

## SMARTIFIK LTD OY

### General Terms and Conditions

These general terms and conditions ("**Terms**") govern (i) the use of the client service robot provided by Smartifik Ltd Oy ("**Smartifik**" or "**we**") and integrated into the corporate client's ("**Client**") webpage as well as (ii) the use of the relevant webpage of Smartifik (service robot and relevant webpage jointly "**Service**"). Other parties using the Service are natural persons using the Service as representative of the Client ("**User**") and users visiting the Client's website ("**End User**"). Client, User and End user and hereinafter referred also as "**you**".

The exact content of the Service, as well as pricing, fees and other terms concerning the Service are defined in the (i) Service and/ or (ii) service agreement, (iii) service description concluded between Smartifik and the Client, (iv) in the pricing list of Smartifik as well as in these Terms. In cases of discrepancy, the aforementioned information, documents and agreements shall prevail over each other in the order stated above.

Smartifik and you shall enter into agreement online or in writing. An agreement is concluded when (i) you use the Service and/ or (ii) Smartifik and the Client have both signed the service agreement, Smartifik has approved an order made by the Client and sent an order confirmation or when the Client has accepted an offer made by Smartifik. However, in all cases the Client, User and End User enters into the agreement with Smartifik and agrees to be bound by these Terms by using the Service.

You shall inform Smartifik about any changes in contact details of other information that is relevant in using the Service.

Smartifik may revise these Terms from time to time and the most current version will always be posted on our website and apply to your use of the Service. By continuing to access or use the Service after revisions become effective, you agree to be bound by the revised Terms. In case the change of the Terms is material we may inform you of the changes in a way we deem best.

You enter into the agreement with us and agree to be bound by these Terms by using the Service. In case you use the Service on behalf of an entity or organization you enter into the agreement with us on behalf of such entity or organization and warrant that you have an authority to bound such entity or organization into this agreement. Service may be used only by adults with legal capacity and in compliance with these Terms. If you do not agree with these Terms, please do not use the Service.

### Service

The Service is as described on Smartifik webpage and/ or in the service description concluded between Smartifik and the Client. The Service may be altered due to further development. Client may use the Service during the term of the agreement with Smartifik in its internal use and for the purpose the Service is provided. The right to use the Service is not assignable. Unless otherwise agreed, the Service may be used only in the country where the Service was sold. Technical requirements, security, updates and end user support are described on the Smartifik webpage on in the service description.

Smartifik intends to keep the Service in constant use but may stop, suspend, or modify the Service at any time as deemed necessary. Smartifik has the right to interrupt the production of the Service, inter alia, due to maintenance work of, or a security threat for the telecommunications network or Service or if the law or regulatory provision so requires.

### Information

Certain information from the Client's webpage and communication in the Service ("**Information**") is stored. Original provider of the Information shall maintain full title and ownership of the Information. We have worldwide, unlimited, permanent and royalty-free right to use the Information and modify, develop and transfer the Information. We will use the Information as allowed by the law and in accordance with the Privacy Policy available on our website and attached to these Terms.

We have the right, without hearing you, to prevent your access to the Service and remove all Information you have uploaded to the Service, if we have a reasonable doubt that you upload to the Service information that we considered inappropriate or that may endanger the use of the Service by other users or production of the Service to or other users, or if you otherwise violate these Terms, applicable law or good manners or if we deem necessary.

### Our Property

The software and other technology used to provide the Service and any amendments thereto are or may be protected by copyright, trademark, and other intellectual property laws of respective jurisdictions and belong to us or to a third party. In addition to the right to use the Service in accordance with these Terms, these Terms do not grant you any right, title, or interest in the Service or related software or technology, or the content in the Service. These Terms do not grant you any rights to use the Smartifik or other trademarks, logos, domain names, or other brand features. We have the right to use any feedback, comments, or suggestions you send us or post in our forums without any obligation to you.

### Responsibilities with respect to the Service

You are responsible for maintaining the confidentiality of your account information, including the password, and for any and all activity that occurs under your account. You must notify us immediately of any unauthorized use of your account or password, or any other breach of security.

Use of the Service may require installation of the operating system or software into the Client's computer or communications system. Smartifik may (i) install the operating system and/ or the software or (ii) deliver to the Client a software when installation is on the Client's responsibility and made at the Client's own cost. Client is responsible for acquiring and maintaining the equipment, connections and software needed for the use of the Service and arranging cooperation between Smartifik and the Client's communication system provider and enable the delivery of Services in all possible ways. Users are responsible for protection of their computer system and telecommunications.

You are responsible for your conduct, the content of your Information, and your communications with others while using the Service. You are responsible for maintaining and protecting all of your Information and must take care of the Information and back-up copies. We are not liable for any loss or corruption of Information or for any costs or expenses associated with backing up or restoring any Information.

You must not use the Service to harass, threaten, impersonate, or intimidate anyone. You must not upload, post, email, transmit, or otherwise make available (a) any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise

objectionable, or (b) any content that is in violation of copyright, trademark or other law protecting intellectual property in any jurisdiction, or that violates any individual's publicity or privacy rights, or (c) any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", "affiliate links", or any other form of solicitation. You must not upload or transmit any worms or viruses or any code of a destructive nature. You must not violate any local laws in your jurisdiction (including but not limited to intellectual property laws). You must not use the Service for any illegal or unauthorized purpose. If you are an international user, you agree to comply with all local laws regarding online conduct and acceptable content.

### Representations, Warranties and Indemnification

When using the Service, you represent and warrant that, (a) you have all the rights necessary to use, reproduce, publish, display publicly, perform publicly, distribute or otherwise exploit information in connection with the Service and these Terms and that (b) the information will not infringe or otherwise violate the copyright, trademark or other intellectual property rights of any third party.

The Client shall indemnify and hold us, our affiliates, employees and directors harmless from against any and all loss, liability, costs, claims, damages, expenses (including the fees of lawyers and other professionals), suffered, incurred or sustained by or asserted against us in relation to or as a result of the information stored into the Service or misuse of the Service or a breach of these Terms or the agreement. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

### Fees and Terms of Payment

The Client shall pay for the Service as informed on the Service or as separately agreed between the Client and Smartifik. Unless otherwise mentioned, VAT is added to prices. The use of the Service is free of charge for the End User.

Smartifik may amend the pricing from time to time. When such amendments are made, Smartifik will inform the Client in writing no later than two (2) months before the amendments enter into force. Provided that prices are increased, the Client may terminate the Service by informing Smartifik fourteen (14) days prior to the effective date of new pricing.

The Service may be paid on the Service in accordance with the instruction, or invoiced by Smartifik. Invoiced payments shall be made in EUR within seven (7) days from the date of the invoice. In case you will not pay the fees due you shall be liable to pay the penal interest calculated in accordance with the Finnish Interest Tax Act and other related fees. In addition to the above mentioned, we are entitled to suspend the use of the Service until all fees due and accrued interest is paid.

### Limitation of Liability

You and any other user of the Service shall use the Service at their own risk. The Service is produced in a competent and professional manner and provided AS IS. We do not provide any representations or warranties, whether express or implied, or statutory, including but not limited to any implied warranties of fitness for purpose, non-infringement or satisfactory quality related to the Service or its results.

To the fullest extent permissible pursuant to applicable law, we shall not be liable to you for any direct, indirect, incidental, special or consequential damages, lost profits or interruption for business arising out of your access, use or inability to use the Service, or any errors or omissions in it, even if we have been advised of the possibility of such damages. In no event shall the total aggregate liability of Smartifik and its affiliates and the employees, officers or directors howsoever rising under or in connection with these Terms of the Service exceed fifteen (15) per cent of the total amount paid by you for the use of the Service during a six (6) month period preceding the damage.

### Force Majeure

We may delay the delivery or terminate the agreement or change the Service and shall not be liable for delay or damage due to reason beyond our control, which we could not have reasonably taken into account at the time of conclusion of the agreement or consequences of which we could not reasonably have avoided or overcome.

### Confidentiality

Parties shall (i) use and (ii) disclose confidential information of the other party to any third party only in accordance with and as allowed by these Terms. Each party shall protect and safeguard the confidential information of the other party at least in the same manner in which it protects its own equivalent confidential, and trade secret information, but in no event less than a reasonable degree of care.

### Assignment

You or any other users of the Service may not assign these Terms or the agreement with us in whole or in part without our prior written consent. We may assign these Terms and the agreement with you to a third party. Any failure of a party to enforce any provision of these Terms or the agreement shall not be deemed a waiver of that or any other provision of these Terms or the agreement.

### Term and Termination

Unless otherwise indicated in writing, either party may terminate the agreement immediately at any time.

Smartifik may revise these Terms from time to time as described in the section "General Terms and Conditions" above. These Terms come into force when they have been published. These Terms shall apply to the Service as long as the Service is used and available.

Smartifik may terminate these Terms and the agreement with you immediately if (i) you or your property has been ordered to be released in bankruptcy or liquidation, or (ii) you breach these Terms and have not remedied such breach within thirty (30) days from the notice of such breach.

### Governing Law and Disputes

These Terms shall be governed by and construed in accordance with the substantive laws of Finland (with exception of its choice of law provisions). Any dispute, controversy or claim arising out of or relating to these Terms or the agreement between us or a breach, termination or invalidity hereof shall be settled by arbitration in accordance with the Arbitration Rules of the Finnish Central Chamber of Commerce. The arbitration shall be held in Oulu, Finland and the arbitration proceedings shall be conducted in Finnish. In case the other party is not a Finnish corporation, proceedings shall be conducted in English. The award shall be final and binding upon the parties and enforceable in any court of competent jurisdiction. Nothing in these Terms or the agreement shall be deemed to limit

the right to seek interim injunctive relief or to enforce an arbitration award in any court of law.

## SMARTIFIK LTD OY

### Privacy Policy

#### 1. Preamble

Smartifik Ltd Oy ("Smartifik" or "we") is committed to protecting the privacy of the visitors of Smartifik's website (including but not limited to the websites and mobile sites at the following uniform resource locators <http://www.smartifik.com> together with all related discussion forums, directories and databases) ("Site").

We have put in place policies and procedures to protect personal information we collect about you in order to comply with Data Protection legislation. This privacy policy explains why we collect information about you and what we do with it. If you do not agree with this privacy policy, please do not use this Site. By accessing and using this Site, you agree to the terms of this privacy policy.

#### 2. Why do we collect certain information about you?

We collect and process certain personal information about you and / or technical data and information related to your personal devices, accessories and related software and their use in order to:

- register you for certain services available on the Site;
- enable you to use certain services available on the Site;
- conduct research and development;
- provide you with news alerts or information about Smartifik;
- market and promote our services or, at your consent, the services of selected third parties to you;
- enhance or improve your experience of our Site by collecting details of your visit to our websites using cookies and standard weblogs;
- administer the Site.

#### 3. How long do we retain your information?

Smartifik will not keep your personal information for longer than necessary for the provision of certain services or allowed by law.

#### 4. Use of cookies

The use of cookies is common and many websites use them. A cookie is a small data storage program, which is stored by your computer's web browser on your hard drive. Each time your web browser requests a page from our web server a message is sent back to your computer. The message enables the websites to speed up and simplify the logging on/purchasing process, record your activities and personalize the website for your use. Any information collected by cookies may be used to personalize the services available from the Site to you. Smartifik will only use cookies to view information on your computer that was put there by a cookie from our website. The Help menu on the menu bar of most browsers will tell you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookie and how to disable cookies altogether. If you choose to disable cookies, your access to our website may be limited.

#### 5. Accessing and amending your personal information

You may request a copy of all your personal information held by us by contacting Smartifik in writing at Kirkkokatu 27 A 44, FI-90100 Oulu, Finland. Smartifik will charge a € 20 administration fee for providing the copies.

Smartifik will amend any incorrect personal information held by us. Smartifik will remove your personal information from our records within 30 days of receiving your notification to do so, subject to any legal requirements to retain such information. Please notify Smartifik, if you believe your personal information held by us is incorrect or you wish to remove your personal information from our records.

Where you have registered you may be required to create an online profile. You will be able to access and edit the information on your profile page through the applicable website. You will also be able to change the consents you have given us through the opt-in process.

#### 6. Disclosure to Third Parties

At your consent, Smartifik may share your information with other selected third parties so they may contact you. We will also display certain details about you as a participant of the Site.

Smartifik may also provide sales, traffic and demographic statistics and other related information to third parties.

We reserve the right to access and disclose to third parties your personal information where necessary to comply with applicable laws and lawful authority requests, to safeguard the proper operation of our systems and to protect ourselves or in order to apply our terms of use.

#### 7. Consent/opt-ins

If you submit personal information through our website and tick the opt-in boxes set out on the relevant page, you then give consent to the use of the personal information by Smartifik for the purposes described.

#### 8. Transfer of personal information outside the European Economic Area ("EEA")

Smartifik will not transfer your personal information outside the EEA with the exception of transfer of information to Smartifik personnel or Smartifik legal entities outside the EEA, and/or (where you have given us your consent to do so) selected third parties, in relation to the provision of the services available from our websites.

#### 9. Protection of personal information

Smartifik uses up to date industry procedures to secure your personal information held by us from unauthorized access, use, disclosure or loss. Smartifik may also protect the security of your personal information during transmission using Secure Sockets Layer ("SSL") or other encryption software.

#### 10. Minors

Services provided by Smartifik are not directed for "Minors" (as determined by applicable laws of your domicile) and we do not specifically collect personal information about Minors. Unless permitted by applicable law, Smartifik requests that Minors do not engage in any legal acts (purchases or any other acts) without the consent of a parent or legal guardian. We recommend that parents actively monitor their children's use of the Internet and our website.

#### 11. Third party websites

This privacy policy only applies to our website. Our website may contain links to third party websites. Please note that Smartifik is not responsible for the privacy practices of other websites. We recommend that you check the privacy policy of any other websites you may visit through our websites.

#### 12. Changes to our Privacy Policy

Smartifik may amend this privacy policy from time to time. If we make any changes we will post them on our websites, so that you will always be aware of the way we use your personal information.