



GENERAL TERMS AND CONDITIONS

User

Welcome to Budbee, a technology company offering a cutting-edge last mile logistics service and an e-commerce platform that makes your online shopping experience easier. The following terms and conditions are important and regulate the relationship between yourself, *the user*, and Budbee and as such affect your and Budbee's legal rights and obligations. So please, before you use any of our services, take a moment and read these general terms and conditions (these "**Terms**") carefully together with the information in our [External Privacy Notice](#).

1 INTRODUCTION

- 1.1 These Terms apply to all services Budbee Holding AB ("**Budbee**", "**we**", or "**us**") offers and makes available to you, *the user*, ("**You**") through our Budbee App, Website or Weblink (collectively, our "**Platforms**"), in these Terms individually referred to as a "**Service**" and collectively as the "**Services**".
- 1.2 All obligations, rights, undertakings and liabilities applicable on the Services in these Terms are also applicable to the Platforms and Your use of the same, unless the circumstances indicate otherwise.
- 1.3 These Terms describe the conditions upon which the Services are made available to You, and supersede any prior terms and conditions previously agreed upon. Additional terms may apply for certain Services. Such service-specific terms may be included directly in these Terms or be disclosed by Budbee to You separately in connection with Your purchase of the relevant activities or product. Any service-specific terms provided separately will, in the event of a conflict, prevail over these Terms.
- 1.4 **When You have purchased an item from or via one of our Merchants or other partners, their terms will always apply for the purchase and the delivery of that item to You. It is the Merchant or the partner that is solely responsible and liable towards You as regards Your purchase and delivery of the item in question. What You agree on with the Merchant or the partner, e.g. to leave the Parcel outside the door, will not imply any responsibility or liability on Budbee towards You.**
- 1.5 Agreeing to these Terms is a requirement for Your access to and use of the Services. Please note that some parts of the Terms might not be relevant to You depending on what Services You purchase or use. If nothing else is agreed or indicated otherwise, You agree to the Terms and Conditions by using any of our Services. You also acknowledge that Budbee processes Your personal data in accordance with Budbee's [External Privacy Notice](#).



2 DEFINITIONS

Account	means the account You create on and may access through the Platforms.
Budbee App	means the consumer application provided by Budbee available on app store platforms e.g. App Store and Google Play.
Credentials	means phone number, e-mail, password and other verification or identification information associated with Your Account.
Delivery Add-on	means any add-on service related to the delivery of Your Parcel that Budbee at any given time offers for purchase via the Platforms, which for example may include purchase of a designated delivery time slot, or a change to the day or method of delivery (e.g. a change from Budbee Box to Budbee Home).
Merchant	means the e-commerce party You purchase item(s) from offering delivery services performed by Budbee.
Parcel	means the parcel Budbee shall deliver to You upon instructions from the Merchant, You or any of our partners.
Weblink	means the weblink You receive per text message or e-mail upon each delivery performed by Budbee.
Website	means https://www.budbee.com/ and all its subdomains, or any other Budbee website available from time to time.

3 SPECIAL TERMS AND CONDITIONS FOR THE SERVICES

3.1 General

You will find the most recently updated information on the Services we offer at any given time, including their respective features, functionalities and prices, via the Platforms. Budbee reserves the right, at its own discretion, to add, change or remove Services, features, functionalities and prices from time to time.

3.2 Terms for Account

3.2.1 You register Your Account free of charge.

3.2.2 By registering an Account, You will get customized Services, the opportunity to save Your information on delivery preferences for the next time, access to our latest features, personalized communication and offers, even better customer service, etc. to enhance Your user experience.



3.2.3 Based on the information we collect about You, e.g. Merchants You have ordered delivery from, what products You have ordered, the frequency of Your purchases, click history, age, gender, place of residence or Your geographical location and specified preferences, we make an analysis at segment, individual or aggregate level. The insights from the analysis will form the basis for our communication with You and what news, offers, benefits, product recommendations, inspiration, information we send and offer to You. The insights will also help us develop and optimize our Services and offering.

Account and user information

3.2.4 Your Account is personal and may not be transferred to or used by anyone else.

3.2.5 When You register and use Your Account, You will be required to provide certain information about Yourself. To a certain extent, You can influence what information You provide to us, but certain information is mandatory. *If You provide certain information about someone else, for example "c/o", You are responsible for informing that person that Budbee will keep that person's personal data, and inform him or her about where to find our [External Privacy Notice](#).*

3.2.6 You are solely responsible and liable towards us for all activities conducted in connection with Your Account, and the accuracy of all information provided relating thereto, including without limitation, contact and payment information and Your Credentials. You are also responsible for protecting and safeguarding Your Credentials from unauthorized use. You must promptly update Your Credentials or any other Account-related information if it is or becomes incorrect, insufficient or if it changes. You must also notify us of any unauthorized use of Your Account and/or Credentials. You may only connect to the Platforms through Your Account using the Credentials.

3.2.7 Budbee will not verify or investigate the accuracy of Your Credentials or any other information that You provide when signing up for an Account or thereafter. Incorrect or outdated information may for example result in Your delivery not being executed by Budbee or being delayed.

Age limit and account eligibility

3.2.8 To be eligible to set up an Account, You must be at least eighteen (18) years old and/or otherwise be authorized and have legal power to accept these Terms with binding effect in accordance with the laws in the country where the Service is made available to You.

Termination and suspension

3.2.9 You may unregister Your Account at any time via the Platforms.

3.2.10 Budbee has the right to terminate Your Account temporarily or permanently, or restrict Your access to and use of the Platforms or certain functions on the



Platforms with immediate effect in case of a potential or actual security incident or technical problem, or if Budbee has reasons to suspect that You have violated these Terms or any applicable laws, rules and regulations, including if Your Account was created with a false identity or contains intentionally incorrect information.

3.2.11 Note that Your Account may be automatically terminated if You have not used Your Account in logged-in mode for twenty-four (24) months.

3.3 **Terms for Budbee Plus Membership**

3.3.1 Budbee Plus is a membership where You get access to additional features and exclusive benefits ("**Membership**"). The features and benefits available to You via the Membership may vary from time to time and depend on Your country of origin. You may access up to date information on the Membership benefits which are available to You at any given time via the Platform.

3.3.2 In case You have the right to provide us with instructions related to the delivery of Your Parcel due to Your Membership, which for example may include instruction regarding a delivery time slot, or a change to the day or method of delivery (e.g. a change from Budbee Box to Budbee Home), please note that the Merchant or the party You have purchased the item from or via will remain fully responsible and liable toward You for the item and its delivery.

3.3.3 To subscribe for the Membership, You must create an Account and follow the instructions in the relevant Platform. You can choose to subscribe to the Membership for a recurring term of either one month or one year (the "**Subscription Term**"). As soon as You have registered an Account and signed up for the Membership, Your Membership will continue during the applicable Subscription Term, and will automatically be renewed until terminated by You or by Budbee in accordance with below.

3.3.4 You can terminate the Membership any time during the first thirty (30) days (the "**Free Trial**"), and the Membership will then end with immediate effect. If You do not terminate the Membership before the Free Trial has passed, You authorize us to charge You the subscription fee for Your selected Subscription Term in accordance with these Terms and from the payment method that You have chosen and registered with Budbee when You signed up for the Membership, or otherwise as per Your later instruction to us.

3.3.5 Your Subscription Term starts the first day after the Free Trial has passed.

3.3.6 To terminate the Membership after the Free Trial and before any Subscription Term is renewed, You must notify us of the termination no later than the day before a new Subscription Term begins. Otherwise, the Membership continues and You are charged for a new Subscription Term.



3.3.7 To terminate the Membership, go to Your profile in the app or on the Website and click on “End membership”, or contact our [Customer Service team](#).

3.4 **Terms for Delivery Add-ons**

3.4.1 Regardless if You have an Account or not, You may purchase Delivery Add-ons from us in connection with the delivery of Your Parcel. Budbee will use reasonable commercial efforts to deliver Your Parcel in accordance with the Delivery Add-on that You have purchased.

3.4.2 Please note that the Merchant or the party You have purchased the item from or via will remain fully responsible and liable toward You for the item and its delivery to You even if You purchase Delivery Add-ons from us. However, If Budbee fails to deliver in accordance with the Delivery Add-on that you have purchased from Budbee, Budbee will refund the applicable fee to You via our third-party payment providers.

3.4.3 For the purposes of any delivery windows (time slots) that You have purchased, Budbee will be deemed to have failed to deliver if we miss the delivery window by more than fifteen (15) minutes.

3.5 **Marketing and offers**

If You have an Account, Budbee will provide You with marketing material, offers and benefits, such as discounts and promotions via the Platforms. The material, offers and benefits given to You will be based on information we receive, collect and create about You, e.g. purchases, delivery and click history, age, gender, place of residence, specific pick-up point you have chosen and specified preferences. Advertising banners and ads we present in our Platforms may also be selected by a third party where we have excluded the ability to customize the ads based on Your profile.

4 **BUDBEE’S RIGHTS AND RESPONSIBILITIES**

4.1 As part of providing the Services, Budbee may contact You by mail, telephone, SMS, e-mail, push notifications or directly via the Platforms for the purpose of communicating regarding the Services. In addition and when applicable, Budbee may contact You via the same means of communication regarding promotions or similar activities, products and events that are related to the Services or our business and business offering in general. If You have separately agreed thereto, Budbee may also contact You via other means of communication, for example via third party social media platforms, for instance if You approach us on such platforms. All communication between Budbee and You shall be in accordance with Budbee’s [External Privacy Notice](#).

4.2 We continuously strive to keep the Platforms available around the clock, seven (7) days a week. However, Budbee provides no guarantee that the Platforms or



Services will always be available or be free of errors or interruptions. The Platforms and Services may experience temporary interruptions due to technical difficulties, providers, maintenance or testing, or updates, including those required to reflect changes in relevant laws and regulatory requirements. Budbee is not liable for any errors, interruptions, disruption or similar of the Platforms nor the Services, including disruption to mobile networks or in the service of internet providers.

- 4.3 Budbee may engage subcontractors to carry out its obligations under these Terms. Any effects on the processing of Your personal data through use of subcontractors will be handled in accordance with the Budbee's [External Privacy Notice](#).
- 4.4 Budbee will always have the right to deliver a Parcel in accordance with Your instruction, e.g. provided by You upon Your purchase of a Delivery Add-on. This will, however, not have any impact on Your right to withdrawal in accordance with applicable laws which will continuously apply.

5 YOUR RIGHTS AND RESPONSIBILITIES

- 5.1 Budbee grants You a personal, royalty-free, non-assignable, non-exclusive, revocable, and non-sublicensable license to access and use the Services in accordance with applicable laws and these Terms, as updated from time to time.
- 5.2 You may not copy, modify, distribute, sell, or lease any part of our Services. Nor may You reverse engineer or attempt to extract the source code of any software, unless laws prohibit these restrictions, or You have our written permission to do so.
- 5.3 You are responsible for ensuring that the information provided in connection with the Services is correct, including (but not limited to) any personal data provided to Budbee at any time. You are responsible for informing Budbee of any change in the data provided, especially to Your e-mail address and phone number. Any e-mail that Budbee sends to Your e-mail address and text message to Your phone number shall be deemed to have been received by You within two (2) days of the e-mail/text message being sent.
- 5.4 You must not use the Services in any way that causes, or is likely to cause, the Services to be interrupted, damaged or impaired in any way. You are solely responsible for all electronic communications and content sent from Your device to us, and You must use the Services, Your device and any other forums provided by Budbee appropriately and for lawful purposes only. You also agree not to use the Services for any fraudulent purposes, or in connection with a criminal offense or other unlawful activity or to send, use or reuse any material that does not belong to You; or is illegal, offensive (including but not limited to material that is sexually explicit content or which promotes racism, hatred or physical harm), deceptive, misleading, abusive, indecent, harassing, defamatory, libelous, obscene, pornographic, or is in breach of copyright, trademark, confidentiality, privacy or any



other proprietary information or right; is otherwise injurious to third parties and/or contrary to applicable laws in Your country of residence.

- 5.5 In the event that the Services, or parts thereof, is incorrect or faulty, You are urged to contact Budbee by way of the contact form found on the Platforms.

6 FEES AND PAYMENT

- 6.1 Please see the Platforms for updated information on prices and fees for the Services. All prices include value added tax (VAT), or any other tax, as applicable in Your country of residence.
- 6.2 Budbee offers payments through third party payment service providers. Once the purchase has been completed the payment provider will handle the transaction accordingly.
- 6.3 You might have the option to select several payment options including credit card, bank wire transfer, and invoice. Note that Budbee may refuse or block credit cards which are not issued in the country in which the Service is offered to You. Budbee also reserves the right at any time and at its own discretion to deny certain types of credit cards.
- 6.4 Prices and currencies may vary depending on the type of payment method used or chosen region. If prices vary, Budbee will communicate this on the Platforms in connection to the general information on prices. Further, prices do not include any data communication costs or fees which Your internet or telecommunication service provider may claim under Your contract with such service provider.
- 6.5 In the event of default of or a delayed payment, Budbee may suspend or terminate Your access to the Services. Additionally, Budbee may to the extent permitted by law charge You reasonable late payment interest, reminder fees, and where applicable, statutory debt collection fees.
- 6.6 **Payment for Delivery Add-ons:** You will be charged for the purchased Delivery Add-on in connection with Your purchase in accordance with these Terms.
- 6.7 **Payment for Membership:** As regards the timing of the monthly payments, You will be charged once every thirty (30) days, as regards the timing of the yearly payment, You will be charged once every year, commencing on the date when any Subscription Term starts. In some cases, the date on which You will be charged will change, for example, if it is not possible to confirm the date of validity of information regarding Your chosen payment method (such as Your credit card details).



7 PRIVACY AND YOUR PERSONAL DATA

- 7.1 How Budbee processes Your personal data when we provide the Services is described in our [External Privacy Notice](#). The notice will provide You with information about Your rights regarding Your personal data, and how You can contact us if You have any questions.
- 7.2 Budbee uses cookies. Please see our [Cookie Policy](#) for more information on our use of cookies and Your rights.

8 FORCE MAJEURE

Budbee shall not be liable or responsible to You, nor be deemed to have defaulted under or breached these Terms, for any loss or damage arising from its failure or delay in fulfilling or performing any obligation under these Terms, when and to the extent the failure or delay was caused by or results from circumstances outside Budbee's reasonable control, which could not reasonably have been foreseen by Budbee prior to entering into these Terms, such as pandemic, epidemic, war, act of terrorism, fire, natural disaster, industrial action, governmental decrees, interruption in public transport or similar events.

9 INTELLECTUAL PROPERTY

The Services are our copyrighted property and contain the copyrighted property of our licensors. All trademarks, service marks, trade names, trade dress, patents and other intellectual property rights in the Services or in the content available to You from within the Services are owned by Us or our licensors or any affiliated companies. Except as We specifically agree in writing, no element of the Services or its content may be used or exploited in any way other than as part of the Services offered to You under these Terms. We retain full and complete ownership of the Services and all the intellectual property rights vested therein. We do not transfer rights or title to any portion of the Services to You nor do We transfer any rights or title to any portion of the content made available from within the Services to You. Nothing provided by any brand owned or licensed by Budbee should be construed as granting, by implication or otherwise, any license or right of use of any trademark displayed on or within the Services to You.

10 THIRD PARTY CONTENT AND LINKS

- 10.1 The appearance of external hyperlinks and/or other elements generated by third parties accessible from the Services and any forums provided by Budbee both inside and outside of the Services does not constitute endorsement by Budbee of the opinions or views expressed by such third parties' on or outside of their websites/social media platforms. Budbee does not verify, endorse or take responsibility for the accuracy, currency, completeness or quality of the content



contained on these third parties' sites. Furthermore, Budbee is not responsible for the quality or delivery of any products or services offered, accessed, obtained by or advertised at such third parties' sites/social media platforms. As such, Budbee will not be responsible for content provided on any third-party website/social media platform, and further Budbee will under no circumstances be liable for any direct or indirect loss or other damage, whether arising from negligence, breach of contract, defamation, infringement of copyright or other intellectual property rights, caused by the exhibition, distribution or exploitation of any information or content contained within these third party hyperlinked websites/social media platforms.

- 10.2 The Services may integrate, be integrated into, or be provided in connection with third-party services and content. Budbee does not control those third-party services nor its content. You should carefully read any agreement, terms and privacy policies presented to You that apply to such third-party services and/or content.

11 SUSPENSION AND TERMINATION

- 11.1 Budbee shall have the right to terminate any agreement entered into under these Terms or suspend or limit Your access to the Services with immediate effect and upon written notice:
- a) if You are in breach of these Terms in a material respect;
 - b) if You are using a Service in a fraudulent or illegal way or in a way that may cause damage to Budbee or any third party;
 - c) if we reasonably consider it necessary to comply with our legal obligations or to protect us against any legal or regulatory risks; or
 - d) otherwise in accordance with these Terms.
- 11.2 In addition, You agree that Budbee may terminate any agreement entered into under the Terms with You for convenience on written notice, e.g. if Budbee cannot provide a Service for any reason or ceases to provide the Service. Such termination shall take effect no earlier than 3 months from the written notice, and, when relevant, You will have the right to be reimbursed for payments made in advance for Services not yet performed.
- 11.3 Please note that in the event of termination of any agreement entered into under the Terms, the use of the relevant Service (or all Services if applicable), including features provided in, or managed via, the Platforms, will no longer be available.

12 BUDBEE'S LIABILITY TOWARDS YOU

- 12.1 To avoid misunderstandings, Budbee is not responsible to You for damaged or lost Parcels, or for late or canceled delivery. Your rights in these situations are instead governed by Your relationship with the Merchant or one of our partners, who is



responsible for the delivery of Your Parcel in accordance with the terms you have agreed with the Merchant or such partner.

- 12.2 Budbee is not liable to reimburse any loss or damage that You incur as a result of Your use of or our performance of the Services, or any breach by Budbee of these Terms, as long as we have exercised normal care. Budbee's maximum liability to You is limited to 100% of the applicable fees paid by You during the 12 months immediately prior to Your claim. Budbee is in no case liable to You for loss of data, profits, revenues, savings or goodwill, or any other type of indirect, consequential, extraordinary, exemplary, punitive or special loss or damage. However, the foregoing limitations do not apply with respect to death or personal injury, or with respect to any loss or damage we cause you intentionally or through gross negligence.

13 YOUR LIABILITY FOR BREACH OF THESE TERMS

By accepting these Terms, You acknowledge that You are responsible for and Budbee may hold you liable for any damages, losses or costs that Budbee incurs as a result of Your breach of these Terms.

14 MODIFICATIONS OF THESE TERMS

Budbee may modify these Terms from time to time. If fundamental changes are introduced, a notice will be posted in the Budbee App and/or the Website, or communicated to You via e-mail or text message. Your continued use of any Service after these Terms have been modified signifies Your assent to the updated Terms. If You do not accept the updated Terms, You must stop using the Services, and if relevant, unregister Your Account.

15 PERSONAL USE ONLY

Unless otherwise agreed in any supplemental terms provided by Budbee, to which You have agreed, You may only use the Services for Your non-commercial personal use in accordance with these Terms.

16 ASSIGNMENT OF RIGHTS

You may not assign or transfer Your rights or obligations under these Terms without the prior written consent of Budbee. Budbee may assign its rights and obligations under these Terms to a third party, provided that the third party undertakes Budbee's obligations to You under these Terms and can reasonably be expected to fulfill said obligations in a satisfactory manner.



17 APPLICABLE LAW AND DISPUTE RESOLUTION

- 17.1 These Terms are governed by and construed in accordance with the substantive laws of Sweden, without regard to its principles of conflicts of laws.
- 17.2 In case of a dispute between Budbee and You, the parties should first attempt to resolve the dispute by agreement. If the parties cannot agree, the dispute shall be settled by the general courts of Sweden.
- 17.3 Alternatively, You may refer Your claim to Alternative Dispute Resolution in the following ways:
- (a) You can file Your claim to the National Board for Consumer Disputes (Sw: *Allmänna Reklamationsnämnden*) at <https://www.arn.se/>; or
 - (b) You can get help resolving disputes with traders online without going to court via the [European Commission's Website for Dispute Resolution](#).

18 COMPANY INFORMATION

Budbee Holding AB

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Reg.no. 556898-3414

VAT No. SE556898341401

Contact Customer Service [here](#) or at support@budbee.com.

These General Terms and Conditions were last updated on 12th of April, 2022.