LAW

17.1 This Agreement shall be construed in accordance with and governed by the laws of Sweden.

18 DISPUTES

18.1 Disputes arising out of this Agreement shall be settled in Swedish public court with Gothenburg civil court as the first instance.