



Terms of use from 1/1-2017

Challengeize developed by Egetto AB (Orgnr: 556920-3945)

For more information and questions: info@challengeize.com

1. General info

This contract controls the terms of use valid for you as a participant (user below) when using the product in and connected to Challengeize, delivered and developed by Egetto AB. This could include applications used on cell phones, tablets or websites.

2. User permission

By logging in and activating an account on Challengeize the user hereby gives permission for Challengeize and Egetto AB to;

- a) Take part of the users activities registered using third party applications connected to Challengeize such as Endomondo, Runkeeper or other trackers connected to the Challengeize platform. This also includes activities registered using own registration on the Challengeize-platform.
- b) Display the results of the activities on the Challengeize-platform on a team-, unit- and individual level.
- c) Present the results of Health Points survey to the employer on a team-, unit-, and total level. Health Points will not be presented nor displayed on an individual level.
- d) Set all team members as "friends" by default and display these results in the user's activity feed.
- e) After approval from the user, to use pictures posted on the platform for marketing purposes, without compensation unless other terms are negotiated.
- f) To send e-mails / push notices to the user with relevant information in connection with the clients Challenge.
- g) To delete points for activities that are faulty or have been registered with obvious faulty information. This shall only be used as a last resort and both the user and Challengeize shall first try to find a mutual solution.

3. Pre-requisites to accessing the product

In order to use the product and services involved in Challengeize the user needs to have a working Internet connection and a valid e-mail address. The cost for accessing the Internet and for the cost of data traffic is the user's responsibility. It is up to the user to have knowledge of mobile data plans, abroad as well as domestic.

4. Limitations of using the service.

It is not permitted to use Challengeize in commercial or public context unless written permission is given from the supplier. This includes, but is not limited to;

- a) Technical changes to the service
- b) Using the service in any other way than controlled in these terms of use
- c) Copy and/or print any content from the service

- d) Hand over username and password to others
- e) Bypass the technical mechanisms used in the service in order to prevent from reproduction and or distribution.
- f) Use the service in contradiction to current laws and regulations

Challengize reserves the right to shut down/terminate the users access to the service if the user is misusing the service.

5. Copy rights

The content in the service is owned by the supplier and partners and is only for the user's personal use. All copying, distribution or other uses of the content without written approval from the supplier is not permitted.

6. Handling of personal information

By logging in to Challengize the user accepts this agreement and permits Challengize and Egetto AB to store personal information about the user. The information is stored in accordance with Swedish Law.

The supplier may not distribute to third party the user's personal information. The information will only be used to administer the users login information to Challengize, offerings within the concept and continuous improvement of the service.

The user agrees to that information about activity levels, results, points, finished challenges etc. can be used to display f.ex. Top lists within the Challenge.

If you have any questions about the handling of personal information please contact us on info@challengize.com

7. Information relevant to the service

The user agrees to that the supplier can send relevant information, offerings etc. to the users by e-mail, sms and / or push messages and notifications.

8. Disclaimer

The service is offered at current status, and the supplier gives no guarantees that the information, content, product or services are entirely correct.

The supplier takes no responsibility for injuries in connection to tips, information, results, articles etc. The user may not use this information for compensation for medical expertise, f.ex. hospital visits.

The supplier reserves the right to continuously change and develop the service supplied. The supplier can only be held responsible to the amount the client has paid for the current service. Smaller technical issues must be seen as normal and cannot be used to claim breach of contract. The supplier will continuously update, develop and improve the service, and any "down time" or technical issues cannot be seen as breach of contract.

Any technical problems / down time from third party suppliers connected to Challengize are considered to be outside Challengize control and Challengize cannot be held responsible.

9. User forums, messaging services, social platform etc. ,

In the user forums and / or social platforms connected to or in the service the users agrees to not write anything that can be seen as illegal, insulting, racist, threatening, obscene or in any other way against the law.

Users agree that all pictures uploaded by the user shall follow common sense, and not be seen as illegal, insulting, racist, threatening, obscene or in any other way against the law. The user is a representative of the company and must act accordingly. The supplier can not be held responsible for any pictures uploaded by the user or damages caused by them.

The user also agrees to not use the social forums for any type of commercial use, f.ex. the marketing of products or services.

10. Dispute

In the occurrence of a dispute, the user and supplier should try for a settlement. If the parties cannot reach an agreement the supplier has the right to take the dispute to a local authority.

11. Change in the terms of use

The supplier reserves the right to change the terms of use when needed. Changes made to the terms of use shall be communicated to the users either via e-mail or by using the social networking platform within the service.