

Tehdas General Terms and Conditions

1. DEFINITIONS

1.1. In these Terms, unless the context otherwise requires, the following expressions have the meanings given:

"Customer" the person, firm, company, partnership or other organisation identified by Tehdas and any individual to whom Tehdas has allocated a User License;

"Customer's Data" eventual Customer's data loaded, received, maintained or transmitted on the System under this Agreement (including back-up data);

"Force Majeure" any cause affecting the performance of this Agreement arising from or attributable to any acts, events, non-happenings, commissions or accidents beyond the reasonable control of the party to perform;

"Intellectual Property Rights" all patents, copyrights, design rights, trademarks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world;

Tehdas (a business registered in Finland (registration number 2872096-6) whose registered office is in Helsinki Finland)

"Server" Tehdas' (and third party supplier's) server(s) used for the purpose of providing the Services.

"Service" The Tehdas Online Service including the hardware and software belonging to Tehdas' suppliers used for the provision of the Service and any required offline Tehdas Software components;

"Services" the Service;

"Term" the period of time during which Tehdas will provide the Service to the Customer;

"Terms" these General Terms and Conditions and any Schedules annexed;

"User License" a license for the exclusive use of a named individual to use the Service. A User License may be allocated by the Customer to such individual from time to time. Such allocation shall not permit the Customer to allow more than one individual to benefit from a User License simultaneously.

1.2. Any reference to clauses or Schedules is to clauses or Schedules of this Agreement;

1.3. Any reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted;

1.4. Words importing the singular include the plural and vice versa and words importing any gender include every gender;

1.5. Any reference to "written" or "in writing" shall include faxes and emails;

2. SUPPLY OF THE SERVICES

2.1. In consideration for the charges set out, Tehdas shall supply the Services to the Customer in accordance with the provisions of this Agreement.

2.2. Tehdas shall be entitled to:

2.2.1. control, direct, and establish technical procedures for the use and supply of the Service to be followed by the Customer;

2.2.2. make operational changes to the Service without giving prior notice to the Customer; and

2.2.3. suspend or resume the availability of the Service over the Internet.

2.3. Tehdas has obtained and shall maintain all necessary consents, licenses or certifications required for the provision of the Service.

3. CONDITIONS OF USE OF THE SERVICE BY THE CUSTOMER

3.1. The Customer shall:

3.1.1. obtain and maintain a compatible computer system (that meets the Tehdas minimum system requirements) together with any equipment, software and communication lines required for the Customer to access the Service;

3.1.2. follow all reasonable instructions and procedures given by Tehdas relating to the Service;

3.1.3. use an up-to-date virus scanning program on all of the Customer's Data;

3.1.4. receive all relevant codes and other information relating to the Service (including but not limited to any changes affecting the Service, or the prices); and

3.2. The Customer will not and shall procure that any User or any party under the Customer's control will not submit to Tehdas via the Service or by any other means) any material which:-

3.2.1. is libellous, defamatory, invades privacy or is obscene, pornographic or harassing;

3.2.2. infringes any Intellectual Property Rights including rights of confidentiality and copyrights of any third party;

3.2.3. violates any law or regulation;

3.2.4. advocates illegal activity;

3.2.5. advertises or otherwise solicits funds for goods or services;

3.2.6. shall cause or is likely to cause harm in any degree to computer systems owned by Tehdas, Tehdas Suppliers or other internet users.

3.3. The Customer will use the Service and procure that Users use the Service in a sensible and responsible manner and will not do or cause anything to be done to the Service which may disrupt the operation of the Service ,or which may expose Tehdas or any Tehdas customer to any claims whatsoever of any third party.

3.4. If in Tehdas' absolute opinion there are reasonable grounds to believe that the Customer is or is likely to use the Service otherwise than in accordance with the Agreement, it may terminate the Agreement and/or suspend access to the Service

3.5. The Customer acknowledges that neither the Internet nor the Server is completely secure and accordingly although Tehdas will use all reasonable endeavours to protect Customer Data it cannot guarantee the privacy of any of the Customer's Data.

4. INDEMNITY

4.1. The Customer shall indemnify Tehdas against any claims, proceedings, losses, liabilities, damages charges and expenses (including reasonable costs) of whatever nature arising out of or in connection with any claim or action made against Tehdas relating to a breach by the Customer of its obligations under this Agreement.

5. PRICE AND PAYMENT

5.1. Payments shall be made by PayPal for a designated price by Tehdas.

5.2. For the avoidance of doubt Tehdas shall not be responsible for any loss, damage costs, expenses or other claims of the Customer or any User or any third party resulting from the suspension of the Service as set out in clause 3.4 above.

7. WARRANTIES AND LIMITATION OF LIABILITY

7.1. The Customer acknowledges that the existence of a reasonable number of errors or bugs in the Software shall not constitute a breach of this Agreement.

7.2. Whilst reasonable measures have been taken to ensure that the Service shall be virus-free no warranty is given that the Service is free from infection from viruses or anything else that has contaminating or destructive properties and Tehdas shall have no liability in respect thereof.

7.3. Except as set out in this Agreement and to the extent permitted by law, Tehdas disclaims all warranties with respect to the Service, either express or implied, including but not limited to any implied warranties of suitability or fitness for any particular purpose.

7.4. Notwithstanding the generality of 7.3 above, and subject to clause 7.5 and 7.6;

7.4.1. Tehdas shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any:

7.4.1.1. loss of profits;

7.4.1.2. loss of business;

7.4.1.3. depletion of goodwill and/or similar losses;

7.4.1.4. loss or corruption of data or information;

7.4.1.5. pure economic loss; or

7.4.1.6. special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement.

7.5. In the event that any exclusion contained in this Agreement shall be held to be invalid for any reason and Tehdas becomes liable for loss or damage that may lawfully be limited, such liability shall be limited to the charges paid by the Customer for the Services in the month in which the liability occurred.

7.6. Nothing in this Agreement shall exclude or in any way limit Tehdas' liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent the same may not be excluded or limited as a matter of law.

9. INTELLECTUAL PROPERTY RIGHTS

9.1. Tehdas acknowledges and agrees that all Intellectual Property Rights vesting in the Customer shall remain vested in the Customer and nothing in this Agreement shall operate as an assignment to Tehdas of such Intellectual Property Rights.

9.2. The Customer acknowledges and agrees that all Intellectual Property Rights vesting in Tehdas and Tehdas' licensors shall remain vested in such parties and nothing in this Agreement shall operate as an assignment to the Customer of such Intellectual Property Rights.

11. DATA PROTECTION

11.1 the Customer's Data has been obtained and processed (in so far as the Customer's Data has been processed) lawfully;

11.2 In performing its Services Tehdas may process (albeit for diagnostic or investigative purposes only) the Customer's Data. Tehdas hereby warrant to the Customer that in such circumstances it will in respect of any personal data observe all the obligations pertaining to a data processor under the General Data Protection Regulation (EU GDPR) – 2016/679 GDPR (Act) and will indemnify the Customer against all breaches of the said Act by Tehdas in respect of the Customer's Data.

11.3 Where the Customer or Customer Data is under the jurisdiction of other applicable legislation relevant to Data Protection the Customer warrants and undertakes to Tehdas that it shall fully comply with such legislation in respect of its use of the Service

12. FORCE MAJEURE

12.1. Tehdas shall not be responsible for any delays in providing, or any failure to perform, the Services or the failure of the Internet due to any occurrence, event or cause beyond Tehdas' reasonable control, which may prevent or hinder the performance of Tehdas of any of its obligations under this Agreement.

13. DURATION AND TERMINATION

13.1. This Agreement shall commence when the Service first became available to the Customer (according to Tehdas' records) whether or not the Customer accessed the Service on that date.

13.2. This Agreement shall continue until terminated by either party.

14. AMENDMENTS

14.1. Tehdas may amend these Terms as required from time to time.

15. LAW

15.1. This Agreement shall be governed by and construed in accordance with the laws of Finland and the Finnish Courts shall be exclusive jurisdiction to decide any dispute concerning this Agreement or the subject matter of this Agreement.