

Terms of Service

1. General

- 1.1. This Terms of Service ("Terms") includes the terms and conditions for accessing and using the software and mobile application in the sole property of Togee Technologies AB (org. number: 559074-4040, registered seat: 89 Sveavägen, 11350 Stockholm, Stockholms län).
- 1.2. In order for Togee ("Togee", "our", "we" or "us") to provide our Service through our apps, services, features, software, or website, you need to agree to our Terms of Service ("Terms"). By registering, installing, accessing, or using our apps, services, features, software, or website, you agree to the Terms.
- 1.3. Present Terms of Use is effective as of 20.05.2020 and remains effective until revoked.
- 1.4. Any questions not mentioned in the present Terms and the interpretation of these present Terms shall be governed by Swedish law. The binding provisions of all relevant laws and regulations shall apply to the Parties without any special stipulation.
- 1.5. Togee is entitled to unilaterally modify the Terms with prior notification to the Users affected by the amendment. For users who use the Service after the modification, the modified Terms become effective on the date of its announcement by expressly accepting the modified Terms by entering the Togee application. Should you not agree with the Modified Terms, you have the right to stop using the Service and delete your account at any time by sending an e-mail with the request to support@togee.com..
- 1.6. Present Terms can be found in the Togee application or on Togee's website <https://www.togee.com/termservice>
- 1.7. The structure of the present Terms and the division of its chapters is for information purposes only and serves the purpose of facilitating transparency and has no effect on the interpretation of the Terms.

2. Definitions

- 2.1. The following definitions will apply in this Terms and any reference to the singular includes a reference to the plural and vice versa.
- 2.2. "Account" means a personal profile created by User by downloading and registering for the Togee application, for the purpose of using the Services, in which you enter, modify, and make settings related to your use of the Togee app.
- 2.3. "Admin" means a User who invites the other Participants into the Room, and there can be only one Admin in the Room at the same time. Admin is the only Participant who can control the shared Content on the screen except for doodling.
- 2.4. "Compatible Device" is Android and iOS operating systems on mobile devices.
- 2.5. "Content" means all information, data, text, music, sound, photographs, graphics, video, messages, webpages, links or other material that User creates, submits, uploads, posts, shares or sends with the use of the Services.
- 2.6. "Live Session" means a unique function of the Togee app, where the User is able to share their mobile screen with all of the participants of the Live Session, meanwhile having a video call, texting and doodling.
- 2.7. "Participant" means the User who uses the Services at the same time in the course of a Live Session or in the Room with maximum three other participants.
- 2.8. "Room" means the common chat platform with maximum four Participants included, where Participants are invited by the Admin, they are visible through the camera, can watch the Content shared by the Admin, can chat, make group calls, and share doodles to each other. Admin is the only Participant who can control the shared Content on the screen. (See below Section 7.4.)

- 2.9. "Screen Recording" means live recording and sharing of the screen of the Admin during a Live Session. Screen Recording does not mean that the video of the screen shared during a Live Session is recorded, stored or accessed by Togee.
- 2.10. "Services" means at all times the functionalities and use purposes made available by Togee for Users, through the Togee app.
- 2.11. "Togee app" means an official application developed and operated by Togee subject to these Terms that can be installed on Android and IOS operating systems.
- 2.12. "Togee button" means a floating button with the Togee logo that can be used to start a Live Session and reach certain app functions specified in these Terms.
- 2.13. "User" means the registered user for the Service that enters into an agreement with Togee.

3. System requirements

- 3.1. Use of the Services requires one or more Compatible Devices, Internet access (fees may apply), and may require obtaining updates or upgrades from time to time. High speed Internet access is recommended.
- 3.2. Due to the fact that use of the Services involves hardware, software, and Internet access, your ability as a User to access and use the Services may be affected by the performance of the factors specified in 3.1.
- 3.3. You acknowledge and agree that being in possession of and having access to such system requirements, which may be changed from time to time is your responsibility.

4. General rules to the Service

- 4.1. You must use, install or access certain devices and data connections in order to use our Service. If such use, installation or access is not in place, the Service cannot be supplied. Furthermore, you consent to the manual or automatic downloads and updates to our Service. This is required in order for the Service to be used.
- 4.2. You are responsible for all carrier data plans, Internet fees, and other fees and taxes associated with your use of our Service.
- 4.3. In order for us to provide the best possible user experience, we constantly innovate the Service and our technologies. This means that the form and nature of the Service that Togee provides may change over time. You acknowledge and agree to such changes without receiving prior notice from us.
- 4.4. You agree that you will be solely responsible to Togee, and to others for all activity that occurs under your Togee Account.
- 4.5. If you become aware of any breach of security or unauthorized use of your Togee Account, you must notify us immediately. Upon notification, our development team does everything to resolve the issue as quickly as possible.
- 4.6. You are hereby granted permission by Togee to access and use the Service, subject to the conditions expressed in these Terms. Furthermore, you agree that a failure to adhere to any of these conditions from your part shall constitute a breach of these Terms.
- 4.7. Togee may, from time to time, offer access to services that are classified as a Public Beta version. Access to and use of Beta versions may be subject to additional agreements. Togee makes no representations that a Beta version will ever be made generally available and reserves the right to discontinue or modify a Beta version at any time without notice. Beta versions are provided AS IS, may contain bugs, errors or other defects, and your use of a Beta version is at your sole risk.
- 4.8. The Services are not designed for use in hazardous environments requiring fail-safe controls, including without limitation operation of nuclear facilities, aircraft navigation/communication systems, air traffic

control, and life support or weapons systems. The Services shall not be used for or in any HIGH RISK environment.

5. User eligibility

- 5.1. You must be at least 13 years old to use our Service or the greater age that is stipulated by local laws in your country, in order to register for or use our Service.
- 5.2. If you do not fulfil the minimum age requirement to use our Service under applicable law, or if you are not old enough to have authority to agree to our Terms in your country, parental or guardian consent on your behalf is required in order to accept our Terms.
- 5.3. Togee can delete your account without it being restorable if you violate the eligibility criteria or any other laws or our policies without being liable for any financial obligations or other further consequences towards you.
- 5.4. In case Togee has previously disabled your account for violation of law or any of our policies in any aspect, pursuant to these Terms, you are not considered an eligible User, and are not allowed to register for a new Account.
- 5.5. By registering an Account and using the Services, you state that:
 - you can enter into a binding contract with Togee;
 - your account has not been previously disabled by Togee;
 - you will comply with these Terms and all applicable local, state, national and international laws, rules and regulations.

6. Registration

- 6.1. Once you have downloaded the app from the App Store (iPhone) or the Google Play Store (Android), you will need to register a Togee Account in order to use the Services.
- 6.2. You register by providing your username, phone number or email address (or both), full name, birthday,, and an optional photo in the registration field. You will need to confirm your phone number with a confirmation code sent via sms.
- 6.3. You can choose to signup and login through authentication via text message or email, instead of a password and text confirmation. Which option you use depends on your preferences.
- 6.4. You can also choose to complete the registration by connecting with your Facebook or Google account. If you register with these, you will be prompted to log into your Facebook/Google account if you are currently logged out. Togee is not liable for the functionality of these third party providers or for their operations and policies which you fall under if you register by connecting to them.

7. Functions and use of the Togee app

We feel it is important that you have an overview on the functions of the Togee app and to understand exactly what you can use it for. Therefore, in this chapter, we briefly describe the different platforms and uses of the Togee app.

7.1. The onboarding

- 7.1.1. Once you have confirmed your phone number, your registration is complete, and you can log into the Togee app. At first login, you will see a tutorial that shows you the main functions of the Togee app.
- 7.1.2. During the onboarding process, we will also ask you for certain permissions that are necessary for the proper functioning of the app. The main permissions we will need from you are:
 - a) contact permission
 - b) access to front and back camera
 - c) access to the microphone

- d) access to screen recording
- e) display on top of other applications, if you are using the Togee app on an Android device

When we ask for these permissions, we explain why we need them, and you can always stop using the Togee app if you do not wish to grant them. If your permissions are not complete you acknowledge that the Togee app could be malfunctioning.

We specifically want you to understand that Screen Recording does not mean that Togee is recording or accessing any of your shared screen content, this permission is only used in a way described in Sections 2.9. and 7.5.2. of these Terms.

- 7.1.3. After going through the tutorial and granting the permissions needed, you are able to use all functions of the Togee application.

7.2. Your Profile settings

- 7.2.1. When you tap on Profile Settings, you can change your information, such as name, phone number, photo, username or password.
- 7.2.2. You can customize your notifications and turn the vibration, sound and light on or off. You can also choose to enable or disable the Togee button.
- 7.2.3. The Profile settings is also the page where you will be able to see your blocked contacts list, access our Terms and Policies, log out of the Togee app or get help from our support team.

7.3. Dashboard

- 7.3.1. The Dashboard is the main page of the Togee app. This is where you can find all of your chats, groups and contacts. On the top bar at the Dashboard view you can easily access your most frequent contacts.
- 7.3.2. The Dashboard is also where you can add new contacts and accept or decline requests sent to you. You can import your contact list from your phone to find connections or you can find and add a new contact by their username.
- 7.3.3. From the Dashboard you can create new chats by clicking on the icon in the top right corner, and you can also initiate screen sharing by tapping on the Togee button.

7.4. The Room

- 7.4.1. In the Togee app, we call the view where you can see the participant, the whole conversation and chat history in a particular chat the "Room".
- 7.4.2. In the Room you can text, chat and share content with all of the people in the same Room. The maximum number of participants in a Room is four.
- 7.4.3. The icons at the bottom of the Room will indicate all the functions you can do: text, share photos or voice. You can also start an audio call or a video call. When not in a Live Session, the doodle option will be shown in grey and it will not be available.
- 7.4.4. The Room contains an in-app browser that you can access by using the search bar at the top of the conversation bar. This way you are able to have content and conversation as close to each other as possible. Just like on any other browser, you can create multiple tabs. The in-app browser is a personal browser, so only you will be able to view this content until you start screen sharing.
- 7.4.5. When you are done with browsing, you can swipe up the messages on the bottom of the screen to view the conversation full screen.

- 7.4.6. You can find the chat settings in the upper right corner of the Room view. Here you are able to turn off notifications, leave the group, change the name of the group or add members to the group. You can also block or report each member of the group. If you are the creator of the group, you can also delete the chat history, delete the whole Room, or remove a member from the Room.

7.5. The Live Session

In the Togee app, you can start a live screen sharing session with your friends, where all of your friends in the Live Session will be able to see your screen and interact.

7.5.1. Initiate Live Session

- 7.5.1.1. You can initiate a Live Session from inside the app by clicking on the Togee button. If you are using Android and have enabled the Togee app to display over other apps, you can tap on the Togee button even when you are outside the Togee app and initiate the Live Session at an instant.
- 7.5.1.2. Before the Live Session starts, you will have the opportunity to turn off and disable the display of all other notifications so these will not interrupt the Live Session. You can of course choose not to turn them off, however the participants cannot see your messages, other notifications or any other data of other applications on their display.
- 7.5.1.3. When initiating the Live Session, you can choose the participants you wish to include. You can choose up to 3 people in addition to yourself to take part in the Live Session.

7.5.2. During the Live Session

- 7.5.2.1. Each User you have chosen to include in the Live Session will receive a notification where they can choose to accept or decline your invitation. Once a person has joined, the User who initiated the Live Session will get a notification about the joining party.
- 7.5.2.2. Once a User has joined the Live Session, they will be assigned a colour that will help to identify them within that same Live Session.
- 7.5.2.3. When in a Live Session, in the standard view, you can see the participants of the conversation in the bar on the bottom of the screen. You can see the colour assigned to each person next to their faces in this bottom bar. You can also swipe that bottom bar out if you would like to view the whole screen.
- 7.5.2.4. All the tools that are accessible at the bottom bar in the Room (text, camera) are accessible the same way during a Live Session. In addition, you can also choose the doodle option that will let you draw anything on the screen so that other Users in the Live Session will be able to see as well. Each User's doodles will appear in the colour that was assigned to them at the beginning of the Live Session.
- 7.5.2.5. Only the User who initiated the Live Session is able to share their screen, but every User within the Live Session is able to doodle on the shared screen for every User in the Live Session to see.
- 7.5.2.6. Participants of the Live Session have an option to save the Screen Recording, but otherwise, no recording of the Live Session screen sharing is stored anywhere, or accessed by anyone after the end of the Live Session.
- 7.5.2.7. All of the texts and pictures sent during the Live Session will be saved in the chat history and can be viewed in the Room later.

7.5.3. Ending the Live Session

- 7.5.3.1. When you want to end the Live Session, you need to tap on the Togee button and then tap on the option to end the Live Session that shows up.

8. Provisions related to the Content

Because the Togee app revolves around Content created and submitted, we have included a separate section in our Terms related to this Content.

8.1. Your Content and rights to the Content

- 8.1.1. As a registered User of the Service, you can create, submit, upload, post, send, share, receive and store content. The content which is shared in the chat with the other Users, cannot be deleted individually, but the Admin can delete the room which deletes all the content as well, created in that room, in line with our privacy policy. You retain all of the ownership rights in the Content you create, however, by doing any of the above, you grant to us a non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to host, store, use, display, reproduce, modify, adapt, edit, publish and distribute that content (consistent with your privacy and application settings). This licence is for the limited purpose of operating, developing, providing, promoting and improving the Services and researching and developing new ones. This right applies as long as you use the Services.
- 8.1.2. As the owner of the Content, you understand and agree that you are solely responsible for the Content and the consequences of creating, submitting, uploading, posting, sending, storing or publishing it. Togee does not endorse any Content or any opinion, recommendation, or advice expressed therein, and Togee expressly disclaims any and all liability in connection with the Content.
- 8.1.3. You agree that any Content to which you have no rights or that in other ways is unlawful for you to possess, or that would be unlawful for Togee to use or possess, will not be used, uploaded or shared by using the Service.
- 8.1.4. Under no circumstances will Togee be liable in any way for any (a) Content that is transmitted or viewed while using the Services, (b) errors or omissions in the Content, (c) any Content that constitutes copyright infringement or (d) any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to Content.
- 8.1.5. Togee reserves the right to, when becoming aware of any potential violation of the Terms, decide whether Content is complying with the requirements set out in the Terms. Furthermore, Togee reserves the right to remove such Content or terminate your account if you upload such Content, without prior notice.
- 8.1.6. Togee also reserves the right to monitor and delete any content in case when it is necessary to comply with our legal obligations or when the Users commit violations against law or our policies.

8.2. Copyright

- 8.2.1. You warrant that the Content you submit, upload or share to the Service will not contain any third-party copyright material that would constitute an infringement, or material that is subject to other third party proprietary rights. You represent and warrant that you have all necessary licenses, rights, consents, and permissions which are required to enable yourself and Togee to use and share the Content within the use of the Service.
- 8.2.2. Togee honours copyright laws, we therefore take reasonable steps to expeditiously remove from our Services any infringing material that we become aware of. Should Togee become aware that a User has repeatedly infringed copyrights, we will take reasonable steps within our power to terminate the User's account.

- 8.2.3. Any User may report suspected copyright infringement. If you believe that anything on the Services infringes a copyright that you own or control, please report it support@togee.com.

8.3. The content of others

- 8.3.1. Togee reserves the right to review all content that appears on the Services and to remove any content that violates these Terms or the law, however, we do not necessarily review all of it.
- 8.3.2. We clarify in these Terms that we do not want the Services to be put to wrongful and unlawful uses. However, because we do not review all content, we cannot guarantee that content on the Services, or that our users' use of our Services, will always conform to and comply with our Terms.
- 8.3.3. You may report Content that you believe is not compliant with our Terms or is unlawful by support@togee.com. (graphic violence, pornography, etc.) We will review all reports and act as we see necessary, e.g. remove inappropriate Content or terminate the Account of the User.
- 8.3.4. Our Services may contain advertisements. Togee lets you access and use our Services, in consideration, you agree that we, our affiliates and our third-party partners may place advertising on the Services. These advertisements may include personalized advertising based upon the information you provide us or we collect or obtain about you, consistent with our Privacy Policy. Because of the fact that the Services contain content that you and other Users have provided us, the advertisements may in some cases appear near, between, over or in your Content.

9. Links on the Service

- 9.1. As a User you may include and share hyperlinks on the Service to other websites that are not owned or controlled by Togee (Third party websites). Togee does not exercise any control over such third-party websites and assumes no responsibility for the content, privacy policies, or practices related to them.
- 9.2. You acknowledge and agree that Togee is not responsible for the availability of any third-party websites or resources. Togee does not endorse any advertising, products or other materials on or available from such third-party websites or resources.
- 9.3. You acknowledge and agree that Togee is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites, including purchases and online orders from external sites.

10. Prohibited Use

- 10.1. In order for you and all of the other Users to get the best experience, and for us to be able to provide the Services smoothly and without disturbance, you need to agree to restrain from certain uses and acts specified in this chapter, in relation to the Togee app.
- 10.2. You agree not to copy, reproduce, distribute, transmit, broadcast, display, sell, license, build or benchmark a competitive product or service or otherwise exploit for any other purposes that are inconsistent with these Terms any content of any part of the Service, including but not limited to any content, in any medium without the prior written authorization of Togee or the respective licensors of the content. This does not apply if Togee makes available the means for such distribution through functionality offered by the Service.
- 10.3. You agree not to alter, modify, disassemble, decompile, prepare derivative works of, reverse engineer or otherwise gain access to the source code of the Service or any part thereof.
- 10.4. You agree not to access content through any technology or means other than those offered through the functionality of the Service.
- 10.5. You agree not to do anything that interferes with, impairs, harms, abuses or disrupts the intended operation and performance of the Service.

- 10.6. You agree not to circumvent, disable or otherwise interfere with any Service security related features or features that (i) prevent or restrict use or copying of content or (ii) enforce limitations on use of the Service or the content accessible via the Service.
- 10.7. You agree to only access content for personal reasons, non-commercial use solely as intended through and permitted by the normal functionality of the Service (prohibited activities are according to this section - included but not limited to - the use of a domain name or URL in your username without our prior written permission, and buying, selling, transferring any aspect of your account (including your username).
- 10.8. You agree not to use the Service for illegal, fraudulent, false, misleading or unauthorized activity (included but not limited to: transmit through the Service any material that may infringe or violate the intellectual property or other rights of third parties; using the Service to communicate any message or material that is harassing, bullying, libelous, threatening, obscene, indecent, violent or is otherwise unlawful and would give rise to civil liability, or constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation; impersonating others; providing inaccurate information; creating an account for someone else without any prior expressed permission; posting private or confidential information; making audio and video recordings without the consent of subjects).
- 10.9. You agree not to use the Service in violation of our policies, or in a manner that violates applicable law, including but not limited to anti-spam, export control, privacy and anti-terrorism laws and you agree that you are solely responsible for compliance with all such laws and regulations.

11. Intellectual Property Rights

- 11.1. Togee expressly declares that it owns all proprietary rights to the Togee app and all copyright, industrial property rights and related rights in and to all elements of the Togee app, and that no third party has any right whatsoever to prevent or inhibit the User's use of the software or other system component.
- 11.2. These Terms shall in no way affect the intellectual property of Togee in connection with any intellectual property related to the Togee app and the Services, or its unlimited and exclusive use rights. These in any event, remain solely the property of Togee or use thereof, and you, as the User will not acquire any copyright, user, intellectual property, or other rights in the Togee app, neither unlimited, nor limited.
- 11.3. All elements of the Togee app (Especially goodwill, domain, company name, graphics, trademark, etc.) are protected by the Togee's copyright and, where applicable, by its intellectual property rights. Use, processing, copying, reproduction, distribution, storage of these in any way, use for any purpose other than specified in these Terms, without the express written consent of the right holder, constitutes copyright infringement, which entails appropriate legal consequences.
- 11.4. Retrieving any material from the Togee app or its database is only possible by referring to the Togee app, even if the retrieval happens with the written consent of Togee.
- 11.5. Togee reserves all rights to all elements of the Togee app and Services, interpreted in a broad sense, including domain names, associated domain names, and internet advertising space.
- 11.6. Under no circumstances may your use of the Service cause the source code to be decrypted or decompiled by you, and, as the User shall not otherwise, in any way infringe upon Togee's intellectual property rights.
- 11.7. It is also prohibited to adapt the contents or parts of the Togee app and the Services, and the use of any application to modify or index the Togee app or any part thereof (e.g.: search engine, or any other decryptor).
- 11.8. In the event of a copyright infringement, Togee may enforce its right to damages and any other legal consequences against the infringer.

12. Exclusion of warranties

- 12.1. Togee cannot promise that the Services will always work flawlessly, despite trying to, and doing its best to provide you with a good user experience and smooth Services free of annoyances.

12.2. We cannot guarantee that (a) the Services will always be secure, error-free or timely; (b) the Services will always function without delays, disruption or imperfections; or (c) that any content or information you obtain through the Services will be timely or accurate.

12.3. The Service is provided on an "as is" basis and Togee makes no warranty or representation to you with respect to them.

12.4. Togee wants you to know that you have certain consumer rights according to the laws of the country you live in. These rights are statutory rights, you are always entitled to them as a customer and you cannot agree to alter or waive them. This means that they cannot be overruled by these Terms, and these Terms do not affect them.

12.5. Togee is not responsible for any damages resulting from the use of the Services, especially the ones arising from the following actions: downloading, obtaining data through the use of the Services, retention of any User information or communications between Users. Using the Services happens always at your own risk.

13. Limitation of liability

13.1. Togee, is not liable for any damages, loss of profits or revenues, or any loss of data, use, goodwill or other losses, if these result from (i) your use of the Services; (ii) your access or inability to access the Services; (iii) the conduct or content of other Users or third parties on or through the Services; or (iv) unauthorized access, use or alteration of your content.

13.2. Nothing in these Terms, including the limitations above shall exclude or limit Togee's liability for losses which we cannot lawfully exclude or limit according to the applicable law.

14. Indemnification

14.1. You agree to indemnify Togee, our affiliates and every contracted colleague or partner, if relevant, from any and all claims of third parties that arise in relation to your usage of the Togee app or any other act that is against these Terms.

15. Your personal data

15.1. You can read about the personal data we collect from you and how we use them in our Privacy Policy, which you can find in the Togee app or on our website www.togee.com. You are responsible for providing us with real, valid and up-to-date personal data. Any consequences arising from false, wrong, untrue or misleading data shall be borne solely by you.

16. Miscellaneous

16.1. If any court of law that has jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the remaining. The remaining provisions of the Terms will continue to be valid and enforceable.

16.2. These Terms and your relationship with Togee under the Terms, shall be governed by Swedish law.

16.3. These Terms have been prepared in English, and the English version shall govern at all times, no matter how many other versions in different languages are added later on.

16.4. You may terminate these Terms between you and Togee by deleting your Account. We also have the right to terminate immediately, by deleting your Account if you violate our Terms. After termination you no longer have access to your Account.