

TERMS OF SERVICE

THIS IS A LEGAL AGREEMENT BETWEEN YOU (“YOU”) AND TTTECH FLEXIBILIS OY (“FLEXIBILIS”). PLEASE REVIEW CAREFULLY THE FOLLOWING TERMS AND CONDITIONS. BY ACCESSING THE SERVICE AND/OR USING IT AND / OR CLICKING AN “ACCEPT” BUTTON OR A LOGICAL EQUIVALENT, YOU ACCEPT AND UNDERTAKE TO BE BOUND BY YOURSELF AND THE BUSINESS ENTITY YOU REPRESENT TO THESE TERMS OF SERVICE. IF YOU DO NOT ACCEPT THESE TERMS OF SERVICE, DO NOT PROCEED WITH THE REGISTRATION AND DO NOT ACCESS AND/ OR USE THE SERVICE.

1 General

These terms of service (“**Terms of Service**”) govern your use of Flexibilis portal provided at <https://flexibilisportal.axosoft.com> or other website or any other information exchange media made available by TTTech Flexibilis Oy, Trade Register Number 1493486-7 (hereinafter referred to as “**Flexibilis**”) (collectively hereinafter referred to as “**Service**”).

Flexibilis is entitled to amend these Terms of Service. Flexibilis will notify You of any changes. Your continued use of the Service after such notice shall be deemed an acceptance of any changes.

If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall in no way be affected or impaired thereby. The invalid provision shall be replaced by a valid one which achieves to the extent possible the original purpose and commercial goal of the invalid provision.

Terms and conditions related to privacy and protection of Your personal information are governed in privacy policy provided in the Service (hereinafter referred to as “**Privacy Policy**”). You confirm hereby that you have read and accept the Privacy Policy.

These Terms of Use shall constitute the entire agreement between the Parties and replaces the possible other earlier conversations and correspondence regarding the Service.

2 Access to the Service

Subject to Your acceptance of and compliance with these Terms of Service, Flexibilis grants You solely for the term of this agreement a personal, limited, non-exclusive, non-transferable, revocable license to use the Service solely for Your personal and non-commercial use. Except as specifically allowed in this agreement, You are not entitled to use, copy, store,

modify, transfer, distribute or otherwise make publicly available your account, the Service, a part thereof or the material contained therein in any way. Your use of the Service is subject to these Terms of Service and any reasonable instructions provided by Flexibilis from time to time.

You promise that the information You provide or provided in connection with registration to, and use of the Services (for example Your name, age and all contact information) is true and accurate. The use of the Service requires a username and a personal password or other user identification method approved by Flexibilis (hereinafter referred to as “**User Id**”). Flexibilis shall be entitled to choose, accept and / or change from time to time the User Id assigned to You.

You must keep the password required for the use of the Service secret and not disclose it to anyone else. You may not assign or transfer Your User Id to a third party and you may not allow a third party use the Service with Your User ID. If a third party has obtained Your password or You have a reason to believe that a third party has obtained Your password, You must immediately inform Flexibilis. You are responsible for actions taken by using Your User Id until You have informed Flexibilis of the loss of the password and Flexibilis has had a reasonable time to prevent the use of the Service with the User Id.

Flexibilis reserves the right to terminate your access to the Service without prior notice in its sole discretion. Flexibilis is entitled to prevent access to the Service if it has reason to believe that you are engaged in illegal activity or compromise other users' or Flexibilis' data security or privacy or if Flexibilis receives a notice that Your password has gotten into the hands of a third party.

No devices or connections necessary for the use of the Service are provided subject to these Terms of Service. You are responsible for purchasing, maintaining and

updating such devices and connections (including data security) and for any costs related thereto.

3 Intellectual Property and Right to Material

Flexibilis (or its Licensors) shall own all rights, title and interest in and to the Service as well as any material in or provided through the Service, including any copyright, patent, trademark, design right, trade secret and any other intellectual property rights (hereinafter referred to as “**Intellectual Property Rights**”). You shall not receive any ownership rights by using the Service or for example by downloading material from or submitting material to the Service.

Flexibilis and its partners shall have the right (but no obligation) to use any material, data, feedback, ideas or any other information provided by You to, through or for the Service (including any software code, algorithm and data or any other features created in the Service) (hereinafter referred to as “**Individual Material**”). You grant Flexibilis and its partners an unlimited, worldwide, perpetual, irrevocable royalty-free right and license to use, copy, amend, modify, translate, further develop, make derivative works and publish, display (publicly or otherwise), distribute, disclose, sell, resell, sublicense, perform, transmit, make available and communicate to the public and otherwise exploit in any manner whatsoever any such Individual Material or parts thereof in connection with the Service or the marketing thereof. The privacy and protection of Your personal information shall however remain subject to Privacy Policy.

4 Pricing, invoicing and terms of payment

The prices in force from time to time are specified at <https://flexibilisportal.axosoft.com> web site or otherwise agreed between You and Flexibilis. The prices shall include all public charges determined by the authorities, including value added tax shall pursuant to the legislation in force from time to time. Interest on arrears shall be in accordance with the Finnish Act on Interests.

5 Use of the Service

You agree not to use the Service in a manner or otherwise submit any material, that a) violate any Intellectual Property Rights, privacy, publicity or any other rights of others; or b) would be obscene, indecent, discriminatory, abusive, defamatory or illegal, or violate good manner.

You may not use inappropriate language or offensive expressions while using the Service. You shall also use the Service in a manner that does not cause harm to Flexibilis, other users or third parties. If Flexibilis receives a notice claiming that You have submitted afore described material, Flexibilis is entitled to remove such material or prevent its use without notice.

The Service may contain links to sites, which are owned or operated by third parties. Flexibilis shall not be responsible for the content or for products or services offered by third parties. You are also aware that the individual applications or other material contained in the Service may include supplementary terms and conditions.

6 Provision of the Service

Flexibilis has the right to provide the Service as it deems appropriate including the right to amend the Service. If such changes necessitate changes in Your devices, you shall make such changes at Your own expense. Flexibilis aims to notify You of any substantial changes that materially affect the use of the Service a reasonable time in advance.

Flexibilis may suspend the Service where necessary for example for installation, amendment or maintenance work or if laws, regulations or authorities so require or if there are other justifiable reasons for suspension. Flexibilis aims to ensure that the suspension is as short as possible. Flexibilis has the right to terminate the Service at its sole discretion. Flexibilis aims to notify a reasonable time in advance about any suspensions or termination of the Service.

7 Liabilities and limitations of liability

The Service is provided on an “AS-IS” basis without warranties of any kind. Flexibilis does not warrant that the Service will function without interruptions or error-free. Flexibilis shall not be liable for the correctness, exhaustiveness or reliability of the information or other material presented on the Service nor for the content or other features of the products or services offered on or conveyed through the Service. Flexibilis shall not be liable for the content in the opinion or discussion forums or any other information exchange media on or connected with the Service.

Flexibilis shall not be liable for direct or indirect damages caused by a possible delay, a change or a loss of a service, product or material transferred through the Service. Flexibilis is not liable for direct or indirect

damages caused by interruptions and disturbances including loss or delay of data or changes in data due to technical defects or maintenance. Further, Flexibilis disclaims any liability for direct or indirect damages caused to You by harmful programs (virus, worms etc.) or incorrect content in the Service. Flexibilis bears no liability for damages caused by You or by a third party.

Flexibilis' maximum liability for direct damages caused to You or Your property is at all times limited to the to the amount paid by You for the use of Service or part of it during the three-month period immediately preceding the event that gave reasons for the claim. Flexibilis is never liable for any indirect or unforeseeable damages caused to You at any given circumstances.

You shall be liable and agree to indemnify Flexibilis and third parties for and against all damages, which are caused by unlawful behavior or infringement of these Terms of Service.

8 Confidentiality

"Confidential Information" means any information and material in whatever form disclosed to You by Flexibilis subject to, or in connection with the use of the Service.

You shall keep in confidence all Confidential Information and shall not disclose the Confidential Information to any third party or use the Confidential Information for any purpose other than for the purpose of these Terms of Service.

You shall have the right to:

- a) copy Confidential Information only to the extent necessary for the purpose of these Terms of Service; and
- b) disclose Confidential Information only to those of its employees who need to know Confidential Information for the purpose of these Terms of Service.
- c) disclose Confidential Information to its own advisors provided that such advisors are bound by confidentiality provisions at least as restrictive as contained in this section 8.

Notwithstanding the foregoing the confidentiality obligation shall not be applied to any material or information:

- a) which is generally available or otherwise public other than by a breach of these Terms of Service on the part of You; or

b) which You has received from a third party without any obligation of confidentiality; or

c) which was in the possession of You prior to receipt of the same from Flexibilis without any obligation of confidentiality related thereto; or

d) which You has developed independently without using material or information received from Flexibilis; or

e) which You shall disclose pursuant to a law, decree, or other order issued by the authorities or judicial order.

You shall cease using Confidential Information received from Flexibilis promptly upon termination of these Terms of Service or when You no longer needs the Confidential Information in question for the purpose of this Agreement and, unless the Parties separately agree on the destruction of such material, return the material in question and all copies thereof. You shall, however, be entitled to retain copies required by law or regulations.

The rights and obligations under this section shall survive the termination or expiration of this Agreement and shall remain in force for a period of 5 years from the date of disclosure.

9 Indemnification

You agree to indemnify, defend and hold Flexibilis and its commonly owned or controlled affiliates, as applicable, and their respective officers, directors, employees, agents and representatives harmless from and against all damages, liabilities, costs, losses and expenses (including reasonable attorneys' fees) arising out of or resulting from: (i) your use of Service or Individual Materials; (ii) Individual Materials you submit, post to or transmit through Service (iii) any actual or alleged breach by You of these Terms of Use; and/or (iv) your violation of any rights of another.

10 Term of Agreement

The term of this agreement is as selected by you from the available license alternatives in connection with your registration to the Service or in case such selection has not been made, twelve (12) months from your registration and acceptance of these terms of service. You may renew this agreement for successive terms by paying the applicable price for the successive term before the termination of the then current term.

Flexibilis shall have the right to terminate or suspend the Service immediately, if You have failed to make a payment when due or if You violate these Terms of Service.

When the agreement terminates or when the Service is suspended or terminated, Flexibilis shall not return to You any payments for the Service, except in Flexibilis' sole discretion.

11 Notices

A notice related to this agreement shall be sent to Flexibilis' address first mentioned above. Flexibilis may send a notice related to this agreement by posting

it on the Service or by email or SMS using the contact information provided by You or otherwise in writing.

12 Applicable law and settlement of disputes

These Terms of Service and the contractual relation related thereto shall be governed by the Laws of Finland. Disputes arising out of these Terms of Service or the contractual relation related thereto will be attempted to be settled amicably. If no agreement is attained, the dispute shall be settled in the District Court of the City of Tampere, Finland as the first instance.