

Terms of Service

Applicable when using the Greta script
Applicable from 2015-07-01

1. ABOUT GRETA

We ♥ user experience and have therefore developed a solution for data distribution that scales organically and has the potential of making your website faster. By adding our simple script – Greta – to your site, your content will be distributed directly between your End Users, through peer-2-peer technology. Greta will only distribute data this way, if the script deems that the peer-2-peer distribution will bring better quality for the End User, than the solution you have in place today. As we use webRTC technology, no End User action is needed, and if we for any reason cannot deliver the data by peer-2-peer distribution, we always fallback to the solution you have in place today. The effect of Greta will depend on different parameters of your users' behavior, but the beauty is that the more users you get, the greater the benefits will be of Greta.

We want to emphasize that this is the beta version of Greta and we are still developing the technology. However, we would love for you to try this beta version of Greta in the meantime. Until further notice, we are happy to offer you Greta free of charge. You will be granted access to Greta after setting up a User Account at our Website, and at the same time accepting these Terms. We have written these Terms to avoid misunderstandings and to make it clear on what conditions we can offer you this new solution for distribution. It would make us happy if, and we strongly recommend that, you read the Terms thoroughly.

2. DEFINITIONS

"CDN"	Content delivery network.
"End User"	The users and visitors of the website to which you have implemented the Greta script.
"Google"	Google, Inc.
"Greta"	The peer-2-peer distribution script, developed by us, which consists of source code that you integrate with the code of your site, as well as the underlying and enabling technology, also developed by us.
"Terms"	These Terms of Service & our Privacy Policy.
"Third party cookies"	Cookies belonging to third parties, which we do not control.
"Third party websites"	Websites belonging to third parties, which we do not control.
"User"	The legal entity, or physical person, who has been granted access to Greta, accepted these Terms and own the domain where Greta is implemented.
"User Account"	The User Account, which you register in order to use and access Greta.
"We/us"	Greta + Friends AB, company registration number 559007-9603.
"Website"	www.greta.io
"You"	The legal entity, or physical person, who has been granted access to Greta, accepted these Terms and own the domain where Greta is implemented.

3. FACTS REGARDING GRETA, PEER-2-PEER & SHARING CAPACITY

3.1 Greta is based on peer-2-peer distribution technology. The script enables faster distribution and Greta's decentralised distribution network scales with the number of concurrent users on your site. This is great for providing for example high quality pictures to many users at the same time. The effects of Greta is however dependent on several different parameters, connected to the behaviour of the End Users, which is the reason why we cannot guarantee a certain effect of Greta in the specific case.

3.2 How it works – Greta distributes data by enabling matching peers to share content. Greta thereby creates a decentralised distribution network where data flows between peers. This data has been received from servers to one of the peers in the network, and can thereafter be distributed to other peers without having to pass servers again. This is possible by utilizing a small proportion of the End User's bandwidth and disk capacity.

3.3 We want to underline that Greta is not a substitute to regular hosting, servers or traditional CDNs. It is rather a supplement with the aim to enable you to decrease your scale of traditional distribution, and to strongly improve user experience during heavy traffic. If you stop to use Greta, have in mind that you might need to scale up your capacity to keep the same data distribution capacity. We also want to inform you that Greta does not provide you with protection against Distributed Denial of Service attacks (commonly referred to as DDoS attacks), which many traditional CDNs provide. There are additional services that are provided by CDNs that Greta does not provide.

3.4 We continuously and thoroughly measure the End Users' capacity, which Greta uses. The magnitude is so small that it is highly unlikely that the End User would notice any decrease in capacity. On the opposite, the End User will most likely experience faster distribution and higher quality of service. Our intention is to enable End Users that use mobile devices, to only receive data through peer-2-peer technology, but not to distribute any data by peer-2-peer. As of today, we cannot distinguish different connection types. In case the Internet capacity of the End User is strongly limited due to deriving from a mobile Internet connection, this means that there is a slight risk that Greta will cause the Internet capacity to run out. Please note that we do not in any way inform your End Users about the use of Greta, but you can of course inform them that you are a Greta User.

4. HOW TO GET STARTED WITH GRETA

4.1 First, you need to connect with our Website. Secondly, you register a User Account by specifying your e-mail, your webpage domain, a password of your choosing and at the same time – you need to accept these Terms and acknowledge that you have taken part of the provisions herein. Thirdly, we will provide you with the Greta script with a unique access token. This access token will be connected to your domain. This means that no one else can use your unique script, and you cannot share it with your friends.

5. USE OF GRETA & SUPPORT

5.1 After you have completed the three steps in section 4.1 above, you are all set to start using the Greta script. You commit to state correct and complete information while registering your User Account, such as name, e-mail address and second-level domain. In addition, you commit to update your info in case it changes. You are free to choose your own password and you agree to keep it confidential. You undertake only to implement Greta on a domain to which you have all the proprietary rights. You agree to ascertain, and guarantee, that you will not use Greta in any manner, which is a violation of Swedish legislation or these Terms. You are liable for all damage we might suffer due to your violation of this section 5.1.

5.2 After your registration of your User Account and acceptance of these Terms, the Terms shall come into effect. You have the sole responsibility to follow the Terms and comply with any instructions provided by us regarding the use of Greta and the Website. In case you do not accept these Terms, unfortunately we cannot grant you access to Greta.

5.3 We are free to implement updates and changes of the Website of any kind, as well as updates, changes and new versions of Greta. If these implementations or changes will affect you in any significant way, we will give you a heads up before. We are however not obliged to give you a prior notice regarding such changes. Considering this is the free beta version of Greta, we will make updates and changes continuously to improve the script. We may therefore, at any time and for any reason, modify or make additions to these Terms. The new version of these Terms will come into effect after seven (7) days from the date when the amended version was published on the Website. The new version will also be sent to the e-mail you have registered on your User Account.

5.4 Considering the early stage of Greta we cannot guarantee any instant support regarding the script. However, we want to encourage you to give us feedback and to ask us for help when needed by mailing us at support@greta.io. We will get back to you as soon as we can. We advice you, before contacting us, to check the Q&A:s and the Guide on how to implement and use Greta, which you will find at the Website.

6. CHARGES

6.1 Our long-term ambition is to continuously be able to provide smaller Users with Greta free of charge. We may however, at any time and regardless of the reason, change our payment policy and start to charge our Users for the use of Greta. Nevertheless, we do guarantee that we will inform you at least four (4) weeks ahead of such implementation of charges. Information regarding the introduction of charges will be clearly communicated on our Website and will be sent to you by e-mail to the address you stated when registering the User Account.

6.2 We want to offer everyone our great script but we cannot guarantee your access to Greta free of charge if you for example want to implement Greta on a domain with a substantive amount of visitors. In case the site/sites connected to your User Account reaches more than three thousand (3 000) concurrent End Users at any point in time we reserve the right to contact you to either (i) agree on a price for continuing your access to Greta, or (ii) to discontinue your access with one (1) days notice. Our purpose with such contacts and/or discontinuation is to find a good solution for both you and us.

7. INTERRUPTIONS & LIMITATIONS OF GRETA

7.1 We do not leave any guarantees, and we do not have any responsibility, to provide a continuous and secure access to Greta and the Website without disruptions. We may be forced to suspend your access due to maintenance of the script or other technical reasons as well as due to other internal circumstances, which make our performance of providing you with Greta substantially more difficult in comparison to the situation when entering into these Terms. The function of the Greta script as well as the Website may also be limited due to problems with your Internet connection or other circumstances related to a third party provider of yours or ours.

7.2 We reserve the right to, at any time, limit or deny your access to Greta and/or your User Account. For example, we may limit or deny your access in case you have:

- violated these Terms or Swedish law;
- infringed third party intellectual property rights;
- acted in a manner which could cause (i) us, (ii) any of our Users or (iii) any of our Users' End Users harm of any kind; or
- used Greta in a manner or for reasons we reasonably cannot be expected to support.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 By registering a User Account, and entering into these Terms, you are granted a limited in time, non-exclusive license to use Greta in accordance with these Terms and our instructions. All intellectual property rights related to the Greta script and our Website, including but not limited to our trademark, copyright and knowhow are our proprietary rights. These rights will remain ours, and will not be transferred to you, in any way, by your use of Greta or you entering into these Terms. All intellectual property rights related to updates, upgrades or other modifications of Greta, will remain our proprietary rights.

8.2 You have no right to assign, sell, download, copy, distribute, modify or develop the Greta script. You may not allow a third party to use Greta, and you may not grant sublicenses or assign Greta to any third parties. You may not modify, reconstruct, decompile or develop the Greta script and you undertake to refrain from circumventing any of the technical limitations of Greta. Before using our name, trademark, logotype or any other Greta characteristics for marketing, or other reasons, you need to obtain our prior written consent for such use.

8.3 We are proud of our customers and Users. We may therefore tell our partners, investors and other interested persons that you are a Greta-User in the form of a customer referral. We reserve the right to do so without obtaining your prior consent. We also reserve the right to freely communicate to interested persons the aggregated data, generated by our technology, regarding the effects and results of Greta for our Users. We might also want to publish your name and/or logotype on our Website, but prior to doing so we will make sure to obtain your consent. In case you want us to

remove your name from our customer referrals, please send an e-mail to legal@greta.io and we will assist you as soon as we can.

9. THIRD PARTY WEBSITES

- 9.1 Our Website may contain links to Third party websites, which we do not control. We do not have any responsibility for such Third party website or its content. You run the risk for the use of such Third party websites. We cannot be held responsible for any damages, which originate from your use of services related to Third party websites. We encourage you to thoroughly read the terms of service and privacy policies of such Third party websites.

10. LIMITATION OF LIABILITY

- 10.1 Considering this is the first version, and a free version, of Greta, your usage of Greta will be at your own risk. We disclaim all liability for any circumstances related to:

- i. indirect damages or consequential damages such as loss of profits or income, diminished production and/or loss of data;
- ii. damages due to interruptions, suspensions or other limitations, of any kind and for any reason, of the Website and/or the Greta script;
- iii. damages due to loss of capacity or service attacks in situations as are described in section 3.3 above (we advice you to always have traditional CDN:s and servers alongside with Greta);
- iv. damages caused by third parties or by your use of the Website;

- 10.2 You undertake to indemnify us for any claims pursued by third parties, this comprises the End Users of your site (here referred to as End Users), which are related to your use of Greta and/or the Website, your breach of these Terms or Swedish legislation, as well as to indemnify us for costs related to such claims. We will notify you, without any delay, if such claims are being presented.

- 10.3 In case of liability from our side, such liability shall, provided always and in each case, be subject to a limitation of SEK ten thousand (10 000). This limitation does not apply if we have caused you damage with intent or gross negligence. For your claim to be valid, you need to present it to us without unreasonable delay from when the circumstance to which the claim relates was detected or should have been detected and no later than six (6) months after your, or our, termination of your access to Greta.

- 10.4 We are relieved from liability to perform an obligation under these Terms, if such failure is due to a non-temporary circumstance outside of our control, included but not limited to, acts of god, acts or omissions of authorities, conflicts of the labour market, flood, fire, destruction of property or data of major significance, if the circumstance prevents or makes the performance of the obligation substantially more difficult. If such

circumstance occurs and is expected to last for at least thirty (30) days, we may terminate these Terms.

11. CONTACT INFORMATION

- 11.1 You hereby accept that all communications with us, and by us, will be handled by e-mail. In case you have any questions regarding these Terms, our use of cookies or your personal data, please contact us at legal@greta.io, and at support@greta.io if you have any questions regarding the implementation or use of Greta.

12. ASSIGNMENT OF THE AGREEMENT

- 12.1 You may not assign these Terms or any part thereof to any other party, such as an affiliate, without our prior written consent.

13. TERM & TERMINATION

- 13.1 These Terms shall be applied until either you or we terminate these Terms and your access to Greta. These Terms will therefore continuously be prolonged, until terminated.

14. ENTIRE AGREEMENT & AMENDMENTS

- 14.1 These Terms are the sole agreements, between you and us, in relation to Greta. Oral and written undertakings or agreements prior to the entering into these Terms are void.

- 14.2 No amendments, changes or revisions of these Terms, in whole or in part, shall have any effect unless set forth in writing and signed by our and your authorised representative.

15. APPLICABLE LAW & DISPUTE RESOLUTION

- 15.1 These Terms shall be construed and governed by and in accordance with the laws of Sweden. Any dispute, controversy or claim, brought by you or us, arising out of or in connection with the use of Greta and/or the Website, these Terms or the breach, termination or invalidity thereof shall be referred to and finally settled by arbitration without the application of international private law. The arbitration shall be finally settled in accordance with the Rules of Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce ("SCC").

- 15.2 The arbitration proceedings will be conducted by telephone, online, and/or based solely upon written submissions where no in-person appearance is required. If in-person appearance is required, which shall be the decision of the arbitrator, such hearings shall be held in Stockholm, Sweden. The language to be used in the arbitral proceedings shall be Swedish unless otherwise agreed between the parties.
