

FIBRES™ Terms of Use

ACCEPTANCE OF TERMS

IMPORTANT -- READ CAREFULLY: BY CREATING AN ACCOUNT OR BY UTILIZING THE FIBRES™ SERVICE YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

Welcome to the FIBRES™ service and website (collectively, the "**Service**"). Your use of the Service is subject to these Terms of Use and FIBRES™ Privacy Policy (collectively, the "**Terms of Service**"), and, in case of an organizational Account (multi-user Account subject to applicable fees), also to FIBRES™ Service Agreement duly signed between Necorpoint and the organization in question.

"**You**" refers to you as an individual user having access to an Account of the Service. The Account may be or may have been created for You only (one-user Account free of charge) or for an organization (multi-user Account subject to applicable fees) where You have been granted access as a user (either as an employee of such an organization or as an employee of another organization or as an individual to whom the organization chooses to grant access to its own Account of the Service). If You do not agree with the terms of these Terms of Service, do not use the Service. Necorpoint reserves the right to update and change the Terms of Service from time to time without notice or acceptance by You. The Terms of Service will also be applicable to the use of the Service on a trial basis. By using the Service, You signify Your irrevocable acceptance of the Terms of Service. The website and any downloadable software associated with the Service are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

1 Description of Service

- 1.1 FIBRES™ (also the "**Service**") is a software application for organizational strategic planning and management. It is a cloud-based application, i.e. enabled by a shared pool of third-party computing resources (such as networks, servers, and storage) connected to the Internet. FIBRES™ is owned and controlled by Necorpoint.
- 1.2 The Service may contain information, data, text, photographs, videos, audio clips, written posts and comments, et cetera, generated, provided, or otherwise made accessible on or through the Service either by You or other users of the Service (collectively, "**Content**").
- 1.3 Subject to these Terms of Service, Necorpoint grants to You a worldwide, non-exclusive, non-sublicensable and non-transferable right to use the Service.
- 1.4 Unless explicitly stated otherwise, any new features that augment or enhance or change the current Service, including the release of new features, tools, resources, and services, shall be subject to these Terms of Service.
- 1.5 In order to use the Service, You must obtain access to the internet and pay any service fees associated with such access. In addition, You must provide on your own account all equipment necessary to make such connection to the internet and to the Service.
- 1.6 You understand and agree that the Service may include certain communications from Necorpoint and its partners, such as service announcements, administrative messages, and possible promotional messages, etc., and that these communications are considered part of the Service and You will not be able to opt out of receiving them.
- 1.7 Necorpoint will provide the Service in accordance with these Terms of Service. Necorpoint may at its sole discretion develop and change the Service from time to time without prior notice.

2 Registration

- 2.1 In order to use the Service, You must register or be registered by Necorpoint or by a third party as a user. For registration, to the extent Necorpoint requires or requests You to provide Necorpoint with any information (such as Your name, address and email address), You agree to provide truthful and complete information and to keep that information updated.
- 2.2 You are responsible for maintaining the confidentiality of Your user credentials (including but not limited to user names and passwords), and You are fully responsible for all activities that occur under any Account via Your user credentials.
- 2.3 If You provide any information that is untrue, inaccurate, not current or incomplete, or Necorpoint has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Necorpoint has the right to suspend, restrict, or terminate Your access rights to any and all Accounts of the Service, and refuse any and all current or future use of the Service (or any portion thereof).
- 2.4 Necorpoint may, at its sole discretion, refuse to offer the Service to any person or entity and change its eligibility criteria at any time.

3 Proper Use

- 3.1 When using the Service You agree to:
 - comply with applicable laws, the Terms of Service, relevant guidelines as issued by Necorpoint and the organization in whose Account of the Service You have access to, and good manners;
 - not to submit unlawful or otherwise inappropriate Content, or data in any form that infringes copyrights and any other third party rights;
 - to obtain any consents, permissions or licenses that may be legally required for You to submit Content;
 - respect the privacy of others;
 - not distribute or post spam, unreasonably large files, chain letters, pyramid schemes, viruses or malware, as Necorpoint does not examine whether content uploaded is appropriate or free of viruses nor do we determine whether it is technically possible to examine it for viruses;
 - keep Your user credentials confidential, and, if they are lost or misused or if You suspect that they have been lost or misused, You must notify Necorpoint of this immediately via email at: support@fibresonline.com;
 - not use any technologies or initiate other activities that may harm the Service, any technology or any platforms connected to the Service, or the interests or property of Necorpoint or other FIBRES™ users;
 - not use any systems or automated systems or means to access, acquire, copy or monitor any part of the Service; and not to access or attempt to access the Service by any means other than through the interface provided by Necorpoint.
- 3.2 By uploading any Content to the Service, You agree that Necorpoint may store and display Your Content solely as necessary in connection with the Service. By default, and to the extent You do not specifically make such Content private, You choose to share any of Your Content with other users of the Service, and You agree to allow these users to view Your Content and, to the extent applicable, collaborate with You and Your Content.
- 3.3 You understand that all Content is the sole responsibility of the person from which such Content originated. This means that You, and not Necorpoint, are entirely responsible for all Content that You upload, post, transmit or otherwise make available via the Service.

- 3.4 You understand that by using the Service, You may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will Necorpoint be liable in any way for any Content other than created or delivered by Necorpoint. Without limiting the foregoing, Necorpoint and its designees shall have the right to remove any Content that violates the Terms of Use or is otherwise objectionable, or requested to be removed by authorized personnel of the organization owning the respective Account of the Service.
- 3.5 You agree that You must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, You acknowledge that You may not reasonably rely on any Content created by Necorpoint or submitted to FIBRES™.
- 3.6 You acknowledge and agree that Necorpoint may preserve Content and may also disclose Content if required to do so by law or to protect the rights, property, or personal safety of Necorpoint, users of the Service, and the public.
- 3.7 If Necorpoint discloses Content to comply with legal process or respond to claims that any Content violates the rights of third parties, to the extent permitted by law, regulation or legal process, Necorpoint agrees to provide You with prompt notice of any such legal or governmental demand and reasonably cooperate with You in any effort to seek a protective order or otherwise to contest such required disclosure.
- 3.8 You understand that the technical processing and transmission of the Service, including Your Content, may involve transmissions over various networks; and changes to conform and adapt to technical requirements of connecting networks or devices.
- 3.9 Should Content or usage patterns be found or reported to be in violation with these Terms of Use, it will be in Necorpoint's sole discretion as to what action should be taken.

4 Termination, Breach, Suspension, and Cancellation

- 4.1 Necorpoint may terminate, suspend or restrict Your access to the Service if Necorpoint believes that You have breached the Terms of Use or if Necorpoint for whatever reason is compelled to terminate, suspend or restrict the use of the Service. In such case, You accept and acknowledge that Necorpoint may terminate, suspend or restrict the use of the Service without any liability to You.
- 4.2 If Your Account of Service (one-user Account free of charge) shows no user activity over an extended period of time (currently three months, but subject to change), Necorpoint has the right to disable Your access to the Service, including disabling access to any and all Content in that Account. For a reasonable period of time (currently three months but subject to change) following such suspension, You may request re-enabling Your access to the same Account of the Service and/or the Content therein. In such event, Necorpoint will use reasonable efforts to do so. Should You not request such re-enablement or delivery of Content, Your Account and Content will be permanently deleted.
- 4.3 You may terminate Your Account of Service (one-user Account free of charge) at any time at your discretion. If You terminate such an Account and request that Necorpoint delete Your Content in Your Account of the Service, Necorpoint will make all reasonable efforts to do so.
- 4.4 In the event of suspension or termination by You or Necorpoint (one-user Account free of charge), Your Account will be disabled and You may not be granted access to Your Account or any Content in Your Account, and Necorpoint may delete Your Content, although residual copies of information may remain in our system for some time for backup purposes.

5 Intellectual Property Rights

- 5.1 You acknowledge and agree that Necorpoint and its licensors own all rights, title and interest, including any copyright, patent, design right, trademark, database right and any other intellectual property rights (whether registered or not, and wherever in the world those rights may exist) ("**Intellectual Property Rights**") in and to the Service. Except for Your limited right to use the Service in accordance with the Terms of Service, Necorpoint and its licensors reserve all rights, title and interest in and to the Service, including all Intellectual Property Rights pertaining to the Service.
- 5.2 The Service may include, or be accompanied with, certain third party software and materials licensed under open source license terms. You accept and acknowledge that Intellectual Property Rights to such software and materials belong to third parties. Rights and obligations relating to such software and materials, including warranties, the rights to use, modify and redistribute are governed by the terms and conditions of the each respective license terms.
- 5.3 Nothing in this Agreement (or any other terms and conditions referred to in this Agreement) grants You any right or license to use, in any manner whatsoever, any Necorpoint or its licensors' trade names, trademarks, service marks, logos, domain names or any other commercial designations or distinctive brand features.

6 Injunctive Relief

- 6.1 You acknowledge that any use of the Service contrary to the Terms of Service, or any transfer, sublicensing, copying or disclosure of technical information or materials related to the Service, may cause irreparable injury to Necorpoint, its affiliates, suppliers and any other party authorized by Necorpoint to resell, distribute, or promote the Service ("**Resellers**"), and under such circumstances Necorpoint, its affiliates, suppliers and Resellers will be entitled to equitable relief, without posting bond or other security, including, but not limited to, preliminary and permanent injunctive relief.

7 Indemnification

- 7.1 You agree to defend and indemnify Necorpoint, its directors, employees, subcontractors, partners and agents from and against all third party claims and all liabilities, assessments, losses, costs or damages resulting from or arising out of (i) Your breach of the Terms of Service, (ii) Your infringement or violation of any Intellectual Property Rights, other rights or privacy of a third party, (iii) misuse of the Service by a third party where the misuse was made possible by Your failure to take reasonable measures to protect Your subscription to the Service against misuse, or (iv) Your Content.

8 No Warranty and Limitation of Liability

- 8.1 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK AND THAT THE SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
- 8.2 YOUR USE OF THE SERVICE IS AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, OR OTHER DEVICE, OR LOSS OF CONTENT OR DATA THAT RESULTS FROM SUCH USE.
- 8.3 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NECORPOINT AND ITS LICENSORS FURTHER EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND REGARDING THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- 8.4 YOU EXPRESSLY UNDERSTAND AND AGREE THAT NECORPOINT AND ITS SUBSIDIARIES AND AFFILIATES SHALL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT INCLUDING NEGLIGENCE OR OTHERWISE) FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU THROUGH YOUR USE OF THE SERVICE, INCLUDING ANY LOSS OF DATA OR CONTENT, WHETHER OR NOT NECORPOINT OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. AS SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR LIMITATIONS OF LIABILITY, THE LIABILITY OF NECORPOINT IS IN SUCH CASE LIMITED TO THE GREATEST EXTENT PERMITTED BY MANDATORY LAW.

9 Other Terms

- 9.1 You agree that Necorpoint has no responsibility or liability for the failure to store or to transmit, any Content and other communications maintained by the Service. You acknowledge that Necorpoint may establish general practices and limits concerning use of the Service and may modify such practices and limits from time to time. Necorpoint retains the right to create limits on use and storage at its sole discretion at any time with or without notice.
- 9.2 Necorpoint reserves the right, at its sole discretion, to modify the Service, FIBRES™ Terms of Use and FIBRES™ Privacy Policy at any time with or without prior notice. It is Your responsibility to review the new Terms of Use and Privacy Policy available at FIBRES™ website from time to time. Your continued use of the Service constitutes Your consent to any changes or modifications in the Service, Terms of Use and Privacy Policy.
- 9.3 You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express permission by Necorpoint.

- 9.4 The Service may include links to third party sites (i.e. other sites than the Service) and services on the Internet that enable You to interact with sites or services that are owned and controlled by third parties and that are not part of the Service. You must review and agree to the terms and conditions of these sites and services before using these sites or services. You accept and acknowledge that Necorpoint has no control over the third party sites or services and assumes no responsibility for the services provided or material created or published on these third party sites or services. A link to a third party site does not imply that Necorpoint endorses the site or the products or services referenced in the site.
- 9.5 You represent and warrant that (a) all of the information provided by You to Necorpoint to participate in the Service is correct and current; and (b) You have all necessary right, power and authority to enter into these Terms of Service and to perform the acts required of You hereunder.
- 9.6 Any dispute, controversy or claim arising out of or relating to the Terms of Service, or the breach, termination or validity thereof, shall be primarily solved through negotiations. If resolution to the dispute through negotiations is not reached within 14 days from the start of the negotiations, the dispute shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Central Chamber of Commerce of Finland. The arbitration tribunal shall consist of one (1) arbitrator to be appointed by the said Committee. The award shall be final and binding and enforceable in any court of competent jurisdiction. The arbitration shall be held in Helsinki, Finland.

Either party, before or during any legal proceedings, may apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests pending completion of the legal proceedings.

Either party may file a suit for a claim based on undisputed receivables to the District Court of Helsinki.