

Rejlers Finland – Accelerated Operations Software Service - Terms of Service

Last updated on 18 February 2021

Scope of these Terms of Service and Acceptance

These Terms of Service (“Terms”) govern your, and the company’s Rejlers has entered into an agreement (incl. these Terms) for the use of the Service, (“You”) use of Rejlers’ Accelerated Operations software service (“Service”) made available to You by Rejlers Finland Oy, Finnish Business Identity Code 0765069-8, with registered office at Graanintie 5, 50190 Mikkeli, Finland (“Rejlers”).

By accessing the Service, You accept and undertake to be bound by these Terms of Service. If You do not accept these Terms of Service, do not use the Service.

The terms and conditions related to privacy and protection of Your personal information are governed by Rejlers Finland Oy’s Privacy Policy provided in the Service (“Privacy Policy”).

Your Access to the Service

Subject to payment of applicable fees and Your acceptance of and compliance with these Terms of Service, Rejlers grants You a limited, non-exclusive, non-transferable, revocable, limited license to use the Service as specified in these Terms for the time period separately agreed upon between You and Rejlers.

Except as specifically allowed pursuant to these Terms of Service, You are not entitled to use, copy, store, modify, transfer, distribute or otherwise make publicly available Your account, Your credentials, 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 Rejlers from time to time.

You may not:

- A) use the Service against these Terms, or other related documentation;
- B) modify, adapt, translate, rent, lease, resell, distribute, or create derivative works based on the Service and/or related files (including but not limited to databases, news, descriptions, and any other Rejlers’ content) or any part thereof;
- C) decompile, reverse engineer, disassemble, or otherwise reduce the Service and/or related files (including but not limited to databases, news, descriptions, and communications between applications) to any human-perceivable form (except to the limited extent permitted under mandatory copyright legislation) as the Service contains or may contain trade secrets of Rejlers and its licensors;
- D) use documentation for any other purpose than to support your use of the Service;
- E) in any event use the Service for the following purposes:
 - i. Harvesting or distributing any private information, copyrighted content, or trade secrets that you do not have rights to harvest or distribute;
 - ii. Distributing content that is unlawful, libellous, pornographic, abusive, harassing, threatening, or that contains content or code with destructive features;
 - iii. Accessing or distributing child pornography or bestiality;
 - iv. Spamming, malware, botnets, phishing, denial-of-service attacks, illegal hacking, unauthorized port scanning, or unauthorized access;

- v. Violating applicable laws;
- vi. Other invasive or fraudulent purposes, or uses that may interfere with the operation of the Software or other users' ability to use the Service.

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 to 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 Rejlers. You are responsible for actions taken by using Your User ID until You have informed Rejlers of the loss of the password and Rejlers has had a reasonable time to prevent the use of the Service with the User ID.

Rejlers reserves the right to terminate or restrict Your access to the Service without prior notice if You violate these Terms or if You abuse the Service. Rejlers 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 Rejlers' data security or privacy, or if Rejlers receives a notice that Your password has gotten into the hands of a third party.

Rejlers may terminate Your access to and use of the Services if, under appropriate circumstances, you are determined to be a repeat infringer of the copyrights or other intellectual property rights of Rejlers or third parties. In the case of such termination, Rejlers has no obligation to provide a refund of any amounts previously paid to Rejlers by You.

No devices or connections necessary for the use of the Service are provided subject to these Terms. You are responsible for purchasing, maintaining and updating such devices and connections (including data security) and for any costs related thereto.

Admin Rights

In the event that you have been granted administrative rights to the Service, and are therefore able to grant further access rights to your or your partners employees ("Third Parties"), you are allowed to do so only to the extent required for the internal purpose that the Service has been licensed to you. You are fully liable for such Third Parties, and their actions are deemed to be those of Yours.

You are expressly prohibited to sell or otherwise commercially distribute the Service or any access rights thereto.

Intellectual Property Rights

Rejlers (or its licensors) owns all rights, title and interest in and to the Service, including any copyright, patent, trademark, design right, trade secret and any other intellectual property rights. You do not receive any ownership rights by using the Service.

All rights, title and interest in and to the material uploaded to the Service by You will continue to be owned by You and/or third parties. By uploading the said material to the Service, You warrant i) that You are either the legitimate owner of such material and any intellectual property rights thereto or have the legitimate right given by the third party owner to upload such protected material to the Service and ii) grant Rejlers a limited, non-exclusive and royalty-free right to use the material in connection with the Service and its provision.

The right to use Your name and trademarks as a public reference for the Service shall be agreed upon separately in writing.

Links to Third Party Sites

The Service may contain links (both textual and graphic) to websites which are owned or operated by third parties ("Third Party Sites"). Rejlers is not be responsible for the content or for products or services offered by third parties. Further, the content on Third Party Sites may be subject to separate terms of use and/or privacy policies, the contents of which Rejlers recommends You to review.

Provision of the Service

Rejlers 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 operating environment or other devices, You must make such changes at Your own expense. Rejlers will notify, reasonably in advance You of any substantial changes that materially affect the use of the Service.

You are informed and hereby accept that all or part of the Service may be temporarily unavailable or non-operational for repairs, upgrades, maintenance, or for reasons beyond Rejlers' reasonable control. Rejlers, its affiliates and licensors shall not be held liable for the consequences of such interruptions and shall undertake to restore the availability and operation of the Service as rapidly as reasonably possible, depending on the technical constraints encountered.

Rejlers may at any time, at its discretion, and with thirty (30) days' prior written notice, terminate the Service. In the event of such termination, any paid fees for future use will be returned to You. All 360 photos active in the Service at the time of termination will within reasonable time be delivered to You on a USB flash drive. Rejlers will not deliver any data or inactive photos to you, and it is your own responsibility to secure back ups of such information and material before the effective date of the termination.

Amendments and Termination

Rejlers may from time to time amend these Terms. Rejlers will notify you of any substantial changes to the Terms. Your continued use of or access to the Service following the posting of any changes to these Terms constitutes acceptance of those changes. Rejlers may also, in the future, offer new features and/or services through the Service (including the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of these Terms of Service, and/or the terms and conditions of third parties in case those new features are offered by such third parties.

If, at any time, any provision hereof is or becomes unlawful, invalid or unenforceable in any respect under the law of any jurisdiction, the legality, validity and enforceability of the remaining provisions will not in any way be affected or impaired thereby. An invalid provision is replaced with a valid one which achieves the original purpose and commercial goal of the invalid provision to the extent possible.

Limitations of Liability

IN NO EVENT AND UNDER NO LEGAL THEORY, INCLUDING BUT NOT LIMITED TO TORT OR CONTRACT, SHALL REJLERS, ITS EMPLOYEES, OR OFFICERS, ITS LICENSORS, ITS DISTRIBUTORS, OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES, INCLUDING

BUT NOT LIMITED TO LOSS OF REVENUE OR PROFIT, LOST OR DAMAGED DATA OR FILES, DEVICE OR APPLICATION NON-PERFORMANCE, FAILURE OR MALFUNCTION, OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICE, RELATED DOCUMENTATION OR THIRD-PARTY SERVICES, EVEN IF REJLERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

REJLERS', ITS LICENSORS' AND ITS DISTRIBUTORS' MAXIMUM AGGREGATE LIABILITY TO YOU FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY YOU FOR THE SERVICE. IN CASE OF DAMAGE RESULTING FROM A FAILURE OF THE SERVICE LEADING TO LOSS, CORRUPTION, UNAUTHORIZED DISCLOSURE, OR EXTENDED UNAVAILABILITY OF THE CONTENT, THE LIABILITY SHALL BE EXPRESSLY LIMITED TO THE AMOUNT PAID FOR YOUR LICENSE TO THE SERVICE FOR TWELVE MONTHS IMMEDIATELY PRECEDING SUCH FAILURE.

Indemnification

You shall indemnify, defend and hold harmless Rejlers and its affiliates (collectively the "Indemnitees") against (i) any and all costs, charges, claims, damages, liabilities incurred, and/or proceedings taken against any of the Indemnitees due to your unlawful conduct, violation of rights of third parties, and/or a breach of these Terms (ii) without limitation outside legal counsel and consultants fees resulting thereof; and/or (ii) any damage that you may cause through your use of the Service.

Rejlers agrees to defend You from any third party claims that the use of the Service in accordance with these Terms infringes any patent rights or copyrights of any third party and to compensate the damages awarded as a result of such claim in a binding judgment or other proceedings, unless such claim arose as a result of material uploaded by You or any third party, provided that You promptly notify Rejlers of such claim in writing, tender to Rejlers the right to defend or settle the claim and provides reasonable assistance to Rejlers, at Rejlers' expense, in defending and settling the claim. If, as a result of any binding settlement among the parties or a final determination by a court of competent jurisdiction, any Service is held to infringe the copyright or patent rights of any third party and use of such Service is enjoined, or if Rejlers reasonably determines that the Service may become subject to a patent or copyright infringement claim, Rejlers shall have the option to (i) obtain the right for You to continue the use of the Service, (ii) replace or modify the Service so that it is no longer infringing, or (iii) upon thirty (30) days prior written notice to You, terminate Your right to use the Service. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS SECTION STATES REJLERS' ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY TYPE OF PROPRIETARY RIGHTS INFRINGEMENT.

Applicable Law and Dispute Resolution

Unless otherwise stated below, these Terms shall be governed under the laws of Finland without regard to conflict of laws, rules, and principles, and without regard to the United Nations Convention of Contracts for the International Sale of Goods. The courts of Helsinki, Finland shall have the exclusive jurisdiction and venue to adjudicate any dispute arising out of these Terms.

Further Information

Should You have any questions concerning these Terms please contact us at legal@rejlers.fi if you have any questions about our terms of service.