



## **TERMS OF SERVICE**

### **1. ACCEPTANCE OF TERMS**

WeBeHome AB provides the Service and Applications ("the Service") subject to the terms and conditions set forth in these Terms of Service. By completing the purchase process and clicking the "I agree" button OR by start using the Service, the Customer agrees to be bound by all of the terms and conditions of the Terms of Service.

### **2. SUBSCRIPTION**

The Service is only supplied to Customers who has a valid Subscription.

### **3. AVAILABILITY OF SERVICE**

The Service is accessible via Internet and located in Sweden. WeBeHome is responsible to make all reasonable effort to keep the Service available 7 days a week, 24 hours a day with a minimum of downtime for maintenance.

### **4. THE CUSTOMERS CONDUCT AND USE**

The Customer is solely responsible for the contents of his/her usage of the Service. The Customer's use of the Service is subject to all applicable local, state, national, and international laws and regulations. The Customer agrees:

- (1) not to use the Service for illegal or unlawful purposes,
- (2) not to cause loss or create service degradation for other users of the Service whether intentional or inadvertent,
- (3) not to misrepresent the Service and
- (4) to comply with all regulations, policies and procedures of networks connected to the Service.

The Service makes use of the Internet's DNS protocol; therefore, the Customer's conduct is subject to Internet regulations, policies, and procedures.

### **5. TERMINATION OF SERVICE**

If not otherwise agreed, WeBeHome have the right to terminate access to the Service with a 3 year notice period before termination. WeBeHome reserves the right to, at its sole discretion, immediately terminate the Service without notice if the Customer's conduct (1) fails to conform with the terms and conditions of the Terms of Service, especially the rules regarding customer conduct and use (2) is harmful to WeBeHome's business (3) fails to conform with other policies or guidelines that WeBeHome has posted on the web site [webehome.com](http://webehome.com) No refund will be done if the Service is terminated before the end of a subscription period.

### **6. SUPPORT**

For Services where support is included, the organisation that sold the Service (local service partner or WeBeHome) supply support to Customer. Primary channel for support is at the Contact me form in <http://webehome.com>. The target is to respond within 24 hours. For Customers which don't have support included in the Service or need support for issues outside the scope of the Service, WeBeHome (or local service partner) has the rights to charge the support work.

### **7. CONTENT**

WeBeHome has the rights to include banners and other advertisement in the Service for WeBeHome products as well as other supplier's products.

### **8. CONFIDENTIAL INFORMATION**

WeBeHome use the highest commercially reasonable degree of care to protect customers confidential information.

### **9. INDEMNIFICATION**

The Customer agrees to indemnify and hold WeBeHome harmless from all disputes, losses, claims, damages, liability, cost and expenses, including reasonable attorney fees and court costs, related to the

Customer's breach of the Terms of Service or to any information, software or other content placed on the Service by the Customer.

### **10. LIMITATION OF LIABILITY AND WARRANTY**

WeBeHome accepts its liability for damages arising from its negligent acts and omissions, or breach of contract for direct damages to a limit not to exceed the Customer subscriptions fees paid to WeBeHome the last 12 months. CUSTOMER AGREES THAT USE OF THE SERVICE IS ENTIRELY AT CUSTOMER'S OWN RISK. WEBEHOME'S SERVICE ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY FOR INFORMATION, SERVICES, UNINTERRUPTED ACCESS, OR PRODUCTS PROVIDED THROUGH OR IN CONNECTION WITH THE SERVICE, INCLUDING WITHOUT LIMITATION THE RESULTS OBTAINED THROUGH THE SERVICE. THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTUOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. CUSTOMER SPECIFICALLY ACKNOWLEDGES THAT WEBEHOME IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER CUSTOMERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH CUSTOMER.

WEBEHOME SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SERVICE OR INABILITY TO GAIN ACCESS TO OR USE THE SERVICE OR OUT OF ANY BREACH OF ANY WARRANTY. THIS LIMITATION WILL APPLY EVEN IF WEBEHOME HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER HEREBY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL CONTENT ON THE SERVICE. CUSTOMER AGREES THAT WEBEHOME WILL NOT BE LIABLE FOR ANY LOSS OF FOR INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE.

### **11. APPLICABLE LAW**

These Terms of Service shall be deemed performed in and governed by the laws of Sweden.

### **12. INTELLECTUAL PROPERTY RIGHTS**

All rights, titles and interests in and to the Service and WeBeHome trademarks shall at all time remain with WeBeHome.

### **13. CHANGES AND MODIFICATIONS**

WeBeHome reserves the right to change or modify the Service. Information about major changes or modification are posted on the <http://webehome.com>, <https://www.facebook.com/WeBeHome4you/> or sent by e-mail. WeBeHome reserves the right to at any time and from time to time, at its sole discretion, change and modify any terms and conditions contained in the Terms of Service as well as change or modify any addendum, policy or guideline incorporated by reference. WeBeHome also reserves the right to determine whether and when any such changes apply to both existing and future customers. The customer's continued use of the Service after WeBeHome's posting of the revised Terms of Service will constitute the acceptance of such changes or modifications.