

## **Terms and Conditions**

Effective Date: 06.05.2025

### **1. Introduction**

These Terms and Conditions ("Terms") apply to your access and use of the services provided by Journy AB, a company registered in Sweden with company number 559481-8733 and registered office at Billdals Hagenväg 18, 42737 Billdal, Sweden ("Journy," "we," "us," or "our"). By registering for and using our services, you (the "Customer") agree to be bound by these Terms.

These Terms apply exclusively to business users ("entrepreneurs"). By accepting these Terms, you confirm that you are acting for purposes relating to your trade, business, or profession.

### **2. Definitions**

- **Authorised Users:** Employees or representatives of the Customer who are permitted to access the Services.
- **Services:** Access to the Journy e-label platform provided via [www.journy.se](http://www.journy.se).
- **Software:** The proprietary SaaS platform operated by Journy AB.
- **Subscription:** The Customer's chosen annual plan that grants access to the Services, based on label volume.
- **Subscription Term:** The period during which the Subscription is active, renewing annually unless terminated.

### **3. Scope of Services**

Journy AB provides wine producers with tools to create digital e-labels that comply with EU e-label directives. Customers may upload product information, which is displayed via QR codes that consumers can scan to view wine details.

### **4. Registration and Eligibility**

4.1. Registration is limited to businesses. Individuals must register on behalf of a legal entity or sole proprietorship.

4.2. Journy may request proof of business status (e.g., VAT number or corporate registration) before activating the account.

4.3. Customers receive three free e-labels upon registration. Afterward, they must subscribe to a paid plan to continue usage.

### **5. Subscription Plans and Payments**

5.1. Paid plans are as follows:

- 15 labels: €179/year
- 30 labels: €319/year

- 50 labels: €479/year

5.2. Subscriptions are billed annually in advance and automatically renew unless cancelled with 30 days' notice before the end of the current term.

5.3. If a Customer adds more labels than their plan allows, they must upgrade to the appropriate tier. Upgrades are prorated. Downgrades take effect at the next renewal.

5.4. Payments are processed via Stripe (Stripe Payments Europe Ltd). Available payment methods are shown at checkout.

5.5. When the above payment deadline expires, the customer is in default. Interest is to be paid on the outstanding remuneration during the delay at the applicable statutory default interest rate. The provider reserves the right to assert further damages due to delay (e.g. reasonable costs of the necessary legal defense including all court and legal fees, costs for dunning procedures or debt collection).

5.6. No refunds are offered except in cases where the Customer exercises their right of withdrawal within 48 hours of first subscribing.

5.7. The prices for Your subscription may be annually adjusted to compensate for increasing running costs (within reason). These price adjustments will be communicated to You in textual form and shall not apply to any periods that You have already paid for. If the price increase is more than 30% of the previous price, You may object within two weeks of notification. Any change in price resulting from a change in the scope of features or the number of e-labels to be administered shall not be considered a price adjustment.

## **6. Customer Obligations**

6.1. The Customer is responsible for the accuracy and legality of all data they upload.

6.2. The Customer must not:

- Use the platform for unlawful, harmful, or offensive content
- Reverse engineer, decompile, or copy the Software
- Build a competing service using access to the platform

6.3. The Customer agrees not to introduce viruses or attempt to breach the system's integrity.

## **7. Intellectual Property**

7.1. Journey AB retains all rights, title, and interest in the Software, including all underlying technology and design.

7.2. Customers retain ownership of their uploaded data but grant Journey a non-exclusive, royalty-free licence to use, store, publish, and display such content for the purpose of delivering the service, including public QR code access.

7.3. Journy may adapt customer content for mobile or partner display. With prior written consent, Journy may also use the Customer's name and logo as a reference on its website or social channels.

## **8. Availability and Maintenance**

8.1. Journy aims to provide 24/7 access but does not guarantee uninterrupted service. Planned maintenance may result in temporary outages.

8.2. A party shall not be liable for non-performance or delay in performance (other than of obligations regarding payment of money or confidentiality) caused by any event reasonably beyond the control of such party including, but not limited to wars, hostilities, revolutions, riots, civil commotion, national emergency, strikes, lockouts, unavailability of supplies, epidemics, fire, flood, earthquake, force of nature, explosion, embargo, or any other Act of God, or any law, proclamation, regulation, ordinance, or other act or order of any court, government or governmental agency.

## **9. Data Ownership and Portability**

9.1. Customers are the sole owners of their uploaded data. They may request a copy of their data at any time during the Subscription Term.

## **10. Termination**

10.1. The Customer may cancel their Subscription by providing written notice (via email to [hello@journy.se](mailto:hello@journy.se)) at least 30 days before the renewal date.

10.2. Journy may suspend or terminate access immediately if the Customer violates these Terms.

## **11. Limitation of Liability**

11.1. Journy AB is not liable for any indirect, special, or consequential damages arising from use of the Services.

11.2. Total liability is limited to the amount paid by the Customer in the 12 months prior to the claim.

## **12. Changes to Services or Terms**

12.1. Journy reserves the right to modify or improve the platform at its discretion, provided the changes are reasonable and do not materially degrade the service.

12.2. Journy may update these Terms from time to time. Customers will be notified by email or via the platform. If the customer does not object to the validity of the new Terms and Conditions within a period of 30 days after notification, the changed Terms and Conditions are deemed to have been accepted by the customer.

## **13. Governing Law and Jurisdiction**

These Terms are governed by the laws of Sweden. Any disputes arising out of or in connection with these Terms will be subject to the exclusive jurisdiction of Swedish courts.

#### **14. Contact**

For any questions, please contact [hello@journy.se](mailto:hello@journy.se).