

1. SKED TERMS OF SERVICE

1.1 Welcome to the Online Services provided by SKED.

1.2 By ticking in the *I agree* box or pressing the *I accept* button when creating Your SKED account or your SKED account, You agree to enter into a binding agreement with SKED and You accept that Your access to and use of the Online Services or any part thereof is subject to these Terms of Service.

1.3 For the purposes of these Terms of Service:

"Content" means all data and information made available by Users on the Online Service, including, without limitation, discussion board posts, user manuals and other documentation, pictures, videos and other audiovisual materials, and software.

"SKED account" and "SKED account" mean the online account or accounts created for Your use within the Online Service.

"Online Service" means the online, Web-based application and platform services made available via the websites registered to SKED.

"SKED" means SKED having its principal place of business at [ADDRESS], Finland, and its affiliates.

"Terms of Service" means these terms of service which form the entire agreement between SKED and You regarding the use of the Online Service.

"Users" mean any users of the Online Service.

"You" means the individual accessing or using the Online Service or the company or other legal entity on behalf of which such individual is accessing or using the Online Service, as applicable.

1.4 SKED may modify these Terms of Service from time to time. You must accept such modified Terms of Service prior to continuing use of the Online Service.

1.5 Your use of the Online Service is also subject to (i) the SKED Privacy Policy and (ii) the applicable use policies and guidelines published and made available in the relevant Online Services from time to time by SKED, each incorporated herein by reference. You can review the current versions of the SKED by clicking the HELP Icon. By using the Online Service, you agree that SKED is entitled to process, store, and transfer Your personal information in accordance with the SKED Privacy Policy.

2 YOUR ACCOUNT AND USE OF THE ONLINE SERVICE

- 2.1 You may access Your SKED account and SKED account through Your user ID and password ("Credentials"). Your Credentials are solely for Your own use. You are responsible for maintaining the confidentiality of Your Credentials and You remain fully liable for any access and use of Your SKED or SKED account with Your Credentials, whether You have authorized such access or use or not. It is Your responsibility to take adequate precautions in respect of Your Credentials, and to immediately notify SKED of any loss or unauthorized disclosure or use of Your Credentials.
- 2.2 Access and use of the Online Service and the Content made available by the Users in the Online Service, whether through Your SKED or SKED account or otherwise, shall be subject to these Terms of Service, including viewing, posting and responding to communications, and uploading and downloading of Content. You shall comply with applicable laws and regulations, including, but not limited to those relating to export control when using Your SKED or SKED account and the Online Service.
- 2.3 You understand that SKED may use and process Your personal information associated with Your account as set forth in the SKED Privacy Policy.

3 CONTENT, INTELLECTUAL PROPERTY AND LICENSE TO USE THE ONLINE SERVICE

- 3.1 You, or a third party represented by You, as applicable, retain ownership of all intellectual property rights to Content that You submit to the Online Service, subject to the rights granted to pursuant to section 3.3 below. Access to and sharing of Your Content and Your information remains at all times in Your control as enabled by the Online Service from time to time.
- 3.2 By submitting Content to the Online Service, You represent and warrant that (i) You are entitled to do so and grant licenses to such Content as set forth in these Terms of Service; (ii) submission of such Content does not infringe the intellectual property rights of any third party; and (iii) Content does not contain viruses or other harmful material; and (iv) Your disclosure of Content does not violate any obligations of confidentiality that You may have towards SKED or any third party.
- 3.3 You grant SKED a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, sub licensable and transferable license to use, reproduce, create derivative works of, distribute, modify, publicly perform and publicly display Your Content for the purpose of making available, displaying, distributing and promoting the Online Service, and for the purpose of further development of the Online Service and other SKED software products and related services.
- 3.4 You understand that submitting Your Content to the Online Service is voluntary, and may expose Your Content to public display in a non-confidential manner. You grant SKED and any Users of the Online Service a perpetual, irrevocable, worldwide, royalty-free license to view Your Content and use such Content as enabled from time to time by the Online Service and as permitted by these Terms of Service. You understand that such licence to Your Content will survive the termination or cancellation of Your SKED account, SKED account and Your use of the Online Service for any reason.
- 3.5 No compensation will be due to You or any third party for any use of Your Content in accordance with these Terms of Service, whether such use is intentional or inadvertent.

- 3.6 You hereby irrevocably release and forever discharge SKED from any and all actions, causes of actions, claims, damages, liabilities and demands, whether absolute or contingent and of any nature whatsoever, which You now have or hereafter may have against SKED or its successors and assigns with respect to Your Content and any use of Your Content in accordance with these Terms of Service.
- 3.7 You do not have the right to use, reproduce, create derivative works of, distribute, publicly perform and publicly display Content submitted by other Users, except as permitted by these Terms of Service or the owner of such Content.
- 3.8 You may not copy any personal data from nor use any personal data made available in the Online Service, except for use that may be specifically permitted in the Online Service, for example by Users subscribing to Your Content.
- 3.9 You may not remove or alter any branding, logos or copyright notices in any Content available in the Online Service
- 3.10 Any and all intellectual property rights in the Online Service, including any software, graphics, user interfaces and audio visual content, shall remain vested in SKED and third party licensors of SKED. The Online Service is protected by copyright law and international treaties.
- 3.11 SKED grants You a non-exclusive, revocable and limited right to use the Online Service and Content solely in accordance with these Terms of Service and additional terms applicable to such Content, if any, for Your internal business or personal use. You understand that use of the Online Service may be subject to a separate charge as notified by SKED from time to time. Except as otherwise permitted by these Terms of Service, You do not have the right to modify, adapt, translate, or reverse engineer any portion of the Online Service or any Content available on the Online Service and You do not have the right to index or aggregate any portion of the Online Service (whether manually or by means of a robot, spider, or other device). Nothing in these Terms of Service will be construed as granting You any proprietary rights in the Online Service or any Content available on the Online Service or to any invention or any patent, copyright, trademark or other intellectual property right that has been issued, or that may issue to the Online Service or any Content available on the Online Service.

4 CODE OF CONDUCT

- 4.1 SKED has the right, but not the obligation, to remove or block Content from the Online Service that SKED determines, in its sole discretion, to be in violation of these Terms of Service, unlawful, offensive, threatening, libellous, defamatory, obscene or otherwise objectionable, or that violates intellectual property rights of SKED or any third party, or that is detrimental to the quality of the Online Service. SKED also has the right, but not the obligation, to limit or revoke the SKED account or SKED account of any User submitting such Content or engaging in such behavior.
- 4.2 You may not use Online Service to display, store, process or transmit, or permit use of SKED Online Service to display, store, process or transmit:
 - a. Material that infringes or misappropriates a third party's intellectual property or proprietary rights;
 - b. Material that violates a third party's privacy rights;
 - c. Material that violates applicable law;
 - d. Excessively profane material;
 - e. Hate-related or violent material;

- f. Material advocating racial or ethnic intolerance;
- g. Material intended to advocate or advance computer hacking or cracking;
- h. Illegal software;
- i. Malicious code, such as viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; or
- j. Other material that violates or encourages conduct that would violate any criminal laws, any other applicable laws, or any third party rights.

4.3 You may not, and may not allow any third party, to use Online Service to:

- a. Generate or facilitate unsolicited commercial email (spam). Such prohibited activity includes, but is not limited to:
 - i. sending email in violation of any applicable anti-spam law;
 - ii. imitating or impersonating another person or his, her or its email address or creating false accounts for the purpose of sending spam;
 - iii. mining or harvesting any web property (including any Online Services) to find email addresses or other user account information;
 - iv. sending unauthorized mail via open, third-party servers; and
 - v. sending email to users who have requested to be removed from a mailing list;
- b. Send, upload, distribute or disseminate, or offer to do the same with respect to, unlawful, defamatory, harassing, abusive, fraudulent, infringing, obscene, or otherwise objectionable material;
- c. Intentionally distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature;
- d. Conduct or forward pyramid schemes and the like;
 - I. Engage in phishing;
 - II. Transmit material that may be harmful to minors;
 - III. Impersonate another person (via the use of an email address or otherwise) or otherwise misrepresent themselves or the source of any email;
 - IV. Use Online Service to violate the rights (such as rights of privacy or publicity) of others;
 - V. Promote or encourage illegal activity;
 - VI. Interfere with other users' enjoyment of Online Service;
 - VII. Use Online Service in connection with illegal peer-to-peer file sharing;
 - VIII. Use Online Service to engage in or promote gambling, or run a gambling operation;
 - IX. Use Online Service to sell, distribute or export prescription drugs or other controlled substances;
 - X. Use Online Service to sell, distribute or promote drug paraphernalia;
 - XI. Use Online Service to access any other service or website in a manner that violates the terms of use of or access to such service or website.

4.4 You understand that SKED is not able and has no obligation to preview or control any Content submitted to the Online Service by Users, and that SKED cannot guarantee the accuracy, integrity or quality of any Content. You agree that any use of Content by You, whether by way of downloading from the Online Service or otherwise, is at your sole risk, and under no circumstances will SKED assume any liability for any Content, or any loss or damage of any kind incurred as a result of Your use of any Content.

- 4.5 If You would like to report Content that is unlawful, offensive or otherwise objectionable, breaches these Terms of Service or the SKED Community Guidelines, or Content that You believe violates Your, or a third party's copyright or other intellectual property rights, You may use the flagging feature by clicking the *HELP ICON* and choose send message.
- 4.6 SKED will use reasonable efforts to respond to infringement notices submitted to the aforementioned address, and to take such measures as SKED in its sole discretion considers appropriate to remove any infringing Content and to discontinue and prevent any infringement.
- 4.7 SKED has the right to capture all error and failure reports and use that information to improve the solution and the user experience.

5 CANCELLATION AND TERMINATION

- 5.1 SKED, in its sole discretion, may suspend or terminate Your SKED account or SKED account, and remove and discard any Content submitted by You to the Online Service with or without prior notice, if You breach these Terms of Service or the Community Guidelines, or due to lack of use of Your SKED account. Termination of Your account will automatically terminate Your agreement concerning the Online Service.
- 5.2 SKED, in its sole discretion and at any time, may discontinue the Online Service, or any part thereof, with or without notice. Consequently, You may also terminate Your use of the Online Service and Your SKED or SKED account at any time by sending a notice to [\[admin@skedglobal.com\]](mailto:admin@skedglobal.com).
- 5.3 Following termination of Your SKED or SKED Account for any reason, You will no longer have access to Your SKED account or SKED account, and Your information and Content in Your SKED account, SKED account and in the Online Service may be deleted by SKED. Notwithstanding the foregoing, SKED will use reasonable endeavours to delete or disable Your Content upon written request from You. Taking back-up copies of Your Content is your sole responsibility, and under no circumstances will SKED have any liability for any information or Content that is deleted, lost or corrupted in connection with the Online Service or cancellation or termination of Your SKED Account.

6 GENERAL TERMS

- 6.1 These Terms of Service will remain in full force and effect during Your use of the Online Service. Any provision of these Terms of Service that by implication is intended to continue in force after discontinuation or termination of Your use of the Online Service (including without limitation Your grant of license to Your Content) will survive such discontinuation or termination for any reason.
- 6.2 You will defend, indemnify and hold SKED, its affiliates and their respective employees and principals harmless from and against any claim, liability (including settlements and judgments) or expenses (including reasonable attorneys' fees, expenses and court costs) arising out of any claim or demand made by any third party relating to (i) Your use of the Online Service, (ii) a claim that Your use of the Online Service infringes the intellectual property rights of any third party, or (iii) any breach of these Terms of Service or the Community Guidelines.

6.3 SUBJECT TO MANDATORY PROVISIONS OF APPLICABLE LAW, THE ONLINE SERVICE IS PROVIDED "AS IS", WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY CONCERNING THE ONLINE SERVICE, OR THE ACCURACY OR COMPLETENESS OF INFORMATION, CONTENT, MATERIALS, OR PRODUCTS CONTAINED OR MADE AVAILABLE IN THE ONLINE SERVICE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, OR WARRANTIES OTHERWISE IMPLIED BY STATUTE OR USAGE OF TRADE. IN PARTICULAR, SKED DOES NOT WARRANT THAT THE ONLINE SERVICE WILL BE AVAILABLE AT ANY TIME OR FROM ANY PARTICULAR LOCATION, WILL BE SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE ONLINE SERVICE IS FREE OF VIRUSES OR OTHER POTENTIALLY HARMFUL COMPONENTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM SKED OR THE ONLINE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF SERVICE.

6.4 TO THE GREATEST EXTENT PERMITTED BY THE APPLICABLE LAW, SKED DISCLAIMS LIABILITY IN RESPECT OF ANY LOSS OF REVENUE, LOSS OF PROFIT, LOSS OF PRODUCTION, LOSS OF DATA OR LOSS OF USE, AND ANY TYPE OF DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL LOSS AND DAMAGES, WHETHER IN AN ACTION FOR OR ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY OR STRICT LIABILITY, AND WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OR WAS AWARE OF THE POSSIBILITY, EXISTENCE OR NATURE OF SUCH DAMAGES.

AS SOME JURISDICTIONS MAY NOT ALLOW EXCLUSION OF CERTAIN WARRANTIES OR LIMITATION OF LIABILITY, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. IN THIS CASE SKED'S TOTAL AGGREGATE LIABILITY FOR ANY DAMAGES AND EXPENSES ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE AND THE ONLINE SERVICE IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW, OR TO FIFTY EUROS (50 €), WHICHEVER IS LOWER.

6.5 The conditions, validity and performance of these Terms of Service shall be governed by and construed in accordance with the laws of Finland without regard to conflict of law principles. Any dispute arising from or related to these Terms of Service shall be submitted to the exclusive jurisdiction of a court of competent jurisdiction in Finland.

6.6 Notwithstanding the foregoing, nothing in these Terms of Service shall operate to limit Your rights as a consumer under the mandatory provisions of the applicable law.

6.7 If any provision of these Terms of Service shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any other provisions of these Terms of Service and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

6.8 The Online Service, or parts thereof may be subject to embargo and export control restrictions. You agree to comply with all applicable embargo and export control laws and regulations and in particular those of the United States and European Union, in force from time to time.