

Terms of Use

These General Terms of Use (“**Terms of Use**”) of Positive Learning Oy, Business ID 2891546-4, (“**Service Provider**” or “**we**”) apply to our digital services such as, but not limited to, the SaaS application for identifying strengths and teaching wide-ranging skills, electronic databases, webstore, digital services related to various training and events, electronically delivered training and other materials, and online training (“**Services**”). In addition to these Terms of Use, the Service Provider's privacy policy (“**Privacy Policy**”) and other applicable terms of the Service Provider referenced or incorporated in these Terms of Use apply to the Services.

BEFORE REGISTERING FOR THE SERVICE OR USING THE SERVICE, THE USER MUST ACCEPT THESE TERMS OF USE AND PRIVACY POLICY. BY USING OR SIGNING UP TO THE SERVICE, THE USER UNDERSTANDS AND AGREES TO BE LEGALLY BOUND BY THE TERMS OF USE AND IF THE USER DO NOT AGREE THE TERMS OF USE, THE USER DOES NOT HAVE RIGHT TO LOG IN, PROCEED OR OTHERWISE USE THE SERVICE. CERTAIN SERVICES OR PARTS OF SERVICE MAY CONTAIN SPECIAL CONDITIONS APPLICABLE TO OR IN ADDITION TO THE TERMS OF USE. THE TERMS APPLICABLE TO EACH SERVICE ARE AVAILABLE FROM THE WEBSITE RELATED TO THE SERVICE AND ARE PRIORITY TO THESE TERMS OF USE IN THE ORDER OF APPLICATION.

We reserve the right at any time to make changes, modifications, or to add or remove parts of these Terms of Use, the Privacy Policy, and other relevant terms and conditions by publishing the amended terms on the Service. The amendments will not be applied retroactively and will not take effect until fourteen (14) days after their publication. By continuing to use the Service, the User is deemed to have accepted such changes. If the User does not accept the current Terms of Use, Privacy Policy and referenced terms, the use of the Service is prohibited.

The right to use the Service can also be based on an agreement between our organizational customers. If you have not acquired or obtained access to our Service directly from us but, for example, from your employer or educational institution, the agreement between the organization and us shall prevail.

SERVICES

The content of the Services is described in more detail on the relevant website related to the Service.

The Service Provider has the right to continuously change and develop the Services and add or remove functions or features as well as suspend or terminate the Service or any part thereof in whole or in part.

The Service Provider owns all rights to the Services. The User may not copy or use the Services or the material contained therein for purposes other than those described in these Terms of Use. The User is not entitled to automatically and / or commercially transmit, copy or publish information obtained through the Service.

The User has no right to copy or make available to the public a work or other content of the Service available through the Service to a greater extent than the license allows in these Terms of Use. The User also does not have the right to collect parts of the Service and form their own bundle of services or data set.

ACCESS RIGHT

The Service Provider grants the User a non-exclusive, non-transferable, non-sublicensable, revocable and limited right to use the Service for the User's own use in accordance with these Terms of Use. The User may not use the Service for any other purpose.

If the User is under 13 years of age, the child's guardian must read these Terms of Use and the Privacy Policy and give permission to use the Service before the child uses the Service.

USER ACCOUNT AND LOGIN INFORMATION

The User may be required to register an account to use the Services (the “**User Account**”) and to choose a

personal username and password for his or her User Account (the “**User Credentials**”). The User may not share User Account or credentials, give anyone else access to the User Account, or do anything else that could compromise the security of the User Account. If the User has reason to suspect that the security of the User Account is at risk (for example, loss, theft or unauthorized disclosure of the User Credentials), the User must immediately notify the Service Provider and change the password. At the written request of the Service Provider, the User is also obliged to change the password, if this is necessary, for example, due to a security threat to the Services.

The User is responsible for securing the User Credentials. The User is responsible for the use of the Services, including purchases, with the User Credentials, regardless of whether the User has authorized such use or not.

USER-GENERATED CONTENT

The User is solely responsible for the content stored or otherwise transferred by the User to the Service (“**User-Generated Content**”). The User ensures that he or she has the copyright and other rights to use and disclose the material in the manner mentioned in these Terms of Use. The User is responsible for ensuring that the User-Generated Content published on the Service by himself / herself is not in violation of the laws or good manners, nor of the Service Provider's possible service-specific instructions and rules, or in any way offensive or demeaning.

It is the responsibility of the User who created a group to maintain and manage such group and the content created in the group. If the User managing the group detects another user's violation of the Terms of Use, the User is obliged to report the content in question for the moderator to review.

The User grants the Service Provider and its subcontractors the right to forward, process, use and transfer the User-Generated Content in order to provide the Services or to comply with the law or the regulations of the authorities. To the extent that the User-Generated Content contains personal data, the Privacy Policy applies to the processing of the Service Provider's data.

The Service Provider reserves the right to remove any User-Generated Content from the Service at its sole discretion.

ACCESS RESTRICTIONS

The Service may not be used in violation of these Terms of Use or the Privacy Policy. By using the Service, the User agrees not to:

- Use the Service in any other way or for a purpose other than that expressly permitted in these Terms of Use, Privacy Policy or other applicable terms;
- attempt to find out the source code behind any program or other intangible assets used on the Service, or otherwise attempt to obtain information about the Service using means not expressly approved by the Service Provider;
- interfere with, overload or assist in interfering with or overloading the Service;
- use, publish, distribute or forward material that infringes the rights of other persons or entities, is unlawful, demeaning, obscene, or otherwise offensive, or that promotes offensive behaviour, or material that unlawfully promotes certain products or services;
- use material that contains viruses, trojans, worms, malware or may otherwise harm or adversely affect the Services or otherwise cause damage or other harm to the Service Provider or third parties.
- use the Service to collect or store other users' personal data without the express permission of those users;
- use the Service to engage in illegal or fraudulent activity.

The User undertakes to protect and defend the Service Provider against all allegations, demands, claims for damages and losses, including reasonable legal fees demand by a third party due to the User's breach of the Terms of Use or the Privacy Policy.

RESTRICTION, CLOSURE AND TERMINATION OF USER ACCOUNT AND SERVICE

If the User uses the Service in violation of the Terms of Use, or the Service Provider has reason to suspect it, or the Service is exposed to a security threat, the Service Provider may decide to take measures that may result in the User Account, User-Generated Content, Services or parts thereof being restricted, deleted, closed, terminated, or to take any other action that is necessary to stop the violation of the Terms of Use.

The Service Provider reserves the right, if necessary, to discontinue providing and / or supporting the Service or any part of the Service at any time, in which case the User's right to use the Service or any part thereof will immediately cease to be valid. In such a situation, the Service Provider has no obligation to pay any compensation, compensation or other charges to Users who have used the discontinued Services.

The Service Provider also has the right to require the User to change or delete the content stored or published by the User on the Service, if the Services are used in violation of these Terms of Use.

You may terminate your User Account at any time and for any reason by notifying us that you wish to terminate your User Account.

As a result of the termination of the User Account, the User may no longer have access to the Service or any part thereof, including all content produced by the User or anyone else.

SERVICE AVAILABILITY AND INTERRUPTIONS

The Service is provided "*as is at any given time*" without warranty of any kind. The Service Provider does not warrant that (i) the Services will be available without interruption or disruption; (ii) all errors are corrected (iii) the User can use the Service at a time of his or her choice; or (iv) the Service does not contain viruses or other harmful components.

The User must notify the Service Provider as soon as possible of any disruptions, service interruptions or other defects in the Service.

The Service Provider has the right to suspend the provision of the Service if it is necessary due to installation, modification, maintenance or other repair of the Service, or for troubleshooting reasons, and the work cannot be reasonably performed without the interruption of the Service. In addition, the Service Provider has the right to suspend the provision of the Service on the basis of a security threat, an interruption of the public communications network, or by law or regulatory provision.

TERMS OF PAYMENT

Some of the Services may be subject to a fee, in which case the performance of the fee is a prerequisite for using the Service. The prices of the Services subject to a fee are determined by the Service Provider's price list in

force at the time (the “**Price List**”). The Service Provider has the right to change the prices of the Services subject to a fee from time to time by updating its Price List. Payments in accordance with the new Price List will take effect when the new Price List is published on the Service Provider's website. For services ordered while the old Price List was in force, the charging policy according to the old Price List will apply during the current subscription period.

In the event of a delay in payment, the Customer must pay default interest in accordance with the Interest Act (633/82) and compensation for the payment reminder. The payment term is 14 days net, unless otherwise stated in connection with the Services.

LIMITATIONS OF LIABILITY

The Service Provider is not responsible for the content produced by the users on the Service. The Service Provider does not guarantee the correctness or completeness of the material.

The Service Provider shall not be liable for any loss or damage resulting from possible contamination of the hardware, computer programs, data or other material owned by the User as a result of the use of the Services. Without limiting the foregoing, the Service Provider makes no warranty as to the security, reliability, availability, accuracy, quality, timeliness, usefulness, adequacy, sufficiency, completeness, or suitability of the Services and the information obtained therefrom. The Service Provider shall not be liable for the completeness, errors or omissions of any information, services or documents referenced in the Service or attached to the Service.

The Service Provider shall not be liable for any consequential damages, including loss of revenue or income, lost data or business disruption, or similar intangible losses, arising in or in any way related to the Service or its content. The Service Provider is also not responsible for any errors, omissions or delays in the information contained in the Service. In any case, the Service Provider's liability is limited to a maximum of one month's charge for the Service. If the User has not paid for the use of the Service during that period, the exclusive remedy is to terminate the use of the Service and terminate the User Account.

If, due to applicable law, the Service Provider is unable to limit its responsibilities or warranties as described herein, the Service Provider's liability is in any case limited to liability under mandatory legislation. Nothing in these Terms of Use restricts the statutory rights of the consumer.

APPLICABLE LAW AND DISPUTES

These Terms of Use are governed by the laws of Finland, excluding its rules on conflict of laws and principles. If the disagreement cannot be resolved through negotiations between the parties, any disputes will be resolved at first instance in the Helsinki District Court.

The consumer user may also take the dispute to the general lower court of his or her domicile and / or request a recommendation from the Consumer Disputes Board (Kuluttajariitalautakunta, Hämeentie 3 / PL 306, 00531 Helsinki). Before taking the matter to the Consumer Disputes Board, we recommend that the user contacts consumer advice.

OTHER TERMS

Force Majeure. The Service Provider shall not be liable for any delay or non-performance caused by force majeure. Force majeure is an event caused by a cause beyond the reasonable control of the Service Provider, including, but not limited to, natural disaster, war, terrorism, riot, embargo, fire, flood, accident, strike or lack of transport equipment and fuel, energy, reasons.

Severability. If any part of these Terms of Use or Privacy Policy is found to be illegal or unenforceable in whole or in part within the jurisdiction of a particular court, such provision shall be deemed invalid in that jurisdiction only in so far as it is unlawful or unenforceable and shall not affect the validity or enforceability of these Terms of Use or the Privacy Policy in other respects. In such case, these Terms of Use or Privacy Policy will remain in full force and effect in all other respects.

Assignment. The Service Provider may assign or transfer all or part of the rights and obligations related to these Terms of Use and / or the Privacy Policy to a third party without the User's consent. The User may not assign or transfer any of his or her rights or obligations under these Terms of Use. Any unauthorized transfer or assignment the User makes is void and of no effect.

Additional Terms. The Service Provider may publish other terms and conditions related to certain services of the Service Provider. In addition to these Terms of Use, the use of such services is subject to the additional terms and conditions in force at the time.

Entire Agreement. These Terms of Use, the Privacy Policy, any additional terms defined above, and all other documents expressly referred to in these Terms of Use constitute an agreement between the User and the Service Provider.

No Waiver. The Service Provider's failure to exercise or enforce any right under these Terms of Use for any reason shall not constitute a waiver thereof. The express waiver by the Service Provider of its right in relation to a particular right under these Terms of Use does not constitute a waiver in the future.

Notifications. We may send you information related to these Terms of Use or otherwise through the Service, via email or other contact information provided by the User. The User must send all notices based on these Terms of Use to our customer support, which contact information is provided on the website.

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