

TERMS AND CONDITIONS

Definitions:

Visitors (not logged in): can see general information about companies and their diaries. They can read about Flipday, our news, see events.

Companies - see their own financial info at any time and add new information

Investors (logged in visitor) - can follow crowdfunding campaigns, including financial information.

Campaign: Investmentprocess

1. Introduction

These Website Terms And Conditions (these “Terms” or these “Website Standard Terms And Conditions”) contained herein on this webpage, shall govern your use of this website, including all pages within this website (collectively referred to herein below as this “Website”). These Terms apply in full force and effect to your use of this Website and by using this Website, you expressly accept all terms and conditions contained herein in full. You must not use this Website, if you have any objection to any of these Website Standard Terms And Conditions. This Website is not for use by any minors (defined as those who are not at least 18 years of age), and you must not use this Website if you are a minor.

2. Users

There are three types of users on the Website: (1) A “Company” is a Swedish Aktiebolag or enterprise, governed by the Swedish Companies Act (2005: 551). (2) Logged in visitor - “investor” is a person who is interested in making investment in companies on the platform. (3) A visitor acquires public information without registration. Users are in this document referred to as “You”.

3. Intellectual Property Rights.

Other than content you own, which you may have opted to include on this Website, under these Terms, Flipday and/or its licensors own all rights to the intellectual property and material contained in this Website, and all such rights are reserved. You are granted a limited license only, subject to the restrictions provided in these Terms, for purposes of viewing the material contained on this Website.

4. Restrictions.

You are expressly and emphatically restricted from all of the following:

1. publishing any Website material in any media;
2. selling, sublicensing and/or otherwise commercializing any Website material;
3. publicly performing and/or showing any Website material;
4. using this Website in any way that is, or may be, damaging to this Website;
5. using this Website in any way that impacts user access to this Website;
6. using this Website contrary to applicable laws and regulations, or in a way that causes, or may cause, harm to the Website, or to any person or business entity;
7. engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website, or while using this Website;
8. using this Website to engage in any advertising or marketing;

Certain areas of this Website are restricted from access by you and Flipday may further restrict access by you to any areas of this Website, at any time, in its sole and absolute discretion. Any user ID and password you may have for this Website are confidential and you must maintain confidentiality of such information.

5. Your Content.

In these Website Standard Terms And Conditions, “Your Content” shall mean any audio, video, text, images or other material you choose to display on this Website. With respect to Your Content, by displaying it, you grant Flipday a non-exclusive, worldwide, irrevocable, royalty-free, sublicensable license to use, reproduce, adapt, publish, translate and distribute it in any and all media. The exception to this rule is content the company discloses to Flipday as confidential. This content may be published on the Website but will be not shared further on the initiative by Flipday AB.

Your Content must be your own and must not be infringing on any third party’s rights. Flipday reserves the right to remove any of Your Content from this Website at any time, and for any reason, without notice.

Your content must be true and not be damaging to the website. Examples of damaging content is viruses, corrupted data, malicious software or other code/programs that may harm computers or other property.

It is the responsibility of you to make sure all content concerning your company is up to date at all times.

6. No Warranties.

This Website is provided “as is,” with all faults, and Flipday makes no express or implied representations or warranties, of any kind related to this Website or the materials contained on this Website. Additionally, nothing contained on this Website shall be construed as providing consult or advice to you.

7. Limitation of Liability.

In no event shall Flipday, nor any of its officers, directors and employees, be liable to you or a third party for anything arising out of or in any way connected with your use of this Website, whether such liability is under contract, tort or otherwise, and Flipday, including its officers, directors and employees shall not be liable for any indirect, consequential or special liability arising out of or in any way related to your use of this Website.

8. Indemnification.

Flipday is not responsible for costs, liabilities, demands, causes of action, damages and expenses (including reasonable attorney's fees) arising out of or in any way related to your breach of any of the provisions of these Terms.

9. Severability.

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

10. Variation of Terms.

Flipday is permitted to revise these Terms at any time as it sees fit, and by using this Website you are expected to review such Terms on a regular basis to ensure you understand all terms and conditions governing use of this Website. This paragraph is not applicable to active campaigns.

11. Assignment.

Flipday shall be permitted to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification or consent required. However, you shall not be permitted to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

12. Entire Agreement.

These Terms, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between Flipday and you in relation to your use of this Website, and supersede all prior agreements and understandings with respect to the same.

13. Cookies

We employ the use of cookies. By using [Flipday's](#) website you consent to the use of cookies in accordance with Flipday's privacy policy.

Most of the modern day interactive web sites use cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate / advertising partners may also use cookies.

14. Reservation of Rights

We reserve the right at any time and in its sole discretion to request that you remove all links or any particular link to our Website. You agree to immediately remove all links to our Website upon such request. We also reserve the right to amend these terms and conditions and its linking policy at any time. By continuing to link to our Website, you agree to be bound to and abide by these linking terms and conditions.

The information provided on the website is self reported from the users of the site. The information is not controlled by Flipday.

Flipday is collecting information about companies. This information can in several ways be manipulated by any person, both internally in the company and externally. We advice you to be critical about the information provided on this Website concerning the information. For instance, a person could by traffic from a third party in order to manipulate the visitors metrics on a specific site that has a current campaign on Flipday.

15. Equity Crowdfunding

Flipday is a platform for Equity Crowdfunding. Companies can use the website to collect contact information to investors that are interested in investing in their company. The only thing that Flipday is offering as a platform is collecting interest from a network of investors. Flipday is not guiding investment decisions or collecting funds from investors. This is the responsibility of the company.

16. Investment Advice

Flipday is not offering investment advice. All content related to investments are to be seen as inspiration for the user to, on their own terms, make better investment decisions.

17. Pricing

For information about pricing concerning crowdfunding: contact info@flipday.se

18. Security and Protection

Investing in startups is very risky. You should never invest capital that you are not okay with losing. Even the most experienced investors in the world make bad investments because of the

unpredictability of new ventures. We simply do not know what will happen in the future. By registering an account on the Website you also agree with the potentiality that you will lose all your investment in the worst case scenario and that Flipday is in no way responsible for such events.

19. The Due Diligence Questionnaire

The due diligence questionnaire is a set of questions that we ask the companies that are planning on making a crowdfunding through the site.

20. Campaign

Companies can register on the website. When they do so, they can specify whether they are seeking capital or not. If a company is currently looking for investment, the company can apply for setting up a crowdfunding campaign.

In order to be presented in the invest section of the web site, the company needs to present data so that investors are able to analyze the company. The data required is the following:

1. conditions for the campaign.
2. deadline for phase 1 and 2 of the campaign
3. the minimum and maximum level of capital needed for the issuance of new shares to be carried through
4. articles of Association.
5. shareholder's agreements
6. annual report
7. answers to the Due Diligence Questionnaire.
8. terms for the issuance of new shares in accordance with Companies Act (2005:551). See 13:4.
9. Valuation (provided by the company)
10. pitch
11. a written statement about the company's communication policy concerning reports to shareholders after successful investment.

21. After Campaign

After the campaign, the company will receive a document from the Website where all the investors that are interested in investing in the company are presented. In order for the investor to supply their name to such lists, they need to mark a checkbox that they understand that the investment is highly risky and that it is within the limits of their current financial budget. It is then the company's responsibility to carry out the issuance of new shares in a way that is applicable with the Companies Act (2005:551).

After the issuance of shares are complete, the company has to request an account statement from their bank presenting all transaction on the equity account sent directly from the bank to Flipday office. The fee will be calculated by multiplying the total amount in the new issuance of shares with the fee that Flipday is charging for the service (see point 17 Pricing).

22. Flipday Services

Flipday offers consultancy services to ease the administrative burden on the companies that are crowdfunding on the Website.

Flipday can help with sending emails and reminders to the investors that have showed interest in the company's business proposal. In such cases, Flipday is not responsible for setting up the account at which the equity for the new shares is deposited. Flipday's role in such cases is to remind the shareholders that they need to deposit money to the account for new issuance.

23. Performance Measurement

Flipday will provide a service that company's can share data about their business, including but not limited to, revenue, profit, amount of users, user retention and more.

This data is self disclosed by the companies that are using Flipday. Meaning that Flipday do not assure the correctness of such data.

24. Finance Inspectorate

Flipday does not have any surveillance from the Swedish Finance Inspectorate.

25. Governing Law & Jurisdiction.

These terms will be governed by and construed in accordance with the laws of the Country of Sweden, and you submit to the non-exclusive jurisdiction of the courts located in Sweden for the resolution of any disputes.