

## Terms & Conditions

### Effective January 24, 2019

#### Use of this site

Your use of ProLocalis (ProLocalis Oy) or by using our site and app you signify your consent to be bound by these terms and conditions. If you do not agree with any part of the following terms and conditions you must not use ProLocalis (ProLocalis Oy) site or app. Also, by subscribing to any of services, you are deemed to have accepted these terms and conditions. If you register with this site, please read our privacy policy first.

#### Definitions

You agree that any use by You of Our site shall be in accordance with the following conditions:

- You will not post or transmit through Our site any defamatory, threatening, obscene, harmful, pornographic or otherwise illegal material or material which would violate or infringe in any way upon our rights or those of others (including intellectual property rights, rights of confidentiality, or rights of privacy) or cause distress or inconvenience. You must not express opinions that are vulgar, crude, sexist, racist, discriminatory, or otherwise offensive or in breach of a laws. Always treat other Users with respect.
- You will not post or otherwise make available on Our site any material which You do not own without the express prior written permission of the owner of the material.
- You will not copy, download, reproduce, republish, frame, broadcast, transmit in any manner whatsoever, or make available any material on any of Our site except as is strictly necessary for Your own personal non-commercial home use. If you wish to licence our material or use our material for a school project please [contact us](#).
- You will abide by the specific rules of any competition or promotion that You participate in on or via Our site.
- You will not do anything that affects the operability or security of the Our site or causes unreasonable inconvenience or offence or disruption to our staff or users.
- ProLocalis reserves the right to alter, edit, modify, remove or shut down all or part of the Our Website or its contents without further notice. If we plan to shut down any part of Our site we will put a notice on our front page, our social network accounts and inform all parts affected.

#### Registration

Access to certain areas of Our site is restricted to registered users, and permitted on the basis that:

- Your email address and password are personal to you and may not be used by anyone else to access Our site;
- You will not do anything which would assist anyone who is not a registered user to gain access to any restricted area of Our site;
- You do not create additional registration accounts for the purpose of abusing the functionality of Our site, or other users; nor do you seek to pass yourself off as another user.
- It is your responsibility to maintain the confidentiality of your password and you are responsible for all activity that occurs under your username and password. We will not be liable where your password is used by someone else.

## **Third Party Website**

- The Site contains links to third party Web sites, including those provided by sponsors. These links are provided solely as a convenience to you and not as an endorsement by ProLocalis (ProLocalis Oy). ProLocalis (ProLocalis Oy) is not responsible for the content of linked third party sites and does not make any representations regarding the content or accuracy of information contained on such third-party Web site. If you decide to access linked third-party Web site, you do so at your own risk.
- ProLocalis (ProLocalis Oy) generally welcomes hyper-linking to Our site from other appropriate Web sites, provided such links are to the site homepage (and no deeper within the Site) and provided ProLocalis (ProLocalis Oy) gives its consent to the establishment of such links. Notwithstanding the foregoing, ProLocalis (ProLocalis Oy) reserves the absolute right to refuse to consent to such links without giving reasons. Any links to Our site from another Web Site must be presented in such a manner that the viewing of Our site is not impaired by framing or similar techniques that may impair the visitor's user experience.

## **Intellectual Property**

- All copyright, trademarks and all other intellectual property rights of all material or content of ProLocalis as part of Our site, shall remain at all times vested by Us or Our licensors. You are not permitted to use this material or content unless expressly authorised in writing by Us or Our licensors. You will not assist or facilitate any third party to, copy, reproduce, transmit, distribute, frame, make available, commercially exploit or create derivative works of such material or content.
- If You become aware of any such distribution or commercial exploitation, you agree to notify Us immediately.
- You acknowledge that by posting or sending material or content to Our Site You grant to Us and Our licensors and assigns an irrevocable, perpetual, royalty free, worldwide licence to use the materials both within Our site and in any other manner. The licence extends to copying, distributing, broadcasting, and otherwise transmitting, and adapting and editing the materials.

## **Security**

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

## **Liability for and information provided on Our site**

- Material which is posted on any bulletin boards is written by Users and We are not responsible for and do not endorse such material. We reserve the right to monitor the contributions made and may respond to or comment upon communications made by You and edit, refuse to post, or remove any content from the bulletin boards in our absolute discretion. No failure to remove particular material constitutes an endorsement or acceptance of it by Us.
- We will not be held responsible or liable for the content, accuracy, timing or reliability of any information or statements contained within Our site, or for statements, advice and/or opinions made or given by Users on the bulletin boards. If You have any claim arising from the actions or statements of another User, You agree to pursue such a claim only against that User and not against Us.
- We will endeavour to provide Our site using all reasonable care. On occasions our site

may publish articles or features, which some site visitors may find offensive. ProLocalis does not intend to offend and suggests that site visitors who find the tone or content of the site offensive, no longer visit the site. No responsibility is taken for any offense caused. To the maximum extent permissible by law, ProLocalis disclaims all warranties in relation to the content of the ProLocalis (ProLocalis Oy) Site and makes no representation or warranty in respect of Our site or the material contained therein or its quality, accuracy or fitness for purpose. Further, ProLocalis (ProLocalis Oy) makes no representations that the material contained in Our site or any of the functions contained in Our site or its server will operate without interruption or delay or will be error free, free of viruses or bugs or is compatible with any other software or material.

- We will be liable for any fraudulent misrepresentations We make and for any death or personal injury caused by Our negligence. We will not be responsible or liable to You for any other loss or damage that You or any third party may suffer as a result of using or in connection with Your use of Our site.
- ProLocalis disclaims liability in connection with Your use or misuse of Our site to the maximum extent permissible by law.

## Privacy

- We shall comply with all applicable data protection legislation from time to time in place in respect of any personal information relating to You gathered by Us.
- You may be asked to input information about yourself on different pages of Our site. We will not use the information You provide to Us for any purpose other than as stated at each location where such information is requested.
- Please use the Contact form on Our site to notify Us of any changes to the information You have previously given or if You wish to withdraw Your consent to Our using Your User Information for the stated purposes or for any form of promotional contact.

## Termination

We reserve the right immediately to terminate Your use of Our site in circumstance including (but not limited to) where You or (if applicable) your officers, directors and employees, servants and agents breach or procure a breach these terms and conditions or otherwise engage in conduct which We determine in Our sole discretion to be unacceptable or harmful to ProLocalis or its users.

## Feedback

Should You wish to make any comments to Us about Our site or if You have any questions relating to the same please [contact us](#).

## General

- If any court or regulator decides that any provision of these terms and conditions is invalid or otherwise unenforceable, such provisions shall be severed and deleted from these terms and conditions and the remainder of these terms and conditions shall continue to have full force and effect.
- We reserve the right to change the terms and conditions upon the posting of any altered terms and conditions upon the "ProLocalis (ProLocalis Oy)".

**The above terms and conditions and Our site are governed by Finnish law.**

**Effective January 24, 2019**