

MEMBER TERMS AND CONDITIONS

1. General

Cardskipper AB, 556856-6169 (the "**Supplier**") provides the service Cardskipper (the "**Service**") which deals with bookings and the subscription and renewal of membership/membership cards, as well as the purchase of products from Cardskipper's client (the "**Organisation**") of which a member ("**Member**") is already a member or is now joining himself or is joining through another member.

1.1 These member terms and conditions ("**General Terms**") form an integral part of the agreement between Cardskipper and the Member on the use of the Service by the Member. All questions about the legal relationship between the Organisation and the Member are handled directly between them and not through the General Terms.

1.2 Cardskipper acts on behalf of the Organisation and is thus only an intermediary and a middleman between the Member and the Organisation. In connection with payment for a membership card for membership or some other product, the Member concludes a legally binding agreement with the Organisation and not with Cardskipper.

2. Provision of the Service

2.1 The Service is provided by Cardskipper with modern technology and is continuously updated by Cardskipper. The Member can log on to the Service via (i) a mobile application (iPhone or Android) and via (ii) a website. Through the use of the Service the Member get hold of the Organisation's information, news and offers made available via the Service.

2.2 The Member is aware that, from time to time, the Service may be unavailable due to planned and/or unplanned operational stoppages for service and maintenance of the Service and/or Cardskipper's system. Cardskipper cannot guarantee that the Service works completely without error or malfunction. Cardskipper shall make reasonable efforts to minimize the time for the shutdown of the Service and/or Cardskipper's system and any disturbances that this entails for the Member.

3.1 Responsibility for Information

3.2 The Organisation's registration page on the Service contains information on membership and prices for membership and other products. The Organisation is responsible for ensuring that the information on membership and prices is correct.

4.1 Cardskipper is not responsible for any errors, incorrect, misleading, defective or missing information about membership and other products. In any case, the Organisation is responsible for ensuring that the information (including prices and availability) shown on the Organisation's page of the Service is correct.

4. Fees

Payment for membership card/membership and/or any other product provided by the Organisation is made by the Member in the Service by card payment, direct payment

through a bank or invoice. Cardskipper uses an independent payment service provider, Payex, and its terms and conditions apply to the payment.

There are no fees for the Member regarding card payments or direct payments through a bank, and the Member pays only the price set by the Organisation. If products are subject to shipping costs, this shall be clearly stated in the information that the Member receives from the Organisation before the purchase.

4.2 **5. Complaints**

If the Member wishes to make complaints or other claims relating to the membership as such, information, offers or similar from the Organisation available via the Service, the purchase of membership cards or other products, they must be addressed directly to the Organisation.

5.1

6. Limitation of Liability

6.1

The Service is merely a tool for the Member to purchase membership cards/memberships and/or other products from the Organisation, as well as when appropriate, get information from or otherwise interact with the Organisation. Cardskipper provides the Service as it is without any representations or warranties, whether express or implied, regarding the purchase and/or information on the membership card/membership and/or other products.

6.2

Cardskipper does not warrant that the Member has continuous access to the Service and the Member agrees that some interruptions to the Service may occur. For example, access to the Service may be limited due to unplanned or planned maintenance or for security or other similar technical or operational reasons.

6.3

These General Terms do not restrict the rights of the Member in relation to the Organisation or, as the case may be, Cardskipper, as a buyer/consumer. For more information about the Member's rights and obligations regarding the purchase of membership cards/membership and/or other products, reference is made to the information and terms that can be found on the Organisation's page of the Service. If conditions or special information contained in the Organisation's terms are lacking, the rights granted to the Member as a buyer/consumer shall be governed by the law.

6.4

6.5

The Organisation is solely responsible for the membership cards/memberships and/or products communicated through the Service. For the purpose of claiming and regulating damages caused to the Member by negligence of the Organisation, the Member is referred to the Organisation.

6.6

The Member is thus not entitled to make claims against Cardskipper for questions or issues relating to the Organisation and its membership cards/memberships and/or other products. Cardskipper is not liable for any repayment or other remuneration due to the Organisation's delivered products or lack of delivery. For any repayment or claim for receipt of other remuneration, the Member shall be referred to the Organisation.

Any claim should therefore be submitted to the Organisation, except for such claims as Cardskipper is responsible for as payment intermediary.

Cardskipper's liability in relation to the Member shall in any event and irrespective of the cause of damage be limited to the amount corresponding to the Member's payment for membership cards/memberships and products.

7. Intellectual Property Rights

6.7 All material on the Service, including the Service layout, is protected by copyright, trademark law and/or other intellectual property rights. All intellectual property rights to the Service are owned and held by Cardskipper and, where applicable, its licensor.

7.1 Through the use of the Service, the Member receives a non-exclusive right to use the Service for the Member's personal non-commercial use, unless otherwise provided by these General Terms.

7.2 The Service may contain links to websites provided by third parties. Cardskipper has no control over the content of such linked sites and does not accept any liability for such loss or damage as may arise due to their use by the Member.

7.3

8. Processing of Personal Data

8.1 The Organisation is the data controller for all personal data attributable to the Member which is processed in the Service. Cardskipper is the Organisation's data processor in the provision of the Service. For more information about the processing of personal data that is performed during the use of the Service, the Member is referred to the Organisation's integrity policy, available via the Organisation's member page in the Service's application.

8.2 If Cardskipper is the data controller for the processing of the Member's personal data, the processing is performed in accordance with Cardskipper's integrity policy, available at <https://www.cardskipper.com/terms-and-conditions/>.

9.1 9. Force Majeure

10.1 Both the Organisation and Cardskipper are exempt from all liability for failure to fulfil their obligations under these terms, if and to the extent that the failure is due to circumstances beyond the control of the Organisation and/or Cardskipper, which should not reasonably have been anticipated and/or Overcome and which prevents the fulfilment of the obligation in question, such as extensive or persistent interruptions in data communications, virus or overload attacks, war, regulatory measures, new or changed legislation, labor market conflict, fire, power outage and similar circumstances.

10. Changes to the General Terms

Cardskipper reserves the right to change the General Terms at any time. In the event of a change of the General Terms, the Member shall be notified in writing through the email address and/or message notification within the Service no later than thirty (30) days before the change of terms enters into force. However, a change may be made at shorter notice if it is caused by a situation of force majeure.

11. Termination etc.

The Member may terminate his account for the Service of Cardskipper at any time without giving reasons, by electronic or other message sent to Cardskipper. The Member's right to use the Service ceases when such notice is received by Cardskipper and Cardskipper unsubscribes the Member as a Member on the Service.

- 11.1 Cardskipper has the right to terminate the Member's account for the Service of Cardskipper by electronic or other notice to the Member. Such message may be sent by email or by any other suitable means (e.g. through information on the Service) to the Member. The termination enters into force on the first of (i) 30 days after Cardskipper's notice that Cardskipper has terminated the Member's account for the Service of
- 11.2 Cardskipper or (ii) the date on which the Organisation's agreement with Cardskipper on the Service ceases to apply.

12. Service Changes

The Member agrees that Cardskipper may change the Service's design and functionality. The Member further accepts that Cardskipper may change the technical and administrative procedures for the Service.

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13. Messages

Messages and questions to Cardskipper can be sent by email to info@cardskipper.se.

13.1

14. Applicable Law and Dispute Resolution

Disputes arising out of these terms or otherwise attributable to the use of the Service shall be settled in the general courts. Swedish law shall apply to such dispute.

14.1