

## SLEEP CYCLE GENERAL TERMS AND CONDITIONS FOR APPLICATIONS

### 1. INTRODUCTION

- 1.1 These general terms and conditions (collectively these “**Terms**”) constitute the agreement between you and Sleep Cycle AB (“**Sleep Cycle**”, “**we**” or “**us**”) and apply to your access to and use of Sleep Cycle’s mobile applications and related services (the “**Applications**”).
- 1.2 By downloading any of the Applications, you acknowledge that you have read, understood and agree to be bound by these Terms. If you do not agree to these Terms, do not use the Applications.
- 1.3 We reserve the right to, from time to time and at our sole discretion, amend these Terms with thirty (30) days prior notice. You will be deemed to have accepted any such amendments upon your continued use of any of the Applications after publication of the amended Terms. You may terminate your user account at any time if you do not wish to continue using the Applications under the amended Terms.
- 1.4 You may only use the Applications if you are; (i) sixteen (17) years of age; (ii) able to enter into a binding agreement with us under applicable law; (iii) not barred from using the Applications under applicable law; and (iv) residing in a country where the Applications are available.
- 1.5 When you access and use the Applications, we collect and process personal data from you. All processing of personal data is carried out in accordance with our Privacy Policy. We use cookies as part of the Applications. The use of cookies is carried out in accordance with our Cookie Policy

### 2. SLEEP CYCLE’S PROVISION OF THE APPLICATIONS

- 2.1 Sleep Cycle shall use reasonable care and skill in providing the Applications and will strive to ensure that the Applications will be available, accessible and reliable. However, to the extent not prohibited by law, we shall not under any circumstances be held liable to you if the Applications should be unavailable, inaccessible or interrupted.
- 2.2 Sleep Cycle reserves the right, at any time and at its own discretion, to make any change or addition to or replacement of any part of the Applications for important operational reasons, including but not limited to adapting the Applications to a new technical environment or an increased number of users. We will use reasonable endeavors not to materially detract from, reduce or impair the overall quality of the Applications. For the avoidance of doubt, this Section 2.2 does not limit or restrict your consumer rights under applicable mandatory law.
- 2.3 The Applications may include data and software from third parties. In case any third party terms and conditions are applicable in respect of your use of such data or software, you acknowledge and agree that you are bound by such third party terms and conditions, and agree to comply with them.

### 3. SPECIFIC TERMS REGARDING THE SLEEP CYCLE KIDS APPLICATION

The Sleep Cycle Kids Application is one of the Applications offered by us, which is governed by these Terms. The Sleep Cycle Kids Application offers certain sleep tracking functionalities through which parents and other guardians can monitor sleep events of children. The Application is not for use by children, and you undertake not to let any person under the age of 17 use the Application. Further, you undertake to only use the functionalities provided through the Application in relation to your own children or dependents. Any breach of the terms of this Section 3 is deemed a material breach of these Terms, and we will immediately suspend your account and terminate these Terms if it comes to our attention that you have used the Sleep Cycle Kids Application in breach of this Section 3.

### 4. YOUR USE OF THE APPLICATIONS

- 4.1 In order to use the Applications, you need to create a personal account. You are entirely responsible for providing up to date information and

for maintaining confidentiality of the information you provide in connection with the creation of your account. Your username and password are for your personal use only. You undertake to keep your account password strictly confidential and not allow anyone else to use your account.

- 4.2 You hereby warrant and represent that:

- (a) you will notify us immediately if you believe that your password has been compromised, or if you believe the security of the Applications has been compromised.
- (b) you are responsible for all actions and activities that are conducted through your account and for all activities taken while using the Applications.
- (c) you will not access, or attempt to access, any information that you have not been authorised to access; and
- (d) you are solely responsible for information that you upload or submit to us.

- 4.3 You agree not to use the Applications:

- (a) to upload any information that you do not have the right to upload;
- (b) in any unlawful manner, for any unlawful or criminal purpose, in any manner inconsistent with these Terms, or in any other manner that create damage or inconvenience to any third party;
- (c) in a way that conflicts applicable laws or regulations, including but not limited to laws on intellectual property rights
- (d) in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users, or restrict or inhibit any other users from using the Applications (including by hacking the Applications); or
- (e) in a way that may result in the Applications being damaged, disabled, disrupted or in any other way impaired and that viruses, worms, malware, spyware, Trojan horses or other malicious code or programs that may damage the operation are introduced in the Applications.

- 4.4 In addition to any other user restrictions as provided for under these Terms and except as expressly permitted under these Terms, you shall not:

- (a) copy, reproduce, republish, reuse, upload, post, transmit or distribute any content presented in or provided by the Applications, including without limitation for public or commercial purposes;
- (b) rent, lease, sub-license, loan, distribute or sell/re-sell or exploit the Applications (including their source code);
- (c) remove any copyright, trademark or other proprietary rights notices from the Applications;
- (d) make alterations to, or modifications of the whole or any part of the Applications;
- (e) disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Applications.
- (f) run or install any computer software or hardware on the Applications or use any technology to automatically download, mine, scrape or index any Applications data; or
- (g) automatically connect (whether through APIs or otherwise) the Applications data to other data, software, services or networks.

- 4.5 Subject to applicable law, we may terminate, suspend or limit your access to the Applications with immediate effect, without prior notice and without incurring any liability whatsoever if we have reason to believe that you are using the Applications in breach of these Terms.

## 5. SUBSCRIPTIONS

- 5.1 Some functions of the Applications are offered against payment and billed on a subscription basis (“**Subscription**”). You will be billed in advance on a recurring and periodic basis (“**Billing Cycle**”). Billing Cycles are set on an annual, quarterly, or monthly basis.
- 5.2 At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it before the end of the then-current Billing Cycle. You may cancel your Subscription renewal through the online stores and distribution channels where you purchased the Applications.
- 5.3 Subscription fees, available payment methods and separate payment terms and conditions in addition to these Terms can be found in the third-party online stores where the Applications are sold. We reserve the right to change the Subscription fees from time to time and will inform you of any price change in advance. Any Subscription fee change will become effective at the end of the then-current Billing Cycle. Subject to applicable law, you will be deemed to have accepted any Subscription fee change if you do not cancel the Subscription before the change comes into effect.
- 5.4 For the avoidance of doubt, we may from time to time determine that a function of the Applications that has previously been provided free of charge shall be offered against payment.

## 6. YOUR RIGHTS AS A CONSUMER

- 6.1 If you are a consumer (as defined by applicable law), you may have certain legal rights under the consumer legislation in your country of residence in the event the Applications are defective. This Section 6 constitutes a summary of these rights under Swedish consumer law and shall not be construed as to limit or restrict your rights under applicable mandatory law in any respect. If you are located outside of Sweden, you may have additional, supplementary or other rights.
- 6.2 We are liable for defects in digital content or a digital service which exist at the time of delivery and become apparent within three (3) years from that time. If the digital content or digital service is supplied continuously over a period of time, we are liable for defects in the content or service which occur or become apparent during the period of the contract.
- 6.3 In the event of any defects, you may be entitled to demand rectification or replacement of the service, reduction of the price and/or termination of the purchase contract. You may also have the right to claim damages, subject to the limitations set out in Section 10.
- 6.4 You may file a complaint about a defect by contacting us via our email [support@sleepcycle.com](mailto:support@sleepcycle.com), our contact form available on <https://support.sleepcycle.com/hc/en-us/requests/new>, or our addresses stated in Section 14.

## 7. B2B SERVICES

If you use the Applications under a separate services agreement entered into between Sleep Cycle and your employer, your use of the Applications is, in addition to these Terms, also subject to the terms and conditions stipulated therein.

## 8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 All intellectual property rights in and to the Applications, including but not limited to copyright and all related trademarks, belong to Sleep Cycle or to Sleep Cycle’s licensors. Nothing in these Terms constitutes a transfer, assignment or grant of any ownership rights in any intellectual property rights.
- 8.2 You hereby grant to us a non-exclusive, non-sublicensable, non-assignable and royalty-free license to access, use, store, copy, share, transfer and process the information that you upload or submit to the Applications to the extent necessary in order for you to be able to use the Applications. You acknowledge and agree that we may transfer information to (i) Sleep Cycle’s third party service providers to the extent necessary to make available the Applications and (ii) third party partners enabled by you via your access to the Applications for these purposes. For the avoidance of doubt, we will not distribute, make

available or otherwise disclose your information or any part of it to any third party for any reason, unless specifically instructed or permitted by you, or required in order to make available the Applications or as otherwise expressly required by applicable laws.

- 8.3 Subject to your acceptance of and compliance with these Terms, you are granted a non-exclusive, non-transferable, non-sublicensable and non-assignable right to download, access and use any content or information made available in the Applications, during the term of these Terms and solely for your personal purposes. For the avoidance of doubt, you may not (i) sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, reverse engineer, translate or transfer the Applications in whole or in part, or as a component of any other product, service or material; (ii) use the Applications to create any derivative works or competitive products; or (iii) allow any third parties to access, use or benefit from the Applications in any way.

## 9. WARRANTIES AND DISCLAIMERS

- 9.1 You hereby expressly acknowledge and agree that the Applications are made available on an “as is” basis. We hereby disclaim any representations or warranties of any kind, whether express or implied, including without limitation, warranties of satisfactory quality, accessibility or fitness for a particular purpose and non-infringement of third party rights, and to the fullest extent permissible under applicable law, we do not warrant or represent that the Applications will be free from any inaccuracies, interruptions, delays, viruses or other harmful components or errors, or that any of these will be corrected. For the avoidance of doubt, this Section 9.1 does not does not limit or restrict your consumer rights under applicable mandatory law.
- 9.2 Sleep Cycle’s Applications are for general informational purposes only and are not intended for medical use. None of Sleep Cycle’s Applications qualifies as a medical device and the Applications do not provide or include any medical or health care services or treatment. We are not a healthcare provider and no doctor/patient relationship is formed by the use of any of our Applications. The use of information provided in or created or referred to by the Applications is at your own risk. The content of the Applications is not intended to be a substitute for professional medical advice, diagnosis, or treatment. You should not disregard, or delay in obtaining, medical advice for any medical condition you may have, and you should seek the assistance of health care professionals for any such condition.

## 10. INDEMNIFICATION AND LIMITATION OF LIABILITY

- 10.1 By accepting these Terms and using the Applications, you agree to indemnify, defend and hold Sleep Cycle harmless from all damages, costs and expenses arising out of your use of the Applications in breach of these Terms, including but not limited to any claims of infringement of third party intellectual property rights.
- 10.2 To the fullest extent permitted by applicable law, in no event shall Sleep Cycle or its affiliates, or any of its or their respective licensors or service providers, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, loss of data, loss of goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Applications; (ii) any conduct or content of any third party on the Applications; (iii) any content obtained from the Applications; or (iv) unauthorized access, use or alteration of your transmissions or content, whether based on breach of contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.
- 10.3 Sleep Cycle’s liability under these Terms shall for each calendar year in no event exceed the amount paid by you to Sleep Cycle during the twelve-month period immediately preceding the date of the event giving rise to the claim.
- 10.4 The limitations of liability set out in this Section 10 shall not apply in respect of damage caused by willful misconduct or gross negligence. In addition, if you are a consumer, we are liable for losses which you suffer to the extent, but no more extensively than, set out in mandatory applicable law.

## 11. TERM AND TERMINATION

- 11.1 These Terms will enter into force when you acknowledge your acceptance of them by downloading any of the Applications. Thereafter, these Terms will continue in effect until terminated by you or Sleep Cycle in accordance with this Section 11. Unless required by applicable law, Sleep Cycle will not refund any fees paid by you in the event these Terms are terminated by either you or Sleep Cycle or if your user account has been suspended by Sleep Cycle in accordance with these Terms.
- 11.2 If you are a consumer, you hereby acknowledge that your statutory right of withdrawal within fourteen (14) days does not apply in respect of your purchases of digital content where the supply of the digital content has begun and you have expressly agreed to the commencement of the supply.
- 11.3 You may terminate these Terms at any time with immediate effect by deleting your user account and the Applications from your device, and permanently ceasing to use the Applications.
- 11.4 Sleep Cycle may terminate these Terms and/or your user account with immediate effect if we (i) have reason to believe that you are in breach of any of these Terms, (ii) assess that the use of the Applications or any part thereof risk to suffer a threat to security or functionality, (iii) cease providing the Applications, or (iv) deem it necessary to comply with applicable law.
- 11.5 All rights granted to you under these Terms will terminate upon termination of these Terms and/or your user account, and you must cease all use of the Applications and delete all copies of the Applications from your device.
- 11.6 Any provisions in these Terms containing rights and obligations which to their nature are such that they should continue to remain in force after the termination of these Terms shall survive termination.

## 12. MISCELLANEOUS

- 12.1 Severability. In the event any provision of these Terms is wholly or partly invalid, the validity of these Terms as a whole shall not be affected and the remaining provisions of these Terms shall remain valid.
- 12.2 Waiver. The failure of Sleep Cycle to exercise or enforce any right under these Terms shall not constitute a waiver of such right.
- 12.3 Assignment. You may not, wholly or partly, assign, pledge or otherwise dispose of your rights and/or obligations under these Terms without Sleep Cycle's prior written approval. Sleep Cycle may at its own discretion, wholly or partly, assign, pledge or otherwise dispose of its rights and/or obligations under these Terms to any third party.
- 12.4 Entire Agreement. These Terms constitute all the terms and conditions between you and Sleep Cycle with respect to the Applications and supersede any prior understandings and agreements, whether written or oral, with respect to the Applications.

## 13. GOVERNING LAW AND DISPUTES

- 13.1 Subject to mandatory applicable law, these terms and conditions are governed by the laws of Sweden, without giving regard to its conflict of laws principles.
- 13.2 Subject to mandatory applicable law, all disputes and claims arising out of or relating to these terms and conditions shall be subject to the exclusive jurisdiction of the general courts of Sweden.
- 13.3 If you and Sleep Cycle are not able to resolve a dispute and you are a consumer, you can file a complaint with [Allmänna Reklamationenämnden](#) (the National Board for Consumer Disputes). ([www.arn.se/](http://www.arn.se/))
- 13.4 A complaint about may also be submitted to the [European Commission's online dispute resolution portal](#) (<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>)

## 14. CONTACT

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Contact form: <https://support.sleepcycle.com/hc/en-us/requests/new>