



# Terms of Service (Sv: “Användarvillkor”)

Entity: Byggveai Technology AB (Sv: “Aktiebolag”; org. no. 559537-3647)

Registered office: Brickanta C/O Byggveai Technology AB, Engelbrektsgatan 5

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Effective date: 1 August 2025

Last updated: 21 March 2026

Contacts: support@brickanta.com

These Terms of Service (the “Terms”, Sv: Allmänna villkor) govern access to and use of the software, APIs, websites, documentation, and related offerings provided by Byggveai Technology AB (“Brickanta”, “we”, “us”, “our”). By using the Services (Sv: Tjänsterna), you agree to these Terms. If you do not agree, do not use the Services.

B2B only. The Services are intended for business users (Sv: Näringsidkare) and not for consumers (Sv: Konsumenter).

## 1. Scope of Services

Brickanta provides an AI-driven platform and related offerings for workflows in construction and adjacent industries. The Services may include, without limitation: hosted software, APIs/SDKs, document processing and retrieval, analytics, dashboards, model-assisted outputs, integrations, professional/consultancy services (Sv: konsulttjänster), onboarding, training, configuration, data preparation/labeling, and support (collectively, the “Service”). Features may vary by plan and may be added, modified, or deprecated over time (Sv: förändringar kan ske med skälig information).

## 2. Eligibility & Authority

You represent that you have the legal capacity and authority to bind your organization. You must comply with applicable law when using the Service.



### 3. Accounts & Security

Provide accurate registration information, keep credentials confidential, and promptly notify us of suspected compromise. You remain responsible for activity under your account (Sv: kontoinnehavarens ansvar).

### 4. Subscriptions, Fees & Billing

#### 4.1 Fees and Taxes

Fees are stated in an order form or pricing page and are exclusive of value-added tax (Sv: mervärdesskatt, moms) and other applicable taxes. You authorize recurring charges for each subscription term unless canceled under §4.2.

#### 4.2 Auto-Renewal & Cancellation (notice + written confirmation)

Subscriptions renew automatically for successive terms unless you cancel no later than 60 days before the end of the current term (via the billing portal or written notice to [legal@brickanta.com](mailto:legal@brickanta.com)). A notice is effective when received and valid only upon our written confirmation (Sv: skriftlig bekräftelse). You retain access through the end of the paid term; refunds are not provided unless required by mandatory law (Sv: tvingande lag).

#### 4.3 Price Changes with CPI/KPI Safeguard

We may change pricing with 60 days' prior notice before your next term. If an increase materially exceeds CPI (Sv: KPI – Konsumentprisindex, SCB) or otherwise materially worsens your commercial terms, you may terminate by written notice before the change takes effect; otherwise, new pricing applies at renewal.

#### 4.4 Invoicing; Late Payment

Unless otherwise agreed, fees are due in advance of each billing period. We may charge reasonable late-payment interest and recovery costs (Sv: dröjsmålsränta enligt Räntelagen (1975:635) and inkassokostnader) for overdue amounts.

#### 4.5 Currency, Transfers & Foreign Exchange

Invoices are issued in SEK. If you pay from a non-SEK account or via a method that triggers currency conversion, you are responsible for bank charges and FX costs so that the invoiced SEK amount is received in full. Where conversion occurs, we may apply a prevailing market rate at or near the start of the billing period (Sv: växelkurs vid periodens



början) or another rate specified in your order. In the event of redenomination or changes to currency regimes affecting SEK payments, we may take reasonable steps to ensure continued collection of fees in an equivalent monetary value (Sv: omräkning av belopp).

## 4.6 Trials

No free trial is offered by default. We may, at our discretion, offer a written trial arrangement for specific customers or plans (Sv: prova-på, endast efter uttryckligt avtal). Any trial terms (duration, scope, data handling, transition to paid) will be specified in writing at the time of offer; absent such written terms, no trial applies.

## 5. Service Changes, Updates & Deprecations

We continuously improve the Service. You agree to use supported versions and understand older versions/endpoints may be deprecated after reasonable notice (Sv: skälig tidsfrist). For any locally installed component or client, you agree to update within a reasonable period (typically 30 days) to maintain security and compatibility.

## 6. Acceptable Use

You will not: (a) violate law; (b) disrupt or probe the Service; (c) reverse engineer or bypass controls; (d) use the Service to train competing models without consent; (e) upload unlawful/infringing content; (f) present outputs as professional advice (legal, accounting, engineering, safety, KMA, etc.); or (g) submit special-category/highly sensitive data without a valid legal basis and a written data processing agreement (Sv: Personuppgiftsbiträdesavtal, DPA).

## 7. AI Outputs, Human Review & No Responsibility for Errors

AI output are based on publicly available data, case law, and Customer Content, as applicable. AI outputs may be inaccurate, incomplete, outdated, or non-fit for your specific purpose. You are solely responsible for human review and independent verification of any outputs before relying on them.

Use of the Services and AI generated output (responses or documents) does not constitute legal advice and may under no circumstances be equated to legal advice.

To the fullest extent permitted by applicable law, Brickanta assumes no responsibility or liability of any kind, in any form, for mistakes, omissions, inaccuracies, misinterpretations, or miscalculations produced by or derived from AI outputs or the Service (Sv: i befintligt skick; ansvarsfriskrivning). This includes, without limitation, any



errors or defects relating to quantity take-offs/bills of quantities, cost estimates, bids/tenders, schedules/programs, classifications/categorizations, code or standard interpretations, design suggestions, clash/issue detection, risk assessments, or regulatory/readiness checks, as well as any downstream decisions, actions, or losses that you or third parties take based on such outputs. You acknowledge the Service is not a substitute for professional judgment, and you must apply appropriate internal controls, audits, and expert review before use in production (Sv: egenkontroll och rimlig aktsamhet).

## 8. Data Protection & Privacy

We process personal data in accordance with the GDPR and Swedish implementing law (Sv: Dataskyddsförordningen (EU) 2016/679 och kompletteringslagen (2018:218)). Our Privacy Policy and, where applicable, our DPA set out roles (controller/processor; Sv: personuppgiftsansvarig/personuppgiftsbiträde), subprocessors, international transfers, security measures, and data subject rights.

We also process Usage Data (as defined in §9) to deliver, secure, monitor, and improve the Service under lawful bases that include legitimate interests (Sv: berättigat intresse) and, where applicable, performance of a contract. Where Usage Data contains personal data, it is handled in line with the DPA and our Privacy Policy.

## 9. Customer Content; Usage Data; Aggregated and De-Identified Data

(Sv: Kundinnehåll; användningsdata; aggregerade och avidentifierade uppgifter)

### 9.1 Customer Content — ownership and license

You retain all right, title, and interest in inputs, uploads, files, and data you provide to the Service (“Customer Content”). You grant Brickanta a non-exclusive, worldwide license for the term of the Agreement to host, process, transmit, display, and create technical copies of Customer Content as reasonably necessary to provide the Service, support, troubleshooting, security, backups, and related operations (Sv: nödvändig licens för tillhandahållande av Tjänsten).

You acknowledge that the Input (meaning the content, including prompts, uploaded, accessed, stored or submitted by any means for use in the Service on behalf of the Customer) provided to the Service may be identical or similar to input provided by third parties. Additionally, you acknowledge that (i) the Service’s output may not be unique across customers/end users, and (ii) the Services may generate identical or similar output for you and for other customers. Questions asked by, and responses generated for,



Brickanta's other customers are not considered Customer Content under this Agreement.

**Feedback:** Feedback, comments, ideas, proposals and suggestions for improvements (collectively “feedback”) from the Customer (including its administrators and end users) is not treated as confidential. Brickanta may use feedback without restriction or paying compensation, and any intellectual property resulting therefrom shall vest exclusively in Brickanta.

**Model training.** Brickanta does not use Customer Content to train foundation models unless you have expressly opted in in writing (Sv: uttryckligt skriftligt samtycke/avtal).

**Business-critical materials.** Brickanta will not use business-critical or sensitive Customer Content (e.g., project documents, drawings, bid values, cost lines, schedules, proprietary calculations) for product improvement except as necessary to operate/support the Service or where you have expressly opted in in writing.

## 9.2 Usage Data — collection and use

“Usage Data” means telemetry and technical information generated by or relating to the use and performance of the Service (for example: feature interactions, UI clicks, API calls, response times, error rates, device/browser metadata, configuration parameters), but excludes Customer Content. You acknowledge and agree that Brickanta may collect and process Usage Data to provide, secure, monitor, and improve the Service, develop new features, and generate analytics and insights about Service performance (primary legal basis: legitimate interests; Sv: berättigat intresse). Usage Data is not used to train foundation models unless you have separately opted in in writing.

## 9.3 Aggregated and De-Identified Data

Brickanta may create and use data that is (a) Aggregated so that no individual or Customer is identifiable, and/or (b) De-Identified so that it cannot reasonably be used to identify an individual or Customer (Sv: aggregerade/avidentifierade uppgifter). Brickanta may use such data for benchmarking, trend analysis, capacity planning, and product improvement, including public or customer-facing reports, provided it does not identify you or any individual. Brickanta will not attempt to re-identify Aggregated or De-Identified Data and will contractually restrict subprocessors from doing so (Sv: förbud mot återidentifiering).

## 9.4 No transfer of IP in analytics

Except for your rights in Customer Content, Brickanta retains all right, title, and interest in (i) Usage Data, (ii) Aggregated and De-Identified Data, and (iii) learnings, know-how, and



analytics derived therefrom, together with any improvements to the Service (Sv: inga underförstådda licenser).

## 9.5 Responsibility for Customer Content and Rights to Share Data

You represent and warrant that you have all necessary rights, permissions, and lawful bases required to upload, submit, and otherwise provide Customer Content to the Service and to permit Brickanta to process such Customer Content in accordance with these Terms and any applicable data processing agreement.

You are solely responsible for ensuring that the Customer Content you provide does not violate applicable law, contractual obligations, confidentiality duties, intellectual property rights, or data protection regulations, including the GDPR (Sv: Dataskyddsförordningen (EU) 2016/679).

Brickanta does not independently verify the legality, ownership, or authorization of Customer Content. By submitting Customer Content to the Service, you confirm that you have the necessary authority to share such information and that its processing by Brickanta for the purposes of providing the Service is lawful.

To the extent Customer Content contains personal data, you remain responsible for ensuring that a valid legal basis exists for such processing and that any required notices, consents, or contractual arrangements have been obtained.

## 10. Intellectual Property

Brickanta and its licensors own the Service, software, models, and documentation. Except as expressly granted, no rights are implied (Sv: inga underförstådda licenser).

## 11. Third-Party Services & Open Source

Certain features rely on third-party services or open-source components; their terms may apply. We aren't responsible for third-party services outside our control.

## 12. Confidentiality

Each party will protect the other's non-public information with reasonable care and use it only to perform under these Terms. (Sv: Sekretess; företagshemligheter per Lag (2018:558) om företagshemligheter)



## 12.1 Customer name & logo

As a standard term, the customer permits Brickanta to display Customer's name and logo to identify Customer as a user of the Service in routine marketing (e.g., website, decks, sales materials). This does not allow disclosure of Confidential Information or any non-public details of the relationship; such specifics require a jointly approved customer story or press release, or a legal obligation to disclose (with prior notice where lawful). Customer may opt out by written notice; Brickanta will cease new uses promptly and remove from digital materials under its control immediately (archives/unrecallable copies excluded).

## 12.2 Enterprise NDAs, precedence

Brickanta can enter into a separate mutual non-disclosure agreement with enterprise organizations if needed (Sv: sekretessavtal/NDA). If that NDA conflicts with this §12, the NDA controls for its subject matter.

## 13. Warranties & Disclaimers

The Service is provided "as is" and "as available" without warranties of any kind, express or implied, to the fullest extent permitted by law (Sv: i befintligt skick).

## 14. Limitation of Liability

Neither party is liable for indirect, incidental, consequential, special, or punitive damages. Except for payment obligations, IP infringement, misuse of the Service, or breaches of §12 (Confidentiality), each party's aggregate liability is limited to the fees paid/payable in the 12 months preceding the event (Sv: ansvarsbegränsning).

## 15. Force Majeure

We are not liable for delays or failures caused by events beyond reasonable control, including war, civil unrest, government action, widespread energy shortages, fire, labor disputes, shortages of materials, transport delays, or internet disruptions (Sv: force majeure). If performance is substantially impeded for more than six months, either party may terminate on written notice.



## 16. Suspension & Termination

We may suspend or terminate for material breach (Sv: väsentligt avtalsbrott) if not cured within 30 days of notice, or immediately for unlawful/unsafe use. Upon termination, you must cease all use and delete local copies of materials we provided for offline use (Sv: radera lokalt material vid upphörande).

## 17. Assignment

We may assign these Terms (e.g., merger, acquisition, reorganization) to a successor assuming our obligations (Sv: överlåtelse). You may not assign without our prior written consent.

## 18. Changes to Terms

We may update these Terms; material changes will be notified in advance. Continued use after the effective date constitutes acceptance. For pricing changes, §4.3 applies (KPI/CPI safeguard + termination right).

## 19. Export, Sanctions & Anti-Corruption

You will comply with applicable export controls, sanctions, and anti-bribery laws (Sv: exportkontroll, sanktionsregler, antikorruption).

## 20. Governing Law & Dispute Resolution

These Terms are governed by Swedish law (Sv: svensk lag, excluding conflict-of-laws rules). Any dispute shall be finally settled by arbitration under the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce (SCC) (Sv: Stockholms Handelskammars Skiljedomsinstitut; Förenklat skiljeförfarande). Seat: Stockholm. Language: English (or Swedish by agreement). Information relating to proceedings is confidential (Sv: skiljeförfarande är som huvudregel icke-offentligt).

## 21. Non-Exclusivity (Sv: Icke-exklusivitet)

22.1 Brickanta does not accept or grant exclusivity undertakings with any customer or partner. Access to, licensing of, and availability of the Service — including the core platform and standard product packages — are non-exclusive and may be offered to any customer that lawfully, properly, and safely uses the Service in accordance with these Terms.



22.2 Brickanta may provide the same or similar functionality, services, or integrations to multiple customers without restriction.

22.3 Any bespoke or professional services (e.g., configurations, custom features, accelerators, or documentation) are provided on a non-exclusive basis. Brickanta may reuse generalized know-how, methods, and non-Customer-Content code that do not disclose Customer Confidential Information (Sv: icke-exklusiv licens; återanvändning av know-how).

22.4 For the avoidance of doubt, each Customer's Customer Content and Confidential Information remain owned by, and safeguarded for, that Customer as set out in §9 (Customer Content; Usage Data; Aggregated and De-Identified Data) and §12 (Confidentiality). Brickanta will, within its absolute best ability and employing commercially reasonable measures, not share, disclose, or reuse such materials in any manner that could identify the Customer or expose the Customer's trade secrets or other sensitive information (Sv: företagshemligheter), nor in any way that violates Brickanta's data protection, compliance, or security standards.

22.5 No most-favored-nation or parity commitment (Sv: ingen MFN-klausul) is provided unless expressly agreed in a separate written amendment signed by both parties.

22.6 Availability remains subject to compliance with these Terms, including §6 (Acceptable Use) and §16 (Suspension & Termination).

## 22. Miscellaneous

These Terms (together with any order) form the entire agreement and prevail over conflicting terms. If a provision is unenforceable, the remainder remains in effect (Sv: ogiltighet påverkar inte övriga villkor). No waiver is implied by delay or omission. Nothing creates a partnership, joint venture, or agency (Sv: inget enkelt bolag eller ställföreträdarskap).

Company details for notices & invoicing:

Byggveai Technology AB (Brickanta AI)

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