

# Bonuscard - Terms and Conditions

## Links to Privacy Notice:

 [English](#)

 [Svenska](#)

 [Suomi](#)

 [Norsk](#)

## 1. USE OF THE SITE

1. Bonuscard Sverige AB registered in Sweden, Linjalvägen 3, 187 66, Täby, Stockholm, (Bonuscard), grants you a non-exclusive, limited and revocable license to use and access our website ([www.bonuscard.com](http://www.bonuscard.com)) (Website) and mobile application (Application, together being the Platform) subject to these terms and conditions (Terms).
2. In these terms, "us", "we" and "our" derive from us, while "you", "your", "you" and "yours" refer to the users of the website/app.
3. By accepting the email confirmation and using the website/app, you also agree to our terms. If you do not accept the terms, you must immediately stop using our website/app.
4. You acknowledge and agree to the [privacy notice](#) and cookie policy included with reference to these terms.
5. You agree that we may change, update or otherwise make additions to the Website/App or these Terms with our full discretion.

## 2. SERVICES

1. The Bonuscard Website/App offers services (Services) to members (Member) where stores, producers and/or distributors (Brand owners) offer stamp cards and other discounts. For members to create account to take advantage of stamp cards and other discounts published by Brand owners for services advertised digitally or in print with third parties. Thanks to username and password (Website) or username and unique code (App), you get access to the service.
2. We neither accept nor take any legal responsibility for any Members or any Brands owners illegal act in connection with the use of our services.
3. When the Member and the Brand owner enforce these terms directly against a third party, no further terms agreement needs to be applied between the Member and the Brand owner for the terms of other services.
4. We can help resolve problems with complaints or disputes regarding our services, you are aware that any legal penalties - breach of contract or the like - that arise in connection with our services are the responsibility of the Member or Brand owner, not us, regardless of what is stated in these terms or on the website.

5. You must cooperate with us and comply with all reasonable requirements, including information and documents regarding the services.

### **3. REGISTRATION**

1. We may accept, reject, cancel or remove the registration on the website and / or create a profile as Member or Brand owner with our full right of action.
2. We will collect special information about you from the registration, such as;
  - a. Brand owners: Name, area, business, benefits, contact person and other additional information about the position posted on the website; and
  - b. Member: Name, email, date of birth (optional and only in Sweden), address (optional), telephone number and other personal information may be required as part of the application.
3. The Brand owner and the Member are aware that both we and other parties are dependent on accurate and complete information from them during the registration process.
4. To approve the registration, we need to verify your email address. You will receive an email with a link confirming your email address. In addition to email verification, we will not make any other inquiries or verify your identity or credentials.
5. You warrant and certify that all information provided is accurate, complete and not misleading and will remain so. In the event of changes to such information, we must be notified of this.

### **4. CODE OF CONDUCT**

1. When using the website and the services:
  - a. do you agree not to engage in any degrading, discriminatory, erroneous, obscene or offensive conduct;
  - b. you agree to treat the Website/App and its users with respect and will not engage in any activity that may be perceived as bullying, harassment, degrading, offensive or otherwise degrading;
  - c. you agree not to violate any national or international labor law or regulation in your jurisdiction;
  - d. you must provide correct personal information and contact information. You will only represent yourself and will not create false aliases or impersonate any other person (with or without their consent) when using the Website;
  - e. you may not modify, publish, transmit, update or share any information
  - f. may not attempt to gain unauthorized access to any part of the Website's/App's functions or other systems or networks connected to the Website/App or any server, computer, network, or any other of the Website's services activities; and
  - g. does not violate any of the terms.
2. We reserve the right to deny you access to the Website/App if it comes to our knowledge or if we suspect that you are not an authorized user.
3. In the event of a breach of conditions that results in any loss or damage, we can rightly demand compensation from you.

### **5. PRICES AND PAYMENTS**

1. The service is free of charge for Members.

## **6. SITE TERMS OF USE**

1. The Terms of Use mean that:
  - a. you are over 18 years of age (or over 16 years of age and under the supervision of a guardian);
  - b. you have the authority to bind activities to the website provided that you use the website or purchase our Services;
  - c. you register on the Website/App to take part in Services;
  - d. you only use the Website/App for lawful purposes.
  - e. you do not engage in any derogatory, improper, indecent or offensive biting behavior;
  - f. you do not violate any local, state, national or international law in your jurisdiction by using this website/app;
  - g. you will treat the Website/App and its users with respect and will not engage in any act that may be perceived as bullying, harassment, degrading, offensive or otherwise degrading (in accordance with guidelines determined by us);
  - h. you must provide us with accurate personal information and contact information. You will only represent yourself and will not create false aliases or impersonate anyone else (with or without their consent) when using the Website;
  - i. you understand and agree that all bonus cards, discount codes, refer a friend codes and all other benefits included in the Services are personal and may not be published publicly; and
  - j. you do not violate any of these terms.
2. You will indemnify us in the event of any loss or damage arising in connection with a breach of this clause.

## **7. ACCESSIBILITY OF THE SITE**

1. You are aware that we are not obligated to keep the Website/App available to you and make no warranties about its availability.
2. We disclaim to us the responsibility for the unavailability of the website, or any of the services provided on the website, or any interruptions or errors of any kind (including errors by our ISP or web hosting service provider, third party infringement or force majeure), you accept that we are not responsible for any loss or damage you or another person incurs through the inaccessibility of the website. We make no warranties, directly or indirectly, regarding the ongoing availability of the Website/App or the Services.
3. We make no warranties, directly or indirectly, regarding the ongoing availability of the Website/App or the Services.

## **8. INTELLECTUAL PROPERTY LAW**

1. The Website and all related content (including source code, data usage, ideas, improvements, new features, suggestions or other information provided by any user) are copyrighted and may be used for any purpose related to our website/app or business. Without our written consent, you may not copy the Website/App for your own commercial purposes, including:
  - a. copy or use the profile information of Member

- b. in any way copy all or part of the Website/App; or
  - c. Integrate all or part of our website with other websites, webpages, websites, applications or other digital or non-digital format.
2. We have moral and registered rights in the trademark and it is not permitted to copy, change, use or otherwise trade in the trademark without our written consent.

## **9. THIRD PARTY PLATFORMS AND ADVERTISING**

1. The Website may contain information and advertising from third party companies, people and Third Party websites. By using our website, you agree to the receipt of this information at the same time.
2. We are not responsible for any information coming from third parties and we are not responsible for the reliability conveyed in third party information or statements (or your contacts with third parties), nor can we be responsible for the content of any advertisements.

## **10. LIMITATION OF LIABILITY AND INJURY**

1. You agree to use the Website at your own risk.
2. You agree that we are not responsible for the conduct of any customer, seller or other users and we are not responsible for their operations under any circumstances.
3. You are solely responsible for the security of the username and password you have chosen to access the Website/App. You are solely responsible for the use of your account, regardless of who uses it, with or without your consent. We must be notified immediately in the event of any misuse or unauthorized access to your account.
4. You agree not to rely on any statements, commitments, assurances or warranties (whether in good faith or in negligence) from us that are not set forth in these Terms when using the Website and its purchases and products.
5. You agree to indemnify us for any loss, damage, costs or expenses you have incurred in connection with the use of or in connection with any behavior on the Website/App, including violation of these terms.
6. We will not under any circumstances be liable for any direct or indirect damages, loss of information or data intrusion, loss of profit, clientele, negotiation or opportunities, loss of revenue or other such loss resulting from your access to, use of or inability to use the Website/App or its content or any content related to the Services (services provided or not provided), whether or not based on warranty, contract, misconduct, negligence in capital or other legal circumstances, and even if had known or should have been aware of such damage, to interruptions in business operations, both in fraud, agreements or otherwise.
7. If we are found liable for any damage or loss that may in any way be linked to your use of the Website/App, its content or services, our liability will not exceed the cost of your services provided. We disclaim liability from us for other damages, including indirect, unintentional, criminal law

## **11. WARRANTIES AND DISCLAIMERS**

1. Use of this Website/App is at your own risk. Information, materials and services on or through this Website/App are provided as is without any

warranties of any kind including warranties of purchase, fitness for a particular purpose, non-infringement of intellectual property rights. We, or any of our affiliates, make no warranties about the accuracy or completeness of the information, materials or services provided on this site. The information, materials or services provided on the Website/App may be out of date. Neither we, nor our partners, make any commitment or obligation to update such information, materials or services. The above exceptions to guarantees do not apply unless the legislation states otherwise. See current legislation in your jurisdiction.

## **12. PRIVACY AND COOKIE POLICY**

1. By accepting our [privacy policy](#) and cookie policy, you agree not to do anything that compromises the maintenance of our privacy or cookie policy, nor anything that contravenes the privacy policy or cookie policy and affects your use of the Website/App.
2. We may change our [privacy policy](#) and cookie policy without notice, by continuing to use our website you agree to such changes.

## **13. TERMINATION**

1. We may terminate the cooperation immediately through a written termination in accordance with the terms. It is not necessary to justify the dismissal. If these Terms are terminated, you must immediately stop using the Website or the Services.
2. Members may terminate their membership of the Website/App immediately by using the functionality or by sending us a written notice of termination.
3. Your access to the Website/App may be terminated at any time, if we deem it necessary, on a temporary or permanent basis. If you are notified that your user license is being terminated, you must immediately cease all use of the Website.

## **14. NOTICE**

1. You can contact our support department via email ([info@bonuscard.com](mailto:info@bonuscard.com)).
2. You can send us notices, inquiries, complaints, comments and the like that we should use or publish on the Website/App. We will notify you if we publish updated information on the Website/App.
3. Messages and other correspondence will be sent to the email address you provided at the time of registration. You are responsible for keeping your contact information up to date.
4. A consent, notice or service to this agreement is valid provided that it is sent electronically (in accordance with the Electronic Communications Act 2000 and the Qualified Electronic Signatures Act) unless physical delivery is required by law.

## **FOR USERS RESIDENT IN THE UNITED STATES**

### **1. NO CLASS ACTION**

- a. You agree that both parties can promote comments on an individual basis and not attended to a claims or community class, representative or private agent or general or general. unless both parties agree, an arbitrary cannot consolidate or connect more than one person or party's

requirements and may not in any other way lead over a consolidation, representative, representative.

## 2. FROM PROCEEDINGS

- a. You expressly waive the right to sue Bonuscard in the event of any action claims regarding the App, the Website and / or the Services.

## 3. PRESCRIPTION

- a. To the extent permitted by law, any claims or actions related to the App, the Website and / or the Services shall be filed within one year after such claim or action is discovered. If the law allows and, where applicable, all action requirements arising from the publication of any content through the Apps, the Website and / or the Services shall accrue on the first day after the publication.

## 4. UNAUTHORIZED ACCESS

- a. Attempted unauthorized access by Bonuscard servers violates Federal Computer Fraud and Abuse Act, 18 U.S.C. § 1030 which is responsible for civil law and penalties. In addition, depending on the circumstances, such conduct may violate the Electronic Communications Privacy Act, 18 U.S.C. § 2510 and the Stored Communications Act, 18 U.S.C. § 2701, both of which include civil law and criminal sanctions. Bonuscard considers that unauthorized access and / or downloading of information content falls within the scope of this prohibited conduct. Furthermore, the Bonuscard shall treat any endorsement or knowledge of the role of third parties to engage in the above prohibited conduct as intentional participation in such conduct.

## 16. GENERAL

1. We may assign or otherwise create interest in their rights, in accordance with these Terms, in writing.
2. We may at any time take the liberty to change these Terms, which you are informed of in writing.
3. Any provision of these Terms which is invalid or unenforceable in any jurisdiction shall, in respect of that jurisdiction, be ineffective for the extent of the invalidity or absence without prejudice to the remaining provisions of these Terms or affect the validity or enforcement of that provision. in any other jurisdiction. The Parties will negotiate in good faith to replace any such provision with a provision that is valid, enforceable and compliant with these Terms as far as is reasonably practicable.
4. These Terms form part of an e-commerce transaction and the parties agree that these Terms shall be approved electronically and the formation and validity of the agreement entered into electronically.
5. The termination of these Terms does not affect the rights of the parties before the termination of these Terms.
6. These Terms and any non-contractual obligations that follow them are governed by the laws of Sweden and you send it to non-exclusive jurisdiction of the courts of Sweden.