

USER TERMS AND CONDITIONS

- Film the Fault -

1 GENERAL

1.1 These user terms and conditions (hereinafter "the Terms") always apply, unless otherwise agreed in writing, between Colmeo AB, org.no 556788-1924 ("Colmeo"), and every user ("the User") of the mobile application 'Film the Fault' (the "App") and the homepage <https://eyeatproduction.com> (the "Website").

1.2 The App and the Website are hereinafter referred to collectively as the "Services". Colmeo and the User are jointly referred to below as the "Parties" and separately as a "Party".

1.3 These Terms regulate Colmeo's provision of the Services and the Parties' dealings in connection therewith. Through the Terms, Colmeo provides the User with a non-exclusive and non-transferable right to access and use the Services in accordance with the Terms.

1.4 The Parties enter into an agreement when the User registers his/her user account in the App or on the Website, or when the User initiates a demo-session in the App, whereupon these Terms enter into force between the Parties. Registration of a user account requires that the User has a valid email address.

1.5 By the aforementioned registration, the User agrees to these Terms and approves to Colmeo's access to and handling of all information provided by the User in the App. By agreeing to the Terms, the User also declares that the User has taken part of the information stated in the Terms, which are also available in the App and on the Website.

2 AMENDMENTS

Colmeo has the right to amend or make additions to the Terms at any time, without first obtaining the User's approval. An updated version of the Terms will be made available in the App and on the Website and will enter into force when made available. If the User uses the Services after the amended Terms have entered into force, the User is deemed to have approved the amended Terms.

3 THE USER'S OBLIGATIONS

3.1 The User undertakes to comply with the at all times applicable instructions, technical specifications and other regulations that Colmeo provides in the App and on the Website for the use of the Services.

3.2 The User undertakes to only use the Services for their intended purpose and warrants that the User will not use the Services in breach of the Terms or applicable law. Should the User abuse the Services, the User shall indemnify and hold Colmeo harmless from any damage that Colmeo suffers due to, or in relation to, the abuse.

3.3 The User is personally responsible for all activities carried out by the User or via the User's account within the scope of the Services. The User undertakes not to give any third party access to the user account, unless such possibility is made available by Colmeo in the App. In the event that the User suspects or should suspect that an unauthorized person accessed the user account, the User is obliged to immediately take measures to limit such person's access to the Services, and to promptly notify Colmeo of the occurred event. The User accepts that Colmeo is not responsible for any unauthorized access to and abuse of the Services and for any consequences thereof, which are result of the User's negligence.

3.4 The User is personally responsible for all information and material produced by the User within the Services and which the User makes available on or through the Services. The User is also responsible for ensuring that all such material does not infringe the rights of third parties or violates applicable law. The User shall further indemnify and hold Colmeo harmless in the event that the User's use of the Services would result in Colmeo being liable for compensation in relation to third parties.

3.5 The User shall report errors in the Services to Colmeo's support service, by sending an email to support@eyeatproduction.com. In the report, the User shall define and, if necessary, show how the error is manifested. Colmeo will investigate the report and notify the User by e-mail within a reasonable time (normally within 30 days) and inform about the planned remediation process.

4 COLMEO'S COMMITMENTS

4.1 Colmeo's objective is to be able to offer high availability to the Services, with the exception of any interruptions for service purposes, technical or system maintenance that are announced.

4.2 Colmeo undertakes to remedy any errors in the Services, provided that this can be done without unreasonable cost or inconvenience to Colmeo. However, Colmeo cannot guarantee that the Services will work flawlessly and continuously.

4.3 The Services may be disturbed by factors and circumstances (e.g. technical disturbances, errors in the User's digital device or network, viruses etc) that are outside of Colmeo's control and for which Colmeo shall not be responsible.

4.4 Colmeo reserves the right, when this is required with regard to maintenance, technical or safety reasons, to take measures that may temporarily affect the availability of the Services. In certain cases, when the use of the Services risks serious damage to Colmeo, Colmeo is entitled to immediately block the User's access to the Services. In the event that access to the Services is blocked or restricted in any way, the User will be notified of the measures as soon as possible.

5 LIMITATION OF LIABILITY AND DISCLAIMER

5.1 Colmeo is not responsible for the communication that takes place between users, for information that the User documents or the User's actions or conduct in general within the Services.

5.2 Colmeo is not responsible for interruptions or errors in the Services caused by third-party systems.

5.3 Colmeo is not liable for damages that are caused by a loss of information for the User.

5.4 The User's right to compensation for damages according to the Terms shall under all circumstances be limited to direct damages and to an amount corresponding to the Users monthly cost for the Services. The limitation of liability also applies in relation to the User's possible liability towards third parties.

5.5 A request for compensation from the User must be made to Colmeo within a reasonable time from the time the User's suffered damage was discovered or should have been discovered (normally within 30 days). If the request is not made within reasonable time, the User loses its right to compensation.

5.6 The User is not entitled to any other remedies or remunerations than those stated in these Terms.

6 PERSONAL DATA

6.1 Colmeo processes the User's personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC) and the Swedish law (2018: 218) with supplementary provisions to the EU data protection regulation (jointly referred to as "GDPR").

6.2 For more information regarding Colmeo's personal data processing, please refer to Colmeo's [Privacy Policy](#).

7 FORCE MAJEURE

7.1 A Party shall be exempt from liability for breach of the Terms and/or sanction as a result of failure to fulfill obligations under the Terms due to unforeseen circumstances that hinder or significantly impede or delay such Party's performance. Such circumstances include, but are not limited to, war, terrorist attack, authority regulation, action or omission, labor market conflict (even where the Party does not itself participate in the conflict), blockade, fire, restrictions on energy supply, flood or other natural disaster or accident of greater magnitude or other circumstances outside of a Party's control, which the Party reasonably could not have foreseen and whose consequences the Party could not have reasonably avoids or overcome.

7.2 A Party wishing to invoke such a force majeure condition shall without delay inform the counterparty in writing of the occurrence or cessation of the force majeure condition.

8 INTELLECTUAL PROPERTY RIGHTS

8.1 Colmeo is the sole owner of all rights, including intellectual property rights to the Services, including but not limited to rights concerning trademarks, trade names, design, text, software, etc., except for certain rights owned by Colmeo's licensors. Nothing in the Terms shall be construed as if any of these rights being wholly or partly transferred to the User. Any copying, modification, transfer, licensing and / or other use of the Services other than allowed under the Terms is prohibited.

8.2 The User understands that the unauthorized use of Colmeo's intellectual property rights constitutes a breach of contract and may constitute a criminal action. Colmeo has the right to take legal action against the User in the event of such unauthorized use of Colmeo's intellectual property rights.

8.3 Any intellectual property that is created through the Services by the User shall accrue to the User. However, the User hereby grants Colmeo a global, unlimited, free, eternal and non-revocable license to use and analyze such intellectual property, in order to further improve the Services and Colmeo's business.

9 COMMUNICATION

9.1 The User agrees that all communication between the Parties, including but not limited to confirmation, reminder, termination, notices and other information in connection with the Services and/or the Terms, primarily shall be by email between the Parties or such other means as Colmeo specifies in the App, the Website or otherwise.

9.2 The User undertakes to state the current and valid email address to which the User wishes the communication to be sent when registering the user account. The User further undertakes to immediately notify Colmeo of updates regarding the User's contact information.

10 TERM AND TERMINATION

10.1 The Terms enter into force in accordance with section 1.4 and remain in force for as long as the User uses the Services.

10.2 If the User wants to stop using the Services, the User can delete its user account on the Website.

10.3 Colmeo is entitled to terminate the provision of the Services to the User with immediate effect if the User violates the obligations under the Terms and does not rectify the breach immediately after receiving a written warning by Colmeo. Upon such immediate termination, the User's account will be deactivated.

11 CHANGES IN THE SERVICES AND SHUTDOWN

Colmeo is entitled at any time, without prior notice, to change the design of the Services and its functions, as well as how the Services are provided. Colmeo also has the right to implement updates, develop, improve and modify the Services to such an extent as Colmeo deems necessary or appropriate. Such changes may result in some of the Services' functions being changed, terminated or added. Colmeo also has the right to at any time shut down the App and/or the Services entirely permanently.

12 ASSIGNMENT

The User is not entitled to transfer all or part of the User's rights or obligations under the Terms to another party. However, Colmeo always has the right to assign its rights and obligations to another company.

13 APPLICABLE LAW AND DISPUTES

13.1 Swedish law shall apply to the Services and the Terms.

13.2 In case of dispute or disagreement arising out of or in connection with the Service or these Terms, the Parties shall primarily seek to resolve the dispute or disagreement amicably by discussion. In the event that no solution or agreement can be reached between the Parties within 30 days of a Party demanding for such discussions in written notice, the dispute shall be finally settled by Swedish general court with the district court of Borås as the first instance.