

# WordFinder

## GENERAL TERMS AND CONDITIONS WORDFINDER SERVICES

### 1. The Agreement and the Parties

#### 1.1 *The Services and the Conditions*

WordFinder Software International AB (“WF”) provides the opportunity for users (“the Customer”) who have entered into an agreement with WF to use dictionaries as a service (the “Agreement”) via a website on the Internet, [www.wordfinder.com](http://www.wordfinder.com) (the “Website”), and through downloading WordFinder for Windows, WordFinder for Mac, WordFinder for iOS, WordFinder for Android or other such comparable applications provided by WF from time to time (the “Services”), during the agreement period.

These general terms and conditions (“Conditions”) regulate WF's provision and the Customer's receipt and use of the Services, as well as other contractual conditions between WF and the Customer arising as a result thereof.

#### 1.2 *The Agreement*

Upon purchasing a subscription via the Website, the Customer shall become bound by these Conditions by actively clicking in a dialog box on the Website and thereby entering into the Agreement with WF.

Upon purchasing a subscription, which the Customer is offered separately, the Customer shall become bound by these Conditions by accepting the offer and thereby entering into the Agreement with WF.

By accepting these Conditions, the Customer consent to being bound by the Conditions for all use of the Services.

#### 1.3 *Amendment of the Conditions*

WF shall be entitled to amend these Conditions at any time. The amendments shall apply from the first day of the month that occur immediately after the amendment is published on the Website in the case of monthly subscriptions, and from the next subscription year in the case of annual subscriptions.

Changes to the price of the Services shall be notified to the Customer via the e-mail address that the Customer has notified to WF or the e-mail address used for the Customer's user account.

### 2. License to use the Services

#### 2.1 *License to use*

The Customer shall be entitled to use the Services for as long as the Agreement is in force in accordance with section 6.

Through the Agreement, the Customer acquires a license to use the Services in accordance with the Conditions set out herein. In no way shall the license mean that the Customer acquires any ownership or more extensive license rights to the Services other than as expressly set out in these Conditions.

#### 2.2 *Number of users*

Unless the Customer has actively purchased a multiuser subscription, the Services shall comprise a single subscription for a single user. For the purposes of the Agreement and these Conditions, “user” is defined as a natural person who uses the Services. A user that used the Services because of his or her work or because of an assignment may be replaced by another user who performs

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the same work or assignment provided that the first user is effectively prevented from using the Services.

If the Customer has purchased a multiuser subscription for the Services, either through the Website or through an offer by WF, the Customer shall be entitled during the term of the Agreement to allow the Services to be utilised by the total number of users that the chosen multiuser subscription specifies.

## 2.3 *Conditions for consumers*

If the Customer is a consumer, all members of the Customer's household shall be entitled to use the Services. Customers who are consumers shall otherwise be subject to the provisions in these Conditions concerning single users with the addition of the provisions in section 10.

## 2.4 *Provision of the Services and log-in information*

Information on the technical manner in which the Services is provided and the procedure that the Customer should follow to gain access to it shall be given on the Website.

The Customer is given access to the Services through personal log-in information. The log-in information is either (i) chosen by the Customer when purchasing the subscription and creating the Customer's account on the Website, or (ii) provided by WF upon confirmation of the purchase if the subscription is not purchased on the Website. The log-in information is personal and may not be disclosed for use by any party other than the Customer himself.

The log-in information shall not be used for any purpose other than the normal use of the Services provided by WF from time to time. The Customer shall undertake to store and manage the log-in information in such a manner that unauthorised use is prevented.

## 2.5 *Intellectual property rights and no transfer*

The Services and all works included therein, such as computer programs, databases, dictionaries, written documentation, layout, etc., are protected by the Swedish Act (1960:729) on copyright to literary and artistic works and any legislation replacing that act in the future and corresponding legislation in other countries, as well as other applicable rules concerning intellectual property rights. Ownership of the Services and the associated intangible rights shall vest in WF or another company within WF's group of affiliated companies or the party from which WF derives its right.

The subscription shall involve no transfer of any intangible rights, including but not limited to intellectual property rights such as copyright, patents, utility models, trademarks, design rights and/or other intellectual property rights, regardless whether in tangible or intangible form and including but not limited to ideas, inventions, know how, data, source code, documentation, dictionaries, reports, designs, concepts, software, hardware, processes, methods, technologies and/or any other information related to the Services (the "Intellectual Property Rights"). The Customer shall respect the Intellectual Property Rights of WF and its licensors to the dictionaries that are utilised through the Services.

The Customer may not disassemble or decompile any part of the Services or make any changes to the program code, or create programs based on the Services or any constituent components thereof.

## 2.6 *Assignment or grant of license to third parties*

The Customer is not entitled to assign the Agreement or grant any license to the Services or parts thereof to a third party.

## 2.7 *Monitoring and closure of the Services*

WF shall be entitled to monitor the use of the Services. WF shall furthermore be entitled to monitor the number of searches made through the Services in all different applications in order to

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calculate the royalties to be paid by WF to the licensors of the dictionaries included in the Services.

The Customer shall make sure that WF can monitor the use and the searches during the whole Agreement period.

In the event of an obvious breach of these Conditions in this section 2 or any other misuse, in case the Customer does not make sure that WF can monitor or prevents WF from monitoring the number of searches made through the Services or in case the Customer manipulates the number of searches made through the Services, WF reserves the right to claim damages and shall be entitled to close the Customer's access to the Services. In such cases, the Customer shall not be entitled to the reimbursement of any payments made for the period concerned. In the event of closure of the Services, the Agreement shall terminate in accordance with the provisions set out in section 6.2.2 below.

### **3. WF's responsibilities**

#### *3.1 Interruption in provision*

WF shall be entitled to temporarily interrupt provision of the Services without giving notice in advance thereof if, in the view of WF, such interruption is necessary for technical alterations, service maintenance, software changes, renewal of the Services or its content or for other similar reasons. WF does not guarantee any specific level of availability for the Services. The Customer shall also be aware that WF is unable to exert any influence over the distribution via the Internet and shall therefore also be unable to accept responsibility for the functional reliability of the aforementioned distribution or for other interruptions that are due to the Customer's Internet connection or other similar circumstances. The Customer shall not be entitled to reimbursement of fees paid except in cases where the availability of the Services has been materially reduced over a long period of time as a result of negligence on the part of WF.

#### *3.2 Function and content of the Services*

WF shall strive to develop the Services in as high-class as possible but does not guarantee the functional reliability nor the content of the Services. WF shall not be responsible for ensuring that the Services can be used with full functionality together with any form of hardware or software currently or previously available on the market.

The dictionaries that may be or are included in the Services from time to time, depending on the Service chosen, are specified on [www.wordfinder.com/dictionaries-wordfinder-unlimited/](http://www.wordfinder.com/dictionaries-wordfinder-unlimited/). WF may, with one month's notice, replace or delete a specific dictionary included in the Services. WF shall not be responsible for the accuracy of the content of the dictionaries that may be used through the Services or for any other information or service that is provided by third parties and linked to the Services.

The production of the Services, which is conducted by WF, is carried out in a way to acquire a high level of certainty that the software in the Services is not encumbered by viruses or other harmful characteristics. Complete certainty can however not be achieved.

#### *3.3 Limitation of liability*

**WF MAKES NO UNDERTAKING, WHETHER EXPRESSLY OR IMPLIED, CONCERNING THE SERVICES. WF DISCLAIMS ALL RESPONSIBILITY FOR, INTER ALIA; ANY DEFECTS, DEFICIENCIES IN THE MARKETABILITY OF THE SERVICES OR ITS UNSUITABILITY FOR A PARTICULAR PURPOSE.**

WF disclaims all liability for any loss that may be caused by the Services and/or the Website or the non-provision or erroneous provision of the Services or for the fact that the Services and/or the Website could not be used for a particular purpose, even if this should have been known to WF. In particular, WF shall accept no liability for indirect losses, including the loss of data, lost

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profits or income or other consequential losses. If an entitlement to reimbursement should arise in a particular case, WF's total liability for reduction of the purchase price and damages shall at all times be limited to the amount corresponding to the purchase price paid by the Customer for the Services. WF shall under no circumstances be liable for damages, losses or lost profits in the commercial operation of the Customer or any other party.

## **4. The Customer's responsibilities**

### *4.1 Responsibility for own use*

The Customer may only use the Services in accordance with these Conditions.

The Customer shall be responsible for any loss that is caused to WF or other subscribers by WF's Services as a result of the Customer's equipment or the Customer's measures in connection with use of the Services. The Customer shall be obliged to keep WF informed of changes in respect of the e-mail address via which WF can communicate with the Customer. Unless otherwise specified by the Customer, the e-mail address from which the Customer logged in when ordering the Services shall be deemed to constitute the Customer's e-mail address.

### *4.2 The Customer's liability for other parties*

If the Customer's user identity or log-in information has been utilised by another party, the Customer shall also be liable for any losses that may have been caused by this party. If the Customer has disclosed the user identification and log-in information to another party, the Customer shall also be liable for the financial loss that WF suffers as a result of another party's unauthorised use of the Customer's identification. In such cases, WF shall always be entitled to receive compensation corresponding to the price that should have been paid for the usage that took place.

## **5. Price and payment**

### *5.1 Price*

The applicable subscription price at each time will be stated on the Website or in the specific offer provided by WF to the Customer. Any changes in prices and these Conditions are regulated in section 1.3 above.

### *5.2 Payment with credit card*

Payment shall, unless otherwise has been specifically agreed with WF in writing, be made by credit card via a secure connection as stated on the Website from time to time. The credit cards accepted are specified on the Website.

Payment shall be made at the time of purchase of the subscription. In case the Customer is offered a free trial period of the Services, the payment transaction as set out above will be executed immediately at the expiration of the trial period.

Through the payment, the Customer agrees to allow WF to debit payments for each year or each month during which the Agreement is valid. When an order has been placed, the Customer's credit card is checked, and the transaction executed immediately. For monthly subscriptions, payment for the subsequent months following the first agreement month will be debited from the Customer's credit card each calendar month during which the Agreement is valid. For annual subscriptions, payment for the subsequent years following the first agreement year will be debited the calendar month one year after the first payment was debited.

### *5.3 Payment against invoice*

If the Customer has an agreement with WF to pay for its subscription against invoice, payment shall be made within ten (10) days after receipt of the invoice from WF unless otherwise has been specifically agreed with WF in writing.

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## **6. Agreement period and termination of the Agreement**

### *6.1 Agreement period*

The Agreement shall be valid from the date on which the Customer receives access to the Services and thereafter until further notice until the Agreement is terminated in accordance with section 6.2. If the Customer has received a free trial period of the Services and do not terminate the Services within the trial period, then the subscription will at the expiration of the trial period be converted to a monthly or yearly subscription valid until further notice.

When ordering a monthly subscription, the subscription shall run monthly until terminated in accordance with these Conditions. The Customer shall pay the monthly remuneration that is specified on the Website at the time the order concerned is placed. The payment shall be subject to the payment conditions that are specified on the Website at the same time.

When ordering an annual subscription, the subscription runs for twelve (12) months at the time. The Customer shall pay the agreed annual fee in advance.

If an annual subscription which is payable against invoice is not terminated with three (3) months' notice prior to the expiry of the twelve (12) months' term, the subscription shall be extended by twelve (12) months at a time with three (3) months' notice of termination.

### *6.2 Termination of the Agreement*

#### 6.2.1 Termination by the Customer

The Customer shall terminate the subscription in writing or, in the event that such a possibility is offered, within the Service. Subscriptions paid by credit card must be terminated by the Customer within the Service.

Upon termination of a monthly subscription, the Agreement shall cease to apply at the end of the current subscription month.

If the Customer holds an annual subscription, the Agreement shall cease to apply at the end of the last month of the year for which the Customer has paid in accordance with section 5.2 and 5.3, subject to termination in accordance with what is set out in section 6.1. The Customer shall not be entitled to reimbursement of any payment that has already been made for the annual subscription.

#### 6.2.2 Termination by WF

In the event that WF does not receive payment to debit the annual or the monthly fee in accordance with section 5 from the Customer's credit card, the Agreement shall cease to apply with immediate effect, whereupon the Services shall be closed.

In the event that WF does not receive payment of an annual or monthly subscription that is paid against an invoice five (5) days after the invoice due date, WF shall be entitled to deny the user access to the Services with immediate effect. WF shall thereafter be entitled to terminate the Agreement with immediate effect in the event that, after receiving a payment reminder, the Customer fails to pay the outstanding fee by the deadline specified in the payment reminder.

If WF denies the Customer access to the Services in accordance with section 2.7, the Agreement shall terminate with immediate effect.

WF shall furthermore be entitled to terminate the Services for any reason other than as specified in 2.7, whereupon the Agreement shall cease to apply from the end of the month that occurs immediately after the date on which WF enforced the termination of the Services through notification thereof to the e-mail address that the Customer uses as his user name when logging in to the Services or, in the case of a multiuser subscription, the e-mail address that the Customer most recently notified to WF. If the Customer holds an annual subscription, upon termination by

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WF in accordance with this section, the Agreement shall cease to apply from the end of the last month of the year for which the Customer has paid in accordance with section 5.2 and 5.3.

## 7. Force majeure

WF shall not be liable for any inconvenience, damage or loss caused by circumstances outside the control of WF. WF shall thus be exempt from liability for any interruptions or disruptions caused by circumstances outside WF's control, e.g. accidents, lightning strikes, fire, war, riots, flooding, severe weather or action or failure to act on the part of an authority or another external party.

## 8. Personal information

WF is data controller of personal data provided in connection with the Services or in any other way registered in connection with the ordering, preparation or administration of the Services. WF collects and processes personal data in order to be able to deliver and making available our Services and products to you, to provide relevant customer service and support and to keep you informed of WF's services and products. The Customer may read more about our processing of the personal data in our privacy policy, [www.wordfinder.com/privacy-policy](http://www.wordfinder.com/privacy-policy).

By creating an account and ordering the Services, transferring personal data to WF and by assigning WF to process personal data in connection with the provision of the Services the Customer confirms that the personal data in question is collected and transferred to WF in a correct and legitimate way, as well as under a purpose that is not incompatible with the purposes described above and referred to in our privacy policy, [www.wordfinder.com/privacy-policy](http://www.wordfinder.com/privacy-policy). If the Customer wishes to obtain information about the personal data that we process, an extract of the Customer's personal data can be downloaded directly from the Customer's account for the Services. If the Customer has other questions about our personal data processing, the Customer is welcome to contact us on the contact details set out in the privacy policy.

The Customer shall be personally responsible for ensuring that the user name and password are kept secret, so that no unauthorized persons can use this information.

## 9. Applicable law and competent court

### 9.1 *Applicable law*

The Agreement and these Conditions shall be interpreted and applied in accordance with Swedish law.

### 9.2 *Court*

Disputes concerning the Agreement and these Conditions or legal circumstances arising there from shall be resolved by court of general jurisdiction in Sweden, with Göteborg district court as first instance.

## 10. Special provisions for Customers who are consumers

### 10.1 *Information in the case of distance purchases*

In connection with the establishment of a distance agreement, WF shall provide such information as is required by Swedish law; see however section 10.2 below. After the order has been placed, WF shall confirm this information via e-mail to the e-mail address that the Customer specified when creating its user account for the Services.

### 10.2 *Immediate opening of the Services*

When entering into the Agreement in accordance with section 1.2, you were asked whether you consent to the immediate commencement of the Services. Once the consent was given the provision of the Services commenced immediately. The right of withdrawal applies to the purchase within 14 days from the time of purchase. If the Services have been used, the Customer shall, however, compensate WF to the extent that the Customer has used the Services.

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## 10.3 *Applicable law*

The reference to Swedish law in accordance with section 9 above shall apply throughout the entire European Economic Area. For consumers who are resident in a country outside this area, the reference shall apply providing it does not breach consumer legislation in the consumer's home country.

## 11. **Distribution of the Services in Norway**

In Norway, the Services are distributed through WF's distributor Gyldendal Norsk Forlag AS. Any questions relating to the Services from Norwegian customers shall be posed to Gyldendal Norsk Forlag AS. For the avoidance of doubt, what is otherwise set out in these Conditions apply in its entirety also to Norwegian customers and Services distributed through Gyldendal Norsk Forlag AS.

## 12. **Distribution of the Services in Japan**

In Japan, the Services are distributed through WF's subsidiary WordFinder Japan KK. Any questions relating to the Services from Japanese customers shall be posed to WordFinder Japan KK. For the avoidance of doubt, what is otherwise set out in these Conditions apply in its entirety also to Japanese customers and Services distributed through WordFinder Japan KK.