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General Terms & Conditions

1. The Scope

1.1   Application of general terms and conditions

These general terms and conditions shall apply to software service delivered via data network by Supplier to the Customer. Services may also include other software services, as well as other services offered by the Supplier. The contents of the services have been agreed on in more detail in the enclosed service description. The Software service shall include tasks related to the training of the Customer's personnel and the deployment of the software service only to the extent agreed in writing.

Customer Data means information or material transferred by the Customer to the software service or information or material otherwise provided or made available to the Supplier for Customer and for purposes of the software service or other information or material specified as Customer Data by the parties.

Software Service means a service delivered via data network or other similar service subject to the agreement.

These general terms and conditions shall apply unless otherwise agreed in writing between the parties.

2. Coming into effect and transfer of the agreement

The agreement comes into effect when parties have signed the agreement or the Customer has otherwise begun to use the Supplier's service or the Supplier has received the Customer's order in writing or by email.

3. Delivery, production and use of the Service

The Supplier shall be liable to deliver the service on agreed time or within a reasonable time from receiving the order if the delivery time has not been agreed.

The Customer's responsibility is to do its best to contribute the service delivery and access to Customer's data and systems.

Both the Customer and the Supplier shall be responsible for the protection of Customer Data. The Customer shall be responsible for preparing the hardware, connections, software and data systems to meet the operating environment specifications delivered by the Supplier, and for ensuring that the software service fulfills Customer's intended purpose.

The Supplier undertakes to perform the tasks for which it is responsible for in conformity with the agreement, with due care and with the professional skills required for the tasks.

The Supplier delivers the software service in conformity with the agreement. Instruction manual and related updates shall be on Customer's view in network in connection with the service.

The Supplier has the right to deliver the service in conformity with the agreement in the way it considers best. The Supplier has the right to change the Service techniques and factors relating to use of the service and update data systems and software.

The Supplier shall grant the Customer the right of use of the services in conformity with the agreement. The Customer shall use service and equipment, software, documents and other material delivered by right of use in connection with the service in accordance with the Supplier's instructions and only to agreed purpose.

Errors in Supplier's own systems and servers shall be repaired without delay. The Supplier shall have the right to suspend the delivery of the software service due to installation, change or maintenance work of general data network or due to severe data security risk to the software service or if required by law or regulation by authorities. If the Supplier suspends the software service, it shall inform the Customer of the suspension and the duration of the suspension in good time in advance or, if this is not reasonably possible, without delay after the Supplier has learned of such matter.

The Supplier shall have the right to deny the Customer access to the software service without first hearing the Customer, if the Supplier reasonably suspects that the Customer loads or uses the software service in such a manner as to jeopardize the delivery of the software service to other users. The Supplier shall without undue delay inform the Customer of the reasons for such denial and pursue to restrict the interruption as short as possible.

The Supplier shall not be responsible for the contents or functionality of the services, information of data network or other received information, as well as disturbances thereof. The Supplier shall not be responsible for disturbances from data network or elsewhere focused on the Customer or data system or unauthorized use or its trial or other comparable or corresponding factors. The Supplier shall not be responsible for third parties' faults or errors.

The Customer's own liability is to make backup copies of the Data and emails saved in the service. The Supplier shall also make backup copies, but it is not responsible in case of losing the Data due to e.g. damage in hardware, natural catastrophe or due to a factor beyond the Suppliers influence or any force majeure situation.

The Supplier shall have the right to disclose the Customer Data within the limits obliged by valid legislation.

4. Consent

4.1. Consent and marketing permission

a.
Emails are only sent to receivers who have given their consent to receive these emails according to section 7, paragraph 2, number 3 UWG (Act Against Unfair Competition) (opt in) or have a business relationship with the advertiser, and the conditions according to article 13 section 2 of the European Parliament and Council Directive 2002/58/EU on Privacy and Electronic Communication are met.

b.
The consent to receive advertisements through email has to be given separately.

The receiver must either click/mark a box or otherwise give a comparatively clear declaration of consent to receive advertisements via email. This declaration may not be part of other declarations (such as agreeing to terms and conditions).

c.
The receivers must give their consent actively through a conscious act. Preclicked/premarked boxes may not be used.

4.2. Email format

The contracting entity that means the contracting partner of the sender of an advertisement must be clearly recognizable. Every sent email shall contain an easily noticeable 'about us'; either in the text or through a direct link. The 'about us' section shall contain the following information:

a.

name and address of the sender, for legal entities in addition to name and address the legal form of the entity, authorized representative and the Commercial Registry, Association Registry, Partnership Registry or Cooperative Society Registry they are registered with, as well the appropriate registration number.

b.

contact information, at least a valid telephone number or an electronic contact form, as well as email address and

c.

if there is a value added tax identification number according to section 27a of the value added tax act or a business identification number according to section 139c of the tax code, this number shall be provided. Further reaching information obligations, for example according to section 5, paragraph 1 of the Telemedia Act (Telemediengesetz –TMG) remain untouched.

d.

Each email must contain an option to withdraw permission to send any further emails. Cancellation must be possible for the receiver, without having to know access data (such as login/password). Exceptions may be admissible in single cases as special cases occur in the administration of the offering party. Cancellations must be processed promptly.

e.

Neither the sender nor the commercial character of the message may be obscured or concealed in the header or the subject header of the email. Obscuring or concealing is taking place when the header and subject header are composed in such a way that the receiver cannot get any or can get only misleading information about the actual identity of the sender or the commercial nature of the message before the message is opened and read.

f.

The sender must remove email addresses from the mailing list after three hard bounces.

g.

The customer has to name a contact (name/phone number/email address) for complaints. Response time for complaints must not exceed 24 hours on business days

h.

When using email addresses that the sender or his customers received from third parties, the sender or his customer is obligated to make sure before the advertisement action is taken that only receivers who have given their consent according to these criteria are emailed; a consent that not only refers to mailings sent by a third party but also by the sender himself or the sender's customer

i.

The retrieval of address data for third parties (such as through cosponsoring) should be transparent to the user. More so, address data retrieved in such a way should only be used for a mailing if

1.

the companies for which the address data is generated were named individually, transparently, and categorized by industry, and

2.

the access to the list of companies was clearly possible and easy for the users, and

3.

the number of companies or persons for whom the address data was collected is reduced in a way that excludes the forwarding of user data to an unreasonably large circle of third parties and that allows the user to easily comprehend the consequences and the extent of his consent as well to easily control the legal handling of his data. For clarification purposes, we would like to point out that the companies for which the address data is generated may not forward this address data to third parties without a special consent from the user to do so.

5. Compensation for expenses and damages

The Supplier shall only be responsible for damages proved to be due to its own intentional or serious act of negligence. The liability shall always be limited to not more than the amount corresponding the Supplier's six (6) month's fixed and service specific monthly payment or in partial deliveries not more than the amount corresponding the partial delivery.

Compensation for damages must be claimed against the Supplier within a month from detecting the damage or when it should have been detected or in delay cases from the delivery.

The Supplier shall not compensate indirect, assetsfocused, foreseeable or unexpected damages.

The Customer shall be responsible for its password use and shall undertake to store its password in a way that third parties have no access to it. The holder of the password i.e. the Customer shall be responsible for actions made through its password or by using its password. The Customer shall be responsible for returning the Supplier all Supplier's property including the password, as well as to

finish the use of the Supplier's intellectual property rights without delay when this agreement is terminated on whatever the reason shall be.

The Customer shall be responsible for user rights, marketing permissions and compensation of data it has used. The Customer shall also be responsible for the correctness of the data it has given and performed and for the expenses due to correcting the incorrect data. Should the Customer use the service for illegal or unethical actions, such as e.g. sending junk mail, the Customer shall be fully responsible for all damages caused to the Supplier or third parties. The Customer shall also otherwise use the service at its own risk and shall be responsible for its own actions when using the service.

The Customer shall not load the Supplier's servers by keeping there more data than it has been restricted in the service entity or otherwise use them against the service entity.

The Customer shall release the Supplier and its employees from all possible consequences caused by the Customer's actions or its action in Internet network or otherwise by the service.

This agreement regulates detailed the Supplier's responsibility due to breach of agreement, as well as the Supplier's liability for damages.

6. Payments

Invoicing shall be done beforehand according to agreed invoicing periods. The customer relationship and the invoicing period shall begin when the order has been received or the system or user access for Customer has been delivered.

If the overdue payment has not been paid, the Supplier has the right to prevent the use of the service until the payment has been made. A new opening fee shall be charged of the reopening of the use.

The invoices must be paid on invoice due dates. If the payment is late, the Supplier has the right to charge interest on delayed payment from the period after due date. The Supplier shall charge a reasonable compensation of each reminder sent.

The Supplier has the right to change the service price and price structure. The Customer shall be notified of price changes in connection with an invoice or otherwise by email three (3) months before change shall come into force.

The Supplier has the right to develop and change the service. The Supplier shall notify the Customer of such possible changes in advance. The Customer shall be responsible for possible expenses arising from such changes.

The Supplier has the right to change the pricing if the usage of the service by the Customer shall significantly differ from agreed or otherwise from normal usage.

7. Rights and Customer data

The intellectual property rights to the software service and amendments thereto shall belong to the Supplier or a third party.

The intellectual property rights and the title to the Customer Data shall belong to the Customer or a third party.

The Supplier has the right to use Customer Data only for the purposes of the agreement. The Supplier shall take all necessary measures to protect Customer Data.

The Customer shall be responsible for Customer Data and for ensuring that the Customer Data or its use do not infringe third party rights or violate any legislation as in force from time to time.

Unless otherwise agreed in writing, the Supplier shall provide the Customer with the Customer Data upon the Customer's written request within 30 days of the Customer's written request. The Customer Data shall be delivered in an electronic form commonly in use. The Supplier shall have the right to charge for the collection, processing and delivery of the information in accordance with agreed pricing principles. The Supplier's responsibility to keep the Customer Data terminates 60 days from termination or expiration of the agreement, after which the Supplier shall at its own expense destroy the Customer Data. The Supplier shall be entitled to destroy or retain the Customer Data to the extent required by law or regulation of authorities.

8. Closing of the service

The Customer has the right to request closing of the service or restriction of use of it. The Supplier has, however, the right to charge a basic fee from closing time. A new opening fee shall be charged of the reopening of the use.

9. Infringement of intellectual property rights

9.1

The Supplier warrants that the deliverables (i.e. software services agreed herein) do not infringe third party intellectual property rights in the agreed country of delivery or use. Unless otherwise agreed in writing, the agreed country of delivery and use shall be Finland. The Customer shall be responsible for the above mentioned factors for its own data.

9.2

The Supplier shall at its own expense indemnify the Customer against claims presented against the Customer that the deliverables infringe third party intellectual property rights in the agreed country of delivery or use provided that the Customer promptly notifies the Supplier in writing of such presented claims and permits the Supplier to defend or settle the claims on behalf to the Customer and gives to the Supplier, at the request of the Supplier and at the Supplier's expense, all necessary information and assistance available and the necessary authorizations. The Supplier shall pay all damages awarded in a trial or agreed to be paid to a third party if the Customer has acted in accordance with the foregoing.

9.3

If in the reasonable opinion of the Supplier the deliverables infringe third party intellectual property rights in the agreed country of delivery or use or if such infringement has been confirmed in a trial, the Supplier shall and may at its own expense and discretion either (a) obtain the right to continue use of the deliverables for the Customer; (b) replace the deliverables with a product or service that complies with the agreement and corresponds to the agreed deliverables; or (c) modify the deliverables in order to eliminate the infringement in such a manner that the modified deliverables complies with the agreement. If none of the abovementioned alternatives is available to the Supplier on reasonable terms, the Customer shall, at the request of the Supplier, stop using the deliverables and return it, and the Supplier shall refund the price paid by the Customer for the deliverables deducted with the proportion of the price corresponding to time that the Customer has already used the deliverables.

9.4

The Supplier shall, however, not be liable if the claim (a) is asserted by a company, which exercises control over the Customer or which is controlled by the Customer within the definition of control laid down in the Accounting Act; (b) results from alteration of the deliverable by the Customer or from compliance with the Customer's written instructions; (c) results from use of the deliverable in combination with any product or service not supplied or approved by the Supplier; or (d) could have been avoided by the use of a released product or service that complies with the agreement and corresponds with the deliverables and which product or service is offered for use to the Customer by the Supplier without separate charge.

The Supplier's liability for infringement of intellectual property rights in the deliverables shall be limited to this section 9.

10. Force majeure

Neither party shall be liable for delay and damage caused by an impediment beyond the party's control and which the party could not have reasonably taken into account at the time of conclusion of the agreement and whose consequences the party could not reasonably have avoided or overcome.

Each party shall without delay inform the other party in writing of a force majeure event and the termination of the force majeure event.

10. Validity

The agreement shall be valid until further notice with three (3) month's term of notice, unless otherwise agreed in writing. In case a party delivers the termination notice later than 30 days after invoicing period has begun, the termination of the agreement shall come into effect after the next invoicing period has ended. The Supplier has the right to charge service fees until the notice period has ended. Already paid service fees shall not be returned. The Supplier may terminate the agreement immediately without any notice period, if the Customer has not paid the overdue payment and the delay has continued for 28 days from invoice due date, the Customer's assets have been ordered to be transferred in bankruptcy or liquidation, the Customer has been announced impecunious in repossession, the Customer disturbs other network communications or the Customer uses the service in illegal activities or activities against good practice. For example, if the Customer sends junk mail, that is considered to be activity against good practice.

12. Confidentiality

In connection with the agreement, the parties may receive from each other commercial and technical information, which belong to other party's business secrets or to which the other party has the intellectual property right. The Supplier's business secrets include all development material, applications and final results relating to agreement or tender documents and services. The Customer has no right to utilize the received information in its own business or in business of its sphere of interest or in other activities without the Supplier's written approval. The sphere of interest include the companies belonging to the same group with the Customer and persons belonging to decisionmaking bodies of such companies and persons and companies closely related to them. The Customer shall not expose received information and disclose them to any third party. Only the use of necessary information required to fulfill the agreement is allowed. This condition shall also be obeyed after the agreement has been terminated.

The Supplier shall not expose any documents, files or email registers, or disclose them to any third party.

The Supplier has the right to freely use the knowhow achieved from contractual relationship in its business activities, e.g. in service development work.

The Supplier has the right to mention the Customer's name and tell generally about the service quality when marketing its services, unless the Customer has specifically forbidden it.

13. Termination assistance upon termination of the agreement

13.1

. On expiration or termination of the agreement, the Supplier shall reasonable contribute in the transition of the Software Service to another Supplier. Unless otherwise agreed in writing, the obligation to contribute ends after 3 months from the expiration or termination of the agreement. The agreed hourly pricing principles shall apply to services relating to the Supplier's obligation to contribute to the transfer.

13.2

The obligation to contribute to the transfer mentioned in section 12.1 shall not apply if the agreement is terminated due to a material breach by the Customer. The Supplier shall,

however, also have the obligation to contribute to the transfer mentioned in section 12.1 in a situation referred above in this section 10.2, if the Customer settles all amounts due to the Supplier and provides an acceptable guarantee for further payments under the agreement.

13. Applicable law and settlement of disputes

Any dispute, controversy or claim arising out of or relating to the agreement, or the breach termination or validity thereof shall be finally settled in district court of the Supplier's place of domicile. The agreement shall be governed by the laws of Finland. The Supplier shall reserve a right to change these general terms and conditions, as well as prices. The Customer shall be informed of the changes not later than (3) three months beforehand.

14. Validity of general terms and conditions

These general terms and conditions shall be valid when they have been published in connection with the delivered service. These general terms and conditions shall replace all Supplier's previous conditions and delivery terms.