



55 degrees

55 Degrees Community Terms of Use

Effective starting: October 11, 2022

Welcome to the 55 Degrees Community! The Community is made up of 55 Degrees product users, partners, friends, and employees and serves as a go-to destination for peer-to-peer support and thought leadership on best practices related to getting work done with less stress. We'd love to see everyone learn from each other and build their influence and profile on the 55 Degrees Community.

Participation in the Community is governed by these terms, along with all other agreements and/or terms that you or your company has agreed to with 55 Degrees, including our [Privacy Statement](#), and our [Community Guidelines](#) (collectively, the "Terms,"). By participating in the Community or otherwise indicating your agreement to these Terms, you agree to be bound by these Terms, which form an agreement between you and 55 Degrees. If you are participating in the Community on behalf of a company, organization, or other entity, then "you" means that entity, and you are binding that entity to these Terms and represent and warrant that you have all necessary authority to do so. If you do not have the authority or if you do not agree with these Terms, you may not participate in the Community. In addition, you may not participate in the Community if you are under the age of 13.

We may modify these Terms from time to time as described in Section 3 (Changes to Terms).

1. Definitions

"55 Degrees", "we", "us" or "our" means 55 Degrees AB.



55 degrees

“**Agreement**” or “**Terms**” means these 55 Degrees Community Terms of Use and all materials referred to or linked to in this document.

“**Community**” means any community features or forums made available by Company.

“**Community Guidelines**” means the policies applicable to users of the 55 Degrees Community, which we have posted at

<https://community.55degrees.se/posts/degrees-community-guidelines>.

“**Content**” means any text, information, data, graphics, messages, sounds, videos, content, code, scripts, software, or other materials.

“**Private Spaces**” means secure spaces within the community for certain cohorts of users to communicate with each other and 55 Degrees employees.

“**Third-Party Sites**” means third-party websites linked from within or accessed through the 55 Degrees Community.

“**User Content**” means any Content that a user submits to 55 Degrees for the Community, including posts, testimonials, feedback, comments, suggestions, or questions regarding the 55 Degrees products. The term “submit” includes submitting, posting, uploading, or otherwise making available User Content on or through the Community.

“**You**” or “**your**” means the person or entity using the 55 Degrees Community.

“**Your Content**” means all content, including without limitation, language, data, information, and images, provided through or disclosed by use of the 55 Degrees Community, by you.



55degrees

2. Use of the Community

2.1 Account Creation

You are required to set up an account via the third-party Community platform provider in order to join and/or submit Content to the Community. You may not use a username that: (i) belongs to someone else, (ii) impersonates another person, (iii) is misleading, (iv) violates any intellectual property or other proprietary rights, (v) is vulgar or offensive, (vi) uses '55 Degrees' as all or part of it, unless we provide express permission to do so, or (vii) we reject, which we may choose to do in our discretion.

2.2 Account Security

You are responsible for maintaining the confidentiality of your login credentials, and you assume all liabilities and responsibilities for any and all activities that occur on your behalf in the Community. If you believe your access to or use of the Community has been breached, compromised, or unauthorized, notify us immediately at security@55degrees.se.

2.3 Content Security

Content, except that submitted within Private Spaces, is publicly available. You are responsible for your account and everything that happens under your account. If You are provided access to a Private Community Space, You are responsible for ensuring that you refrain from posting confidential information in publicly-accessible spaces.

2.4 Our Rights



55 degrees

We reserve the right to change, add to, or disable the Community at any time, without notice or liability.

3. Changes to Terms

We may modify these Terms from time to time. Unless we specify otherwise, changes become effective upon our posting of the updated Terms, and the updated Terms will apply to all users of the Community after they are posted. When we change this Agreement, the "Effective starting" date above will be updated to reflect the date of the most recent version and we will post a notice in the Community. We will archive old copies of the agreement in our [Legal Archives](#). We encourage you to review this Agreement periodically. If you do not agree with a modification to this Agreement, you should not use the Community.

4. User Content

4.1 Generally

You are responsible for any User Content you submit to the Community. You must review and follow the Community Guidelines, which may be updated from time to time and which are part of these Terms. You do not lose any ownership rights you may have to User Content that you submit, but you understand that the User Content will be publicly available. By submitting User Content, you grant us and, at our sole discretion, other Community users a worldwide, non-exclusive, royalty-free, irrevocable, perpetual, fully-paid, sub-licensable, and transferable license to use, reproduce, distribute, prepare derivative works of, and publicly display and perform your Content in any form or format and through any media (including, for Company, in connection with our products and services and in our marketing and publicity). If your User



55 degrees

Content contains your name, image, or likeness, you waive any claim under any rights of privacy or publicity related to the use of the same in connection with the use of your User Content.

4.2 Not for Support

You understand that the Community does not serve the same purpose as our Support Portal and agree that you will raise all requests in the Support Portal at <https://support.55degrees.se>. 55 Degrees reserves the right to delete support-related posts made in the Community.

4.3 Company Not Responsible

We have no obligation to (but may, at our discretion) monitor or review User Content. You are solely responsible for the enforcement of any of your rights to the User Content, and the Company shall not be held liable or responsible for providing assistance to you regarding the same. We have no responsibility for and make no promises about User Content you may encounter in the Community, including whether it infringes third-party rights or its reliability, accuracy, usefulness, or safety. You may find User Content in the Community to be offensive, indecent, or objectionable. However, you agree not to hold us responsible in any way for any User Content you encounter. The Community may contain links to third-party sites (either provided by 55 Degrees or by the Community users). Such linked sites are not under 55 Degrees' control and 55 Degrees is not responsible for, nor endorse the content of any linked site or any link contained in a linked site. 55 Degrees reserves the right to remove any links at any time.



55 degrees

4.4 Acceptable Use

You are not permitted to sell, rent, lease, assign, sublicense, distribute, transmit, broadcast, commercially exploit, grant a security interest in, or otherwise transfer any right in the 55 Degrees Community or Content. In addition, and without limiting the other requirements in this Terms, you may not (directly or indirectly) use the Community with Content, or in a manner that:

- is in violation of this Agreement;
- is confidential, proprietary, or discloses Sensitive Information;
- discloses or solicits the private information of any person;
- is threatening, abusive, harassing, stalking, or defamatory;
- is deceptive, false, misleading, or fraudulent;
- is invasive of another's privacy or otherwise violates another's legal rights (such as rights of privacy and publicity);
- contains vulgar, obscene, indecent, or unlawful material;
- infringes a third party's intellectual property right(s);
- publishes, posts, uploads, or otherwise distributes any software, music, videos, or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you have all necessary rights and consents to do so;
- uploads files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another person's computer;
- downloads any file that you know, or reasonably should know, cannot be legally distributed in that way;
- falsifies or deletes any author attributions, legal or proprietary designations, labels of the origin or source of software, or other material contained in a file that is uploaded;



55degrees

- restricts or inhibits any other user of the Community from using and enjoying our website and/or the 55 Degrees product;
- harvests or otherwise collects information about others, including e-mail addresses, without their consent;
- damages, disables, overburdens, or impairs any 55 Degrees website or interferes with any other party's use and enjoyment of the Community;
- mirrors or frames the Community website, or any part of it, on any other website or webpage;
- attempts to gain unauthorized access to the Community, or access the Community by any means other than through the interface that we provide to you;
- violates the usage standards or rules of an entity affected by your use, including without limitation, any ISP, ESP, or news or user group (and including, by way of example, and not limitation, circumventing or exceeding equipment use rights and restrictions and/or location and path identification detail);
- is legally actionable between private parties; and/or
- is in violation of any applicable law or regulation.

4.5 Removal of User Content

We reserve the right to remove any User Content at any time without notice, for any or no reason, including if it violates these Terms. We do not promise to store or make available on the Community any of your User Content or any other Content for any length of time. Your use of the Community is subject to the terms of these Terms, as may be changed or updated from time to time. If you believe that anything on the Community infringes your copyright or trademark rights, you should notify us at community@55degrees.se.



55degrees

4.6 Social Media

The Community may support sharing User Content on social media platforms such as Twitter, Facebook, or LinkedIn (“Social Media”), and allowing other users (or Company) to share your User Content on Social Media. You may share other users’ User Content on Social Media, as long as you include a link to the Community in your post.

5. 55 Degrees’ Proprietary Rights

The Community contains proprietary and confidential information that is protected by intellectual property and other laws. Company and its suppliers retain all rights, titles, and interest in and to the Community, any Content on the Community (other than User Content), and the products and services offered by 55 Degrees. 55 Degrees retains all rights to its branding, logos, trademarks, and service marks, and nothing in these Terms grants you rights to use them. You are not granted a license to any 55 Degrees software products via this Agreement.

Any comments or suggestions regarding our software products will be non-confidential and we own all rights to use and incorporate them into the 55 Degrees products, without payment or attribution to you.

6. Privacy

Your use of the Community is subject to 55 Degrees’ Privacy Statement and policies, available at <https://55degrees.se/privacy>



55 degrees

7. Community Advocacy Terms

You may elect to participate in customer advocacy features that are made available from time to time through Community. These features may allow you to earn advocacy points (“Points”) for participating in various activities within the Community. Any prize redemptions may be considered taxable income and are the personal responsibility of the redeemer to report. Participants must adhere to their own corporate policies pertaining to taxation, personal income, and payola around merchandise and gift card redemptions.

8. Term and Termination

This Agreement will apply for as long as you use or maintain a username for the Community. We may terminate or suspend these Terms or your access to the Community at any time, with or without notice and for any or no reason. Upon any termination or suspension of these Terms, we may delete your account, passwords, and User Content, and we may bar you from further use of the Community. You understand that we may also continue to make your User Content available on the Community, or elsewhere as permitted under these Terms, even if your use of the Community is terminated or suspended. We will have no liability to you or any third party for any termination or suspension, nor will termination or suspension limit any other rights or remedies we may have.

9. Warranty Disclaimer

THE COMMUNITY AND ALL CONTENT ARE PROVIDED BY 55 DEGREES “AS IS”, AND USE IS AT YOUR OWN DISCRETION AND RISK. WE DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS



55degrees

FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE DO NOT WARRANT THAT YOUR USE OF THE COMMUNITY WILL BE UNINTERRUPTED OR ERROR-FREE. YOU MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

10. Limitation of Liability

You agree that You bear all risks associated with using or relying upon content on the Community. In no event shall 55 Degrees be liable to you or any third party for any losses or damages whatsoever, including but not limited to direct, indirect, consequential, exemplary, incidental, special, or punitive damages, or damages based on lost profits, data or use, arising from your use of the Community, even if 55 Degrees has been advised of the possibility of such damages. notwithstanding anything to the contrary contained herein, to the extent that 55 Degrees may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope of warranty and the extent of 55 Degrees' liability shall be limited at all times to the amount paid, if any, by you to 55 Degrees for your access and use of the Community.

11. Indemnity

You will defend (at our request), indemnify and hold harmless us from and against any claim by a third party arising from or related to (a) your use or attempted use of the Community in violation of these Terms, (b) your violation of any law or rights of any third party, or (c) any User Content you submit to the Community, including any claim of infringement, misappropriation or violation of any intellectual property, privacy or other rights.



55 degrees

We will: notify you in writing within thirty (30) days of our becoming aware of any such claim; give you sole control of the defense or settlement of such a claim; and provide you (at your expense) with any and all information and assistance reasonably requested by you to handle the defense or settlement of the claim. You shall not accept any settlement that (i) imposes an obligation on us; (ii) requires us to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on us without our prior written consent.

12. Governing Law

The Subscription shall be governed by and construed in accordance with the laws of Sweden. Any dispute arising out of or in connection with the Subscription shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC Institute"). The Rules for Expedited Arbitrations shall apply, unless the SCC Institute, considering the complexity of the case, the amount in dispute, and other circumstances, determines, in its discretion, that the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the SCC Institute shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators. The place of arbitration shall be Malmö. The language of the proceedings shall be Swedish and Swedish law shall apply to the dispute. Regardless of what has just been said, the Supplier shall always have the right to apply for an injunction to payment or bring an action regarding non-payment in a general court.

13. General Terms

a. **Force Majeure.** Neither party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; an act of God; electrical, internet, or telecommunication



55 degrees

outrage that is not caused by the obligated party; government restrictions; or other events outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.

b. **Relationship of the Parties.** Both you and we agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of this Agreement.

c. **Compliance with Applicable Laws.** You shall comply with all applicable foreign and domestic laws (including without limitation, export laws), governmental regulations, ordinances, and judicial administrative orders. You confirm that you are not listed on any official terrorist list and are not associated with any country or organization sanctioned by Sweden, European Union, or the United States. You will not directly or indirectly export, re-export, or transfer the Content or the 55 Degrees products and services to prohibited countries or individuals or permit the use of the Content or the 55 Degrees products and services by prohibited countries or individuals.

d. **Severability.** If any part of this Agreement is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

e. **Notices.** Notice will be sent to the contact address set forth herein (as such may be changed by notice given to the other party), and will be deemed delivered as of the date of actual receipt.

- **To 55 Degrees AB:** 55 Degrees AB, Nordenskiöldsgatan 24, 211 19 Malmö, Sweden.
Attention: General Counsel
- **To you:** to your address as provided in our account information for you. We may give electronic notices specific to you by email to your e-mail address(es) on record in our account information for you.



55 degrees

f. **Entire Agreement.** This Agreement is the entire agreement between us for Community and supersedes all other proposals and agreements, whether electronic, oral, or written, between us regarding the Community. We object to and reject any additional or different terms proposed by you, including those contained in any purchase order, acceptance, or website. It is the express wish of both you and us that this Agreement and all related documents be drawn up in English. We might make versions of this Agreement available in languages other than English. If we do, the English version of this Agreement will govern our relationship and the translated version is provided for convenience only and will not be interpreted to modify the English version of this Agreement.

g. **Survival.** The following Sections will survive any termination of these Terms: 5 (Proprietary Rights), 8 (Term and Termination), 9 (Warranty Disclaimer), 10 (Limitation of Liability), 11 (Indemnity), 12 (Governing Law), and 13 (General Terms).

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