
Nobicomms

Terms of Service and End User License Agreement

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1 ACCEPTANCE

This Agreement governs your use of Software and Services (as specified below) and defines Your and Nobicomms' rights and responsibilities with respect to the Service. The following terms of service and end user license agreement constitute an agreement ("Agreement") between You and Nobicomms Oy ("Nobicomms").

For purposes of this Agreement "Software" means all software programs distributed, published or otherwise made available by Nobicomms including, but not limited to mobile applications, downloadable/installable software applications for personal computer, and software applications accessed by means of a browser or other online communication method. Software also includes updates and upgrades as well as manual(s), electronic or on-line materials or documentation, and any and all copies of such software and its materials.

"Service" means all services made available by Nobicomms, including but not limited to services accessed through mobile applications, by means of a browser or by other online communication method.

Software and Services are collectively referred to as "Nobicomms Services".

THE SOFTWARE IS LICENSED, NOT SOLD. YOUR USE OF THE SOFTWARE (AS SPECIFIED BELOW) IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. BY INSTALLING, USING OR ACCESSING NOBICOMMS SERVICES OR ANY MATERIALS INCLUDED IN OR WITH NOBICOMMS SERVICES, YOU HEREBY ACCEPT THE TERMS OF THIS AGREEMENT.

If you do not accept the terms of this Agreement, do not install, use or access Nobicomms Services.

2 REGISTRATION

To use the Service you may need to register and create a Nobicomms account ("Account") with username and a password. You may need to provide certain personal and other information. Nobicomms may verify your email address before Account can be used.

If you wish to create a group for communication and collaboration within the Service and invite other Service users to join it, you need to provide a billing address and certain information about your organization.

You agree to provide truthful and complete information when you register for the Service and to keep that information updated. You must take due care to protect your username and password against misuse by others and promptly notify Nobicomms about any misuse. You are personally responsible for any use of the Service.

3 LICENSES

Nobicomms grants you a non-exclusive, non-transferable license and end user rights to access and use the Nobicomms Services strictly in accordance with the terms of this Agreement. Use of the Nobicomms Services does not grant you any intellectual property rights in or to any information or content in the Nobicomms Services. The rights granted herein are subject to your compliance with this Agreement.

You may not distribute, transfer the right to use, modify, translate, reproduce, resell, sublicense, rent, lease, reverse engineer, or otherwise attempt to discover the source code of or make derivative works of the Software.

The Software maybe subject to export controls under the U.S. Export Administration Regulations and other import or export control regulations. You agree to strictly comply with all applicable import and export regulations and acknowledge that you have the responsibility to obtain licenses to export, re-export, transfer, or import such Software.

4 USING NOBICOMMS SERVICES

The Service allows You to communicate and collaborate with other Service users within your organization (“Organization”) or within a specific group (“Team”) created in the Service. A Team may include Service users outside your Organization. You may be able to submit messages, information or content (“Material”) to the Service. You retain ownership of rights of the Material and your submission of Material does not transfer ownership of rights of the Material to Nobicomms. Nobicomms is only transmitting the Material and is not responsible for editorial control over it. By submitting Material to the Service you grant Nobicomms a world-wide, non-exclusive, sub-licensable, assignable, royalty-free, perpetual and irrevocable license to copy, store, use,

perform, display and distribute the Material to the extent necessary for Nobicomms to provide the Service and to analyze and improve the operation of the Service.

You may be able to download or access Material submitted or uploaded by other Service users ("Content") to the Service. The Content may be owned the submitting Service user and protected by intellectual property laws. The Content provider is solely responsible for any Content it provides, and Nobicomms is not a party to the transaction between you and the Content provider for such Content. Content may contain links to third party websites that are not owned or controlled by Nobicomms. By using the Service, you expressly acknowledge and agree that Nobicomms shall not be responsible for any damages, claims or other liability arising from or related to your use of any third-party website.

You agree to:

- Comply with applicable laws, the terms of this Agreement and good manners;
- Be responsible for the consequences related to the Material that you submit;
- Not submit unlawful, offensive, abusive, libelous or otherwise inappropriate Material;
- Obtain any consents, permission or licenses that may be legally required for you to submit any Material;
- Not distribute or post spam, unreasonably large files, chain letters, pyramid schemes, viruses;
- To use the Content in accordance with the restrictions set out in the applicable laws, additional terms, guidelines and policies that apply to that particular piece of the Content;
- Not use any other technologies or initiate other activities that may harm the Service, or the interest or property of the Service users; and
- Not to use any automated systems or means to access, acquire, copy or monitor any part of the Service.

Except as set forth in the Privacy Policy, Nobicomms is not responsible for any removal or loss of the Material that you have submitted to the Service. When the Material is removed from the Service by either you or Nobicomms, Nobicomms ensures to the best of its ability the removal from the places under its control, but traces or copies may still remain elsewhere.

Nobicomms employs a world's leading data management service provider and high quality backup processes to ensure the recovery of the Material in the event of failure. However, the recovery of the Material cannot be guaranteed for every event. If the Service is discontinued or cancelled, Nobicomms may permanently delete your data. Nobicomms has no obligation to return data to you after the Service is discontinued or cancelled.

In order to improve and maintain the Service, Nobicomms may but has no obligation to:

- Monitor or moderate any Content or Material;
- Remove any Material from the Service; and
- Restrict access to any part of the Service at any time in its sole discretion.

5 FEES

The use of the Service may be subject to charges. The Service may also include a free trial period. A Service user that has been invited to an Organization or a Team is not responsible for the charges related to the use of the Service within that group. The organization or the user creating an Organization to the Service and inviting other Service users to the Organization or to the Team ("Organization owner") is responsible for the possible charges related to the use of the Service within that group. Any fees charged by Nobicomms will be announced separately in connection with the Service.

6 ORDER AND PAYMENT TERMS

"Order" shall mean the subscription of a Service offered by Nobicomms and submission of payment method, or other similar confirmation of acceptance in the order flow. You agree that all Orders shall be legally valid and binding. All Orders are subject to acceptance by Nobicomms.

You authorize the Service to place a periodical charge during the period of the subscription. If your Order involves a trial period (also known as try-and-buy), you may be charged when the trial period expires, unless you cancel in accordance with the subscription/trial terms.

The prices in the Service may change from time to time. Prices include applicable taxes in effect at the time of your transaction, unless otherwise stated. Nobicomms assumes no responsibility for the payment of bank or any other third party service fees or charges.

7 AVAILABILITY AND TECHNICAL REQUIREMENTS

Nobicomms ensures to the best of its ability the availability of the Service by employing a world's leading cloud data service provider and high quality processes. However, the availability of the Service may vary and Nobicomms expressly disclaims any representation or warranty that Service will be available. The Service, operations and some features may also be dependent on the network, compatibility of the devices used and the content formats supported.

To access the Service, you may need to download a specific piece of software developed by Nobicomms or by another party.

Nobicomms may, in its sole discretion, change, correct or discontinue the Service in whole or in part. The Service may not be available during maintenance breaks and other times. To ensure you have the latest Nobicomms software and applications, your computer and other devices may automatically check for the availability of software updates from Nobicomms and those may be automatically installed. Notifications will be shown for all updates.

In order to protect the Service, Service users, application providers, or any other affected or potentially affected parties, Nobicomms may disable any Material or Content contained in your Service account and remove any Material or Content and/or disable copies of any application on your device.

8 PRIVACY POLICY

Nobicomms respects your privacy and take protecting it seriously. This privacy policy ("Privacy Policy") defines how, why and to which extent Nobicomms collects, stores and uses your personal information as a data controller in connection with and in order to provide and develop Nobicomms Services.

Nobicomms Services are governed by this Privacy Policy and by using or accessing a Service You give consent to the processing, use and disclosure of your data. Nobicomms reserves the right to modify this Privacy Policy. Your continued use of Services will signify your acceptance of the changes to this Privacy Policy. Please do not install or use the Services if you do not agree to this Privacy Policy.

For questions and information about Privacy Policy and data subject's rights, please contact us at [privacy\[at\]nobicomms.com](mailto:privacy[at]nobicomms.com) or alternatively at Nobicomms Oy, Nuottalahdentie 13 C 7, FI02230 Espoo, Finland.

How we collect Your personal information

Nobicomms may ask You to provide with information such as user names and passwords, name, email address and other contact information. Likely situations when you make personal data available to Nobicomms include, but are not limited to: (i) registration for Services; (ii) subscription for Services; (iii) requesting technical support; and (iv) otherwise through use of Nobicomms Services where personal data is required for use and/or participation. When You use Nobicomms Services details about your internet usage, your IP-address, access times, and other such information your browser provides us with is automatically collected by Nobicomms. The Services may use “cookies” and other such technologies to collect information.

How we use Your personal information

Nobicomms may use your personal information to provide you with the Services, to process your order or as otherwise may be necessary to perform the contract between you and Nobicomms, to ensure the functionality and security of the Services to identify You as well as to prevent and investigate fraud and other misuses.

Nobicomms may also store and process your personal information to analyze and improve the operation of the Service. However, for the most part only aggregate and statistical information is used for such purposes.

Nobicomms may use your personal information to personalize Nobicomms offering and to provide you with more relevant services, for example, to make recommendations and to display customized content and advertising in our services. This may include displaying Nobicomms and third party content. Nobicomms may use your personal data for direct marketing or research purposes.

Nobicomms does not sell, lease, rent or otherwise disclose your personal information to third parties unless otherwise stated below.

Nobicomms may share your personal information with other companies or authorized third parties who process personal information for Nobicomms providing services including billing services, customer service, managing and analyzing consumer data, credit checks, conducting market research and managing marketing and other such campaigns. These authorized third parties are not permitted to use your personal information for any other purposes. We require them to act consistently with this Policy and to use appropriate security measures to protect your personal information.

Transfer of Your personal information countries outside the EU and the EEA

Nobicomms Services may be provided using resources and servers located in various countries around the world. Therefore Nobicomms may store and/or transfer your personal information to its affiliates and partners in and outside of EU/EEA member states in accordance with mandatory legislation and this Privacy Policy and only if the country in question guarantees an adequate level of data protection. In such cases Nobicomms takes necessary steps to ensure that there is a legal basis for such a transfer and that adequate protection for your personal information is provided as required by applicable law

How we protect and maintain Your personal information

Nobicomms follows generally accepted industry standards and maintains reasonable safeguards to attempt to ensure the security, integrity and privacy of the information in Nobicomms' possession. Nobicomms takes reasonable steps to keep the personal information accurate and to delete incorrect or unnecessary personal information. Nobicomms Service may allow you to manage your profile, Nobicomms encourage you to access your personal data from time to time to ensure that it is correct. Please remember that in case of any changes it is your responsibility to update the personal data you have provided with.

9 FEEDBACK

Nobicomms values and respects all feedback provided by the Service users. By submitting any feedback to the Nobicomms you hereby grant the Nobicomms worldwide, irrevocable, perpetual,

non-exclusive, royalty-free and assignable license to use, reproduce and have reproduced, modify and have modified, publicly perform and publicly display the feedback and distribute reproduced and modified copies thereof. Nobicomms may also incorporate the feedback or any concepts described in it in its products without accountability or liability.

10 LIMITATION OF LIABILITY

The Service is provided on “AS IS” and “AS AVAILABLE” basis. Nobicomms does not warrant that the Service will be uninterrupted or error-free. To the maximum extent permitted by applicable law, the Nobicomms expressly disclaims any warranty for the Nobicomms Services. No warranty of any kind, either express or implied, including but not limited to warranties of title, non-infringement, merchantability, or fitness for a particular purpose, is made in relation to the availability, accuracy, reliability, information or content of the Service.

To the maximum extent permitted by applicable law, Nobicomms is not liable for any direct damages caused by your use or inability to use the Service. In no case will Nobicomms be liable for any indirect, incidental, punitive or consequential damages resulting from your use or inability to use the Service.

11 INDEMNIFICATION

You agree to defend and indemnify Nobicomms 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 this Agreement, (ii) your infringement or violation of any intellectual property rights, other rights or privacy of a third party, or (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 username and password against misuse.

12 TERMINATION

You may terminate your registration if you no longer wish to use the Service. After termination, you will no longer have access to the Service. Nobicomms may terminate your registration or restrict

your access to certain parts of the Service if Nobicomms reasonably believes that you have breached the terms of this Agreement or with prior notice if you have not signed into the Service with your username in the past six (6) months.

13 VALIDITY

The Agreement neither exclude nor limit any of your mandatory rights in your country of residence that cannot by law be waived. If a provision of the Agreement is found to be invalid, the remaining provisions will not be affected and the invalid provision will be replaced with a valid provision that comes closest to the result and purpose of the Agreement. In the event one or more provisions of the Agreement are not relevant to your use of the Service, it shall not impact the validity or enforceability of any other provision of the Agreement or the Agreement as a whole. The provisions of the terms of this Agreement that are intended to survive termination of your registration remain valid after termination.

14 CHANGES IN TERMS

Nobicomms may modify the terms of the Agreement at any time without prior notice. You are responsible for regularly reviewing the Terms. If the terms are changed in a material, adverse way, Nobicomms will provide a separate notice advising of the change in connection with the Service.

15 INTELLECTUAL PROPERTY

The Service, the design of the Service along with Nobicomms created text, scripts, graphics, interactive features and the like, and Software are protected under international copyright laws. Nobicomms claims copyrights in the Service, its design and Software to the maximum extent of the law. Subject to the terms of this Agreement, Nobicomms retains all right, title and interest in the Service, its design, the Software and in all other Nobicomms products, software and other properties provided to you or used by you through the Service.

16 ASSIGNMENT

Nobicomms may assign its rights and obligations under this Agreement to its corporate parent, its subsidiaries, or to any company under common control with Nobicomms. Additionally, Nobicomms may assign its rights and obligations under this Agreement to a third party in connection with a merger, acquisition, sale of assets, by operation of law or otherwise.

17 ENTIRE AGREEMENT

Unless otherwise expressly agreed in writing, this Agreement constitutes the sole and exclusive agreement between you and Nobicomms with regard to the Nobicomms Services, and supersedes all prior agreements, whether oral or written, and other communications between the parties relating to the subject matter set forth herein.

18 GOVERNING LAW AND FORUM

This Agreement will be governed by the laws of Finland without reference to its choice of law rules. The United Nations Convention for the International Sale of Goods shall not apply.

All disputes arising from or relating to this Agreement shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one and the arbitration procedure shall take place in Helsinki, Finland in the English language.

If the parties expressly agree in writing before a dispute settlement process is initiated, a specific and imminent dispute may be settled at your domicile's competent courts. The request must be presented to the other party before any formal form of initiation of dispute settlement procedure.