USER TERMS AND PRIVACY POLICY

These terms and conditions (the “Terms”) apply to the use of Findity ("Findity") AB’s, reg. no. 556838-8200, sparakvittot.se service (the “Service”). By using the Service, the user (the "User") accepts these Terms. Findity has the right to change these Terms. If the changes are significant, the User will be notified immediately. The User will then have the opportunity to stop using the Service and request that all Information be erased.

The Service is an online service, which is also supplied via independent mobile applications. The purpose of the Service is to facilitate the handling of receipts received by the User when purchasing goods and services at retail outlets, such as shops and restaurants, with whom Findity has a partnership, or other receipts which the User chooses to manually upload to the Service.

1 RIGHTS TO INFORMATION IN THE SERVICE

1.1 All content in the Service, such as graphics, images, logotypes and software, is covered by Findity’s or third party copyright.

1.2 Service content may not be used in any context other than that described by the functions of the Service or as expressly permitted by the Terms.

1.3 All receipt information, such as receipts, warranties and offers, uploaded to, transferred via, publicly posted or entered in the User's Service space shall remain the property of the User or its legitimate owner.

1.4 The User grants Findity a royalty-free, perpetual license to store and use all receipt information the User has published, declared or approved for storage/publication in the Service ("Information"). All such storage and usage may only be done in such a way as described in these Terms.

1.5 Issuers of receipt information stored in the Service (the "Issuer") have the right to use such receipt information for identification, customer analysis, marketing and product development in order to provide a better service to the User. Such use can only be done through the Service.

2 USER REGISTRATION

The User must register to access the Service. The User undertakes to provide the correct registration information which, amongst other things, includes personal data about the User, the User’s contact information and other information relating to membership or use of the Service, at the time of registration or at a later date ("Registration Information").
3 THE USER'S RESPONSIBILITIES

3.1 The User is solely responsible for their Information/Registration Information, its use and the results thereof.

3.2 The User is responsible for ensuring that usernames, passwords and similar login credentials remain secret and secure. Should the User know, or suspect, that the security of such information has been breached, the User shall immediately contact Findity using the contact details published in the Service.

3.3 The User is responsible for ensuring that any information published by the User does not violate applicable law or the rights of third parties.

3.4 Should the User consider any content in the Service to be in violation of the Terms, the User shall immediately report such content to Findity using the contact details published in the Service.

3.5 The User shall notify Findity should any Information/Registration Information require updating to be accurate.

4 PERSONAL DATA

4.1 When processing personal data, Findity complies with the Swedish Personal Data Act (1998:204). Findity stores Information/Registration Information about the User, including purchase data collected from cooperating outlets. Personal data is processed both manually and by computers.

4.2 The personal data collected and recorded is for Findity’s business needs, to provide the Service to the User, to be able to direct information to the User about Findity’s business, to manage and develop the Service, to make customized changes to the Service and for marketing purposes. Data is not stored longer than is necessary for the purpose of processing. See Findity’s website for more detailed information on how long the data is stored and can be used by the Issuer or Findity.

4.3 Findity may use subcontractors to carry out various functions such as marketing and technical services for the Service. In certain circumstances, these subcontractors may gain access to personal data if it is necessary for them to complete their undertaking to Findity. Findity treats all personal data with the utmost care and Findity's subcontractors may only use personal data to carry out assignments for Findity. Subcontractors have no right to save personal data and are not allowed to use it in any other way than to fulfil their undertaking to Findity.

4.4 The User agrees that the User’s personal data may be stored and used for the purposes specified in paragraphs 4.1 – 4.3.

4.5 The User agrees that the User’s personal data may be transferred to companies and organizations both within and outside the EU.
4.6 The User agrees that the User’s Information/Registration Information may be used to identify the User’s target group for marketing purposes. The User always has the right to request that the User’s Information/Registration Information stored in the Service is not used for direct marketing. Any such request shall be sent by letter or electronic mail to: Findity AB, Box 108, 771 23 Ludvika, Sweden or info@sparakvittot.se. See also 6 "INFORMATION AND CORRECTIONS" below.

4.7 The information entrusted to Findity is processed in a secure manner. Only a limited number of persons with specific authorization have access to the information and the information is protected both from intrusion and destruction. Personal data is not transferred to anyone outside Findity, in any case other than those listed above.

5 STORAGE OF RECEIPT INFORMATION

The security of the Receipt Information stored in the Service is Findity’s highest priority. Findity uses reasonable physical, electronic and procedural safeguards to protect the personal information it receives from the User from loss, misuse and unauthorized access, disclosure, alteration and destruction. The following are some of the ways in which Findity protects the User’s information:

- SSL and password encryption
- Encryption of receipts the User has received through purchases at outlets such as shops or restaurants with whom Findity has a partnership
- Limited access

Note that Findity is not responsible for the security of any data the User transmits over the Internet, or any data the User stores, publishes or supplies directly to a third party site controlled by Findity’s Terms. Note that no method of Internet transmission or electronic storage, is 100% secure.

6 INFORMATION AND CORRECTIONS

The User may make a written request to Findity to obtain further information regarding Findity’s processing of personal data. Information on how to contact Findity is available in paragraph 4.6 above or in the Service. The User also has the right, annually and free of charge, to request information on the personal data Findity has registered regarding the User. Should the User notify Findity that the data is incorrect, it shall be corrected.

7 COOKIES

7.1 The Service uses cookies to gather visitor statistics and log the User in.

7.2 A cookie is a small text file stored on the User’s computer. Cookies are usually used to improve the website for the User, for example, to adapt the website to the User’s preferences and choices. A permanent cookie remains on the User’s computer for a specified period of time. A session cookie is temporarily stored in the User’s computer's memory while the User browses the website. Session cookies are deleted when the User closes the
7.3
If the User does not wish to allow cookies, the User may choose to change the settings in the User's browser so that cookies are not accepted. Should the User not accept cookies, web service functionality may be affected.

8
TRANSFER

Under these Terms, the User may not transfer, lease, sublicense or otherwise convey any of the User’s rights.

9
AVAILABILITY AND ERRORS

9.1
The Service is normally available via the internet 24-hours a day, seven days a week.

9.2
Findity guarantees access as stated above shall be provided with as little interruption as possible. Interruptions caused by security maintenance or force majeure may occur. This guarantee does not cover access issues caused by the User’s own connection or connectivity provider, or technical issues between Findity’s connection point and the User’s connection point. Findity does not guarantee that the Service is free of errors, viruses or disruptions of a malicious character. Findity is not responsible for Information/Registration Information published in the Service by the User or others. Findity does not guarantee that the Information/Registration Information that the User has published will be saved. Therefore, the User is encouraged to make backup copies of Information/Registration Information.

9.3
Findity is not responsible for the Receipt Information that Findity receives being accurate or complete.

9.4
Faults and defects in the Service shall be corrected in a way that Findity finds appropriate. Findity has the right to suspend the Service for maintenance or upgrade.

10
LINKS TO OTHER WEBSITES

The Service may contain links to other websites/information services belonging to third parties. Findity is not responsible for the content or the reliability of the information available on websites/information services belonging to third parties.

11
SUSPENSION AND TERMINATION

11.1
Findity reserves the right to take legal action, including suspension, deletion and the removal of Information should the User violate these Terms or should Findity not be able to verify the User’s registration. The User has no right to compensation or damages in the event Findity temporarily or permanently excludes the User or deletes/removes Information. Findity is not required to provide specific notice, information or
justification for such action. Otherwise, Findity shall inform the User at least 30 days before the action occurs that the deletion or removal will take place.

11.2 Where Findity selects to terminate the User’s account, or the User selects to terminate the User’s membership, Findity undertakes, within reasonable time, to delete all information associated with the User’s account or anonymise the information. Findity has the right to keep any information required to contact the User or fulfil a contract with the User as long as it is considered necessary.

12  LIMITATION OF LIABILITY

12.1 The use of the Service is solely at the User’s own risk. Findity is not responsible for any direct or indirect damage, cost, loss or liability which may arise as a result of using the Service.

12.2 Findity is not responsible under any circumstances for damage exceeding half a price base amount according to the National Insurance Act (1962: 381).

12.3 Limitation of liability, as determined in paragraph 12, shall not affect the statutory rights the User is entitled to and which cannot be changed or waived by agreement.

13  GOVERNING LAW

The application and interpretation of these Terms shall be in accordance with Swedish law. The User hereby agrees that only Swedish law applies in disputes relating to the Service and these Terms and that any dispute shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. Confidentiality shall apply to the arbitration and arbitration ruling.

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