

Terms and Condition

1. Acceptance of Terms

Intelliwell Informant is a web monitoring service (the "Service") that is provided by Intelliwell AB, Stockholm-Sollentuna, Sweden, reg.no. 556708-6821, VAT no. SE556708682101, ("Intelliwell"). Some basic services are free of charge, but others are pay services. This user agreement (the "Agreement") covers your use of the Service. Intelliwell provides the Service to you, subject to the terms and conditions set forth herein (collectively, the "Terms of Service" or "TOS"), which may be unilaterally updated or modified by us from time to time without notice to you.

The Service is available only to individuals who can form legally binding contracts under applicable law, and therefore, excludes minors. In addition, since we will be notifying you via your email address, you are certifying in this Agreement that you have the right to use your email address.

By using the Service, you agree to be legally bound and to abide by these Terms of Service just as if you had signed this agreement. You agree and continue to agree to use the Service in a manner consistent with all applicable laws and regulations and in accordance with these Terms of Service.

In order to use the Service, you must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device.

2. Registration Obligations

In consideration of your use of the Service, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Intelliwell has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Intelliwell has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any

portion thereof).

3. Account, Password and Security

You don't need password or account to use the Service. Each report/feed uses a personal web link with a high security value, but it should be protected from unauthorized users. Intelliwell cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

4. Fees

You may use the Service free of charge for personal purposes or if you are an educational or non-profit organization. Usage for business purposes requires a full commercial license. However, you may not sell, lease or resell the services to or on behalf of any other party. In addition, you may not use, or permit to be used, the Service, in violation of any applicable law, regulation or policy, or in violation of any third parties' rights.

5. Termination of Service

Either you or Intelliwell may terminate this Agreement and the Service at any time and for any reason, but until that time, it remains in full force. In addition, you may not assign this Agreement to anyone else.

You agree that Intelliwell, in its sole discretion, may terminate your report/feed or use of the Service, and remove and discard any information, data, text, software, music, sound, photographs, graphics, video, message or other materials (collectively termed as "Content"), within the Service, for any reason, including, without limitation, for lack of use or if Intelliwell believes that you have violated or acted inconsistently with the letter or spirit of the TOS. Intelliwell may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this TOS may be effected without prior notice, and acknowledge and agree that Intelliwell may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that Intelliwell shall not be liable to you or any third-party for any termination of your access to the Service.

6. Modifications to Service

Intelliwell reserves the right at any time and from time to time to modify or discontinue, temporarily, or permanently, the Service (or any part thereof) with or without notice. You agree that Intelliwell shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

7. Links

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because Intelliwell has no control over such sites and resources, you acknowledge and agree that Intelliwell is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Intelliwell shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance of any such Content, goods or services available on or through any such site or resource.

8. Ownership

Intelliwell has and shall retain all right, title and interest in and to any software or technology used in providing the Service, and all intellectual property rights therein.

9. Intelliwell's Privacy Policy

While Intelliwell will not knowingly divulge your email address or any other personal information to outside parties, you agree that Intelliwell will not be liable for acquisition or use of your information by any third party without Intelliwell's knowledge or consent. In turn, you agree that Intelliwell will not be liable for the acquisition or use of personal information about you that is not under our control. Intelliwell reserves the right to use your comments, suggestions, writings or remarks in Intelliwell's literature and promotions. By using the Service, you agree to allow Intelliwell to use your comments, suggestions, writings or remarks without compensation or any other rights or interests. If Intelliwell chooses to use your comments, suggestions, writings or remarks, you agree that Intelliwell does not need your consent. However, Intelliwell will not

identify the specific source of the comments by name or email address without your permission. For more information regarding your privacy see Intelliwell's Privacy Statement.

10. DISCLAIMERS

The service is provided "as is". No warranties are provided, whether written or oral, expressed or implied, with respect to the service, the availability or use of the service, any information or products obtained or derived through use of the service, the transmission, storage or use of your information, or any products or services used in conjunction with the service. Intelliwell and its suppliers specifically disclaim the implied warranties of merchantability, non-infringement and fitness for a particular purpose with respect to the service, availability and use of the service, any information or products obtained or derived through use of the service, and any transmission or use of your information.

The availability of the service depends on many factors, including your connection to the internet, the availability of the informant web site or service, and equipment that is not, by its nature, fault tolerant. Intelliwell makes no warranty that (1) the service will meet your requirements, (2) the service will be uninterrupted, timely, secure, or error-free, (3) the results that may be obtained from the use of the service will be accurate or reliable, (4) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (5) any errors in the software will be corrected.

Any material downloaded or otherwise obtained through the use of the service is done at your own discretion and risk that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

No advice or information obtained by you from Intelliwell or through or from this site shall create any warranty not expressly stated herein.

11. LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, in no event will Intelliwell, its suppliers, licensees or affiliates be liable for any direct, indirect, incidental, special, exemplary or consequential damages that result or arise out of the service, the availability or use of the service, any information or products obtained or derived through use of the service, any other products or services used in conjunction with the service, or any transmission or use of your information.

If you are dissatisfied with the service, or with any of informant's tos, your only remedy is to discontinue using informant.

Some jurisdictions do not allow the limitation or exclusion of incidental, consequential or other types of damages, so some of the above limitations may not apply to you.

12. INDEMNIFICATION

You agree to indemnify and hold Intelliwell, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from and against any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees) incurred by Intelliwell arising out of any use or misuse of the service by you (including any information or products obtained or derived through use of the service), your connection to the service, your violation of these tos, or your violation of any rights of another.

13. Special Warning Regarding Financial Matters

If you intend to receive or request any news, messages, alerts or other information from the Service concerning companies, stock quotes, investments or securities please read the above sections 10 and 11, "DISCLAIMERS" and "LIMITATIONS OF LIABILITY", again. They are especially relevant for you. In addition, for this type of information particularly, the phrase "Let the investor beware" is apt. The Service is provided for informational purposes only, and no Content included in the Service is intended for trading or investing purposes. Prior to the execution of a stock trade, you are advised to consult with your broker or other financial representative to verify pricing or other information. Intelliwell shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the Service, and shall not be responsible or liable for any trading or investment decisions made based on such information. Additionally, there are no warranties as to the results obtained from the use of the information.

14. Notice

Notices to you may be made via either email or regular mail. The Service may also provide notices of changes to the TOS or other matters by displaying notices or links to notices to you generally on the Service. By continuing to use the Service after changes to the TOS have been posted, you agree and accept the changes.

15. Trademark Information

Informant and the Informant logo are the trademarks of Intelliwell AB. Certain of the names, logos, and other materials displayed in the Service constitute trademarks or intellectual property of Intelliwell or other entities. You are not authorized to use any such marks. Ownership of such trademarks and other intellectual property remains with Intelliwell or those other entities.

16. General Information

This Agreement constitutes the entire agreement between you and Intelliwell with respect to the Service and supersedes all other agreements, contemporaneous and prior, between you and Intelliwell with respect to the Service. Interpretation and enforcement of this Agreement will be governed by the laws of the Kingdom of Sweden without regard to its conflict of law provisions. By using the Service, you hereby consent to personal and exclusive jurisdiction of the courts located within the Kingdom of Sweden in any action arising out of or relating to use of the Service.

Intelliwell's failure to enforce any provision of this Agreement will not be construed as a waiver of any provision or right. No amendment or modification hereof will be valid or binding upon Intelliwell unless assented to in writing (including electronic assent) by Intelliwell. In the event that a portion of this Agreement is held unenforceable, the unenforceable portion will be construed in accordance with applicable laws nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions will remain in full force and effect. Waiver by Intelliwell of a breach of any provision of this Agreement or the failure by Intelliwell to exercise any right hereunder shall not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right. Intelliwell will not be liable in any amount for failure to perform any obligation under this Agreement.

Intelliwell does not have any obligation to monitor use of the Service, but Intelliwell may do so and may also disclose information regarding your use of the Service to satisfy laws, regulations or other government requests.

The section titles in the TOS are for convenience only and have no legal or contractual effect.

You agree that regardless of any statute or law to the contrary, any claim relating to the Service, or this TOS, must be commenced within one year after such claim arose or it is forever barred.