



NoMoreWires Technologies Sweden AB

Fleminggatan 20, 112 26
Stockholm, Sweden
hi@nomorewir.es

Terms of Use

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE WWW.NOMOREWIR.ES WEBSITE. YOUR ACCESSING OR USING THE WWW.NOMOREWIR.ES WEBSITE CONFIRMS YOUR UNCONDITIONAL ACCEPTANCE OF THE FOLLOWING TERMS OF USE. IF YOU DO NOT ACCEPT THESE TERMS OF USE, YOU ARE NOT AUTHORIZED TO ACCESS OR USE THE WWW.NOMOREWIR.ES WEBSITE. THESE TERMS OF USE GOVERN YOUR USE OF THE WWW.NOMOREWIR.ES WEBSITE. THESE TERMS OF USE HAVE A PROVISION FOR ARBITRATION OF DISPUTES BETWEEN THE PARTIES.

INTRODUCTION

Welcome to the www.nomorewir.es, the website (the "Website") of NoMoreWires Technologies Sweden AB ("we," "us," "our," "NMW," or "Company"). We provide you access to the Website subject to these Terms of Use (these "Terms"). By using the Website, you unconditionally accept these Terms in full and without reservation. If you disagree with these Terms or any part of these Terms, you must not use the Website. It is your responsibility to review these Terms periodically, and if at any time you find these Terms unacceptable, you must immediately leave and cease all use of the Website. These Terms include a provision for arbitration of disputes between the parties. If you require any more information or have any questions about the Terms, please feel free to contact us by email at hi@nomorewir.es

REPRESENTATION AND WARRANTY

In consideration of your use of the Website, you represent and warrant that you: (i) are of legally sufficient capacity to form a binding contract; and (ii) are at least 18 years of age; and you will comply with all applicable laws, statutes, ordinances and regulations regarding your use of the Website and any related activities. Children 14 years of age and older may only use the Website if (a) their parent or legal guardian has agreed to the terms of these Terms; and (b) their use is permitted and supervised by their parent or legal guardian.

LICENSE TO USE WEBSITE

a. License Grant. Subject to these Terms, Company grants you a limited, non-commercial, non-exclusive, non-sublicensable, non-transferable, non-assignable, revocable license to access the Website for your personal use, through a generally available web browser or through a mobile computing device ("Mobile Device"), and to view information on those areas of the Website generally available to all users and those areas of the Website for which you have registered. The Company reserves all rights not expressly granted herein in the Website. The Company may terminate this license at any time for any reason or no reason.

b. Mobile Device Access.

Company may offer access to the Website through certain mobile software applications operating on Mobile Devices ("Mobile Software"). If you access or use the Website through a Mobile Device, you understand and agree that information about your usage (including without limitation the duration and frequency of your usage), as well as other information (including without limitation, your geographic location and the unique identifying information of your Mobile Device), will be accessible to your mobile carrier, and may also be communicated to Company in the ordinary course of data exchange. By accessing or using the Website through a Mobile Device, you represent that, to the extent you import any of your data to your Mobile Device, you authorize such transfer and have authority to share the transferred data with your mobile carrier or other access provider. You also understand that, in the event you change or deactivate your mobile account, you must promptly update your Company account information to ensure that your messages are not sent to a third party acquiring your old number, and you acknowledge and agree that failure to do so is your sole responsibility. You acknowledge you are responsible for all charges and necessary permissions related to accessing the Website through your mobile carrier, including without limitation any incremental data transfer and similar surcharges. You should check with your mobile carrier to determine if access to the Website is available to you, and if so, the terms and costs applicable to your specific Mobile Device and plan. We may use geographic location information to create aggregate data from which your personally identifiable information has been removed or obscured. Such aggregate data may be used for websites like traffic-monitoring. It is your responsibility to notify any users of your Mobile Device if geographic location monitoring is enabled. The use of certain geographic location based websites or the disclosure of geographic location information may be restricted by the controls or your Mobile Device. Company does not warrant that the Mobile Software will be compatible or interoperable with your Mobile Device or any other piece of hardware, software, equipment or device installed on or used in connection with your Mobile Device. Furthermore, you acknowledge that compatibility and interoperability problems can cause the performance of your Mobile Device to diminish or fail completely, and may result in permanent damage to your Mobile Device, loss of the data located on your Mobile Device, and corruption of the software and files located on your Mobile Device. You acknowledge and agree that Company and its affiliates, partners, suppliers and licensors shall have no liability to you for any losses suffered resulting from or arising in connection with compatibility or interoperability problems.

USE RESTRICTIONS

Company imposes certain restrictions on your permissible use of the Website. You may view, download for caching purposes only, and print pages, files or other content from the Website for your own personal use, subject to the restrictions set out below and

elsewhere in these Terms. You represent and warrant that you will not: (i) market or distribute access to the Website or any portion thereof; (ii) assign, sublicense, sell, lease or otherwise transfer or convey your rights under (iii) violate or attempt to violate any security feature of the Website; (iv) access or attempt to access any content, data, programs or other Company systems (v) attempt to probe, scan, or test the vulnerability of the Website or any associated (vi) damage, disable, overburden or impair the Website or interfere or attempt to interfere (vii) attempt to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or these Terms; not intended for you, or log onto a server or account that you are not expressly authorized to access; system or network, or to breach security or authentication measures without proper authorization; with service to any user, host, or network, including, without limitation, by means of submitting a virus to the Website, overloading, "flooding," "spamming," "mailbombing," or "crashing;" attempt to reduce to a human-perceivable form any of the source code used by Company in providing the Website; (viii) attempt to modify, copy, distribute, transmit, display, perform, reproduce, publish, (ix) frame in another web page, use on any other Website, transfer or sell any (x) use any meta tags or any other "hidden text" utilizing Company IP (as defined below) (xi) engage in, encourage others to engage in, or provide instructional information about, (xii) harm minors in any way or solicit personal information from or about a minor; (xiii) impersonate any person or entity, or falsely state or otherwise misrepresent your (xiv) send email messages or use the Website in any manner which intentionally or (xv) send email messages or make posts that contain falsified or misleading routing (xvi) upload, download, post, email, transmit or otherwise make available any materials rent, lease, loan, license, or create derivative works based on the Website; information, software, lists of users, databases, Company IP (as defined below) or other lists, products or services provided through or obtained from the Website, or engage in the practices of "screen scraping," "database scraping," or any other activity with the purpose of obtaining lists of users or other information from the Website; without the express written consent of Company; conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or foreign law or any regulation having the force of law, including, without limitation, the Civil Rights Act of 1866, the Fair Housing Act, the Americans with Disabilities Act, and the Equal Credit Opportunity Act; affiliation with a person or entity; unintentionally violates any applicable local, state, national or international law or regulation (including without limitation, policies and laws related to spamming, privacy, obscenity or defamation); information, a return address that is either invalid or belongs to a third party and is used without permission, a misleading subject line and/or body copy, or promote a fraudulent scheme; and that: (a) are inappropriate, misleading, unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, offensive, sexually explicit, promote gambling, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (b) you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (c) contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (d) contain unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; or (e) infringe any patent, trademark, service mark, trade secret, copyright or other proprietary rights of any party. You are solely responsible for any violations of any relevant laws and for any infringements of third party rights caused by any content you provide or transmit, or that is provided or transmitted using your user identification. The burden of proving that any content does not violate any laws or third party rights rests solely with you.

If Company, for any reason in its sole and absolute discretion, requests in writing that you remove any link or links to the Website, you agree to promptly comply. You agree that if you create any link to the Website that you will not employ any technology that results in the placement of content from the Website in a frame and/or a reduced pop-up window and/or any other display mechanism which changes the Website content from how it normally appears in a browser. Company reserves the right to

investigate suspected violations of these Terms. When Company becomes aware of possible violations, Company may initiate an investigation which may include gathering information from you or others involved and the complaining party. If Company believes, in its sole discretion, that a violation of these Terms has occurred, it may take responsive action. Such action may include, but is not limited to, temporary or permanent blocking of your access to the Website and/or deleting any materials from Company's system. Company, in its sole discretion, will determine what action will be taken in response to a violation on a case-by-case basis. Violations of these Terms could also subject you to criminal or civil liability. Company reserves the right to release the contact information of users involved in violations of system security to system administrators at other sites, in order to assist them in resolving security incidents. Company intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of these Terms or of any applicable laws. If you breach these Terms and send unsolicited bulk email, instant messages or other unsolicited communications of any kind through the Website, you acknowledge that you will have caused substantial harm to Company, but that the amount of such harm would be extremely difficult to ascertain. As a reasonable estimation of such harm, you agree to pay Company \$50.00 for each such unsolicited email or other unsolicited communication you send through the Website.

PROPRIETARY RIGHTS

The design of the Website and all text, graphics, information, content, and other material displayed on or that can be downloaded from the Website are protected by copyright, trademark and other laws and may not be used except as permitted in these Terms or with prior written permission of the owner of such material. The software, technology components and contents of the Website are copyright, NoMoreWires Technologies Sweden AB or its licensors. All rights reserved. You agree that as between the parties, Company is the exclusive owner of the Website and all of its constituent parts, including without limitation, all photographs, videos, software code, any content on the Website (excluding User Content), HTML scripts, the uniform resource locators (URL's) for the Website, the organization and layout of the Website, all Company trademarks (including without limitation NMW and the NMW logo), trade names, service marks, trade dress and logos, all enhancements and improvements thereto, and derivatives thereof, and all patent, copyright, trademark, trade secret, trade dress and other intellectual property rights therein throughout the world (collectively the "Company IP"). Any goodwill attached to, or generated by, such Company IP is owned exclusively by Company, or its licensors, and shall inure solely to the benefit of Company or its licensors. Nothing contained herein or on the Website should be understood as granting you any right or license to any of the Company IP, except as expressly granted herein. All rights not expressly granted herein are reserved by Company or its licensors. Company, or its licensors, retains full and complete title to the Company IP. You shall not: (i) use or copy the Company IP in any manner not specifically set forth in these Terms; (ii) include Company IP in your corporate name, within a domain name or within any part of a URL; (iii) obtain, use, register, or otherwise acquire any trade names, trademarks, service marks, and/or trade dress that are confusingly similar to Company IP; (iv) have or assert any claim of ownership in the Company IP; or (v) sell, redistribute, transfer, sublicense or reproduce the Company IP, nor may you decompile, reverse-engineer, disassemble, or otherwise convert any of the Company IP to a human-perceivable form. These Terms do not limit any rights that Company may have under trade secret, copyright, patent, trademark or other laws. You acknowledge and agree that the Website contains proprietary information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that content contained in any sponsor advertisements or information that may have been presented to you through the Website or its advertisers, if any, may be protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws.

RESTRICTED ACCESS

Access to certain areas of the Website may be restricted. We reserve the right to restrict access to certain areas of the Website, or at our discretion, the entire Website. We may change or modify this policy without notice. If we provide you with a user ID and password to enable you to access restricted areas of the Website or other content or services, you must ensure that the user ID and password are kept confidential. You alone are responsible for the security of your password and user ID. We may disable your user ID and password at our sole discretion without notice or explanation.

USER CONTENT

In these Terms, "User Content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to the Website, for whatever purpose. You grant us a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate, distribute and create derivative works based on, the User Content in any existing or future media. You also grant us the right to sub-license these rights, and the right to bring an action for infringement of these rights. You represent and warrant that the User Content is not illegal or unlawful, does not infringe any third party's legal rights, has never been the subject of any threatened or actual legal proceedings or other similar complaint, and is not capable of giving rise to legal action whether against you, us, or a third party under any applicable law. We reserve the right to edit or remove any material submitted to the Website, or stored on the Website's servers, or hosted or published upon the Website. We may, but have no obligation to, monitor the submission of such content to, or the publication of such content on, the Website.

USER SUBMISSIONS

Any comments, feedback, suggestions and ideas disclosed, submitted or offered to Company in connection with your use of the Website (collectively "Submissions") shall be owned exclusively by Company. You agree that Company shall: (i) not be under any obligation of confidentiality, express or implied, with respect to the Submissions; (ii) be entitled to use or disclose Submissions for any purpose, without restriction worldwide; and (iii) not owe you any compensation or reimbursement of any kind under any circumstances for use or disclosure of Submissions.

THIRD PARTY WEBSITES AND SITES

The Website may provide links to other websites, services, or resources. Your business dealings with any third party, third party website or third party content (collectively "Third Party") found on or through the Website, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations, associated with such dealings, are solely between you and such Third Party. Company makes no endorsement or guarantee about the content, goods or services provided by such Third Party. Company shall not be responsible for any loss or damage of any sort incurred as the result of: (i) any dealings or transaction between you and any Third Party or as the result of the presence of such Third Party on the Website;

(ii) any insufficiency of or problems with any such Third Party's background, insurance, credit or licensing; or (iii) the quality of services performed by any such Third Party or any other legal liability arising out of or related to the performance of such services. In the event that you have a dispute with any such Third Party, you release Company, its directors, officers, employees, agents and licensors, from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. Unless expressly provided otherwise, these Terms govern your use of any and all third party content. You hereby waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

STORAGE AND ACCESS

Company may, in its sole discretion: (i) limit the duration and frequency of your access to the Website; and (ii) delete accounts that are inactive for an extended period of time. Company shall have no responsibility or liability for the deletion or failure to store any account, messages, postings, communications or other content maintained or transmitted by the Website.

DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE INFORMATION, SOFTWARE, PRODUCTS, AND CONTENT CONTAINED ON THE WEBSITE MAY INCLUDE INACCURACIES, ERRORS AND OMISSIONS. TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY, ITS OFFICERS, EMPLOYEES, AGENTS AND LICENSORS: (A) EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND CONCERNING THE WEBSITE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT; AND (B) MAKE NO WARRANTY THAT (I) THE WEBSITE WILL MEET YOUR REQUIREMENTS, (II) YOUR ACCESS TO THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) ANY INFORMATION OBTAINED FROM THE WEBSITE WILL BE ACCURATE, APPROPRIATE, COMPLETE, CORRECT, RELIABLE, SUFFICIENT OR TIMELY, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE WEBSITE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE WEBSITE WILL BE FIXED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE WEBSITE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE, OR LOSS OF CONTENT, THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY OR THROUGH OR FROM THE WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT COMPANY, ITS OFFICERS, EMPLOYEES, AGENTS AND LICENSORS, SHALL NOT BE LIABLE FOR ANY ACTUAL, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, CONTENT OR OTHER INTANGIBLE LOSSES (EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM: (I) THE USE OR THE INABILITY TO USE THE WEBSITE; (II) ANY INFORMATION, PRODUCTS AND WEBSITES OBTAINED THROUGH THE WEBSITE, OR OTHERWISE ARISING OUT OF OR RELATED TO THE USE OF THE

WEBSITE; (III) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND/OR SERVICES RESULTING FROM ANY GOODS, CONTENT, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE WEBSITE; (IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT; (V) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE; (VI) PERSONAL INJURY RESULTING FROM YOUR ACCESS TO AND USE OF THE WEBSITE; (VII) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; (VIII) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE, (IX) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE; AND/OR (X) ANY OTHER MATTER RELATING TO YOUR USE OF THE WEBSITE; WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU ALSO AGREE THAT COMPANY, ITS OFFICERS, EMPLOYEES, AGENTS AND LICENSORS, WILL NOT BE LIABLE FOR ANY (A) INTERRUPTION OF BUSINESS, (B) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THE WEBSITE OR OTHER WEBSITE(S) YOU ACCESS THROUGH THE WEBSITE; (C) CONTENT NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; OR (D) EVENTS BEYOND COMPANY'S REASONABLE CONTROL.

IN NO EVENT SHALL COMPANY, ITS OFFICERS, EMPLOYEES, AGENTS, AND LICENSORS, HAVE ANY LIABILITY TO YOU OR TO ANY THIRD PARTY. YOU SHALL NOT BE ENTITLED UNDER LOCAL LAW OR OTHERWISE TO RECEIVE ANY PAYMENT FROM COMPANY, ITS OFFICERS, EMPLOYEES, AGENTS AND LICENSORS, WHETHER FOR ACTUAL, DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, COSTS OR EXPENSES AS A RESULT OF EXPIRATION OR TERMINATION OF THE TERMS OR TERMINATION OF YOUR ACCESS TO THE WEBSITE, ALL OF WHICH YOU EXPRESSLY WAIVE.

YOU ACKNOWLEDGE THAT YOUR ACCEPTANCE OF THIS SECTION HAS MATERIALLY INDUCED COMPANY TO ENTER INTO THE TERMS. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR FOR PERSONAL INJURY, IN SUCH JURISDICTIONS, COMPANY'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

YOU SPECIFICALLY ACKNOWLEDGE THAT COMPANY, ITS OFFICERS, EMPLOYEES, AGENTS AND LICENSORS, SHALL NOT BE LIABLE FOR USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY, AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

INDEMNITY

You agree to defend, indemnify and hold Company, its directors, officers, employees, agents and licensors, harmless from and against any and all claims, demands, losses, liability, costs and expenses (including but not limited to attorneys' fees) arising from content you submit, post, transmit or otherwise make available through the Website, your use of the Website, your connection to the Website, your violation of these Terms, or your violation of any third party's rights, including but not limited to infringement of any intellectual property right, violation of any proprietary right and invasion of any privacy rights.

BREACHES OF THESE TERMS

Without prejudice to our other rights under these Terms, if you breach these Terms in any way, we may take such action as we deem appropriate to deal with the breach, including suspending your access to the Website, prohibiting you from accessing the Website, blocking computers using your IP address from accessing the Website, contacting your internet service provider to request that they block your access to the Website, and/or bringing court proceedings against you.

MODIFICATIONS

Company may, in its sole discretion and without prior notice, (i) revise these Terms; (ii) modify the Website; and (iii) discontinue any of the Website, or any of its constituent parts, at any time. Company shall post any revision to these Terms, and the revised Terms shall be effective immediately on such posting. You agree to review these Terms and other online policies posted on the Website periodically to be aware of any revisions. Your continued use of any of the Website shall constitute your acceptance of the revised Terms. If you do not agree to any of such changes, you may terminate the Terms and immediately cease all access and use of the Website. You agree that such termination will be your exclusive remedy if you do not wish to abide by any changes to the Terms.

GENERAL INFORMATION

Entire Agreement; Interpretation

These Terms and any documents referenced herein constitute the entire agreement between you and Company and govern your use of the Website (including, without limitation, all purchases made through the Website), superseding any prior agreements between you and Company (including, but not limited to, any prior versions of these Terms) with respect to its subject matter. You also may be subject to additional terms and conditions that may apply (a) to the specific products and/or services, if any, you purchase through Company as contained in the product manuals and documentation provided with such products and/or services, if any, and (b) when you use affiliated or other Company websites, products, or services, third-party content or third-party software. In the event any term contained in these Terms conflicts with any other term contained in any other agreement referenced in these Terms, these Terms shall control. Except as otherwise provided in these Terms, these Terms may only be modified in a writing signed by an authorized officer of Company. The language in these Terms shall be interpreted as to its fair meaning and not strictly for or against any party.

Consent to Email Communications

You consent to receive communications from Company electronically and agree that we may communicate with you by email or by posting notices on the Website. You agree that

all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Assignment; Waiver

You may not assign these Terms or any rights granted herein. Any attempt by you to transfer any of the rights, duties or obligations hereunder is void. Company may assign or transfer these Terms or its rights or obligations hereunder without notice and without your prior approval. These Terms are for the sole benefit of the parties hereto and do not create any third-party beneficiaries, whether intended or incidental. These Terms will inure to the benefit of Company and its successors and assigns. The failure of Company to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. No waiver, express or implied, by either party of any breach of or default under these Terms will constitute a continuing waiver of such breach or default or be deemed to be a waiver of any preceding or subsequent breach or default.

Survival

The obligations under the following sections shall survive any termination or expiration of these Terms or your use of the Website: Proprietary Rights, Disclaimer of Warranties, Limitation of Liability, Indemnity and General Information.

Governing Law

THE VALIDITY, CONSTRUCTION, INTERPRETATION, AND PERFORMANCE OF THESE TERMS WILL BE EXCLUSIVELY GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE DOMESTIC LAWS OF THE STATE OF CALIFORNIA, EXCEPT AS TO ITS PRINCIPLES OF CONFLICTS OF LAWS, AND WITHOUT REGARD TO THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS. THE PARTIES AGREE THAT THIS CONTRACT IS NOT A CONTRACT FOR THE SALE OF GOODS; THEREFORE, THIS AGREEMENT WILL NOT BE GOVERNED BY ANY CODIFICATION OF ARTICLE 2 OR 2A OF THE UNIFORM COMMERCIAL CODE, OR ANY CODIFICATION OF THE UNIFORM COMPUTER INFORMATION TECHNOLOGY ACT ("UCITA"), OR ANY REFERENCES TO THE UNITED NATIONAL CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

Injunctive Relief

You hereby acknowledge that a breach of these Terms may cause irreparable harm and significant injury to Company that may be difficult to ascertain, and that a remedy at law may be inadequate. Accordingly, you agree that Company shall be entitled, without waiving any additional rights or remedies otherwise available to Company at law or in equity and without the necessity of posting bond, to seek injunctive and other equitable relief in the event of a breach or intended or threatened breach by you. Notwithstanding anything to the contrary, Company shall be entitled to seek and obtain injunctive relief in any court of competent jurisdiction.

ARBITRATION

EXCEPT IN THE CASE OF LEGAL ACTION BROUGHT BY COMPANY TO OBTAIN INJUNCTIVE OR OTHER EQUITABLE RELIEF OF WHATSOEVER KIND, ALL OF WHICH MAY BE BROUGHT IN ANY COURT OR OTHER TRIBUNAL OF COMPETENT JURISDICTION, ANY CONTROVERSY, CLAIM, DISPUTE OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS OR THEIR SUBJECT MATTER, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, SHALL BE SUBMITTED TO THE OFFICE OF THE AMERICAN ARBITRATION ASSOCIATION LOCATED IN, OR CLOSEST TO, ORANGE COUNTY, CALIFORNIA, AND WILL BE SETTLED BY ARBITRATION TO OCCUR IN ORANGE COUNTY, CALIFORNIA, SAID ARBITRATION TO BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES, IN EFFECT AT THE TIME OF THE ARBITRATION, THE LAWS OF THE STATE OF CALIFORNIA GOVERNING SUCH ARBITRATIONS, AND IN ACCORDANCE WITH THESE TERMS. SUCH ARBITRATION MUST BE FILED WITHIN TWELVE (12) MONTHS OF THE FIRST ACCRUAL OF THE CAUSE OF ACTION, AND THE PARTIES AGREE THAT THE STATUTE OF LIMITATIONS FOR ANY CAUSE OF ACTION BROUGHT PURSUANT TO, IN CONNECTION WITH, OR RELATING TO A DISPUTE WILL BE TWELVE (12) MONTHS FROM THE FIRST ACCRUAL OF THE CAUSE OF ACTION, NOTWITHSTANDING ANY STATUTE TO THE CONTRARY. ANY ARBITRATION UNDER THESE TERMS WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.

The arbitration will be heard and decided no later than seven (7) months after the notice of arbitration is filed with the American Arbitration Association by one arbitrator. The arbitrator will hear and determine any preliminary issue of law asserted by a party to be dispositive of any claim, in whole or in part, in the manner of a court hearing a motion to dismiss for failure to state a claim or for summary judgment, pursuant to such terms and procedures as the arbitrator deems appropriate. No witness or party may be required to waive any privilege recognized under California law. The hearing will not last longer than four (4) days unless all parties agree otherwise, with time to be divided equally between you and Company. The arbitrator will be an attorney, licensed to practice law in the State of California for no less than ten (10) years, with no less than five (5) years' experience as an arbitrator. The parties and the arbitrator will treat all aspects of the arbitration proceedings, including, without limitation, discovery, testimony and other evidence, briefs, and the award, as strictly confidential and not subject to disclosure to any third party or entity, other than to the parties, the arbitrator, and the American Arbitration Association. The arbitrator must give full effect to the applicable law and to all of these Terms, and is specifically divested of any power to add to, subtract from, modify or alter any of the terms or conditions of these Terms, or to render decisions in derogation thereof. The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual direct damages, except as may be required by statute. THE PARTIES UNDERSTAND THAT THEY ARE WAIVING THEIR RIGHTS TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION. YOU AND COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Company agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator will issue written findings of fact and conclusions of law, the decisions of the arbitrator will be binding and conclusive upon all parties involved, and judgment upon any decision of the arbitrator may be entered in any federal or state courts with jurisdiction. You are solely responsible for your interactions with other users of the Website. Company reserves the right, but has no obligation, to monitor disputes between you and other users of the Website.

Attorney Fees

In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under these Terms (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under these Terms, in addition to any other relief to which the prevailing party may be entitled, the prevailing party will be entitled to recover its reasonable attorney fees, costs and expenses to resolve the dispute and to enforce the final judgment.

Legal Compliance

You agree to comply with all local laws and rules regarding use of the Website. Use of the Website is not authorized in any jurisdiction that does not give effect to all provisions of these Terms. The Website is controlled and operated by the Company from its offices in Sweden, Stockholm, European Union. Your use of or access to the Website should not be construed as Company's purposefully availing itself of the benefits or privilege of doing business in any country.

U.S. Export Laws

This Website and/or products offered on the Website may be subject to the export laws, restrictions, regulations and administrative acts of the United States Department of Commerce, Department of Treasury Office of Foreign Assets Control ("OFAC"), State Department, and other United States authorities (collectively, "U.S. Export Laws"). Users shall not export or re-export, or allow the export or re-export of, the services and/or products offered on the Website in violation of any U.S. Export Laws. None of the services or products offered on the Website may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) any country to which the United States has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders, or any other denied parties lists under U.S. Export Laws. By using the Website, you agree to the foregoing and represent and warrant that you are not a national or resident of, located in, or under the control of, any restricted country; and you are not on any denied parties list; and you agree to comply with all U.S. Export Laws (including "anti-boycott", "deemed export" and "deemed re-export" regulations). If you access the Website from other countries or jurisdictions, you do so on your own initiative and you are solely responsible for compliance with the local laws of that jurisdiction, if and to the extent those local laws are applicable and do not conflict with U.S. Export Laws. If such laws conflict with U.S. Export Laws, you shall not access the Website.

Severability

If any provision(s) of these Terms, including without limitation, the warranty disclaimers and liability limitations set forth above, are found by a court of competent jurisdiction to be invalid or unenforceable, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms shall continue in effect. The foregoing does not apply to the prohibition against class or representative actions that is part of the arbitration clause; if that prohibition is found to be unenforceable, the arbitration clause (but only the arbitration clause) shall be null and void.

Legal Equivalency

These Terms and any other electronic documents, policies and guidelines incorporated herein shall be: (i) deemed for all purposes to be a “writing” or “in writing,” and to comply with all statutory, contractual, and other legal requirements for a writing; (ii) legally enforceable against any party hereto as a signed writing; and (iii) deemed an “original” when printed from electronic records established and maintained in the ordinary course of business. Any electronic documents introduced as evidence in any judicial, arbitration, mediation or administrative proceeding shall, if established and maintained in the ordinary course of business, be admissible to the same extent as business records in written form that are similarly established and maintained.

If you have any questions or concerns regarding our Terms of Use please contact us at the address below:

NoMoreWires Technologies Sweden AB, Fleminggatan 20, Stockholm, 11226, Sweden

Email: hi@nomorewir.es