

# Flic Development Terms and Conditions

By accessing or using Shortcut Labs development material, development kits, technical documentation, or code examples, made available by Shortcut Labs, however accessed, or by releasing an application that supports Shortcut Labs products, you agree to be bound by these terms and conditions ("Flic Development Terms and Conditions"). These terms and conditions affect your legal rights and obligations. If you do not agree to be bound by all of these Flic Development Terms and Conditions, do not access or use the Service or the Shortcut Labs development material.

## 1 DEFINITIONS

*Shortcut Labs Products* shall mean the Flic product, the Powered by Flic product, and any other hardware products marketed and sold by Shortcut Labs.

*Your Solution* shall mean the solution, service or product that you implement and which incorporate Shortcut Labs Products.

*Service* shall mean the Shortcut Labs service, or any applications (including mobile applications) made available by Shortcut Labs.

*End User* shall mean the users and customers of the Your Solutions.

*Use Case* shall mean how the End User uses Your Solution.

## 2 BASIC TERMS

- 2.1 You may not distribute our development documentation to a third party.
- 2.2 You may only use the SDK with App credentials that you own and have been generated for that specific project.
- 2.3 If you suggest any improvements of the SDK to us and we adopt them, they become part of the platform used by everyone, and belong to Shortcut Labs, you will make no claims in this respect.
- 2.4 You must make sure that it is very clear that your app belongs to you and not to Shortcut Labs or flic. You are not allowed to use any Shortcut Labs or flic branding trademarks in any logo or graphics, unless it has been approved by us. Please contact us if you want to apply to use the flic logo in your branding.
- 2.5 We want you and others to enjoy flic. You cannot use the SDK to make any applications that are obscene, not compliant with laws and regulations, offensive or discriminatory or that infringe someone else's rights.

## 3 PRODUCT USAGE AND INDEMNITY

- 3.1 You are responsible for how the End User uses Shortcut Labs Products with Your Solutions, how this affects End Users, and the risks which the End Users are exposed

to due to the usage of Shortcut Labs Products with Your Solutions. You have the solely responsibility to determine if Shortcut Labs Products fulfils the End User needs for the intended Use Case.

- 3.2 You acknowledge and agrees that Shortcut Labs Products and Service are not manufactured, designed or authorized for use and shall not be used, sold for use, or incorporated into modules for use in any medical application or life support or safety equipment or any application where performance of the product (either by itself or in conjunction with other components) can result in personal injury or death. Any use or sale or incorporation into modules of Shortcut Labs products shall be fully at your own risk and you shall fully indemnify, defend and hold harmless Shortcut Labs from and against any and all resulting claims, losses, damages, awards and costs (including but not limited to legal fees) arising from such use, incorporation or sale (whether arising from negligence or otherwise).
- 3.3 You agree to NOT use Shortcut Labs Products, or to encourage your End Users to use Shortcut Labs Products, where Product Failure might lead to personal injuries, deaths, damage to or destruction of tangible property, or where Product Failure risks your or anyone else's personal health in any way.
- 3.4 You confirm that you are aware of and understand that Shortcut Labs Products will NOT function at all times and that Product Failure will occasionally occur. (For example, you confirm that you understand that using the Flic button will not always trigger your desired action or functionality.) This includes, but does not limited to, use of Shortcut Labs products in relation to health or safety.
- 3.5 You shall indemnify and hold harmless Shortcut Labs and any of its employees, directors, officers or agents from and against any claims, suits, losses, damages, liabilities, costs, and expenses (including attorneys' fees), in connection with any lawsuit brought against Shortcut Labs which are caused by, are related to, or arise out of usage or marketing of Shortcut Labs Products or Your solution, claims of Shortcut Labs Products liability or similar claim regarding the marketing, manufacturing, performance or design of Shortcut Labs Products or Your solution, including, but not limited to, any failure or alleged failure to warn of a hazard, defect, or alleged hazard or alleged defect of a Product, which results in personal injury, including death, or damage to or destruction of tangible personal property.
- 3.6 Shortcut Labs has no obligations to inform the End User regarding the usage, limitations or performance of Shortcut Labs Products. You have the responsibility to inform the End User about the usage of Shortcut Labs Products and is obligated to inform the End User about the limitations and performance of Shortcut Labs Products. This includes, but is not limited to, Use Cases where Product failure exposes the End User for any sort of risks (including, but not limited to, Use Cases related to health or safety).

#### **4 LIMITATION OF LIABILITY; WAIVER**

- 4.1 Under no circumstances will the Shortcut Labs parties be liable to you for any loss or damages of any kind (including, without limitation, for any direct, indirect, economic, exemplary, special, punitive, incidental or consequential losses or damages) that are directly or indirectly related to: (a) the Service; (b) your use of, inability to use, or the performance of the Service or Shortcut Labs Products; (c) any action taken in

connection with an investigation by the Shortcut Labs parties or law enforcement authorities regarding your or any other party's use of the service; (d) any action taken in connection with copyright or other intellectual property owners; (e) any errors or omissions in the service's operation; or (f) Product Failure. In no event will the Shortcut Labs parties be liable to you or anyone else for loss, damage or injury, including, without limitation, death or personal injury. In no event will the Shortcut Labs parties total liability to you for all damages, losses or causes of action exceed one hundred united states dollars (\$100.00).

## **5 GOVERNING LAW AND ARBITRATION**

- 5.1 These Flic Development Terms and Conditions shall be governed by and construed in accordance with Swedish law, except from its principles of choice of law.
- 5.2 Any dispute, controversy or claim arising out of or in connection with These Flic Development Terms and Conditions, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall be composed of three (3) arbitrators. The seat of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be English.
- 5.3 Any arbitration award shall be final and binding and may, if necessary, be enforced by any court or authority having jurisdiction. The arbitration award and the arbitration proceedings shall be governed by confidentiality.
- 5.4 You undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the written consent of Shortcut Labs hereto. In case These Flic Development Terms and Conditions or any part of it is assigned or transferred to a third party, such third party shall automatically be bound by the provisions of this arbitration clause.