

This Personal Data Policy applies from and including 23 April 2021 and until further notice. Our General Terms and Conditions follow this Personal Data Policy.

### **1. Which company is responsible for processing your personal data?**

The Gifted Company AB, corp. ID no. 559121-2120, ('we' or 'us') is the Controller of the personal data processed in accordance with this Personal Data Policy and is responsible for ensuring that the processing is carried out in accordance with applicable legislation.

You can find our current contact details at [www.getgifted.com](http://www.getgifted.com).

We treat the processing of personal data with the utmost seriousness and are keen to ensure that your personal privacy is not jeopardised. This Personal Data Policy explains, among other things, what personal data we process, how and for what purpose we collect and use data about our users, and how we protect the privacy of our users.

The Gifted Company AB has its seat in Stockholm, Sweden and all personal data is processed in accordance with the **Swedish [sic EU]** General Data Protection Regulation 2016/679 ('GDPR').

### **2. What does 'processing of personal data' mean?**

This Personal Data Policy is applicable to all personal data that in some form is processed according to applicable legislation in relation to you as user, which includes personal data collected, kept, stored, transferred or used in some other way by us.

### **3. What personal data is processed and for what purpose?**

We only collect and process personal data about you in the manner described in this Personal Data Policy and as set out in 'Description of Personal Data Processing' in Section 8.

### **4. For how long is your personal data stored?**

We will not store or process your personal data for longer than necessary to fulfil the purposes of the processing described in this Personal Data Policy or for the period required according to mandatory, applicable legislation, which is described in more detail in 'Description of Personal Data Processing' in Section 8.

When the purpose has been achieved for a particular category of personal data, we will therefore erase or anonymise the relevant personal data as soon as possible. Please note that we may store your personal data for the purpose of sending you newsletters or other marketing emails for a period after you are an active customer (e.g. after the term of validity for the Gift Card) to the extent permitted according to applicable legislation. You may choose to deregister from such newsletters or other marketing at any time.

### **5. To whom is the personal data disclosed?**

#### **5.1 Companies engaged by us**

Your personal data will be transferred to and processed by third party suppliers that perform services for us ('Processors') to enable these companies to perform the services requested by us. These companies are located both within and outside the EU; see Section 6 below. Services that will be requested are, for example, infrastructure, marketing and IT services. Only such personal data necessary to fulfil the purposes specified in 'Description of Personal Data Processing' in Section 8 below will be provided to companies engaged by us. All third-party suppliers must comply with our instructions and the processor agreements in force between us and them. They must also have appropriate technical and organisational measures in place to protect the personal data.

#### **5.2 Public authorities**

We may also disclose personal data to relevant public authorities in accordance with mandatory legislation.

## **6. Will my personal data be transferred to other countries?**

Your personal data may be transferred to companies in other countries both within the EU/EEA and outside ('third countries') in order to be able to provide you with services. When we transfer to a third country, we have ensured that the country meets an 'adequate level of protection' in accordance with the European Commission or that appropriate safeguards have been taken. For example, Binding Corporate Rules (BCR) or Standard Contractual Clauses (SCC).

## **7. What rights do you have in respect of your personal data?**

### **7.1 Right of access and right to rectification**

You are entitled to be informed about what personal data we process concerning you, from where this data has been collected, the purposes for which the data has been processed and the parties to which the data has been disclosed. We may impose a reasonable administrative charge for repeated requests. If a request is manifestly unfounded or unreasonable, we may refuse to grant such a request. You are also entitled to ask for incorrect or incomplete personal data to be corrected at any time.

### **7.2 Right to erasure**

You may in some circumstances request that your personal data be erased, for example if the personal data is no longer necessary for the particular purpose for which it was collected, unless there is a legal basis for continuing the processing, or if the personal data must be erased to comply with a legal obligation in the EU or Sweden to which we are subject. Please contact us for further information about erasure of your personal data.

### **7.3 Right to object**

You are entitled to object to the processing of personal data that we carry out in accordance with our legitimate interest and related to your specific situation. If you make an objection and the processing is carried out in accordance with a legitimate interest, we will not continue the processing of your personal data unless we can clearly demonstrate compelling and legitimate reasons for this processing that outweigh your right to privacy. Please note that even if you object to a particular processing, we may still continue the processing if this is carried out in accordance with another legal basis, e.g. to provide a service or product you have ordered from us or to discharge legal obligations.

### **7.4 Right to restriction**

You are entitled to ask for the processing of your personal data to be restricted if the personal data may be incorrect, if you consider that processing is unlawful, if we are carrying out the processing in accordance with an unjustified interest or if you consider that we no longer need the personal data for the purposes specified in 'Description of Personal Data Processing' in Section 8.

### **7.5 Right to withdraw consent**

If you have consented at any time to us processing your personal data, you are always entitled to withdraw your consent in respect of future use of the data based on your consent.

### **7.6 Right to data portability**

You are entitled to receive the personal data concerning you, and that you have provided to us, where our processing is based on consent or performance of our contract with you, in a structured, commonly used and machine-readable format. You may also ask us to transfer such information directly to another controller, when this is technically feasible.

## **7.7 How do you exercise your rights?**

You can exercise your rights by contacting us; see our current contact details at [www.getgifted.com](http://www.getgifted.com).

## **8. Description of personal data processing**

We provide below a description of our personal data processing in respect of what categories of personal data we collect and the purpose for which each category is used.

### **8.1 Legal basis**

It is necessary to have support under the Data Protection Regulation to be allowed to process personal data, i.e. a legal basis. We think that it may be appropriate to explain the different legal bases upon which we support our personal data processing to help you understand our processing.

#### Consent

We may ask you to consent to the processing of personal data, for example when you visit our website where we use cookies to find out how our website is being used and to offer our visitors the best possible experience.

#### Performance of contracts

We need to process your personal data to be able to perform our contract with you, for example to enable you to purchase or use our products or receive help from our customer services.

#### Legitimate interest

It is also possible that we process your personal data following a 'balance of interests' if we consider that we have a legitimate interest that outweighs your interests and if the processing is necessary for the purpose in question. A requirement for this is that you are always entitled to object to such processing. This applies when you have visited our website without having purchased a gift card and we follow up your visit by providing you with information about our services. You can contact us at any time to receive more information about how we have reached this conclusion.

#### Legal obligation

In some cases we are obliged to process personal data according to law such as, for example, to fulfil the requirement to maintain accounting records contained in the Bookkeeping Act.

### **8.2 What personal data do we collect?**

We process the following categories of personal data.

A) Identity and contact details: For example, but not limited to, first name, surname, telephone, address, email.

Source: Directly from the user at the time of order/loading/activation/redemption of our products or when our customer services have been contacted.

B) Payment details: For example, but not limited to, credit/payment card information, transaction information.

Source: Directly from the user at the time of order/loading/activation of our products or when our customer services have been contacted.

C) Information about communications with customer services: For example, but not limited to, copies of communications via email, letter, chat.

Source: Communications with customer services are saved.

D) Other information in conjunction with purchase: For example, but not limited to, personal text/pictures/video greeting linked to the Gift Card.

Source: Directly from the user at the time of order/loading/activation/redemption of our products or when our customer services have been contacted.

E) Digital information: For example, but not limited to, geo-location/IP-address, navigational information, search words, information about Internet providers.

Source: Collected based on your use of our services.

### 8.3 Purpose of the processing of personal data

Beskrivning	Rättslig grund	Kategorier	Lagringstid
För att tillhandahålla, supportera och administrera presentkort, tilläggstjänster och/eller avtalet med dig.	Fullgörande av avtal	A + B + D + E	Under presentkortets giltighetstid och 12 månader därefter.
För uppföljning av besök på vår webbplats, t.ex för att offerera kundservice och erbjudanden.	Berättigat intresse	A + E	12 månader efter senaste kontakt med oss.
För utskick av erbjudanden, marknadsföring eller annan information.	Berättigat intresse	A + E	Så länge det är tillåtet enligt tillämpliga regler om marknadsföring men inte längre än 12 månader efter presentkortets giltighetstid.
För att göra det möjligt för oss att fullgöra rättsliga förpliktelser som åvilar oss och att svara på förfrågningar från myndigheter.	Efterlevnad av rättsliga förpliktelser	A + B + C + D	Så länge som den rättsliga förpliktelsen kvarstår, vanligtvis sju år.
För att göra det möjligt för oss att förbättra de produkter och tjänster som tillhandahålls användare.	Berättigat intresse	A + B + C + D + E	Under presentkortets giltighetstid och 12 månader därefter eller efter senaste kontakt oss.
För att motverka bedrägerier.	Berättigat intresse	A + B + C + E	Under presentkortets giltighetstid och 12 månader därefter.

Ref. Purpose\_Data\_Processing\_SWE20201021

### 9. How is your personal data protected?

We have implemented security measures and taken technical and organisational measures, such as certification technology for web browsers, to keep the personal data we process secure. We also have adequate firewalls and antivirus programs to protect and prevent unauthorised access to our network. Access to those areas where personal data is stored is restricted and it is required that staff are identified for access.

We also use, for example, Secure Socket Layer (SSL), which is a protocol for the secure transfer of data via the Internet (or other networks). Customers need to check that SSL is not turned off in their web browser settings. PCI-DSS certified suppliers are also used with a view to preventing unauthorised access when handling your payment or credit card number.

### 10. Links

Our apps and websites may include links to other apps and websites. This Personal Data Policy only applies to our apps and websites. When you follow a link to another app or website, you should read

the personal data policy applicable for them. Please note that we do not take responsibility for the processing of your personal data by other apps or websites.

### 11. What can you do if you have any complaints?

If you have any complaints regarding our processing of your personal data, you are entitled to submit these to the Swedish Authority for Privacy Protection ([www.imy.se](http://www.imy.se)), which is the Swedish supervisory authority responsible for following up and supervising us and other companies that process personal data.

### 12. Updates

We will regularly update this Personal Data Policy to reflect any changes in how we process personal data and will inform you of this in an appropriate way, e.g. through publication in our apps, on our websites and by emailing you.

### 13. Cookie Policy

#### 13.1 Information about cookies

Our websites use cookies. According to applicable law, everyone who visits a website containing cookies should be informed that the website contains cookies, what these cookies are used for and how cookies can be avoided.

#### 13.2 What is a cookie?

A cookie is a small text file that the website you visit saves on your computer. Cookies are used on many websites to afford a visitor access to different functions and make it easier for a visitor to use the website. The information contained in the cookie can be used to track a visitor's Internet surfing.

#### 13.3 Our cookies

There are two kinds of cookie. The kind found on our website has an expiry date, which means that the file is saved for a certain period on the visitor's computer. It is used, for example, for functions that draw attention to what is new since the visitor last visited us. The cookie is deleted when the visitor returns to us or after the expiry date.

Cookies are used on our websites to keep track of what information a visitor has already received and what settings a visitor has applied; see further details below. Without cookies, this information would be shown and the settings would need to be reapplied for each visit to the site.

#### We use the following cookies on our websites:

Cookies for basic functionality, reports and analyses.

Cookiens namn	När sparas cookien?	Vad är cookiens funktion?	Huvuddomän
<a href="#">_orig_referrer</a>	När användaren lägger produkt i kundvagnen.	Används i samband med kundvagnen.	<a href="http://getgifted.com">getgifted.com</a>
<a href="#">_secure_session_id</a>	När användaren besöker webbplatsen.	Används i samband med navigering genom en webbutik.	<a href="http://getgifted.com">getgifted.com</a>
Cart	När användaren lägger produkt i kundvagnen.	Används i samband med kundvagnen.	<a href="http://getgifted.com">getgifted.com</a>
<a href="#">cart_sig</a>	När användaren går till kassan.	Används i samband med kassan.	<a href="http://getgifted.com">getgifted.com</a>
<a href="#">cart_ts</a>	När användaren går till kassan.	Används i samband med kassan.	<a href="http://getgifted.com">getgifted.com</a>

checkout_token	När användaren går till kassan.	Används i samband med kassan.	<a href="https://getgifted.com">getgifted.com</a>
Secret	När användaren går till kassan.	Används i samband med kassan.	<a href="https://getgifted.com">getgifted.com</a>
Secure_customer_sig	När användaren påbörjar inloggning.	Används i samband med kundinloggning.	<a href="https://getgifted.com">getgifted.com</a>
storefront_digest	När användaren påbörjar inloggning.	Används i samband med kundinloggning.	<a href="https://getgifted.com">getgifted.com</a>
_landing_page	När användaren besöker webbplatsen.	Spåra målsidor.	<a href="https://getgifted.com">getgifted.com</a>
_orig_referrer	När användaren besöker webbplatsen.	Spåra målsidor.	<a href="https://getgifted.com">getgifted.com</a>

Ref. Cookies\_SWE20201021

#### 13.4 For how long are the cookies saved?

The amount of time that a cookie remains on your computer or mobile device depends on whether it is a permanent or temporary cookie. Temporary cookies last until you stop surfing and permanent cookies continue until they cease or are deleted. Most of the cookies we use are permanent and will expire between 30 days and two years from the date they are downloaded to your device. See the following section on how to avoid cookies for more information about how to remove them before they cease to apply.

#### 13.5 How can I avoid cookies?

You can close down the website if you do not accept our use of cookies. You can also suspend the use of cookies in your web browser, although many websites will then be inaccessible or at least limited in their function.

#### 13.6 Cookies and personal data

When we collect data from temporary cookies, such data may contain personal data about you. Section 8 of the Personal Data Policy above provides more detailed information about how we collect data or process it in some other way through cookies. This Cookie Policy is part of the Personal Data Policy. We recommend that you read our Personal Data Policy in its entirety for more information about how we process personal data.

#### Contact us

If you have any questions about our use of cookies or this Cookie Policy, our contact details are shown in Section 1. Please visit the website of the Swedish Post and Telecom Authority – [www.pts.se](http://www.pts.se) – if you would like to find out more about cookies.

Our General Terms and Conditions, which regulate use of our gift cards and related products, are provided below. Applicable from 23 April 2021 and until further notice.

## 1. About us

1.1 The name of our company is The Gifted Company AB, corp. ID no. 559121-2120 (referred to below as 'we', 'us' or 'Gifted') and we market and sell pre-paid tokens of value ('Gift Cards') and related products and services such as, for example, digital greetings, cards, packaging and wrapping. Our Gift Cards can be redeemed at several different shops and web shops within, among other things, beauty, fashion, home, experiences and restaurants. Our Head Office is located at Stora Nygatan 31, SE 111 28 Stockholm. Further information about us, what we can offer and our current contact details are available from our website: [www.getgifted.com](http://www.getgifted.com) ('the Website').

## 2. General information about Gift Cards

2.1 The Gift Card is not linked, and does not entitle you, to a customer account. The Gift Card has no credit.

2.2 No interest will be paid or is earned for the balance loaded on the Gift Card.

2.3 Customers do not receive any account statements. Information about the Gift Card's current balance, term of validity and transaction information is available via our Gifted app.

## 3. Contract, placing orders and loading Gift Cards

3.1 In addition to shopping via our online channels (e.g. on our Website or one of our apps), you may also sometimes be able to shop using the Gift Card in physical shops or at one of our retailers.

3.2 You must approve our Personal Data Policy and these General Terms and Conditions in conjunction with placing your order/loading your Gift Card. The Gift Card cannot be ordered or loaded without such approval. By accepting our Personal Data Policy and these General Terms and Conditions, you undertake to comply with these Terms and Conditions in their entirety, and also confirm that you have read and understood the information concerning personal data and have consented to use of personal data and cookies in accordance with our Personal Data Policy.

3.3 Gift Cards are sold to private individuals and companies within the EU/EEA. You must have attained the age of 18 or have the approval of your parent or guardian in order to purchase a Gift Card.

3.4 We can make reservations for final sale and reserve the right make changes and improvements to the products on an ongoing basis. We can also make reservations for any delivery delays, price errors/adjustments, technical errors, printing errors, picture and typing errors on our Website, for example, errors regarding product description or technical specification, or incorrect information about whether a product is in stock. We are entitled to correct any such errors and to amend or update the information at any time. All of the picture information on our Website and in other online channels should be regarded exclusively as illustrations. We are not responsible for the information on our Website or in online channels that comes from our partners or a third party.

3.5 Gift Cards are our property and we reserve to right to neither load nor send an order before we receive full and final payment. If payment is not received by us by the set payment date, we reserve the right to cancel the loading or order.

3.6 We might apply various restrictions from time to time for orders and/or loading of Gift Cards, for example as regards amount or number of gift cards on the same occasion or per day. You will be notified of this in an appropriate way in conjunction with the loading/order.

3.7 Gift Cards are, unless otherwise stated, valid for 12 months from the order or loading date, whichever comes first.

4. Payment method, etc.

4.1 We accept different simple and secure payment methods depending on the country, the currency and the product applicable for the order/loading.

4.2 Gift Cards are generally sold without value-added tax, and all prices are in local currency unless otherwise stated.

4.3 In the event that use of the Gift Card entails an obligation for you to pay tax, this tax is paid by you as the customer (and never by us).

4.4 We reserve the right to cancel an order or loading if there is any suspicion of unauthorised or fraudulent behaviour.

4.5 In the case of any returns, the money is repaid to the account linked to the card you used at the time of payment unless otherwise stated by us.

4.6 An administrative charge will be imposed for certain payment methods and payment alternatives. This will be communicated in conjunction with the order/loading.

4.7 We are entitled to conduct a simplified credit assessment without providing a copy for information. We are entitled to transfer the claim on you as a customer to any of our cooperating parties. We or one of our cooperating partners are entitled to send a reminder, including a statutory reminder charge, in the case of a delayed payment. Furthermore, interest for delay of 8% is payable.

5. Receipt for orders or loading of Gift Cards

5.1 When you have completed your order or loading, you will automatically receive a receipt from us confirming that we have received your order/payment. Always check that your receipt is correct; contact us as soon as possible if this is not the case.

5.2 No physical receipts are sent out. Therefore be careful to save the digital receipt in case you need to contact us.

6. Delivery of Gift Cards

6.1 Our Gift Card can be delivered physically or digitally. The delivery methods available and their various prices are shown and selected in conjunction with ordering/loading the Gift Card.

6.2 When ordering a physical Gift Card, the Gift Card is delivered for collection from your nearest delivery point or directly to the address specified, provided that the dimension and weight of the consignment render this possible. If the order has been delivered to your delivery point, you will be notified that the delivery has arrived.

6.3 When picking up an order, you must comply with the distributor's instructions. If the consignment is not collected within the time specified by the distributor, the consignment will be

sent back from the delivery point and you, as the customer, will be charged for the return freight and a handling charge.

6.4 Your order for a physical Gift Card can also be delivered by express delivery. Unfortunately this delivery method is not available for all products or to all addresses due to geographical limitations for each carrier. There are also restrictions associated with the size of the goods.

6.5 The Gift Cards in your order may be delivered loaded or unloaded depending on our current risk assessment. If the cards are delivered unloaded, instructions will also be sent about how to activate and load the card.

6.6 If a physical or digital delivery is damaged, you must contact us as soon as possible after receiving the delivery. We assume no responsibility for deliveries sent to the wrong address or for orders placed by people who are not responsible for the payment method used.

6.7 We reserve the right to change the delivery method based on our risk assessment or if it transpires that it is not possible to use the chosen delivery method for the order in question.

6.8 The Gift Card is a document of value and must be dealt with and stored in the same way as cash. Customers are responsible for taking adequate measures to avoid unauthorised use. The Gift Card will not be replaced if it has been lost, damaged or stolen.

## 7. Cooling off right

7.1 We apply a 14-day cooling-off right when a Gift Card or other products are ordered or loaded from us. This means that you are entitled to change your mind about your order or loading by notifying us of this within 14 days from when you, or someone on your behalf, received the product. This cooling-off right only applies to intact and unused products. Thus a Gift Card cannot be returned where a claim code has been generated or that has been replaced or used in some other way.

7.2 If you want to change your mind about an order or loading made, you must contact us via the standard contact form on the Website providing relevant information (e.g. the relevant Gift Card and where it was delivered) prior to expiry of the cooling-off period.

7.4 When you change your mind about an order or loading, the amount that you paid for the goods (including delivery costs) will be repaid to you as soon as possible, though no later than within 14 days from the date on which your notification to exercise a cooling off right was received. The repayment will be made to you via the payment alternative you selected, provided nothing else has been agreed or there are impediments to such repayment. An exclusion for repayment of delivery costs applies for any additional delivery costs as a consequence of you having chosen a delivery method other than the standard delivery we offer. The delivery cost is not repaid when returning part of an order.

7.5 The cooling-off right does not apply to goods or a service purchased using the Gift Card. Questions about, Refunds for or Complaints about goods or services should always be addressed to the shop.

## 8. Warranty and complaints

8.1 We apply a 36-month right to complain about all physical products. The right to complain covers goods that are faulty as defined by applicable consumer protection legislation. This means, for example, that the right to complain does not cover faults that have arisen as a consequence of the incorrect handling of any type of Gift Card or another product.

8.2 If you wish to invoke a fault in a product ordered, you should contact us as soon as possible after the fault was discovered via the standard contact form on our Website. Complaints made within two months from when you discovered the fault are always deemed to have been provided on time. Your receipt applies as a guarantee certificate. Please note that complaints cannot be made in respect of digital Gift Cards.

8.3 We will bear the cost of the return freight for approved complaints in respect of physical products. We are not responsible for lost consignments in conjunction with returns or complaints.

8.4 We will compensate you in accordance with applicable consumer protection legislation when a product complained about has been returned and the complaint approved. We endeavour to achieve this within 30 days from when we received the complaint, although it may take longer depending on season and product. We reserve the right to refuse a complaint if it transpires that the goods are not faulty as defined by applicable consumer protection legislation. In the case of complaints, we comply with guidelines from the Swedish National Board for Consumer Disputes and the European Online Dispute Resolution (EU ODR) platform. Further information is available from [www.konsumentverket.se](http://www.konsumentverket.se) and <http://ec.europa.eu/odr>.

8.5 In the case of the receipt of faulty or defective products, where you want replacement products, we will send out replacement products with an invoice from us.

8.6 We are not responsible for refunds for, returns of or complaints about products that you, as the customer, purchased from a shop where the Gift Card was used. The shop that provided the goods or service paid for using the Gift Card is responsible in relation to you in accordance with what was agreed and applicable legislation. Questions about, Refunds for or Complaints about goods or services should always be addressed to the shop.

Complaints about incorrect charges for the Gift Card must be sent to us without delay, though no later than three (3) months after the charging date and no later than one (1) month from when you discovered or ought to have discovered the unauthorised or incorrectly implemented transactions to which the complaint relates. The holder of the Gift Card is liable in the case of a complaint to provide the information we need for our investigation. A police report should be attached when complaining about unauthorised transactions. We reserve the right to refuse a complaint based on the supporting information we have in our investigation.

## 9. Use of Gift Card

9.1 Customers activate the Gift Card in our app, which is available from the App Store, and on Google Play. Information about the Gift Card and the shop(s) in which it can be redeemed can be seen in the app, among other things.

9.2 You generate a claim code in the app, which you provide for the shop, in order to redeem the Gift Card. The transaction is created and redemption implemented immediately following generation of the claim code. Please note that it is not possible to apply the cooling-off right or exchange your Gift Card if a claim code has been generated. You are responsible for your balance being sufficient for redemption. A transaction or exchange cannot be revoked after you have given your approval for the claim code to be generated.

9.3 The Gift Card may be blocked in the case of inappropriate use; see item 9.6 regarding our right to block Gift Cards.

9.4 The Gift Card may not be exchanged, transferred, sold or redeemed for cash at a shop or other third party. The Gift Card may not be exchanged for another Gift Card or token of value at a shop or another third party without you first having obtained our written consent.

9.5 When the term of validity for the Gift Card has passed, the Gift Card cannot be loaded or used for transactions unless we notify you otherwise. Some additional services in the app may be available for certain Gift Cards even after the term of validity for the Gift Card has expired.

9.6 We reserve the right to block the Gift Card, without repayment, with a view to preventing crime, misuse or inappropriate use of the Gift Card. We may, for example, block the Gift Card on one of the following grounds:

- (a) if safe use of the Gift Card is compromised, for example for technical reasons,
- (b) if it is suspected that the Gift Card is being used in an unauthorised or fraudulent way,
- (c) if there is a risk that you, as the customer, possibly cannot fulfil your payment obligation,
- (d) if the contract has ceased to apply, or
- (e) if there is a risk or suspicion of the Gift Card or our other services linked to the Gift Card being used in an inappropriate way or in contravention of these Terms and Conditions.

## 10. General information about our Website

10.1 We own the domains for our Website. We or our partners or its licensor own the content on the Website. This information is protected through, among other things, intellectual property law and market law legislation. This means that trademarks, business names, product names, images and graphics, design, layout together with information about goods, services and other content may not be copied or used without first having obtained our written approval.

10.2 We may provide a link from the Website to other websites outside our control, and websites outside our control may provide a link to our Website. We are not responsible for the protection or confidentiality of information or personal data that you provide on other websites. You should proceed with caution and read the personal data provisions for the website in question.

## 11. Changes to the Terms and Conditions

11.1 We reserve the right to make changes to these General Terms and Conditions at any time whatsoever. All changes to these General Terms and Conditions will be communicated in an appropriate way, e.g. through publication in our apps, on our websites or by emailing you. Changes apply from when you have accepted the Terms and Conditions (for example, in conjunction with a purchase, activation, redemption of a Gift Card or when visiting the Website) or alternatively 30 days after we have informed you of the changes. You cannot place new orders or loadings or use some of our additional services if you do not accept the changes.

## 12. Invalidity

12.1 If a competent court, public authority or arbitration board finds that a provision of these General Terms and Conditions is invalid or unenforceable, the provision in question and all other provisions shall be applicable and enforceable to the extent permitted by applicable Swedish law. The provisions that have been declared invalid or that cannot be enforced will be replaced by relevant legal guidance and advice.

## 13. *Force Majeure*

13.1 We are not responsible for delays caused by circumstances over which we have no control such as, for example, general industrial conflict, war, fire, pandemic, lightning strike, terrorist attack, changes to an official provision, technical problems, faults in electricity, telecom or data connections or other communications and also faults or delays in services from sub-contractors owing to a

circumstance specified here. These circumstances shall constitute 'grounds for release' that entail release from damages and other sanctions. If any such situation were to arise, we will inform you first at the start and second at the end of the period of the situation in question. If the circumstance has lasted for more than two months, both you and we are entitled to revoke the sale with immediate effect.

#### 14. Applicable law and disputes

14.1 Swedish law shall be applied to these General Terms and Conditions and any disputes shall be considered by a Swedish general court. You may also submit a complaint, including a request for rectification, directly to us or use the European Online Dispute Resolution (EU ODR) platform: (<http://ec.europa.eu/odr>) in order to resolve the dispute out of court.