

## Terms of Service

Welcome to Panprices! Panprices is brought to you by Panprices AB (referred to in these Terms as "we", "us", "our", and "Panprices"). We are a company incorporated in Sweden, with company number 559178-3450 and with a registered office at Östermalmsgatan 26A, 114 26 Stockholm.

These Terms & Conditions together with our [Privacy Policy](#) and [Cookie Policy](#) (collectively, the "Terms") govern your access to and use of Panprices' websites, mobile applications, and other platforms Panprices owns or controls and makes available to you (the "Services"), and any other linked pages or blogs, features, or applications offered from time to time by Panprices in connection therewith (collectively referred to as "Content"). Your access to and use of the Services is conditioned on your acceptance of and compliance with these Terms. By accessing or using the Services you agree to be bound by these Terms.

### Basic terms

You are solely responsible for your use of the Services and for any consequences thereof. You may use the Services only if you are at least 13 years of age (or if you are under 18 years old, but over 13 years old, with the consent and involvement of a parent or guardian) and are able to abide by and comply with these Terms, and are not a person barred from receiving the Services under the laws of Sweden or any other applicable jurisdiction. You may use the Services only in compliance with these Terms and all applicable local, county, national, and international laws, rules and regulations.

If you open an account on behalf of a company, organisation, or other entity, then: "you" includes you and that entity; and you represent and warrant that you are authorised on behalf of that entity to bind the entity to these Terms; and you agree to these Terms on the entity's behalf.

The Services that Panprices provides are always evolving and the form and nature of the Services that Panprices provides may change from time to time without prior notice to you. In addition, Panprices may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally and may not be able to provide you with prior notice. Panprices retains the right to create limits on use and storage at its sole discretion at any time without prior notice or any liability to you.

The Services may include advertisements, which may be targeted to the Content or information on the Services, queries made through the Services, or other information. The types and extent of advertising by Panprices on the Services are subject to change.

### Buying (a) product(s) through Panprices

Panprices is a shopping service that makes it simple and secure to purchase products from abroad. Panprices helps you discover the best offers for the product(s) you are looking for and, at the same time, is a brokerage service ("Panprices Checkout") to purchase product(s) directly, so you don't have to deal with the hassle of browsing on third-party websites. By choosing Panprices Checkout service, you give the right to Panprices to purchase (a) product(s) on your behalf as well as to handle all communication with the listed sellers.

### **a) Buying on a third-party merchant website**

For most products, you have the option to purchase your product(s) at a third-party merchant (the "third-party merchant(s)") by clicking on the provided link. You get redirected to the respective seller and leave the Panprices website. There is no indication or implication that a formal or legal agreement stands between Panprices and the third-party merchant. Panprices does not own or can control or is responsible for any of the contents provided on a third-party merchant's website. The third-party merchant may ask you to provide further personal details, which are likely to include your billing and delivery address, and payment details. The personal details you enter on these merchants' websites will be collected, stored, and processed in accordance with the terms and conditions and privacy policy of these websites. You should read and accept the terms and conditions, privacy policies, and cookie policies of the merchants' website before purchasing your product(s) from them. Panprices is not responsible for the terms and conditions, privacy policies of and/or practices on other sites and is not involved in the fulfilment of orders placed outside of Panprices' website. The merchants are solely responsible for any and all issues related to the product(s) and services offered on their websites, including but not limited to issues arising from the processing of your transactions on the merchants' websites. Panprices is only responsible for personal information collected on the Services. Please see our [Privacy Policy](#) and [Cookie Policy](#) for further information.

Product information has been gathered by consulting different sources. The aim is that the information on Panprices is as accurate as possible. Despite this, we cannot fully guarantee the accuracy of this information including, but not limited to, product images, product titles, product descriptions, product versions, products sold in bundles, or corresponding prices. You are therefore advised to conduct your own due diligence prior to purchasing from third-party merchants in order to ensure the accuracy of product and pricing information. Panprices cannot be held responsible for any actions taken based on this information and cannot make any guarantees that the information is correct. Third-party merchants listed on Panprices are independent third parties and Panprices is not acting as their principal, agent, or broker. Panprices cannot be held liable for any sort of loss or damage of any sort incurred as the result of any interaction with third-party merchants. You are responsible for transmitting all payments in accordance with the terms agreed with any third-party provider or distributor. Panprices cannot be held responsible for the transmission of funds to any third-party on the third-party merchant website.

### **b) Buying through Panprices Checkout**

We operate a Panprices Checkout service (the "Checkout"), allowing you to order (a) product(s) on Panprices website directly without having to go to the sellers' (the "seller(s)") website. You agree to Panprices being your broker that buys (a) product(s) at the listed price (the "checkout price") on your behalf and handles all communication with the seller(s) for you. You do not immediately enter into an agreement with any specific seller at the time of checking out at Panprices, but only after Panprices has concluded the purchase with a seller on your behalf. When buying the product(s), Panprices shall follow the conditions and clauses stipulated by this agreement. You will not be obligated to pay any additional funds to the seller(s) directly. Once you have checked out, Panprices will attempt to purchase the product(s) from a seller at the given price. With Panprices placing the order on your behalf, you enter into a direct agreement with the seller. In case of smaller fluctuation of the seller's price, the checkout price may not be affected. However, in case of the seller's price fluctuating to the extent that Panprices is not able to complete the purchase below the checkout price and within the bounds of this agreement or if a product is temporarily out of stock, no obligation of Panprices to purchase the product(s) at the checkout price or to purchase the product(s) at all will arise. In such an event, Panprices will contact you and (i)

transfer the money back to your account within five to ten business days or cancel any unpaid invoices or (ii) ask you to pay the price difference and in case you agree, Panprices shall complete the purchase at the seller on your behalf or (iii) if the product is out of stock, Panprices shall offer you the next best price from another seller which you can accept by paying the price difference and Panprices shall complete the purchase at the seller on your behalf. No obligation to fulfil your order will arise for Panprices if a product is out of stock. Panprices cannot be held responsible for price fluctuations or availability and conducting a checkout at Panprices at a given price does not entitle you to claim any damages or losses related to Panprices not being able to conduct a transaction at the agreed-upon price. Panprices is not obligated to fulfil your order in case purchasing a product on your behalf would result in a loss for Panprices due to price fluctuation or other causes.

In order to process your order, we will need to share your personal data and shipping details with the respective sellers from whom we purchase the product(s) on your behalf via our secure systems. The sellers are solely responsible for their use of your personal data and shipping details once we share the data with them. The personal data, shipping details, and payment details you provide to us will be collected, stored, and processed in accordance with our [Privacy Policy](#) and [Cookie Policy](#). The sellers from whom we purchase on your behalf are responsible for the data processed via them in accordance with their respective privacy and cookies policies.

Your credit card or payment details will not be passed on to Panprices nor to the sellers from whom we purchase the product(s) on your behalf but your billing information will be shared in order to complete the transaction. In order to place an order via our Checkout, you will need to accept terms and conditions of the respective payment provider. Please make sure that you carefully review their full terms and conditions before completing a transaction in the Checkout. All payments are handled by Adyen.

Please note that Panprices has no responsibility for the fulfilment of your order, regardless of how you purchase your product(s) through Panprices. The delivery and quality of your product(s) are the responsibility of the seller(s). Panprices cannot be held accountable for delays, delivery of wrong or faulty product(s). Regardless of Panprices not being the seller of the product(s), Panprices shall be your point of contact. You shall contact Panprices directly in respect to any queries regarding the delivery, refund, exchange, repair, disputes, or return of the product(s) you purchase. Panprices is responsible to communicate and negotiate with the seller(s) on your behalf in case of a conflict between you and the seller(s) and shall act in your best interest. In case of any conflicts, Panprices shall update you about the recent developments and you have the right to request information about the current status of your order or dispute. You have the right to handle communication with the seller(s) directly, if you choose to do so.

#### **i. Cancellation**

You are allowed to cancel your order within 24 hours of placement at Panprices. After 24 hours, you no longer have the right to cancel any order placed directly through Panprices Checkout free of charge. Due to Panprices not being the seller of the product(s), we have no influence on the seller's cancellation policies and cannot guarantee that cancellation is possible after 24 hours. Panprices is not responsible for any cost associated with you missing the deadline of cancellation. In certain cases, cancellation might still be possible free of charge after 24 hours depending on the seller's policies. If you want to cancel your order after 24 hours you can reach out to us via [support@panprices.com](mailto:support@panprices.com) as soon as possible and we can assess whether a cancellation is still possible free of charge or for a fee. Panprices has the right to refuse any cancellation request after 24 hours and has no obligation to cancel your order after that. In case a delayed cancellation is still possible, additional costs may arise which need to be covered by you.

Panprices does not cover any cost associated with a cancellation request after 24 hours. If a cancellation is no longer possible, you have the right to return your product instead after it has been delivered according to Swedish Consumer Law and as stipulated in section “ii. Returns” below.

## **ii. Returns**

### **(a) Regular returns**

If you want to return a product, you may do so up to 14 days after your order has been delivered. Return requests have to be sent to [support@panprices.com](mailto:support@panprices.com). In order to qualify for a return, the product needs to be in new condition, in the original box, and all accessories and manuals need to be included. All types of headphones can only be returned if the box is still sealed. You do not have the right to return headphones if the sealed box was opened. Note that the service fee is non-refundable and will automatically be deducted from your refund. Panprices may decide to refund the service fee in some cases for goodwill purposes. Return policies may vary depending on the seller. For more details on the return policies of specific sellers, please reach out to [support@panprices.com](mailto:support@panprices.com). After a return has been requested, Panprices will provide you with the return address of the seller and all necessary information. Panprices does not accept returns to their office address. Please note that in case of a return, you are responsible for paying the shipping costs and organising the return of the product(s) to the seller(s). Any costs associated with the return of a product need to be covered by you, this may include but is not limited to shipping cost to send the product(s) back to the seller(s), within and outside of the EU, and additional handling fees may be charged by the seller(s). Any additional costs charged by the seller(s) and in all cases Panprices’ service fee will be deducted directly from your refund.

### **(b) Wrong or faulty products at delivery**

You shall notify Panprices immediately of defective, missing, or damaged products, without delay, but within five days of delivery. You are obligated to check your product(s) for their functionality and that all product(s) and accessories are included in the box in a new condition immediately after delivery. If you notice damage to the product box we urge you to take pictures before opening the box for checking the condition of the product itself. Panprices is not responsible for you not checking your product(s) in the set time or any costs arising or damages in relation to it. Please send sufficient documentation and pictures of the wrong or faulty product to [support@panprices.com](mailto:support@panprices.com) and make sure to state your order number when you do so. In most cases you will have to send back your product(s) to the seller for inspection. Panprices will provide you with the return address of the seller and all necessary information. The seller will inspect the product(s) and has to repair the product(s) or send you a replacement, within 60 days of notification. In accordance with Swedish Consumer Law the seller has the right to rectify their error before they need to issue a refund. If the seller is not able to repair the product or send a replacement, you have the right to a refund. Panprices cannot be held accountable and is not liable for any loss or damages in connection with a wrong or faulty product. For more information, read our [Panprices Guarantee](#).

### **(c) Warranty**

The warranty of a product may vary depending on the seller and type of product. The warranty policies for a specific product and seller can be requested from Panprices via [support@panprices.com](mailto:support@panprices.com).

## **iii. Refunds**

Refunds will be paid out in five to ten working days after the refund is confirmed by the seller depending on the payment method. The refund amount can only be confirmed after the product has arrived at the seller and passed their quality check. The money will be refunded via the same payment method that was chosen at Checkout. Panprices reserves the right to deduct their service fee from the refund in case of a regular return and make additional deductions from the refund in case the requirements from the seller are not met and/or if additional handling fees are charged by the seller. For more details on the refund policies of specific sellers, please reach out to [support@panprices.com](mailto:support@panprices.com).

## Payments

Payments can be made with any payment option accepted by the seller if you are purchasing directly through a seller's website. You will be asked to enter your shipping, billing, and payment details in order to purchase the product(s) from the seller.

Payments made on Panprices via our Checkout service will be processed by Adyen. The available payment options at Checkout may vary depending on the market. Panprices reserves the right to discontinue any payment option without prior notice.

### **(a) Purchases made with Panprices Checkout**

When you pay for the product(s) via our Panprices Checkout service, Panprices will pass all relevant customer personal information (to include shipping information but not your payment details), to the relevant seller(s). Payment details you provide to us will be collected, stored, and processed in accordance with our [Privacy Policy](#) and [Cookie Policy](#). We use an encrypted secure system whereby your payment details are collected and stored by our third-party payment processing partner Adyen. Neither we nor the seller(s) see or hold your payment details at any time, as your payment details are submitted via the respective payment providers available at Panprices via a hosted field encrypted system. Adyen then assigns each customer an internal ID code and this is used for processing payments and refunds, so your payment details are never shared.

Your credit/debit card receipt or invoice will show the name "Panprices", regardless of how many products you have purchased. Your email confirmation/receipt will show the individual purchase to which the payment relates. For the avoidance of doubt, you will be directly contracting with the seller for the sale and supply of the product(s) when Panprices places an order at the seller on your behalf.

For transactions made via the Panprices Checkout, we use third-party payment providers such as Klarna, Trustly, or Swish among others. When placing an order on Panprices via the Checkout you will need to accept the payment provider's terms and conditions. Please make sure that you carefully review their full terms and conditions before completing a transaction on our Checkout service. When you place an order via the Panprices Checkout the respective payment provider will process the payment and your billing information. All billing and customer information transmitted by Panprices will be fully encrypted and only used to process transactions which you have initiated.

Payments made with Panprices Checkout services are bound by the provisions set forth in these Terms. By accepting these Terms, you agree that Panprices is the lawful owner of the payment claim for the whole amount paid and has the right to transfer this payment claim to any legal or personal entity.

## **b) Storage of your information**

If you are a Panprices member, your shipping and billing details will be stored in accordance with our [Privacy Policy](#) and [Cookie Policy](#) and the Services will remember your shipping and billing details the next time you go to purchase (a) product(s) via Panprices Checkout service. If you are not a Panprices member, you may be required to enter your shipping, payment, and billing details each time you purchase (a) product(s).

For transactions made via our Panprices Checkout, we use a third-party payment process provider and neither Panprices nor sellers ever see or hold your payment details. All billing and customer information transmitted by Panprices will be fully encrypted and only used to process card transactions which you have initiated.

Payment and card information will be provided directly to the payment provider at Checkout and will be subject to the relevant terms and conditions. The payment provider may require you, or give you the option, to store your billing and payment information at the Checkout stage. Any storage of payment details by the payment provider will be governed by the payment provider's terms and conditions.

## **c) General information about online payments**

When paying for (a) product(s), you will need to follow instructions on the relevant Checkout page. All credit/debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to authorise payment, we will not be liable for any delay or non-delivery.

We take reasonable care to make our site secure. Payment information and customer information are not stored together. All billing and customer information transmitted by Panprices will be fully encrypted and only used to process card transactions which you have initiated. Please note, however, that we are not responsible, and have no liability, for transactions made on third-party merchant or seller websites.

Furthermore, we take reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part, we are not liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering through the Services.

## **Accessing the services**

Access to the Services is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services without prior notice. We will not be liable if for any reason the Services are unavailable at any time or for any period. We reserve the right to modify, restrict access, or terminate access to the Services at any time.

From time to time, we may restrict access to some or all parts of our Services.

You are responsible for making all arrangements necessary for you to have access to Services. You are also responsible for ensuring that all persons who access Services through your internet connection are aware of these Terms and that they comply with them.

## Your rights

Panprices gives you a personal, worldwide, royalty-free, revocable, non-sublicensable, non-assignable and non-exclusive licence to use the Services (which will include future updates made available to you from time to time provided that you understand that such updates may be subject to additional terms notified to you at the time that such update is made available), subject to these Terms. This licence is for the sole purpose of enabling you to use the benefit of the Services as provided by Panprices, in the manner permitted by these Terms.

The rights in the Service are licensed, not sold to you. Except to the extent permitted by applicable law, you may not copy, reproduce, republish, disassemble, decompile, reverse engineer, adapt, alter, edit, re-position, rebrand, change, distribute, lend, hire, sub-license, rent, or make a derivative work from the software in the Services.

## Panprices rights

All rights (including copyright, trademarks and other intellectual property rights), title, and interest in and to the Services and the Content including but not limited to all information, data, text, maps, graphics, the "look and feel", logos, icons, trademarks, images, video clips, sound clips, editorial content, notices, data compilations, page layout, selection, or arrangement of the contents of the Services, and the underlying code and software in the Services are and will remain the exclusive property of Panprices and its licensors. The Services are protected by copyright, trademark, and other laws and treaties around the world. All such rights in the Services, Content (excluding Content provided by users of the Services) and related material are reserved.

The Panprices logo is owned by us and cannot be used without our prior written consent. Nothing in the Terms gives you a right to use the Panprices name or any of the Panprices trademarks, logos, domain names, and other distinctive brand features. Any feedback, comments, or suggestions you may provide regarding Panprices or the Services is entirely voluntary and Panprices will be free to use such feedback, comments or suggestions as it sees fit and without any obligation to you.

You may print off one copy and may download extracts, of any page(s) from our Services for your personal reference and you may draw the attention of others within your organisation to material posted on our Services. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video, or audio sequences or any graphics separately from any accompanying text.

You must not copy any part of the Content, with a view to creating or compiling any form of collection, compilation, directory or database unless we provide you with our prior express written consent to do so.

If you copy or download any part of the Services or Content in breach of these Terms, your right to use the Services will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## Restrictions on content and use of the services

You shall not use the Services:

- a) in any way that violates any local, national, or other laws or regulations or any order of a court in any relevant jurisdiction;
- b) for any purpose that is not permitted by these Terms;
- c) in any way that infringes the rights of any person or entity, including their copyright, trademark, or other intellectual property rights, or other privacy or contractual rights;
- d) to distribute advertisements of any kind or post or otherwise communicate any false or misleading material or message of any kind;
- e) in any way that intentionally or unintentionally harasses, annoys, threatens, or intimidates any other user;
- f) in any way that promotes or incites, whether intentionally or unintentionally, racism, bigotry, hatred, or physical harm of any kind;
- g) in any way that is abusive, defamatory, inaccurate, obscene, offensive, objectionable, or sexually explicit;
- h) to promote illegal or unlawful activities or in any way which may lead to the encouragement, procurement or carrying out of any unlawful or criminal activity or which may cause any harm, distress or inconvenience to any person;
- i) to access, tamper with, cause damage to, or use non-public areas of the Services, Panprices' computer systems, servers, or equipment or the technical delivery systems of Panprices' providers;
- j) to access or attempt to access any data of other users of the Services or to penetrate any of the security measures relating to the Services, or to probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;
- k) in any way that intentionally or unintentionally deceives, defrauds, or swindles any other user;
- l) to introduce any malware, virus, or other harmful software programs that intentionally or unintentionally damages or interferes with the operation of the Services, including but not limited to cancelbots, denial of service attacks, time-bombs, worms, Trojan horses, viruses, or any other maleficent software or hardware;
- m) interfere with, or disrupt, (or attempt to do so), the access of any user, host, or network including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services.
- n) for commercial purposes other than as expressly permitted in these Terms;



- o) to bypass measures used to prevent or restrict access to the Services;
- p) to solicit or provide unlawful services;
- q) to harvest or otherwise collect information about others without their consent;
- r) to gain unauthorised access to the Services, the server on which the Services is stored or any server, computer, or database connected to the Services;
- s) to forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive, or false source-identifying information;
- t) to scrape, crawl or spider or otherwise use the Services or any Content for phishing, spamming, trolling, or any unauthorised (commercial) purpose; or
- u) to promote or support or solicit involvement in any political platform or cause, religion (recognised as organised or unorganised), cult, or sect of any kind.

Panprices reserves the right at all times (but will not have an obligation) to remove or refuse to distribute any Content on the Services and to terminate users. Panprices also reserves the right to access, read, preserve, or disclose any information as it reasonably believes is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request; (ii) enforce the Terms, including investigation of potential violations hereof; (iii) detect, prevent, or otherwise address fraud, security, or technical issues, (iv) respond to user support requests, or; (v) protect the rights, property or safety of Panprices, its users, and the public.

While we will do what we can to protect the security of your account, we cannot guarantee that unauthorised third parties will not be able to defeat our security measures. Please notify us immediately of any compromise or unauthorized use of your account.

## **The services are available "As-is"**

Your access to and use of the Services or any Content is at your own risk. You understand and agree that the Services are provided to you on an "As Is" and "As Available" basis.

Panprices makes no warranty and disclaims all responsibility and liability for the completeness, accuracy, availability, functionality, compatibility, freedom from defects, timeliness, security, performance, availability, or reliability of the Services or any content thereon. Panprices will not be responsible or liable for any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services, or any Content. You also agree that Panprices has no responsibility or liability for the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services. Panprices makes no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from Panprices or through the Services, will create any warranty not expressly made herein.

We do not provide any warranty or representation that the Services are free from infection by viruses or anything else that has contaminating or destructive properties. You use the Services at your own discretion and risk and you will be solely responsible for any damage to your computer, mobile device, or

network that results from your use of the Services. We will not be liable to you for any loss or damage caused by a distributed denial-of-service attack, viruses, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of the Services or to your downloading of any Content posted on it, or on any website or application linked to it.

We are not liable to you for any inability to access the Services at any time, for any reason (including but not limited to any planned or unplanned downtime, or any outages on networks (including mobile networks) or when you are not in an area supported by mobile coverage).

## **Limitation of liability**

**This section of the terms is important and you should read it carefully.**

To the maximum extent permitted by applicable law, Panprices and its subsidiaries, affiliates, officers, employees, agents, partners, and licensors will not be liable for any:

- a) loss of profits, sales, or contracts;
- b) loss of income or revenue;
- c) loss of business opportunity or goodwill or reputation;
- d) loss or corruption of data or information;
- e) loss of anticipated savings;
- f) wasted management or office time; or
- g) any indirect, incidental, special, consequential, or punitive damages,

Arising from or in any way connected to:

- a) your access to or use of the services;
- b) your delay in using, or inability to access or use the services;
- c) the fulfilment of your orders once we have placed an order with a seller on your behalf, including but not limited to the delivery, delay, exchange, return, or refund of the product(s) we have purchased from sellers on your behalf or that you have purchased directly;
- d) any conduct or content of any third party on the services, including without limitation, any defamatory, offensive, or illegal conduct of other users or third parties;
- e) use of any content, information, product(s), or services obtained through the services; or
- f) unauthorised access, use, or alteration of your transmissions

Whether based on warranty, contract or tort (including negligence) or otherwise, even if we have been advised of the possibility of loss or damages.

Notwithstanding the exclusions set out in these terms, if we are found to be liable to you, our total aggregate liability to you (whether in contract, tort, negligence, strict liability in statute or otherwise) for all and any damages, losses or causes of action arising, by reason or in connection with your use of the services, shall be limited to 1 000 SEK.

Nothing in these terms shall affect your statutory rights as a consumer or limit or exclude our liability for personal injury or death caused by our negligence or fraudulent misrepresentation or any other liability which cannot be excluded or limited under law.

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control.

We cannot be held responsible for any damages, including but not limited to physical injuries, death, fires, water or electrical damages, destruction of other valuable items or similar, caused by the product(s) or a malfunction of any of the product(s) you have bought through Panprices. Do not use any product you suspect is malfunctioning or in any other way broken or damaged.

## Your liability

**This section of the terms is important and you should read it carefully.**

You shall indemnify us and keep us fully indemnified on demand from and against all liabilities, costs, expenses, damages and losses, legal costs (calculated on a full indemnity basis), and all other reasonable professional costs (including costs of defence of claims, suits, or proceedings brought by third parties) and expenses suffered or incurred by us arising out of or in connection with your use of the services, the content, your breach of these terms, and/or as a result of your violation of these terms and/or as a result of your violation of any applicable laws or regulations.

## Termination

We reserve the unconditional right to suspend, withdraw, terminate, amend, or restrict access to some parts of the Services, or to the Services entirely, to you at any time immediately without notice for any reason, including (without limitation) in circumstances where;

- a) we have reasonable grounds to suspect unauthorised or fraudulent use of the Services;
- b) we reasonably suspect that you have not complied with these Terms; or
- c) we reasonably suspect a breach of confidentiality or infringement of our intellectual property rights by you or a third party;

and to the maximum extent permitted by the law, we expressly exclude all relevant conditions, warranties of any kind (either express or implied) and other terms which might otherwise be implied by statute,

common law or the law of equity in relation to any liability that you may claim we owe to you in respect of such suspension, withdrawal, or amendment.

On termination of these Terms (for whatever reason) all licences and rights granted to you in relation to the Services shall immediately come to an end.

## **Waiver and severability**

The failure of Panprices to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, the remaining provisions of these Terms will remain in full force and effect.

## **Entire agreement**

These Terms are the entire and exclusive agreement between Panprices and you regarding the Services (excluding any services for which you have a separate agreement with Panprices that is explicitly in addition or in place of these Terms), and these Terms supersede and replace any prior agreements between Panprices and you regarding the Services. No other person or company will be third-party beneficiaries to the Terms.

You acknowledge that you have not, in agreeing to these Terms, relied on any representation, warranty, or undertaking not expressly incorporated in them.

If any provision of these Terms is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

If a dispute arises between you and us, we strongly encourage you to first contact us directly to seek a resolution at the address given below or via email at [info@panprices.com](mailto:info@panprices.com). We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

Any failure by us to exercise any right or remedy under these Terms does not constitute a waiver of that right or remedy.

The Services licensed personally to you and you may not assign, license, sub-license, or transfer any right or obligation of these Terms to any third party.

We may transfer any of our rights or obligations under these Terms to any third party but if we do so we will ensure that any company to whom we transfer our rights or obligations will continue to honour your rights under them.

Nothing in these Terms shall be deemed to constitute a partnership between the parties nor constitute either party the agent or employee of the other for any purpose.

Panprices may revise these Terms from time to time. If the revision, in Panprices' sole discretion, is material Panprices will notify you via an email to the email associated with your account. By continuing to

access or the Services after those revisions become effective, you agree to be bound by the revised Terms.

These Services are operated and provided by Panprices at Östermalmsgatan 26A, 114 26 Stockholm. If you have any questions about these Terms, please contact us on [info@panprices.com](mailto:info@panprices.com).

This Agreement has been drawn up in the English language. In case of discrepancies between the English text version of this Agreement and any translation, the English version shall prevail.