

Welcome to Storytel

Before you enter the wonderful world of stories, please take a moment and read these Terms and Conditions carefully. They are important since they govern the relationship between yourself and Storytel - and as such affect your legal rights and obligations.

STORYTEL TERMS AND CONDITIONS

Storytel Sweden AB and its affiliates (hereinafter “**Storytel**”, “**us**”, “**our**” or “**we**”) offer digital content service(s) with personalized features and functionalities (the “**Service**”) that allow our users (hereinafter “**you**”) to access audiobooks, e-books and other content (the “**Content**”).

To access and use our Services, you need an active Storytel account. To create an account, you must enter into a legally binding agreement with Storytel and accept these Terms and Conditions, as applicable from time to time.

Our relationship with you is also governed by terms and information provided in connection with your subscription or use of our Service (together the “**Agreement**”). If you do not accept the Agreement, you may not use the Service or access or consume any Content provided via the Service.

The latest version of the Terms and Conditions is available on Storytel's website. Personal data will be processed by Storytel in accordance with the Storytel Privacy Policy.

1. Age Limit and Account Eligibility

- 1.1 To enter into the Agreement and access our Service you must:
- a) be at least eighteen (18) years old and or have authorization and legal authority to enter into this Agreement according to the laws in the country where the Service is available to you;
 - b) be a resident of the country in which the Service is available to you;
 - c) provide correct personal information when requested;
 - d) provide a valid payment method;

Storytel subscriptions

2. Information about Storytel's subscription plans

- 2.1 Storytel offers various subscription plans (“**Plan(s)**”). The Plans available in your country are listed on Storytel's website and/or mobile application (“**App**”).
- 2.2 You may purchase a subscription to the Service either directly from us through our website or from a third party through the App (“**In-App subscription**”). The purchase options available to you may vary depending on your country and your device. Your access to the Service depends on your chosen Plan. Details about your specific Plan are available in your account on Storytel's website. We may modify or remove a Plan, a feature or functionality at our discretion for reasons

such as Service improvement, compliance, legal or technical requirements. If such changes have a negative effect on your subscription, you will be notified and can terminate the subscription before the change becomes effective.

- 2.3 You may switch to a different Plan by contacting Storytel, visiting the Storytel website and/or App, or by contacting the third party that you purchased your subscription through. We may allow you to switch Plan before the end of your current billing period at our discretion.
- 2.4 We may offer multi-person subscriptions or single-person subscriptions. Unless otherwise specified, the Plans offered are single-person subscriptions.
- 2.5 For single-person subscriptions, the Plans provide access to the Content as available from time to time to one person only.
- 2.6 For multi-person subscriptions, the person who is paying for the subscription becomes the administrator and can invite other persons to use the subscription. All users need a Storytel account. The administrator can also withdraw invitations and access. This can be managed via the Storytel website. Multi-person subscriptions are normally limited to the administrator's household, unless otherwise stated for a specific multi-person subscription Plan.
- 2.7 Storytel may offer Plans with limited and unlimited hours.
- 2.8 For Plans with limited hours, you will not be able to consume audiobooks or e-books for the remainder of the billing period once you have reached your maximum number of hours. Unused time will not carry over to the next billing period unless otherwise specified for your Plan. The number of hours available to you are renewed on the first day of each billing period, normally on the day of your recurring payment.
- 2.9 If your Plan allows you to carry over unused time, you can save the maximum number of hours specified on the Storytel website or in the sign-up flow, but only until you cancel your subscription. The information about any saved hours is also available under your subscription settings on the Storytel website and App.
- 2.10 When you listen to audiobooks, the time limit is calculated based on the default listening speed (1.0x). This means that you access the same amount of Content regardless of your choice of listening speed. For example, if you listen at 2.0x speed you can listen for half as many real-time hours as at 1.0x speed. For e-books, the time is calculated based on the number of letters and pictures that are shown on each page you view. That means that the same amount of time is used up, no matter how fast you read a page.

3. Promotional Trial Offers and other campaigns

- 3.1 Your subscription may start with a promotional trial period or other campaign offer ("**Promotional Trial Offer**"). Promotional Trial Offers allow new users to try the Service for free or for a reduced price. Each person may use a Promotional Trial Offer only once. We, or the third party through which you purchased your

subscription, determine your Promotional Trial Offer eligibility at our sole discretion and may limit the offer for example to prevent abuse. We may use account email address or other identifiers to determine eligibility. We reserve the right to revoke or terminate a Promotional Trial Offer if we determine that you are not eligible. You may not combine Promotional Trial Offers with other offers. For Promotional Trial Offers, we may give you access to a limited version of a Plan, e.g. by limiting the number of available hours during your trial period, and/or impose other restrictions at our sole discretion.

- 3.2 When you sign up for a Promotional Trial Offer, you accept that you will automatically be charged the regular subscription price of your Plan after the end of the Promotional Trial Offer. If you cancel your subscription before the first payment you will not be charged at all or not charged the full regular price depending on the promotion, and your subscription will end. A Promotional Trial Offer will end automatically when you have used the free hours that you were granted or when the limited time period ends, unless otherwise specified on the Storytel website or made available to you when you sign up.

4. Gift Cards

We may offer different types of gift cards. Some of these are linked to a specific Plan and can only be used with such a Plan. You cannot activate a gift card to pay for your ongoing subscription to a Plan.

5. Fees and Payment

- 5.1 Our subscription fees are displayed on Storytel's website and/or App. The specific fee for your Plan will also be communicated when you sign up. Our fees may vary over time and depending on the payment method used and will exclude any cost or fees from your internet or telecommunication service provider.
- 5.2 We may change a subscription fee due to various factors including for example inflation, Service improvements and management or increased compensation to rights holders. If the fee is changed, we will notify you at least 30 days in advance, giving you enough time to cancel your subscription before change takes effect.
- 5.3 We will charge the subscription fee in advance for the chosen payment period, starting from the activation date. The payment period will be 30 days or longer, depending on your Plan. If you have signed up for a Promotional Trial Offer we will charge you after the end of the Promotional Trial Offer.
- 5.4 By signing up to your Plan, you request that we start to deliver the Service immediately. Storytel does not offer refunds or credits once the subscription starts. Your billing period will depend on the Plan you have chosen.
- 5.5 Please note that if you pay directly to us, we may refuse or block certain credit cards or other payment methods at any time, for example if they are not issued in the country where the Service is offered. You can update your payment method

on the Storytel website under your account settings. If updated, we may continue to charge you via the new payment method.

- 5.6 If you have purchased the subscription through a third party, the third party's payment terms apply.

6. Withdrawal rights, cancellation and term

- 6.1 You have the right to withdraw from your purchase of a Storytel subscription within fourteen (14) days from the day of your purchase. To withdraw, you must clearly state that you wish to withdraw from the Agreement. The message must be received by us before the end of the withdrawal period. You may use the withdrawal form at the bottom of these Terms and Conditions to exercise your right of withdrawal. If you withdraw, your subscription will end immediately and we will refund your payment without undue delay, but may deduct an amount that is proportional to your use of the Service during the withdrawal period. The refund will be made within 14 days and to the same payment method used to make the purchase unless otherwise agreed.

- 6.2 You can cancel your subscription under your account settings on the Storytel website, in the App if you have purchased an In-App subscription or by contacting the Storytel Help Center. If you have signed up to the subscription via a third party, you must cancel your subscription through that third party. If you cancel your subscription, it will expire at the end of your current billing period. If you have taken advantage of a Promotional Trial Offer, which has not yet expired, the subscription will end immediately when you cancel. Please note that due to technical requirements, you cannot modify or cancel your subscription, including the payment method, during the final hour before your next billing period starts.

- 6.3 If you do not cancel your subscription before the renewal date, your subscription will renew automatically for an additional billing period. You accept that we will charge you the subscription fee for the next billing period using your chosen payment method, as per the Agreement.

- 6.4 We reserve the right to cancel your subscription if we determine, based on available facts, that you are not based in the country in which we offer the subscription Plan you have purchased.

- 6.5 If you have purchased the subscription from a third party, such third party's terms and conditions apply instead of this section 6.

General terms

7. Delivery of Service

- 7.1 If you purchase your subscription or access to specific Content via Storytel's website and/or App, the Service is sold to you by Storytel Sweden AB, with

corporate identity number 556696-2865 and with address Box 24167, 104 51 Stockholm, Sweden.

7.2 If you purchase the Service from a third party, the Service is sold to you by that third party unless otherwise specified.

7.3 Regardless of how you purchase the Service, the company providing the Service to you is Storytel Sweden AB.

8. Use of the Service

8.1 We provide a personalized digital service for streaming and downloading (for in-app offline use) Content on compatible devices. Subject to the terms and conditions of this Agreement, you are granted a limited, revocable, non-exclusive, non-sublicensable right to use the Service. To use the Service, you need a compatible device or access to a Storytel partner's platform with the Storytel app or software installed. Features may vary across devices and platforms. You can find the technical requirements, information about business partners, and the accepted payment methods on Storytel's website.

8.2 We reserve the right to change the technical requirements for using the Service as well as to add or remove business partners and payment methods. Any such changes will be posted on Storytel's website.

8.3 We regularly update our software to ensure security and to enhance the user experience. Therefore, we may occasionally require you to update to a newer version of the app.

8.4 The Service is for personal, non-commercial use as per the Agreement. You and anyone using your account must not:

- a) engage in fraudulent or illegal activities,
- b) writing non-genuine or fake reviews or otherwise purposely misleading other customers;
- c) disrupt the Service;
- d) cause harm to Storytel, affiliates, or third parties;
- e) engage in abnormal usage patterns that clearly deviate from reasonable use including excessive consumption of Content;
- f) exploit for any purpose (commercial or otherwise), copy, modify adapt, create derivative works, display, distribute, transmit, sell, rent, lease, lend, sub-license or circulate any material, Content or part of the Service;
- g) use the Content for text and data mining as stipulated under EU directive 2019/790 on copyright and related rights in the Digital Single Market (as implemented in the member states),
- h) redistribute, circumvent or disable any content protection system or digital rights management technology used in the Service;
- i) decompile, reverse engineer, disassemble or otherwise reduce any Service to a human-readable form;
- j) remove any identification, copyright or other proprietary notices; or

- k) access or use the Service in an unlawful or unauthorized manner or in a manner that suggests an association with our products, services or brands.
- 8.5 Use of the Services and/or Content in breach of this section 8.4 shall always be deemed to constitute a material breach of this Agreement which is cause for termination, see section 12, and may result in copyright infringement claims.
- 8.6 You must control your account and prevent unauthorized access. You also undertake to follow password security guidelines and will not share your password or other personalized details associated with your account. If others use the Service under your account, you shall ensure that they comply with the Agreement and you are liable for their actions. You have no right to transfer your rights and obligations under the Agreement, unless you have Storytel's written consent to do so.
- 8.7 It is your responsibility to inform Storytel of any changes to your signup and/or at purchase data, especially your e-mail address or phone number with which you created your account.
- 8.8 You are responsible for all user-generated content (for example, reviews and profile picture) that you create and share in the Service or on any platforms related to the Service (for example, social media channels) ("**User Generated Content**"). You must also ensure that you hold all rights to such User Generated Content. All User Generated Content must be in accordance with the terms of this Agreement and the Storytel Community Policy. You may not share any User Generated Content that may be deemed as illegal, insulting, offensive, harassing, obscene, defamatory, discriminatory, a breach of privacy, or infringing any third-party rights. We may monitor, review, remove or disable access to any User Generated Content at any time and at our sole discretion.
- 8.9 You hereby grant us a royalty-free right to, either directly or through a third party, use User Generated Content, in original or modified form, in the Service without limitations in time or place. You may remove your User Generated Content from the Service at any time. The rights granted to us include the right to use your reviews (without your image or name) for the purpose of marketing Storytel, the Service, the Content our licensors, or our business partners, in all types of media and platforms.

9. Content Filters and Minors

- 9.1 We may occasionally offer pre-installed optional content filters in the Service, for example "Kids mode" or similar filters intended for minors. These filters rely on information provided by third parties, like the publishers of the Content. You acknowledge that we cannot guarantee the complete accuracy of these filters or ensure they will always exclude all non-relevant content as intended.
- 9.2 You acknowledge that the Service includes Content which is not appropriate or suitable for minors and agree not to let minors access the service without your

supervision, regardless of whether or not you have chosen to use an available content filter.

10. Content and Intellectual Property Rights

10.1 The Content in the Service is constantly evolving and may be changed, removed or updated without notice in order to for example improve the Service or adhere to legal requirements, intellectual property rights, rights holders' requests, agreements with third parties, our internal content policies, or other commercial considerations. The Content offered, and how it is presented to you, may also vary from time to time due to other factors. These factors may include the country you are in, your consumption of specific Content or the volume of Content that you have consumed.

10.2 The Service and the Content is our and/or our licensors' copyrighted property. All intellectual property rights, including trademarks, service marks, trade names, trade dress, domain names, patents, inventions, trade secrets, copyrights, database rights, and know-how, in the Service or the Content, are owned by us, our licensors, or any affiliated companies. You may only use elements of the Service or the Content as part of the Service provided to you and as expressly permitted under the Agreement.

10.3 We do not transfer any rights or title to the Service or any part of it, nor to the Content or any portion of it, to you. Additionally, nothing in this Agreement grants you any license or right to use any trademark displayed on or within the Service or the Content.

11. Third-party content, links and services

11.1 We are not responsible for and do not warrant the quality or the safety of any hyperlinks or other elements generated by third parties accessible from the Service, our website or any forums provided by Storytel, both within and outside of the Service.

11.2 The Service may integrate, be integrated into, or be provided in connection with third-party services and content. We may not control those third-party services or their content, and they may have separate terms and policies. You should carefully read any agreement, terms of use and privacy policies presented to you that apply to such third-party services and content.

12. Suspension and termination

12.1 We can suspend your access to the Service or terminate the Agreement with immediate effect at any time, without notice or refund, if you breach the Agreement or violate any laws, rules or regulations.

12.2 In the event of a delayed/defaulted payment, we are entitled to charge you reasonable penalty interest, reminder fees, and where applicable, statutory debt collection fees. We also reserve the right to suspend or terminate your access to the Service. If this should occur, you may log in to your account at Storytel's

website to re-activate your subscription. If you have purchased the subscription through a third party, contact the third party to reactivate your subscription.

- 12.3 Termination does not affect the parties' rights or obligations under section 9 and 11 or other terms of the Agreement that by their nature remain in effect even after termination of the Agreement. Upon the expiry or termination of the Agreement, for whatever reason, all licenses automatically expire and all rights revert to us.

13. Storytel's rights and responsibilities

- 13.1 We will contact you from time to time. All communication between Storytel and you will follow Storytel's Privacy Policy.

- 13.2 We aim to make the Service available 24/7. However, we do not guarantee that the Service will always be free of errors or interruptions. If there are any faults or interruptions affecting the Service, we shall be given the opportunity to fix these without being in breach of the Agreement. Storytel also has the right to temporarily close the Service for necessary upgrades and maintenance.

- 13.3 If you have a Storytel subscription and are offline from the Service for a period of thirty (30) days or more, we may block your access to the Service until you go online again. This is to ensure that you still have an active subscription to the Service and to manage updates in the Content.

- 13.4 We have the right to, fully or partially, transfer our rights and obligations under the Agreement to third parties. We also have the right to engage subcontractors to fulfill our obligations under the Agreement. Any changes which may affect the processing of your personal data shall be handled in accordance with the Storytel Privacy Policy.

- 13.5 We may change the Agreement at our discretion. If these changes negatively affect the Service or your subscription, you will be notified via email, text message or notification via the Service at least thirty (30) days before the changes take effect. You may cancel your subscription ahead of the changes if you so wish. Your continued use of the Service constitutes acceptance of the changes. Please read any notices carefully. To cancel your subscription due to such updates or changes in the Agreement, follow the instructions in section 6.

14. Sanctions and export control

You may not use, access or otherwise export or re-export the products or services except as explicitly permitted in these terms and to the extent permitted by applicable law. In particular, but without limitation, the Services may not be exported, re-exported or otherwise made available (a) into any country or region embargoed by the U.S. Government, or (b) to any party listed on any list of prohibited parties or subject to sanctions imposed by the UN, EU, UK or other countries. By using the Services, you represent and warrant that you are not located in any such country or listed on any such list.

15. Governing law and dispute resolution

15.1 The Agreement shall be governed and construed in accordance with the laws of Sweden, excluding its conflict of laws principles. However, this will not limit any consumer protection rights that you may be entitled to under the mandatory laws of your country of residence if in conflict with the above.

15.2 If you are dissatisfied with the Service, the Content available on it, or with the Agreement, your sole and exclusive remedy is to cancel or withdraw the Service. In no event shall we have any liability for indirect damages and you agree that our liability shall in all cases be limited to the amount paid by you to Storytel during the twelve months preceding your claim. We are not liable for any disruption in your internet access.

15.3 In case of a dispute between you and Storytel that cannot be solved between the parties, the dispute may be referred to the appropriate court or forum in India and settled in accordance with the laws of India.

16. Contact details

You may contact us via the channels below:

- Storytel Help Center
 - E-mail address: support.in@storytel.com
 - Address: Box 24167, 104 51 Stockholm, Sweden

Right of Withdrawal form

I hereby give notice that I withdraw from my purchase agreement regarding the following subscription:

Purchase date:

Name:

Email:

Signature (only if sent by post):

Date: