

# Terms of Use

Welcome to our portal. We are Pausit AB ("**Pausit/we/us**"), and in our portal we offer online workplace exercise breaks.

As a user of our portal ("you"), we want to provide you with a good experience, which is why we need you to respect our terms of use ("**the terms**"). The terms specify the permissible use of our portal and its content.

By logging into the portal and/or using the tools provided in the portal, you accept these terms. The terms are binding for you as a user. The terms may be updated without prior notice. As a user of our portal and services, you should read the terms carefully and regularly check this page for any updates.

The services offered via our portal are not offered without reservation. If we determine that a service is not beneficial to you or if providing the service to you would violate legislation, precedents, or other guidelines, we will not offer it. An example of this could be if we suspect that our services may be used for fraudulent purposes. We are not obligated to disclose why a service is not provided, as we may have legal requirements not to disclose such information.

## Usage

### Portal for Exercise Breaks

By using our portal, you certify that you will not use the portal in a way that may damage or have a negative impact on Pausit, any of Pausit's suppliers, or the services offered in the portal, such as uploading, publishing, or reproducing content or communication from Pausit, or otherwise disrupt the access of other users to the portal. You also certify that you will not use any tool, software, script, or other mechanism or device (including, but not limited to, bots, spiders, crawlers, avatars, or intelligent agents).

You are solely responsible for all the information you publish in the portal and how you use the portal. Pausit has taken and will take measures to limit unauthorized access to your user data and statistics in the portal. However, no system is completely impenetrable. Therefore, the use of the portal is at your own risk.

Please note that the content in the portal should not be interpreted as medical advice. Pausit is not responsible for any personal injury, reaction, or other consequences that may result, directly or indirectly, from the use or misuse of Pausit's services.

Pausit is continuously developing the portal, which means that we can add, change and remove content and functions without notifying you.

## Your User Account

To access the content in our portal, an individual user account is required. The account may under no circumstances be used or otherwise disposed of by anyone other than the account holder.

You are only allowed to use the account for non-commercial purposes. If an account is used for other purposes, Pausit has the right to immediately deactivate the account.

You are responsible for providing accurate information through your account and updating your information when necessary. You should securely store and keep your login credentials inaccessible to others. If you have reason to believe that unauthorized individuals have accessed your user information, you should promptly notify Pausit. You are personally responsible for any damages caused by unauthorized use of your account.

Pausit has the right to delete content and suspend user accounts whose content violates the law, is offensive, threatening, or otherwise infringe upon the intellectual property rights of any party or these terms.

Whether you have created your user account on your own initiative, or after an being invited to join a team or group, does not affect the type of user account. If your membership in a team or group ends, your user account remains active until you choose to terminate it yourself.

You can terminate your user account at any time by contacting us at [info@pausit.se](mailto:info@pausit.se)

## Trial period

When you create a user account as private user, you automatically receive a 21-day free trial period with access to all of the portal's digital services. Pausit may limit the digital services you have access to when the trial period ends.

## Licenses

To gain access to more features of the Portal, a user may pay for a license. Such a license entails specific conditions for the account holder which are set out under this heading. A holder of such a license is referred to below as the licensee and the digital service as the license object.

## Payment

Payment is made against invoice via email or e-invoice. Unless stated otherwise on the invoice, payment shall be made no later than twenty (30) days from the invoice date.

In case of delay in payment, Pausit may request you in writing to pay the overdue amount. Pausit has the right to suspend or terminate the unpaid license thirty (30) days after written notice.

### Automatic renewal

"The license is valid twelve (12) months at a time and is automatically renewed if the licensee has not terminated the agreement at least one month before the expiration of the license period. Payment is made in advance using the provided payment details."

### Faulty license object

Pausit remedies deviations in the form of errors on the license object provided that the deviations significantly affect the use of the portal. Pausit is only responsible for errors in the license object itself and not for errors that arise due to deficiencies on the part of the licensee.

If such deviation as specified above is not remedied within a reasonable time, however, no later than three (3) months after written notice of defects, the licensee may, no later than three (3) months after the expiration of the notification period, cancel the purchase.

In the event of cancellation as above, the licensee is entitled to a refund of the license fee paid for the remaining license period and the license fee for the three (3) months following the expiry of the complaint period.

Apart from what is stated above, Pausit has no responsibility for the function or quality of the license object. The licensee's rights in relation to faults are fully regulated by these terms and conditions.

### Right of withdrawal

You have 14 days to withdraw from a license purchase when you are a consumer. You must pay for the services we provide to you up to the time when you inform us that you want to withdraw from the purchase. To exercise your right of withdrawal, contact us at [info@pausit.com](mailto:info@pausit.com). You can also use the Swedish Consumer Agency's withdrawal form which you can find [here](#).

### Change of terms

Pausit reserves the right to change these terms of use. A change in terms will come into effect no earlier than thirty (30) days after the amended terms have been notified to you via email. If you do not accept the change in terms, you have the right to terminate your license before the amended terms are put into use.

## Intellectual Property Rights

Our portal and the database it is built upon are protected by the Swedish Copyright Act. This means that it is prohibited to reproduce, in whole or in part, the content of the portal without our permission, and/or to make it available to the public, such as on another website or in another portal.

The appearance and layout of the portal, as well as original texts and artistic images, may be protected as literary or artistic works under copyright law. All photographs, videos, and audio files, regardless of whether they are artistic or not, are protected under copyright law. It is also prohibited, without the permission of the rights holder, to reproduce copies of photographs and videos and/or make them available to the public. However, as an individual user, you are allowed to reproduce and

make copies available for your own personal use, for example making a copy to save and view at a later time.

Pausit provides you with a limited, non-transferable, and non-exclusive right to access and use the portal in the manner described in the terms.

Any unauthorized use of Pausit's portal may result in liability for damages. If you intentionally or through gross negligence violate the Swedish Copyright Act, you may be subject to fines or imprisonment for up to two years and be ordered to pay damages.

## General

Interpretation and application of the terms shall be governed by Swedish law. Any disputes shall be resolved by Swedish general court. If it is found during examination that any part of the terms cannot be enforced, the remaining parts of the terms shall remain in full effect.

Pausit reserves the right to take legal action against users who violate the terms.

If you have any questions regarding the portal or the terms, feel free to contact us.

In order to provide the service, Pausit processes user personal data. Further information on how Pausit processes personal data can be found in the privacy policy of the portal.

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### Revision history

2023-06-29	Version 1
2024-02-01	Version 2
2024-04-23	Version 3