

General Terms and Conditions

§ 1 Background and Scope

1.1 ZcreeNIT AB ("ZCREENIT") has many years of experience in the IT industry, where it has observed that organizations are increasingly seeking inspiration and solutions while IT providers are searching for leads and business opportunities. ZCREENIT therefore offers organizations the opportunity to arrange meetings with selected IT providers for evaluation purposes, as well as giving IT providers the chance to present their products and services to interested organizations.

1.2 These General Terms and Conditions apply, to the relevant extent, to interested organizations wishing to screen IT providers (hereinafter referred to as "CLIENTS"), as well as IT providers wishing to meet CLIENTS (hereinafter referred to as "CUSTOMER"). Where applicable, all parties to this Agreement are collectively referred to as the "Parties" and individually as the "Party."

§ 2 General

2.1 ZCREENIT provides access to its services to CLIENTS and CUSTOMERS. By using these services, CLIENTS and CUSTOMERS have the opportunity to match current needs with solutions.

2.2 The Parties agree to provide the information, assistance, and service necessary for each Party to fulfill its obligations under this Agreement. The Parties shall act loyally and cooperate reasonably with each other.

§ 3 Services

3.1 The service provided by ZCREENIT involves arranging a meeting between the CLIENT and the CUSTOMER as promptly as possible.

3.2 Meeting arrangements and matching are handled according to the process described on ZCREENIT's website. ZCREENIT does not guarantee that meetings will occur or guarantee a specific outcome, but the relevant Parties will be informed continuously of the progress, and the service is free of charge for CLIENTS. Billing is done only to CUSTOMERS under the terms agreed upon.

3.3 CUSTOMERS have the option to order services on a subscription basis or pay per arranged meeting. This is done in accordance with the price list applicable at the time, and orders are placed through a separate order form.

§ 4 Cost, Payment, and Contract Term

4.1 ZCREENIT offers payment per meeting or through a subscription model. Orders from CUSTOMERS are handled via a separate order form referencing these General Terms and Conditions

4.2 ZCREENIT reserves the right to change prices. Any price changes must be communicated to the CUSTOMER before the renewal of the subscription or the booking of a meeting.

4.3 The payment term is 10 days unless the Parties have agreed in writing to other terms.

4.4 Subscription fees are invoiced for the agreed contract period after an accepted order (a correctly completed order form approved by ZCREENIT) and according to the applicable price list. Invoices for "per meeting" payments are sent upon ordering and completion of the meeting. Subscription fees are non-refundable during the ongoing contract period.

4.5 In the event of late payment, interest will be charged in accordance with applicable legislation.

§ 5 Commencement of the Relationship

5.1 ZCREENIT reserves the right to conduct a customary credit check and integrity assessment of the CUSTOMER. Based on the results of this check and assessment, ZCREENIT may deny or terminate the Agreement.

5.2 The CUSTOMER's use of the services is deemed to commence when the Parties have approved the content of this Agreement and the order has been placed according to 5.3.

5.3 In practice, the CUSTOMER orders ZCREENIT's services on an ongoing basis by completing an order form specifying the current task.

§ 6 Confidentiality, Competition, and Intellectual Property Rights

6.1 ZCREENIT adheres to industry practices and ethical standards regarding confidentiality and acts in accordance with the General Data Protection Regulation (GDPR) concerning CLIENT and CUSTOMER privacy (see ZCREENIT's applicable policy at any given time). CLIENTS and CUSTOMERS are assured that the information provided to ZCREENIT will not be disclosed unless expressly requested, necessary for the performance of the task, or required by law. All Parties agree not to disclose or share confidential information with third parties without the consent of the other Party.

6.2 ZCREENIT has the right to use the CUSTOMER's brand in its marketing to CLIENTS and potential customers but only after receiving an appropriate approval from the CUSTOMER. The Parties retain their respective intellectual property rights existing before the Agreement. Any intellectual property rights arising from this Agreement or through the use of ZCREENIT services belong to ZCREENIT unless otherwise agreed in writing.

§ 7 Responsibility

7.1 ZCREENIT is not responsible for errors due to incorrect or improper use of ZCREENIT's services.

7.2 ZCREENIT may immediately terminate the Agreement in the event of a material breach of contract, such as if the CLIENT or "CUSTOMER" knowingly submits incorrect information to ZCREENIT.

7.3 ZCREENIT does not provide any guarantees regarding the availability or functionality of its services beyond what is stated in this Agreement.

7.4 ZCREENIT assumes no responsibility for the actions of third parties or any obligations towards CLIENTS or "CUSTOMERS."

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(ValYouConnect is brand within ZcreeNIT AB)

7.5 ZCREENIT shall not be liable for indirect damages or losses such as CLIENT or CUSTOMER's production downtime, loss of use, loss of data, business loss, loss of profits, or other financial consequential damages or losses, whether foreseeable or not.

7.6 ZCREENIT's liability for errors, damages, or losses related to the use of its services is limited to a maximum amount equivalent to the invoice amount related to the issue. ZCREENIT is also not responsible for any additions or changes made by CLIENT or CUSTOMER to the services.

7.7 ZCREENIT is not responsible for delays or failures in fulfilling this Agreement if the delay or failure is due to force majeure, as defined in section 10 (Force Majeure).

7.8 ZCREENIT reserves the right to perform maintenance and otherwise modify its services. Ongoing development of ZCREENIT's services takes place continuously.

§ 8 Rights and Obligations of the Parties

8.1 ZCREENIT has the right to take actions that affect the availability of the services if necessary for technical, security, operational, or maintenance reasons, or due to applicable laws or governmental decisions.

8.2 ZCREENIT reserves the right to make changes to the content and delivery of the services without informing the CLIENT or "CUSTOMER" if deemed necessary. In the case of significant changes to the services, the Parties shall be informed in advance.

8.3 ZCREENIT has the right to suspend services and/or terminate this Agreement with immediate effect if it can reasonably be assumed that continued use would violate laws, regulations, or the terms of this Agreement. The same applies if problems can be traced to faults or technical disturbances caused by the CLIENT or CUSTOMER.

8.4 ZCREENIT has the right to access all related information handled through the services to fulfill its rights and obligations under this Agreement.

§ 9 Other Conditions

9.1 Any written or verbal commitments and promises made prior to these General Terms and Conditions are replaced by this Agreement, the relevant Order Form, and ZCREENIT's current policy at any given time.

9.2 If any provision in these General Terms and Conditions becomes illegal, invalid, or otherwise unenforceable, that provision shall be deemed severable from the rest of the terms, and such severance shall not affect the validity and enforceability of the remaining provisions. In such cases, the invalid provision shall be replaced with a valid one that the Parties would have agreed upon to achieve the same result in all relevant respects.

9.3 A Party may not transfer or pledge its rights and/or obligations under this Agreement without the written consent of the other Party.

9.4 The CUSTOMER understands that the Distance and Doorstep Sales Act (2005:59) does not apply to this Agreement, and the agreed contract period between the Parties shall apply.

9.5 ZCREENIT reserves the right to use personal and company information to store necessary customer information. This is done to facilitate the conclusion of the Agreement. Information stored under the Agreement may include, for example, first name, last name, email address, company name, organization number, billing address, phone number, and organization number. If the CLIENT or CUSTOMER wishes to access the information ZCREENIT has stored about them, ZCREENIT shall provide such information without unreasonable delay.

9.6 If services are ordered through a separate order form, the terms in the order form regarding price, other conditions, and contract period shall take precedence over these General Terms and Conditions. Otherwise, the terms in these General Terms and Conditions shall continue to apply.

§ 10 Force Majeure

The Parties shall be relieved from liability in the event that a breach of the Agreement occurs due to circumstances beyond the Parties' control. Such reasons may include (but are not limited to) delays due to weather conditions, demonstrations, war, or other unforeseen conflicts that may affect the Parties' ability to fulfill their contractual obligations. A breach due to force majeure shall therefore not be considered a contractual violation, provided that the affected Party notifies the other Party within a reasonable time.

§ 11 Dispute Resolution

Disputes regarding the application and interpretation of these General Terms and Conditions, and where applicable, the order form, shall first be resolved through negotiation between the Parties. If negotiations do not lead to a mutually acceptable result, the dispute shall be resolved in a general court, preferably in Stockholm District Court.

§ 12 Amendments and Changes

12.1 Additions and/or amendments to this Agreement must be made in writing and approved by both Parties to be valid. Termination or other notices under the General Terms and Conditions ("Notices") must be in writing and sent via email. Notices to ZCREENIT shall be sent to info@valyouconnect.com. Notices to CLIENTS or CUSTOMERS shall be sent to the email address provided in the customer information.

12.2 The CUSTOMER's continued use of the services in reliance on this Agreement after price adjustments and/or changes to this Agreement have been made shall be deemed to constitute acceptance of the new terms by the CUSTOMER.

§ 13 Contact and Support

CLIENTS and CUSTOMERS can contact ZCREENIT for other inquiries according to the information available on the website: www.valyouconnect.com