

1. Welcome to Matteappen / Magma

Thank you for using Matteappen/Magma ("Matteappen/Magma", "we", "us", "our"). These Terms and Conditions ("Terms") are applicable to websites (including matteappen.se, teachers.matteappen.se, magmamath.com and teachers.magamath.com) and software/mobile applications ('apps'), all owned and operated by Radish AB and from or in connection with which you are accessing this document. We refer to such websites and apps in this agreement as the "Matteappen / Magma Service" or "Service". The mobile application is referred to as the "App". By using the Services or accessing any content or material that is made available by Radish AB or its users through the Service you understand and agree to accept and adhere to the following terms and conditions as stated herein.

Your agreement with us includes these Terms, our Acceptable Use Policy and our Privacy Policy.

The Terms, the Acceptable Use Policy, Privacy Policy, and any additional terms or agreements that you have agreed to are referred to as the "Agreements". If you wish to review the terms of the Agreements, the effective version of the Agreements can be found on Matteappen's/Magma's website.

Please read the Agreements carefully as they contain important information about Matteappen / Magma. Services provided to you and any fees and charges applicable to the Services. You acknowledge that you have read and understood the Agreements, accept these Agreements, and agree to be bound by them. If you don't agree with (or cannot comply with) the Agreements, then you may not use the Service.

You promise that your registration information and any other information that you submit to us are true, accurate, and complete, and you agree to keep it that way at all times. You promise that no other person shall be allowed to use or access your account, or in any other way make use of the rights conferred to you pursuant to the agreements.

2. Responsible use and conduct

By visiting our Services and accessing the information, resources, services, products, and tools we provide for you, either directly or indirectly (hereafter referred to as 'Resources'), you agree to use these Resources only for the purposes intended as permitted by (a) these Terms, and (b)

applicable laws, regulations and generally accepted online practices or guidelines ("Acceptable Use").

You understand and agree that in the event of a violation of the Acceptable Use we may immediately terminate or suspend your Matteappen/Magma account.

3. Changes to the Agreements

We reserve the right to change these Terms from time to time without notice. You acknowledge and agree that it is your responsibility to review the Terms periodically to familiarize yourself with any modifications. In the event of material changes to the Terms, we will notify you at least 30 days before these new Terms apply to you, by issuing notice accessible through your use of the Services or by email to your registered email account. Please therefore make sure you read any such notice carefully. Your continued use of the Services after such modifications will constitute acknowledgment and agreement of the modified Terms. If you do not wish to continue using the Service under the new version of the Terms, you may terminate the Agreements by contacting us.

6. Licensed rights

The Matteappen/Magma Service and the Resources are the property of Radish AB or Radish's licensors. We grant you a limited, non-exclusive, revocable license to make use of the Service for non-commercial, educational use of the Service (the "License"). This License shall remain in effect until and unless terminated by you or Radish AB. Except for the rights expressly granted to you in these Agreements, Radish AB grants no right, title, or interest to you in the Radish AB Service or Resources.

The Matteappen/Magma software applications and the Resources are licensed, not sold, to you, and Radish AB and its licensors retain ownership of all copies of the Matteappen/Magma software applications and Resources even if you have downloaded such Resources to your personal computers, mobile handsets, tablets, and/or other relevant devices.

All Matteappen/Magma trademarks, service marks, trade names, logos, domain names, and any other features of the Matteappen/Magma brand are the sole property of Matteappen/Magma.

The Agreements do not grant you any rights to use any Matteappen/Magma Brand for any purpose, whether for commercial or non-commercial use.

8. User-Generated Content

The Matteappen/Magma Service includes user content, including without limitation images, video, text, messages, information, user feedback and any other content ("User Content"). You hereby grant to Matteappen/Magma a perpetual (or, for as long as permitted under applicable law), non-exclusive, sub-licensable, transferable, royalty-free, irrevocable, fully paid, universal license to commercialize, use, reproduce, make available to the public (e.g. perform or display), publish, translate, modify, create derivative works from, and distribute any of your User Content you have made available to the public in connection with the Service through any medium, whether alone or in combination with other content or materials, in any manner and by any means, method or technology, whether now known or hereafter created. Aside from the rights specifically granted herein, you retain ownership of all rights, including intellectual property rights, in the User Content. Where applicable and permitted under applicable law, you also agree to waive any "moral rights" (or the equivalent under applicable law) such as your right to be identified as the author of any User Content, including Feedback, and your right to object to derogatory treatment of such User Content.

You promise that, with respect to any User Content you post on Matteappen/Magma, (1) you have all rights necessary to upload such User Content to the Matteappen/Magma Service and to grant the above license to Radish AB, and (2) such User Content, or its use by Radish AB as contemplated by the Agreements, does not violate the Agreements, applicable law, or the intellectual property (including without limitation copyright), publicity, personality, or other rights of others or imply any affiliation with or endorsement of you or your User Content by Radish AB or any rights holder without express written consent from such individual or entity.

Radish AB may review, monitor, edit or remove User Content in our sole discretion, but is under no obligation to do so. In all cases, Radish AB reserves the right to remove or disable access to any User Content for any or no reason, including but not limited to, User Content that, in Radish AB's sole discretion, violates the Agreements. Radish AB may take these actions without prior notification to you or any third party. Removal or disabling of access to User Content shall be at

our sole discretion, and we do not promise to remove or disable access to any specific User Content.

You are solely responsible for all User Content that have published on Matteappen/Magma. Radish AB does not endorse the correctness of the User Content or any opinion contained in any User Content. You will, to the greatest possible extent permissible under applicable law, indemnify and hold Radish AB and its licensors harmless from and against any third party claim asserting that the User Content violates any third party rights or applicable laws, regulations or legal requirements anywhere in the world, including any loss, costs and expenses arising out of such third party claim.

9. DMCA and User Content reporting

The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that material available in the Service infringes your copyright, you (or your agent) may send to Radish AB a written notice by mail or e-mail, requesting that Radish AB removes such material or blocks access to it. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send to Radish AB a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. See <http://www.copyright.gov/> for details. Notices and counter-notices must be sent in writing to Henrik Appert as follows: By mail to Henrik Appert, Radish AB, Kornhamnstorg 55, 111 27 Stockholm, Sweden; or by e-mail to henrik@radish.se. We suggest that you consult your legal advisor before filing a DMCA notice or counter-notice. Please note that Radish AB may, in appropriate circumstances, terminate or suspend users and accountholders who are repeat infringers.

Notwithstanding the foregoing, Radish AB may in its sole discretion take such actions as it deems fit in order to protect the intellectual property rights of any intellectual property owner, including but not limited to removing User Content.

11. Account security

As creator of your Matteappen/Magma account you have access and control over the account and the devices that are used to access the Service. To maintain control over the account and to

prevent anyone from accessing the account, you should maintain control over the devices that are used to access the Service and not reveal the password nor any payment details associated with your account to anyone. You are responsible for updating and maintaining the accuracy of the information you provide to us relating to your account. You are also responsible for preventing unauthorized access and use of your account by any other than you. We can terminate your account or place your account on hold in order to protect you, Radish AB or our partners from conducting or attempting to conduct identity theft or other fraudulent activity.

12. Term and termination

The Agreements will continue to apply to you until terminated by either you or Radish AB. You may terminate the Agreements at any time. Radish AB may terminate the Agreements or suspend your access to the Matteappen/Magma Service at any time, including in the event of your actual or suspected unauthorised use of the Service and/or Resources, or non-compliance with the Agreements. If you or Radish AB terminate the Agreements, or if Radish AB suspends your access to the Matteappen/Magma Service, you agree that Radish AB shall have no liability or responsibility to you and Radish AB will not refund any amounts that you have already paid, to the fullest extent permitted under applicable law.

You hereby acknowledge and agree that the perpetual license granted to Radish AB by you in relation to User Content will continue after expiry or termination of any of the Agreements for any reason.

All sections of the Agreements that, either explicitly or by their nature, must remain in effect even after termination of the Agreements, shall survive termination.

13. Warranty and disclaimer

Although Radish AB will endeavor to provide the Matteappen/Magma Service in the best possible way without interruptions, you understand and agree that the Matteappen/Magma Service is provided “as is” and “as available”, without any express or implied warranty, condition or assurance of any kind. This means that we do not represent or warrant to you that:

1. the use of the Matteappen/Magma Service and the Resources will meet your needs or requirements.

2. the use of the Matteappen/Magma Service and the Resources will be uninterrupted, timely, secure or free from errors.
3. the information obtained by using the Matteappen/Magma Service and the Resources will be accurate or reliable, or
4. any defects in the operation or functionality of Matteappen/Magma Service or any Resources we provide will be repaired or corrected.

You are using the Matteappen/Magma Service and the Resources at your own risk and for your own account. Any Resources downloaded or otherwise obtained through the use of the Matteappen/Magma Service is done at your own discretion and risk, and you are solely responsible for any damage to your computer or other devices for any loss of data that may result from the download of such Resources. Radish AB and all owners of the Resources make no representations and disclaim any warranties or conditions of satisfactory quality, merchantability, fitness for a particular purpose, or non-infringement. Neither Radish AB, its licensors, partners nor any owner of Resources warrants that the Matteappen/Magma Service is free of malware or other harmful components. In addition, Matteappen/Magma makes no representation nor does it warrant, endorse, guarantee, or assume responsibility for any third party applications (or the resources thereof), User Content, or any other product or service offered by a third party on or through the Matteappen/Magma Service or any hyperlinked website, or featured in any banner or other advertising. You understand and agree that Radish AB is not responsible or liable for any communication between users or any transaction between you and third party through the Matteappen/Magma Service. No information or advice, whether expressed, implied, oral or written, obtained by you from Radish AB or through any Resources we provide shall create any warranty, guarantee, or conditions of any kind, except for those expressly outlined in these Terms.

This section shall apply to the greatest possible extent permitted under applicable law.

14. Limitation

YOU HEREBY AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY PROBLEMS OR DISSATISFACTION WITH THE MATTEAPPEN/MAGMA SERVICE IS TO UNINSTALL ANY MATTEAPPEN/MAGMA SOFTWARE AND TO STOP USING THE SERVICE. WHILE RADISH AB ACCEPTS NO RESPONSIBILITY FOR THIRD PARTY APPLICATIONS OR

THE RESOURCES THEREOF, AND WHILE YOUR RELATIONSHIP WITH SUCH THIRD PARTY APPLICATIONS MAY BE GOVERNED BY SEPARATE AGREEMENTS WITH SUCH THIRD PARTIES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR SOLE AND EXCLUSIVE REMEDY, AS WITH RESPECT TO RADISH AB, FOR ANY PROBLEMS OR DISSATISFACTION WITH THIRD PARTY APPLICATIONS OR THE RESOURCES THEREOF, IS TO UNINSTALL AND/OR STOP USING ANY SUCH THIRD PARTY APPLICATIONS.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL RADISH AB, ITS OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, DIRECTORS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, SUPPLIERS, OR LICENSORS BE LIABLE FOR (1) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES; (2) ANY LOSS OF USE, DATA, BUSINESS, OR PROFITS (WHETHER DIRECT OR INDIRECT), IN ALL CASES ARISING OUT OF THE USE OR INABILITY TO USE THE MATTEAPPEN/MAGMA SERVICE, THIRD PARTY APPLICATIONS, OR THIRD PARTY APPLICATION CONTENT, REGARDLESS OF LEGAL THEORY, WITHOUT REGARD TO WHETHER RADISH AB HAS BEEN MADE AWARE OF THE POSSIBILITY OF THOSE DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE; OR (3) AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE MATTEAPPEN/MAGMA SERVICE, THIRD PARTY APPLICATIONS, OR THIRD PARTY APPLICATION CONTENT MORE THAN THE AMOUNTS PAID BY YOU TO RADISH AB FOR THE PRECEDING TWELVE MONTHS PRIOR TO THE RELEVANT LIABILITY AROSE, TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW.

Nothing in the Agreements removes or limits Radish AB's liability for fraud, fraudulent misrepresentation, death or personal injury caused by its negligence, and, if required by applicable law, gross negligence.

15. Third party rights

In addition to the sections above, and notwithstanding anything to the contrary in Terms, this section applies with respect to your use of any version of our app compatible with the iOS operating system of Apple Inc. ("Apple"). Apple is not a party to this Terms and does not own and is not responsible for the app. Apple is not providing any warranty for the app except, if applicable, to refund the purchase price for it. Apple is not responsible for maintenance or other support services for the app and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to the app, including any third-party product liability

claims, claims that the app fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of the app, including those pertaining to intellectual property rights, must be directed to Radish AB. The license you have been granted in these Terms is limited to a non-transferable license to use the app on an Apple-branded product that runs Apple's iOS operating system and is owned or controlled by you, or as otherwise permitted by the Usage Rules set out in Apple's App Store Terms of Service. In addition, you must comply with the terms of any third-party agreement applicable to you when using the App, such as your wireless data service agreement. Apple and Apple's subsidiaries are third-party beneficiaries of these Terms and, upon your acceptance of the terms and conditions of these Terms, will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary of these Terms. Notwithstanding these rights of Apple and Apple's subsidiaries, Radish AB's right to enter into, rescind or terminate any variation, waiver or settlement under these Terms is not subject to the consent of any third party.

16. Miscellaneous

16.1. Indemnification

You agree to indemnify and hold harmless Radish AB and its parent company and affiliates, and their directors, officers, managers, employees, donors, agents, and licensors, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these Terms or the failure to fulfill any obligations relating to your account incurred by you or any other person using your account. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under these Terms. In such event, you shall provide us with such cooperation as is reasonably requested by us.

16.2. Entire agreement

Other than as stated in this section or as explicitly agreed upon in writing between you and Radish AB, the Agreements constitute all the terms and conditions agreed upon between you and Radish AB and supersede any prior agreements in relation to the subject matter of these Agreements, whether written or oral.

16.3. Severability and waiver

Unless as otherwise stated in the Agreements, should any provision of the Agreements be held invalid or unenforceable for any reason or to any extent, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of the Agreements, and the application of that provision shall be enforced to the extent permitted by law.

Any failure by Radish AB or any third party beneficiary to enforce the Agreements or any provision thereof shall not waive Radish AB's or the applicable third party beneficiary's right to do so.

16.4. Assignment

Radish AB may assign the Agreements or any part of them, and Radish AB may delegate any of its obligations under the Agreements. You may not assign the Agreements or any part of them, nor transfer or sub-license your rights under the Agreements, to any third party.

16.5. Indemnification

To the fullest extent permitted by applicable law, you agree to indemnify and hold Radish AB harmless from and against all damages, losses, and expenses of any kind (including reasonable attorney fees and costs) arising out of: (1) your breach of this Agreement; (2) any User Content; (3) any activity in which you engage on or through the Matteappen/Magma Service; and (4) your violation of any law or the rights of a third party.

17. Governing Law / Jurisdiction

The Services are controlled by Radish AB from our offices located in Stockholm, Sweden. As each country has laws that may differ from those of Sweden, by accessing our Services, you agree that the statutes and laws of Sweden, without regard to the conflict of laws and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of the Services and the purchase of any products or services through the Services.

Furthermore, any action to enforce this User Agreement shall be brought in the courts located in Stockholm (Stockholms tingsrätt), Sweden. You hereby agree to the jurisdiction by such courts, and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

Acceptable Use Policy

By visiting our Services and accessing the information, resources, services, products, and tools we provide for you, either directly or indirectly (hereafter referred to as "Resources"), you agree to use the Services and these Resources only for the purposes intended as permitted by (a) the Terms, (b) this Acceptable Use Policy and (c) applicable laws, regulations and generally accepted online practices or guidelines ("Acceptable Use"). **Wherein, you understand that:**

- a. In order to access our Services and Resources, you may be required to provide certain information about yourself (such as identification, contact details, etc.) as part of the registration process, or as part of your ability to use the Services and Resources. You agree that any information you provide will always be accurate, correct, and up to date.
- b. You are responsible for maintaining the confidentiality of any login information associated with any account you use to access our Services and Resources. Accordingly, you are responsible for all activities that occur under your account/s.
- c. Accessing (or attempting to access) any of our Services and Resources by any means other than through the means we provide, is strictly prohibited. You specifically agree not to access (or attempt to access) any of our Services and Resources through any automated, unethical or unconventional means.
- d. Engaging in any activity that disrupts or interferes with our Services and Resources, including the servers and/or networks to which our Services and Resources are located or connected, is strictly prohibited.
- e. Attempting to copy, duplicate, reproduce, sell, trade, or resell our Resources is strictly prohibited.
- f. You are solely responsible any consequences, losses, or damages that we may directly or indirectly incur or suffer due to any unauthorized activities conducted by you, as explained above, and may incur criminal or civil liability.
- g. We may provide various open communication tools on our Services, such as blog comments, blog posts, public chat, forums, message boards, newsgroups, product ratings and reviews,

various social media services, etc. You understand that generally we do not pre-screen or monitor the content posted by users of these various communication tools, which means that if you choose to use these tools to submit any type of content to our Services, then it is your personal responsibility to use these tools in a responsible and ethical manner. By posting information or otherwise using any open communication tools as mentioned, you agree that you will not upload, post, share, or otherwise distribute any content that:

i. Is illegal, threatening, defamatory, abusive, harassing, degrading, intimidating, fraudulent, deceptive, invasive, racist, or contains any type of suggestive, inappropriate, or explicit language;

ii. Infringes on any trademark, patent, trade secret, copyright, or other proprietary right of any party;

iii. Contains any type of unauthorized or unsolicited advertising;

iiii. Impersonates any person or entity, including any Radish AB employees or representatives.

We have the right at our sole discretion to remove any content that we feel in our judgment does not comply with the Agreements, along with any content that we feel is otherwise offensive, harmful, objectionable, inaccurate, or violates any 3rd party copyrights or trademarks. We are not responsible for any delay or failure in removing such content. If you post content that we choose to remove, you hereby consent to such removal, and consent to waive any claim against us.

h. You agree to indemnify and hold harmless Radish AB and its parent company and affiliates, and their directors, officers, managers, employees, donors, agents, and licensors, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this Acceptable Use Policy or the failure to fulfill any obligations relating to your account incurred by you or any other person using your account. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under this Acceptable Use Policy. In such event, you shall provide us with such cooperation as is reasonably requested by us.