

MOVAX INFORMATION MANAGEMENT SYSTEM

TERMS OF USE

valid from 1.1.2020

IMPORTANT NOTICE: PLEASE READ THESE TERMS OF USE ("Terms") CONCERNING MOVAX INFORMATION MANAGEMENT SYSTEM CAREFULLY. These Terms forms a binding legal agreement between You as an individual or an entity ("YOU") and Movax Oy (Business ID: 1031917-0), a company organized and existing under the laws of Finland, having its registered domicile and address at Tölkimäentie 10, 13130 Hämeenlinna, Finland ("MOVAX").

By using all or any portion of Movax Information Management System ("MIMS"), You agree that these Terms are legally binding and form a valid agreement. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE MIMS.

1 SCOPE OF USE

Subject to payment of possibly applicable fees and compliance with these Terms, MOVAX grants;

(i) YOU, if YOU are an end-user of Movax Oy's products, a personal, non-exclusive, non-sublicensable, non-transferrable, limited right to use MiMS, and the data it includes, for internal business purposes; or

(ii) YOU, if YOU are a distributor of Movax Oy, a personal, non-exclusive, non-sublicensable, non-transferrable, limited right to use MiMS, and the data it includes, only for fulfilling Your contractual obligations towards the end-users of Movax's products, which obligations shall relate to MOVAX's products.

2 RESTRICTIONS

YOU understand and agree, that YOU shall only use MiMS in a manner that complies with any and all applicable laws in the jurisdiction in which You use MIMS. YOUR use shall always be in accordance with applicable restrictions concerning personal data and intellectual property rights.

YOU shall have no rights, unless expressly otherwise stipulated in the applicable mandatory legislation, to (i) copy MIMS, (ii) use MIMS in any manner to provide access to MIMS to any third party; or (iii) give YOUR username or password to any third party.

All rights not expressly granted in these Terms, are reserved by MOVAX.

3 INTELLECTUAL PROPERTY RIGHTS AND USE OF DATA

All copyrights, trademarks and all other intellectual property rights, interest and title in and to MIMS, at all times belong exclusively to MOVAX and/or its licensors. These Terms do not grant YOU any intellectual property rights in MIMS.

MIMS data collection process is made for collecting/transferring and reporting important data from the MOVAX product's usage and piling work, which data is automatically transferred to MiMS. MOVAX SHALL HAVE ALL INTELLECTUAL PROPERTY RIGHTS AND FULL OWNERSHIP OF THE DATA THAT IS STORED IN MIMS. FOR CLARIFICATION, MOVAX IS ENTITLED, INTER ALIA, TO USE THE DATA FOR ITS INTERNAL PURPOSES, AND TO DISTRIBUTE SUCH DATA TO THIRD PARTIES IN SUCH FORM THAT THE THIRD PARTY CANNOT LINK THE DATA TO A SPECIFIC END-USER. REGARDLESS OF THE AFOREMENTIONED, MOVAX IS ENTITLED TO SHARE THE DATA WITH ITS DISTRIBUTORS, IN A WAY THAT IT IS POSSIBLE TO LINK THE DATA TO A SPECIFIC END-USER, SO THAT THE DISTRIBUTORS MAY EFFICIENTLY FULFIL THEIR OBLIGATIONS TOWARDS THE END-USERS OF MOVAX'S PRODUCTS.

THE DATA STORED IN MIMS SHALL NOT INCLUDE ANY PERSONAL DATA AND NO PERSONAL DATA SHALL BE SUBMITTED TO MOVAX IN THE MIMS. Should MOVAX receive any personal data for processing from YOU, MOVAX undertakes to comply with all relevant data protection legislation. YOUR username for MiMS shall not primarily include any personal data, such as personal e-mail address. HOWEVER, IF YOUR USERNAME WOULD INCLUDE PERSONAL DATA, YOU ACKNOWLEDGE AND BY USING MIMS CONSENT TO MOVAX'S PRIVACY POLICY REGARDING MiMS AND AMENDED FROM TIME TO TIME. Furthermore, if other personal data is processed in MIMS as regards to which MOVAX would be a processor, MOVAX will comply with all terms referred to in Article 28 of the EU General Data Protection Regulation, and MOVAX and YOU shall conclude a separate data protection agreement.

4 TERM AND TERMINATION

These Terms will terminate automatically without notice and with immediate effect, if YOU fail to comply with any terms and conditions of these Terms.

Either YOU or MOVAX has the right, in its sole discretion and without any reason to terminate these Terms subject to one (1) month's prior notice to the other party. Upon termination of these Terms, YOU shall cease to use MIMS.

5 NO WARRANTY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MIMS, AND THE DATA IT INCLUDES, IS PROVIDED ON AN "AS IS" BASIS AND MOVAX HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MOVAX WILL NOT GIVE ANY WARRANTIES THAT MiMS, OR THE DATA IT INCLUDES, WOULD BE ERROR-FREE.

6 LIMITATION OF LIABILITY

IN NO EVENT SHALL MOVAX, ITS EMPLOYEES, OR ITS POSSIBLE LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, REGARDLESS OF HOW THESE WERE CAUSED AND WHETHER ARISING UNDER CONTRACT, TORT, NEGLIGENCE, OR ANY OTHER AREA OF LAW OR FROM LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE MIMS OR THE DATA THAT IT INCLUDES, EVEN IF MOVAX OR ITS POSSIBLE LICENSORS ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOUR JURISDICTION DOES NOT ALLOW SUCH EXCLUSION OF LIABILITY, THE FOREGOING DOES NOT APPLY TO YOU. HOWEVER, IN NO EVENT SHALL THE LIABILITY OF MOVAX EXCEED ONE THOUSAND (1000) EUROS.

7 MISCELLANEOUS

Transfer. YOU may not transfer the rights or obligations created through these Terms without the prior written consent of MOVAX. MOVAX has the right to transfer these Terms.

Modifications. MOVAX may modify these Terms with notice to YOU either in email or by publishing notice on its website. In the event MOVAX modifies these Terms, YOU may terminate these Terms and cease use MIMS.

Severability. If any part of these Terms is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such part will be severed from the remainder of these Terms, which will continue to be valid and enforceable to the fullest extent permitted by applicable law. The invalid or unenforceable part or provision shall be replaced with a provision which accomplishes, to the extent possible, the original business purpose of such part or provision in a valid and enforceable manner.

Governing Law and Dispute Resolution. These Terms shall be governed and construed in accordance with the substantive laws of Finland, excluding its choice of law provisions. Any dispute, controversy or claim arising out of or relating to these Terms, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The arbitration procedures shall be conducted in Helsinki, Finland, in the English language.

