

THE GREAT WILD - GENERAL TERMS OF USE

1. General terms and conditions

The “TGW App” (“TGW App”) is a software provided by The Great Wild AB, company registration number 556913-0916, a company incorporated under the laws of Sweden with registered address Artillerigatan 18, 114 51 Stockholm (“TGW”).

By installing or using the TGW App you enter into a legally binding agreement with TGW regarding the use of the TGW App (“the Terms of Use”). Please review the Terms of Use carefully before installation and acceptance.

TGW reserves the right to, at any time and without prior notice, change the terms and conditions of use for this application.

2. Personal information

Any personal information that you submit to TGW when using the TGW App may be used by TGW under the provisions set forth in TGW’s Privacy Policy. By using the TGW App therefore you understand and consent to TGW’s Privacy Policy which can be found on www.thegreatchallenge.se

3. License

Subject to the Terms of Use TGW grants you a non-exclusive and non-transferable revocable license to install the TGW App and use the TGW App for non-commercial purposes.

4. Proprietary rights

All trademarks, copyright and other intellectual property rights of any nature in the TGW App, together with the underlying software code, are the property of TGW. You must respect the proprietary rights of TGW only using this intellectual property under the Terms of Use. Any other use shall require the previous written consent from TGW.

Any copyright or other intellectual property rights which may be a result of the use of the TGW App will remain the property of TGW.

5. User conduct

The TGW App may only be accessed by you for personal and non-commercial use. To avoid any doubt you agree that you may not (without limitation);

- reproduce, download, upload, transmit, distribute, copy, print out, make available to the public or otherwise use any part of the TGW App or its content in a manner not expressly permitted under the Terms of Use;
- reverse-engineer, decompile, disassemble, modify or create derivative works based on the TGW App or any part thereof;
- circumvent any technology used by TGW, its licensors, or any third party to protect content accessible through the TGW App;
- use the TGW App in a way that violates the Terms of Use;
- use unacceptable behavior on Facebook or other social media when you connect to such media through the TGW App.

6. Modification of service

TGW will make reasonable efforts to keep the TGW App operational. TGW reserves the right to, at any time, modify or discontinue functions and features of the TGW App with or without prior notice.

7. Limitation of Liability

You expressly acknowledge and agree that the use of the TGW App is at your own risk and that the installation of the TGW App may affect the usability of third party software. The TGW App is provided “as is” and “as available” without warranties of any kind. To the fullest extent possible by applicable law TGW hereby disclaims all warranties with respect to the TGW App either express or implied as to the quality, content and availability or fitness for a particular purpose of the TGW App.

TGW do not warrant that the functions contained in the TGW App or the operation of the TGW App will be uninterrupted or free of errors, or that defects in the TGW App will be corrected.

No oral or written information or advice given to you by TGW or any of its subsidiaries shall create a warranty.

In no event shall TGW be liable for any direct, indirect, incidental, special or consequential damages (including but not limited to any loss of data, service interruption, device failure or pecuniary loss) arising out of the use of or inability to use the TGW App, even if you have advised TGW about the possibility of such loss, and including any damages resulting there from.

8. Indemnity

You agree to indemnify and hold TGW harmless from any claim or demand (including but not limited to reasonable legal fees) made by a third party due to or arising out of or related to your violation of the Terms of Use or your violation of any laws, regulations or third party rights.

9. Term and termination

The Terms of Use will become effective as of installation or use of the TGW App and will remain effective until terminated.

The agreement between you and TGW which is manifested through these Terms of Use can be terminated by both parties at any time. TGW will give you notice before such termination. You may terminate the agreement by destroying all copies of the TGW App and related documentation in your possession or under your control. This agreement will automatically be terminated if you violate any of the terms of these Terms of Use.

Upon termination all license rights granted to you will immediately be revoked and you must cease all use of the TGW App.

10. Miscellaneous

This agreement shall constitute the entire agreement between you and TGW relating to the subject matter hereof and supersedes all prior agreements or undertakings of any nature whatsoever on the subject matter hereof.

This agreement may not be assigned or delegated without prior written consent of TGW. If any provision of this agreement is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by law the other provisions hereof shall remain in full force and

effect in such jurisdiction

This agreement and the rights and obligations of the Parties shall be governed by and construed and interpreted in accordance with the substantive laws of Sweden. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by the district Court of Stockholm.

THE GREAT WILD – TERMS AND CONDITIONS REGARDING LISTING SERVICES

Updated on: 11th August 2015

Please read these terms of service carefully as they contain important information regarding your legal rights, remedies and obligations. These include various limitations and exclusions, a clause that governs the jurisdiction and venue of disputes, and obligations to comply with applicable laws and regulations.

THIS INTERNET SITE AND ITS FUNCTIONALITIES CONSTITUTE AN ONLINE LISTING PLATFORM THROUGH WHICH PERSONS CAN MAKE LISTINGS FOR HUNTS (AS DEFINED BELOW) AND OTHER PERSONS CAN PARTAKE OF SUCH LISTINGS. THE PRESUMPTIVE SELLERS AND THE PRESUMPTIVE BUYERS COMMUNICATE WITH EACH OTHER INDEPENDENTLY AND AFTER THEIR OWN JUDGEMENT. ANY AND ALL HUNT AGREEMENTS ARE ENTERED INTO INDEPENDENTLY AND AT YOUR OWN RISK.

THE USERS CONFIRM AND ACCEPT (I) THAT TGW IS NOT PARTY TO ANY HUNT AGREEMENT (II) THAT TGW IS NOT AN INDEPENDENT AGENCY OR VENDOR OF HUNTS (III) THAT TGW IS NOT AN AGENT, INSURER, BROKER, OR THE SERVANT OF ANY PARTY. TGW HAS NO KNOWLEDGE OF OR INFLUENCE ON ANY SELLER'S OR ANY BUYER'S OR OTHER USER'S ACTIONS AND TGW ACCEPTS NO RESPONSIBILITY FOR ANY ACTION OF ANY SUCH PERSON OR PARTY.

1 GENERAL

The Great Wild AB, reg. no. 556913-0916, a company incorporated and organised under the laws of Sweden ("TGW", "us", "we" or "our") provides an online platform that enables contact between Sellers, who are in possession of Hunts, that they wish to sell, and Buyers who wish to purchase such Hunts (the "Service" or the "Services"), where such Services are accessible through www.thegreatwild.com and other such internet sites, mobile applications, or the like, through which TGW provides the Service (the "Applications"). By using the

Applications, you accept conditions incumbent upon such usage through these terms and conditions (the "**Terms And Conditions**") and undertake to comply with them irrespective of whether or not you are a registered user of the Services. These Terms And Conditions regulate your access to and use of the Applications, Services and Collective Materials. The Terms And Agreements constitute a binding agreement between you and TGW. The Applications and Services may only be used for Hunts in Sweden.

1.1 Certain Definitions

"**Applications**" has the meaning set out in Section 1 herein.

"**Buyer**" means a Member that purchases or seeks to purchase a Hunt using the Applications and Services.

"**Buyer Associated Hunters**" means all natural persons participating in, or involved with, a Hunt based on the Buyer's rights as acquired under the Hunt Agreement including (but not only) (i) all natural persons participating in the Hunt based on the Buyer's rights as acquired under the Hunt Agreement when the Buyer acquires the right for several persons to participate in the Hunt, and (ii) when the Buyer is a legal person, all natural persons participating in the Hunt based on the Buyer's rights under the Hunt Agreement.

"**Business Day**" means a day (other than a Saturday or Sunday) when banks are open for general banking business (other than by internet services) in Sweden.

"**Cancellation Policy**" means the cancellation policy that the Seller applies and which is published in the Listing.

"**Collective Materials**" means TGW Materials and Member Materials.

"**Credit Card**" means any credit or debit card, or other by TGW accepted mode of payment that is supplied by a Member or other user in order to complete a payment to TGW under these Terms And Conditions.

"**Hunt**" means (i) a specific hunting right, as defined in the Swedish Hunting Act (sw: *jaktlagen*) (1987:259), to which the Seller holds direct or indirect title as published in the Listing or (ii) other right to participate in hunting activity at the Seller's disposal as published in the Listing.

"**Hunt Agreement**" means the agreement reached between Seller and Buyer regarding a Hunt.

"**Hunt Consideration**" means the consideration paid by the Buyer to the Seller under the Hunt Agreement.

"**Listing**" means a Hunt that is listed by a Seller as to let through the Applications and Services.

"**Terms And Conditions**" has the meaning set out in Section 1 herein.

”**Materials**” means the text, graphics, pictures, software (not including the Applications), audio, video, information or other materials.

”**Member**” means a person who completes TGW:s member registration procedure (as described below), including, but not only, Buyers and Sellers.

”**Membership**” means the status of a person as a Member;

”**Member Materials**” means such materials as is provided, uploaded, published or transferred by a Member to the Applications or Services.

”**Member Profile**” has the meaning that is set out in Section 2.1.

”**Member Registration**” has the meaning set out in Section 2.2.

”**Payment Agent**” means such third party entity through which TGW makes and receives payments under these Terms And Conditions.

”**Seller**” means a Member who creates a Listing regarding a Hunt through the Applications or Services.

”**Seller Associated Hunters**” means all natural persons participating in, or involved with, the Hunt, except the Buyer and Buyer Associated Hunters.

”**Services**” has the meaning set out in Section 1 herein.

”**SNS**” means the social networking sites of third parties.

”**SNS-Account**” means such account as a Member has with a SNS.

”**Terms And Conditions**” has the meaning set out in Section 1 herein.

”**TGW**” has the meaning set out in Section 1 herein.

”**TGW Materials**” means such Materials that TGW provides through the Applications or through the Services, including Materials that are licensed from a third party, but not including Member Materials.

”**TGW-Consideration**” has the meaning set out in Section 5.4.

”**Total Fees**” means the sum of the Hunt Consideration and the TGW-Consideration owed by the Buyer.

1.2 Modification

TGW reserves the right, at its sole discretion, to modify the Applications or Services or to modify these Terms, including the Service Fees, at any time and without prior notice. If we modify these Terms, we will post the modification via the Applications or provide you with notice of the modification. We will also update the “Last Updated Date” at the top of these Terms. By continuing to access or use the Applications or Services after we have posted a modification via the Applications or have provided you with notice of a modification, you are

indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Applications and Services.

1.3 Eligibility

The Applications and Services are intended solely for persons who are 18 or older. Any access to or use of the Applications or Services by anyone under 18 is expressly prohibited. By accessing or using the Applications or Services you represent and warrant that you are 18 or older.

2 THE APPLICATIONS AND SERVICES

2.1 General Regarding the Applications and Services

The Applications provide an opportunity for the Listing of Hunts, and enable contact to be made between presumptive Buyers and presumptive Sellers of such Hunts. Hunts are made available through the Applications and Services.

Seller and Buyer communicate independently and based on their own judgment, all Hunt agreements are entered into independently and at your own risk. Members and other users of the Applications and Services confirm and approve (i) that TGW is not party to any Hunt Agreement (ii) that TGW is not an independent agency or vendor of Hunts (iii) that TGW is not an agent, insurer, broker, or the servant of any party (nor commits to any undertaking incumbent on such a person), (iv) that TGW is not the owner, administrator, trustee or tenant of any real estate and therefore does not hold any title, direct or indirect, to any Hunt, (v) that TGW has no knowledge of or influence on any Seller's or any Buyer's or other user's actions, commitments or undertakings and TGW accepts no responsibility for any action or inaction of any such person or party.

You can access the Hunts and the Listings as an unregistered user through the Applications. If you wish to report an interest or in any other way contact a Seller, you need to complete a Member Registration (as described below).

TGW reserves the right to, at its own discretion, immediately, and without prior notice to Sellers, Buyers, Members or other users, shut down the Applications and Services from time to time. TGW also reserves the right to immediately interrupt, limit or cancel the use of the Applications or Services in their entirety as well as to a limited extent (without any remuneration being paid to Members or other users of the Applications or Services). TGW does not undertake any service provider responsibility and gives no guarantee as to the functioning of the Services and Applications.

2.2 Member Registration

You register as a Member by completing the online member forms that are accessible through the Applications.

You undertake to provide complete, correct and non-misleading information when registering as a Member. You undertake to continuously update the information concerning your Membership, to ensure that your information is complete, correct

and non-misleading. You undertake to have no more than one Membership with TGW. You undertake and are responsible for keeping your password confidential and private, and you undertake to not inform any third person of your password. You undertake to immediately contact TGW if someone gains unauthorised access to your password.

You can, to the extent the Applications so allow, also register to join by logging into your account with certain third-party social networking sites (“SNS”) (including, but not limited to, Facebook; each such account, an “SNS-Account”), via our Applications, as described below. As part of the functionality of the Applications and Services, you may link your TGW account with a SNS-Account, by either: (i) providing your SNS-Account login information to TGW through the Services or Applications; or (ii) allowing TGW to access your SNS-Account, as permitted under the applicable terms and conditions that govern your use of each SNS-Account. You represent that you are entitled to disclose your SNS-Account login information to TGW and/or grant TGW access to your SNS-Account (including, but not limited to, for use for the purposes described herein), without breach by you of any of the terms and conditions that govern your use of the applicable SNS-Account and without obligating TGW to pay any fees or making TGW subject to any usage limitations imposed by such third-party service providers. By granting TGW access to any SNS-Account, you understand that TGW will access, make available and store (if applicable) any Materials that you have provided to and stored in your SNS-Account so that it is available on and through the Services and Applications via your TGW Account and TGW Member Profile. Unless otherwise specified in these Terms, all SNS content, if any, will be considered to be Member Materials for all purposes of these Terms. Depending on the SNS-Account you choose and subject to the privacy settings that you have set in such SNS-Account, personally identifiable information that you post to your SNS-Account will be available on and through your TGW Account on the Services and Applications. Please note that if a SNS-Account or associated service becomes unavailable or TGW’s access to such SNS-Account is terminated by the SNS, then SNS content will no longer be available on and through the Services and Applications. You have the ability to disable the connection between your TGW account and your SNS-Account, at any time, by accessing the “Settings” section of the Applications. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR SNS-ACCOUNT IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS. TGW makes no effort to review any SNS content for any purpose, including but not limited to accuracy, legality or non-infringement and TGW is not responsible for any SNS content.

Thereafter the Applications will publish a personal page displaying your basic information (“**Member Profile**”). Other Members will have the opportunity to there publish reviews of their experience of you as a Seller or as a Buyer, including, if you are a Seller, their experience of the Hunt that you have provided. You will have certain, by TGW controlled, opportunities to modify your Profile.

2.3 Listings

As a Member, you may create Listings. To create a Listing, you must complete the listing form accessible through the Applications, giving information on the Hunt

you wish to list, including, but not limited to, what game and the number of individuals being hunted, time and place for meeting, the nature of the Hunt, whether or not the presumptive Buyer is to be part of hunting party, how many Buyers are being offered the Hunt, Hunt Consideration, other financial terms, and other such input as is requested by the Applications or Services etc. Listings will be made publicly available via the Applications and Services.

You undertake (i) not to, when a Buyer has confirmed that they wish to purchase the Hunt on the terms of the Listing, increase the Hunt Consideration, or change any terms for such Hunt and (ii) not attempt to sell the Hunt advertised in the Listing through a broker or other Listing for the duration your Listing is available through the Applications or Services.

You acknowledge and agree that you are responsible for any and all Listings you post. Accordingly, you represent and warrant that any Listing you post and the Hunt advertised therein (i) will not breach any agreements you have entered into with any third parties, all relevant real estate owners, holders of hunting rights, land tenants, joint property units, easements etc., (ii) will be in compliance with all applicable laws, regulations, government authority edicts, court rulings, municipal decisions or the like, and (iii) will not violate the rights of third parties.

When you create a Listing, you may also (i) choose to include certain requirements which must be met by the Members who are eligible to request a booking of your Hunt (ii) use certain criteria and categorisations when selecting presumptive Buyers. You acknowledge and take full responsibility that your application of such demands, restrictions criteria and categorisations are in compliance with applicable statutes on discrimination and generally accepted ethical norms. You acknowledge that TGW is not required to perform controls or make inquiries as regards Sellers, Buyers other users or Hunts.

TGW recommends and encourages Sellers and Buyers to ensure they are the beneficiaries of satisfactory insurance for hunting and hunting related activities, and TGW specifically recommends and encourages you to ensure that such insurance covers personal injury and property damage and personal injury and property damage caused to third parties.

TGW reserves the right to, in its sole discretion, cancel a Listing that has been made through the Applications or Services. Any consideration obtained by TGW for such Listing and Hunt Consideration shall be reimbursed (TGW has no non-contractual liability in relation to any Member, including Seller and Buyer with regard thereto). Should a discretionary cancellation be caused by a Seller's or Buyer's breach of these Terms And Conditions or if, in TGW's discretionary opinion, such a breach is imminent or expected, or the Seller or Buyer in any other manner is negligent, consideration paid by them to TGW will not be reimbursed.

2.4 Guarantees

You acknowledge that TGW issues no guarantee, pledge or assurance regarding:

- (a) that a Buyer (or other party) complies with statutes, regulations, government authority edicts, court orders, municipal decisions or the like, or honours (or

has the ability to honour) any contract or undertaking to a third party or to a Seller;

- (b) a Buyer's identity, character, financial standing or suitability as a hunter;
- (c) that a Seller (or other party) complies with, statutes, regulations, government authority edicts, court orders, municipal decisions or the like, or honours (or has the ability to honour) any contract or undertaking to a third party or to a Buyer;
- (d) a Seller's identity, character, financial standing or suitability as a Seller;
- (e) pledge or statement, made concerning any given Hunt, or that other information given in a listing is correct, complete and non-misleading (including that the Seller has legal title to the Hunt as described in the Listing and including that the Hunt is suitable or safe with respect to a Buyer's health or property); and
- (f) The above applies in equal measure to a Buyer, Seller or Hunt that has been designated as "verified", "member" or the like.

You acknowledge that any Hunt Agreement is made directly between Seller and Buyer, and that therefore it falls upon you to make all relevant and necessary inquiries and controls regarding the other contracting party, whether such party be a Seller or a Buyer, and regarding the Hunt and other circumstances.

2.5 Entering Into a Hunt Agreement

Seller and Buyer enter into, through the Applications, a Hunt Agreement that reflects the terms set out in the Listing.

2.6 Using the Applications and Services

You understand and agree that you are solely responsible for compliance with any and all applicable statutes, regulations and industry standards in regard to the usage of the Applications, Services and in connection therewith. In connection with your use of the, Applications or Services, you may not and you agree that you will not:

- (a) violate applicable statutes, regulations and industry standards, any government authority edict or court order, including, without limitation, real estate zoning restrictions and tax regulations;
- (b) use manual or automated software, devices, scripts, robots or other means or processes to access, "scrape", "crawl" or "spider" any web pages or other services contained in the Applications or Services;
- (c) use the Applications or Services for any commercial or other purposes that are not expressly permitted by these Terms and Conditions;
- (d) copy, store or otherwise access any information contained in the Applications or Services in ways or for purposes not expressly permitted by

these Terms and Conditions (such as attempting to copy or replicate the Applications);

- (e) attempt to interfere with or damage the Applications or Services, through the use of viruses or other software or similar methods or technology;
- (f) use our Applications or Services in connection with the distribution of unsolicited commercial email (so called “spam”).
- (g) use the Applications or Services to transmit, distribute, post or submit any information concerning any other person or entity accessible through the Applications or Services, except in such a way as is expressly permitted under these Terms and Conditions;
- (h) contact a Member for any purpose, whether it be a Seller or Buyer other than relating to a specific Listing with the purpose of entering into a Hunt Agreement.
- (i) recruit or otherwise solicit any Member to join third-party services or websites that are competitive to TGW;
- (j) impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
- (k) publish or transmit any Materials that constitutes political agitation or is, pornographic, or offensive or that TGW deems to be inappropriate; or
- (l) advocate, encourage, or assist any third party in doing any of the foregoing.

TGW has the right take such action as TGW deems necessary or desirable to conduct an inquiry into, or prevent, a breach of any of the the above or of these Terms And Conditions.

Any Member or other user in breach of the above or of these Terms And Conditions shall to TGW pay liquidated damages of SEK 500.000, for each individual breach, and for each new week that such a breach is sustained.

2.7 Privacy Policy

TGW publishes a privacy policy that is accessible through the Applications. The integrity policy is an integrated part of these Terms And Conditions.

3 SPECIFICALLY AS REGARDS HUNTS

3.1 Sellers Responsibilities

The Seller is well informed and knowledgable concerning his duties as regards the Hunt as stipulated in applicable statutes, regulations, government authority edicts and other binding rules and applicable standards.

The Seller shall:

- (a) ensure that he has legal title to the Hunt, as published in the Listing, and that he is authorised to enter into the Hunt Agreement as advertised in the Listing;
- (b) ensure that he, and Seller Associated Hunters comply with all applicable statutes, regulations, government authority edicts and other binding rules and applicable standards;
- (c) ensure that he, and Seller Associated Hunters possess, respect and follow, all permits, authorisations, certificates and the like that are required for the Hunt; and
- (d) at the request of the Buyer or TGW, produce all such documentation that is required above in this Section 3.

The above entails, but is not limited to, that the Seller shall:

- (a) ensure that the Hunt is carried out in such a manner that the game is not subjected to unnecessary suffering and that persons and property are not endangered;
- (b) ensure that all Seller Associated Hunters (i) are licensed hunters, (ii) have a valid certificate, if needed, for every weapon to be used by them during the Hunt, (iii) have paid the forestry fee (sw: *viltvårdsavgift*) and can produce their hunting card (sw: *jaktkort*) during the Hunt (iv) and can produce all such licenses, qualifications and documentation as is required for the Hunt to be permissible, (v) or are under such active supervision as satisfies all above requirements;
- (c) ensure that wounded animals are tracked and put down as soon as possible after wounding;
- (d) ensure that the Hunt is carried out during those times of the day that are permissible by applicable statutes and regulations in relation to the hunted game;
- (e) ensure that all in applicable statutes and regulations stipulated messages and notifications to government authorities, hunters, third persons, and all other necessary messages are carried out in the correct way and in a timely fashion;
- (f) ensure that only correct and authorised weapons and other equipment as regards the Hunt are used during the Hunt;
- (g) ensure that the complete result of the Hunt is reported to the correct authority; and
- (h) ensure that the holder of the hunting rights has consented to the use of hunting dogs and that the use of such of dogs complies with applicable statutes and rules regarding the time and place of the Hunt and the game being hunted.

The Seller shall indemnify and hold harmless TGW for any damage, expense, loss (in all cases direct or indirect) caused to TGW (or TGW's associates) as a result of or in connection with, including but not limited to, the following, (a) claims made by the Buyer or third party, (b) fines or fees levied by government authorities or court due to the information in the Listing being faulty, insufficient or in breach with applicable statute or regulation or in any other manner negligently produced by the Seller, (c) Seller's or Seller Associated Hunter's breach of or lack of compliance with these Terms And Conditions, (d) Seller's claims against TGW for any of the above reasons or arising from Seller's contributory negligence.

The Seller shall ensure that Seller Associated Hunters at all times comply with what is stipulated in these Terms And Conditions and is jointly and severally liable for Seller Associated Hunters in regard to the Hunt and their compliance with these Terms And Conditions.

3.2 The Buyer's Responsibilities

The Buyer is well informed and knowledgeable concerning his duties as regards the Hunt as stipulated in applicable statutes, regulations, government authority edicts and other binding rules and applicable standards.

The Buyer shall:

- (a) ensure that he is authorised to enter into the Hunt Agreement as advertised in the Listing;
- (b) ensure that he, and Buyer Associated Hunters comply with all applicable statutes, regulations, government authority edicts and other binding rules and applicable standards;
- (c) ensure that he, and Buyer Associated Hunters possess, respect and follow, all permits, authorisations, certificates and the like that are required for the Hunt; and
- (d) at the request of the Seller or TGW, produce all such documentation that is required above in this Section 3 and provides all such information as is requested by TGW or the Seller therefor.

The above entails, but is not limited to, that the Buyer shall:

- (a) ensure that the Hunt is carried out in such a manner that the game is not subjected to unnecessary suffering and that persons and property are not endangered;
- (b) ensure that all Buyer Associated Hunters (i) are licensed hunters, (ii) have a valid certificate, if needed, for every weapon to be used by them during the Hunt, (iii) have paid the forestry fee (sw: *viltvårdsavgift*) and can produce their hunting card (sw: *jaktkort*) during the Hunt (iv) and can produce all such licenses, qualifications and documentation as is required for the Hunt to be permissible, (v) or are under such active supervision as satisfies all above requirements;

- (c) ensure that wounded animals are tracked and put down as soon as possible after wounding;
- (d) ensure that the Hunt is carried out during such a time of day that is permissible by applicable statutes and regulations in relation to the hunted game;
- (e) ensure that all in applicable statutes and regulations stipulated messages and notifications to government authorities, hunters, third persons, and all other necessary messages are carried out in the correct way and in a timely fashion;
- (f) ensure that only correct and authorised weapons and other equipment as regards the Hunt are used during the Hunt;
- (g) ensure that the complete result of the Hunt is reported to the correct authority; and
- (h) ensure that the holder of the hunting rights has consented to the use of hunting dogs and that the use of such of dogs complies with applicable statutes and rules regarding the time and place of the Hunt and the game being hunted.

The Buyer shall indemnify and hold harmless TGW for any damage, expense, loss (in all cases direct or indirect) caused to TGW (or TGW's associates) as a result of or in connection with, including but not limited to the following, (a) claims made by the Buyer or third party, (b) fines or fees levied by government authority or court due to the information in the Listing being faulty, insufficient or in breach with applicable statute or regulation or in any other manner negligently produced by the Seller, (c) Seller's or Seller Associated Hunter's breach of or lack of compliance with these Terms And Conditions (d) Buyer's claims against TGW for any of the above reasons or arising from Buyer's contributory negligence.

The Buyer shall ensure that Buyer Associated Hunters at all times comply with what is stipulated in these Terms Aand Conditions and is jointly and severally liable for Buyer Associated Hunters in regard to the Hunt and their compliance with these Terms And Conditions.

4 CANCELLATION AND CANCELLED HUNT

A Buyer may, throught the Applications and Services, freely withdraw his offer to purchase a Hunt if he does so before a Seller has confirmed and a Hunt Agreement has been reached between Buyer and Seller. Cancellation thereafter is subject to such cancellation policy as the Seller and Buyer have agreed upon.

Seller and Buyer may apply any of the by TGW provided cancellation policies, except in violation of what is set out in these Terms And Conditions nor is TGW bound by such cancellation agreement between Seller and Buyer. Should a Seller notify TGW that a cancellation has been accepted during such time as TGW holds the Hunt Consideration TGW will, if possible, cancel the payment to the Seller and reimburse the Buyer in due course. Should a Seller, during such time as TGW

holds the Hunt Consideration, after a Hunt Agreement has been reached, cancel the Hunt, TGW will, if possible, cancel the payment to the Seller and reimburse the Buyer in due course. Under all other circumstances where it is appropriate, the Seller shall undertake to ensure repayment of the Hunt Consideration to the Buyer.

TGW does not reimburse consideration paid to TGW by Buyer or Seller relating to the Hunt or the Listing with regard to reimbursement due to cancellation or for other reason.

If the Seller cancels a Hunt under a Hunt Agreement entered into (or in any other manner prevents the Hunt from being carried out) TGW may apply any or all of the following penalties:

- (a) publish a review on your Member Profile indicating that the Hunt was cancelled;
- (b) keeping the calendar for your Listing unavailable or blocked for the dates of the cancelled booking;
- (c) (i) impose a cancellation fee of 30 % of future payments during a 12 month period following the cancellation or (ii) invoice a cancellation fee up to the full amount of the Hunt Consideration due under the Hunt Agreement of the cancelled Hunt.

TGW reserves the right to, in its sole discretion, cancel a Hunt that has been made through the Applications or Services. Any consideration obtained by TGW in relation thereto and Hunt Consideration shall be reimbursed (TGW has no non-contractual liability in relation to any Member, including Seller and Buyer with regard thereto). Should a discretionary cancellation be caused by a Seller's or Buyer's breach of these Terms And Conditions or if, in TGW's discretionary opinion, such a breach is imminent or expected, or the Seller or Buyer in any other manner shows negligence, consideration paid by them to TGW will not be reimbursed.

5 PAYMENT

5.1 Appointment of TGW as Limited Payment Collection Agent for Seller

Each Seller hereby appoints TGW as the Seller's payment collection agent solely for the purpose of accepting the Hunt Consideration from Buyers.

Each Seller agrees that payment made by a Buyer to TGW, shall be considered the same as a payment made directly to the Seller, and the Seller will reserve the Buyer's place in the Hunt and, when applicable, make the necessary preparations regarding the Buyer's participation in the Hunt upon TGW's receipt of the Hunt Consideration. Each Seller acknowledges that as TGW accepts payments from Buyers as the Seller's limited payment collection agent and that TGW's obligation to pay the Seller is subject to and conditional upon successful receipt of the associated payments from the Buyer. TGW does not guarantee payments to Sellers for amounts that have not been successfully received by TGW from Buyers. In

accepting appointment as the limited authorised agent of the Seller, TGW assumes no liability for any acts or omissions of the Seller.

For the purpose of the above, any payment made to or by the Payment Agent shall be considered the same as a payment made to or by TGW.

5.2 Time of Payment of Hunt Consideration

TGW will accept payment of the Hunt Consideration in connection with the Buyer receiving confirmation of their purchase of the Hunt and will initiate payment to the Seller upon the commencement of the Hunt agreed upon under the Hunt Agreement in question. Such payment is usually initiated within one to two Business Days.

For the purpose of the above, any payment made to or by the Payment Agent shall be considered the same as a payment made to or by TGW.

5.3 Buyer's Payment Routine

Each Buyer undertakes to pay TGW the full amount for any Hunt requested in connection with your Membership if such requested Hunt is confirmed by the applicable Seller. In order to establish a reserve for the requested Hunt as it appears in the Listing for the requesting Buyer, pending the applicable Seller's confirmation and subsequent entering into of a Hunt Agreement, each Buyer acknowledges that TGW reserves the right, in its sole discretion, to (i) obtain a pre-authorization via the Buyer's Credit Card for the Total Fees or (TGW may do this through the Payment Agent) (ii) charge your Credit Card a nominal amount, not to exceed SEK one (1), or a similar sum in the currency in which you are transacting (e.g. one euro or one British pound), to verify your Credit Card. Once TGW receives confirmation of your booking from the applicable Seller, TGW will collect the Total Fees in accordance with these Terms And Conditions and the pricing terms set forth in the applicable Listing. Please note that TGW cannot control any fees that may be charged to a Buyer by his or her bank related to TGW's collection of the Total Fees, and TGW disclaims all liability in this regard.

TGW disclaims liability for a Hunt commencing, or complying with the Buyer's expectations or preferences or complying with reasonable expectations.

For the purpose of the above, any payment made to or by the Payment Agent shall be considered the same as a payment made to or by TGW.

5.4 TGW's Consideration

Each Buyer, each Seller, and, where appropriate, every other user, shall pay the consideration due to TGW for the use of the Applications and Services ("**TGW-Consideration**") to the amount and in the manner set out in the instructions given in the Applications and Services

For the purpose of the above, any payment made to or by the Payment Agent shall be considered the same as a payment made to or by TGW.

6 INTELLECTUAL PROPERTY

The Applications and Services are protected by copyright, trademark, and other laws of Sweden and foreign countries. You acknowledge and agree that the Applications and Services, including all associated intellectual property rights, are the exclusive property of TGW and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Applications or Services. TGW retains the copyright and all intellectual property rights relating to TGW, the Applications and Services. Nothing in these Terms And Conditions shall be construed as giving license to a Member to the intellectual property of TGW, except insofar as is expressly stated herein.

Members and other users of the Applications and Services are hereby awarded a non-transferrable, non-exclusive right to use the Applications and Services, insofar as such use is in compliance with these Terms And Conditions.

Notwithstanding TGW:s discretionary right of denial, TGW hereby awards Members the right to publish or otherwise make public such material as is necessary for the usage of the Applications or Services.

Members hereby award TGW a global, transferrable, non-exclusive and consideration-free right to use Member Materials in connection with the use of the Applications or Services and for backup or other technological process to secure or improve the service of the Applications or Services, or for any purpose that TGW sees fit (including for the compilation of internal or external statistics). Members also award TGW the right to copy and retain Member Materials (even after such Member Materials have been deleted from the Applications by the Member) (i) for archiving purposes, (ii) in order to improve technological service to the Applications or Services, (iii) in order that TGW may use it as reference or in other way as is required by statute, regulation, court order, government authority edict, industrial standard or market place rule, or (v) for other purposes as TGW sees fit.

Each Member guarantees that they have the right to use Member Materials for the purposes and in the manner required in connection with the use of the Applications and Services. Each Member guarantees that such Member Materials do not violate or infringe upon the rights of third parties and that the Member has the right to use the Member Materials.

The Applications or Services may link to websites or services of third parties. TGW is not responsible for such third-party websites or services, neither as regards to their functionality nor to their suitability.

Any Member or other user in breach of the above or of these Terms And Conditions shall to TGW pay liquidated damages of SEK 1.000.000, for each individual breach, and for each new week that such a breach is sustained.

7 MISCELLANEOUS

7.1 Termination and Cancellation of Membership

TGW reserves the right to immediately terminate your Membership and prevent and deny you from using the Services or Applications, without respect to any period of termination and without giving account of any reasons.

Each Member has the right to cancel their Membership through the "cancel membership" function accessible through the Applications. Please note that upon your cancellation of Membership, your Membership (i) must still comply with these Terms And Conditions, as regards use prior to cancellation, (ii) TGW makes no undertaking to destroy or return Member Materials (including, comments and evaluations, whether accessible through the Applications or through an SNS-Account). Members and other users may not terminate these Terms And Conditions but have only the right to cease with the use of the Applications or Services.

7.2 Indemnification

Members and other users agree, indemnify, and hold TGW (and its affiliates and subsidiaries, and their officers, directors, employees and agents), harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) Member's access to or use of the Applications or Services, or (ii) your violation of these Terms or other terms applicable to the use of the Applications or Services; (iii) Member's communication or other interaction with other Member or other user of the Applications or Services, (iv) Member's creation of a Membership; (v) Member's creation of a Listing, or (vi) their actions or omissions in connection with a Hunt.

7.3 Specific Disclaimers and Clarifications

TGW makes no guarantee, pledge or assurance that the Applications or Services are provided in a secure or reliable manner, or in accordance with your preferences or expectations, or in accordance with reasonable expectations. If you choose to use the Applications or Services you do so at your own risk. Members are completely and solely responsible for their Member Materials and communication with other Members and other users.

7.4 Entire Agreement

Members and other users of the Applications or Services acknowledge and agree that these Terms And Conditions including TGW's Privacy Policy and constitute the entire and exclusive understanding and agreement between TGW (or any representative thereof) and you regarding the Applications and Services, Hunt Agreements or Listings made via the Applications or Services, and these Terms And Conditions supersede and replace any and all prior oral or written understandings or agreements between TGW and you regarding entering into Hunt Agreements, publishing of Listings and usage of the Applications and the Services.

7.5 Assignment

You may not assign or transfer these Terms And Conditions, by operation of law or otherwise, without TGW's prior written consent. Any attempt by you to assign

or transfer these Terms And Conditions, without such consent, will be null and of no effect. TGW may assign or transfer these Terms And Conditions, at its sole discretion, without restriction. Subject to the foregoing, these Terms And Conditions will bind and inure to the benefit of the parties, their successors and permitted assignees.

7.6 Notices

Any notices or other communications permitted or required hereunder (i) by Members or other users shall be made in writing to support@thegreatwild.com (ii) by TGW shall be made by posting via the Applications or by written notice via e-mail to such e-mail as the member has listed in their Member information to TGW.

If you are informed that any Member or other users is sexually harassing an other Member or other user, or is otherwise acting inappropriately, please contact us at support@thegreatwild.com.

7.7 Information

TGW has the right to make public or make use of such information that Member or other user of the Applications or Services have provided to TGW if TGW finds suitable or preferable (i) regarding the safeguarding of TGW's interest in commercial dealings or legal proceedings, (ii) to comply with statute, court order or government authority edict, (iii) to comply with applicable stock exchange or market place rules, (iv) to execute or administrate TGW's agreements with Members or other users of the Applications or Services, (v) to safeguard the technological service of the Applications or Services, (vi) to prevent and investigate fraud, (vii) to develop Applications, Services or other TGW products, (viii) to aid or improve customer support, (ix) to safeguard the rights of TGW or the rights of others, (x) to safeguard and maintain the security of TGW, Members, other users of the Applications and Services or the public.

You acknowledge that TGW is under no obligation to supervise your use of the Applications or Services, but that TGW has the right to do so if TGW finds it suitable.

You acknowledge that TGW has no duty to make any inquiries regarding yourself, but that TGW has the right to do so if TGW finds it necessary such as requesting a credit report or other inquiry into your suitability as a Seller or Buyer.

8 GOVERNING LAW AND DISPUTES

This Agreement, and any non-contractual obligations arising in relation hereto, shall be governed by and construed in accordance with the substantive laws of Sweden, without regard to its conflict of law rules and principles

Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce (the "**Institute**"), unless the Institute, taking into account the complexity of the case, the amount in

dispute and other circumstances, determines, in its discretion, that the Rules of the Institute shall apply. In the latter case, the Institute shall also decide whether the arbitral tribunal shall be composed of one (1) or three (3) arbitrators, to be appointed by the Institute. The place of arbitration shall be Stockholm, Sweden. The arbitral proceedings shall be conducted in the Swedish language.

- 8.1** If more than one set of arbitral proceedings has been initiated with reference to this arbitration clause, the arbitral tribunal in the proceedings which were first initiated shall, following consultation with all affected parties, decide whether the subsequently initiated proceedings are to be consolidated with those which were initiated first. If the arbitral tribunal considers that a consolidation would lead to a significant delay to one of the proceedings, it may, following consultation with all affected parties, decide that one or more of the proceedings will be held separately.
- 8.2** Any arbitral proceedings initiated or conducted with reference to this arbitration clause will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the written consent of the other parties. A party may however disclose such information in order to ensure its rights against another party in respect of the dispute or if a party is required to disclose such information by law, order any court, tribunal or other competent authority or pursuant to any applicable regulations of a stock exchange or other recognized market place. Should a party be required to disclose information then such party shall seek to consult with the other parties prior to disclosing such information.

In case TGW's rights under these Terms And Conditions, or any part thereof, is assigned or transferred to a third party, such third party shall automatically be bound by the provisions of this arbitration clause.

This Section 8 (*Governing Law and Disputes*) is for the benefit of TGW only. As a result, TGW shall not be prevented from taking proceedings relating to a dispute in any other courts with jurisdiction. To the extent allowed by law, TGW may take concurrent proceedings in any number of jurisdictions.

INFORMATION ON THE PROCESSING AND TRANSFER OF PERSONAL DATA; DISCLAIMER AND CONTEXTUAL AUTHORIZATION FOR THE USE OF THE PERSONAL DATA

Use of Personal Data

The data you supply by using the TGW App or registering as a user on the site, specifically your name, surname, nationality, email address, Facebook nickname, geo-positioning data and location data (including snail trail and other historical geo-positioning data) (hereinafter referred to as "Personal Data"), will be processed by The Great Wild AB, company

registration number 556913-0916, a company incorporated under the laws of Sweden with registered address Artillerigatan 18, 114 51 Stockholm (“TGW”) as Person Responsible for the use of the data. Any use of the Personal Data shall comply with the Swedish Data Protection Act (1998:204) (hereinafter referred to as the "Act").

This information note is aimed at making users aware of the way in which TGW will use their Personal Data before entering their data either in the TGW App or on www.thegreatwild.com and it is necessary for users to read this information note before they enter their Personal Data.

Information Retention and Disclosure

The data supplied by the user when completing the on-line form may be used as follows:

1. To allow the software to connect to the user's Facebook profile, allowing full operation of the site and the TGW App and the proper functions of the same;
2. We also use the Personal Data that we collect to fulfill our commitments to you and to provide you with the service that you expect. This includes market research and sending you information and offers from TGW and third parties for marketing purposes. For market research purposes and in order to provide you with relevant offers and information we may analyze your Personal Data and also share it with third parties.

Data treatment

Personal Data will be generally treated electronically, strictly related to the above uses. TGW will only keep the users' Personal Data for as long as necessary in relation to the purposes set out herein.

Users' supplied Personal Data

Giving Personal Data is required so that TGW can meet user requirements relating to the functionality of the TGW App. As the data requested in the form is required to supply the requested service, the omission, partial or incorrect entry of this Personal Data will render the supply of TGW App impossible; however, the omission, partial or incorrect entry of non-mandatory Personal Data will not have any repercussions.

Categories of Personal Data used

As well as Personal Data given directly by the users (such as name, surname, nationality and Facebook nickname etc.), the IT systems and software used for the software itself indirectly acquire certain Personal Data whose transmission is implicit in the use of Internet communication protocols. Such data will be used only for anonymous statistical studies.

Categories of people who may become aware of users' Personal Data

Personal Data may be seen by the employees of the Person Responsible for the data who, operating under the direct authority of the Person Responsible, are nominated in charge of or tasked with the use of Personal Data.

Area of communication or release of users' Personal Data

TGW may disclose the users' Personal Data to other legal entities in case TGW is required to do so by law or court order. If TGW is involved in a sale or transfer of all or some of TGW's business assets or operations, the users' Personal Data may further be transferred to the acquiring organization. Please note, in particular, that TGW may share the users' Personal Data with third parties for the purposes of market research and such third parties' marketing (see above).

Where will the Personal Data be kept?

TGW may transfer the users' Personal Data internationally (including to countries outside the European Union or the European Economic Area) when needed for data storage and processing and for the purposes set out above. If the Personal Data is transferred to countries which are not considered to provide the same level of data protection as the countries of the European Union, TGW will take the necessary measures to ensure that all information transferred receives an adequate level of data protection.

Person responsible

The Person responsible for the use of Personal Data is The Great Wild AB, company registration number 556913-0916, a company incorporated under the laws of Sweden with registered address Artillerigatan 18, 114 51 Stockholm, info@thegreatwild.com.

Users' right pursuant to the Act

1. The interested party has the right to obtain confirmation of the existence or non-existence of Personal Data concerning them, also if not yet registered, and the communication of the same in intelligible form.
2. The interested party has the right to, once per year, obtain information concerning:
 - a) what information is stored regarding the interested party;
 - b) the origin of the Personal Data;
 - c) the use of the Personal Data and the methods of its treatment;
 - d) identification details of the Person Responsible;
 - e) information on the recipients, or category of recipients to which the Personal Data is distributed.
3. The interested party has the right to:
 - a) update, correct or, if the user requires, add to the Personal Data;
 - b) cancel, transform into anonymous form or block data treated in violation of the Act, including data whose conservation is not necessary for the reasons for which the data was collected or subsequently treated;
 - c) confirmation that the operations outlined in points a) and b) and their content has been transmitted to those to whom the data has been communicated or released, with the exception

where said fulfillment is impossible or involves means which are manifestly disproportionate compared to the rights being protected.

4. The interested party has the right to oppose, in total or in part:

a) for legitimate reasons, the treatment of Personal Data which concerns the interested party, even if pertinent to the data collection;

b) to the treatment of Personal Data which concerns the interested party for the scope of sending out advertising material or direct sales material or for market research or commercial communication.

The above rights may be exercised directly or by conferring, in writing, delegation or proxy to physical persons or associations.

How to exercise rights pursuant to the Act and view the list of the people in charge of the use of Personal Data

Users may, at any moment, exercise the rights pursuant to the Act as well as view the complete list of those responsible by sending an e-mail to info@thegreatwild.com, or a letter by ordinary post to: The Great Wild AB, Artillerigatan 18, 114 51 Stockholm, Sweden.