

LOOPER-IT OY

GENERAL TERMS AND CONDITIONS OF USE OF THE DRIVELOOPER SOFTWARE (the Service)

Last updated on 28.2.2014

We offer this Service, subject to the following terms and conditions (the **Agreement**). Please read this Agreement carefully before using this Service. By using this Service, you accept the terms and conditions set forth in this Agreement. If you do not agree to the terms and conditions set forth in this Agreement, you must not use this Service. As used in this Agreement, the terms “we” and “us” mean the company Looper-IT Oy as specified in Article 16 below.

You must be at least 18 years of age to use this Service. If you are not at least 18 years old, you must not access or use this Service.

1 Copyright Infringement Warning

Formal notice of copyright ownership appears on the Service. All rights reserved. Finnish and international copyright laws protect all images, text, programs, and other materials found in this Service (the **Service Materials**). Any commercial use of any of the Service Materials is prohibited without the express written consent of Looper-IT Oy. You agree not to change or delete any copyright, trademark, or other proprietary notices from materials displayed on or downloaded from this Service, and acknowledge that you do not acquire any ownership rights by using this Service or the Service Materials.

2 Registered Trademarks

We own registered service marks including, without limitation, "DriveLooper" "looperscore" "loopstore" and certain unregistered marks. Names, logos and other marks identifying our products or services are our or our business partners' proprietary marks, and are protected by Finnish and international trademark laws. All other trademarks and service marks used in this Service are the trademarks, service marks, or logos of their respective owners.

3 Privacy Policy

3.1 By using the Service you hereby expressly agree and give consent to the collection, processing, disclosure and provision of your personal and other information, which will be obtained by us with the legal relationship hereunder.

3.2 You give your express consent to Looper-IT Oy to share personal and other information with third parties engaged to assist us in providing services to you or to carry out one or more of the purposes of the Service. These service providers are prohibited from using your personal information for any purpose other than to provide this assistance and are required to protect personal information collected by them on behalf of us or disclosed to them by us and to comply with the general privacy principles described in this Agreement.

3.3 Looper-IT Oy also reserves the right to disclose and/or transfer personal or other information to a third party in the event of a proposed or actual purchase, sale (including a liquidation, realization, foreclosure or repossession), lease, merger, amalgamation or any other type of acquisition, disposal, transfer, conveyance or financing of all or any portion of Looper-IT Oy or of any of the business or assets or shares of Looper-IT Oy or a division thereof in order for you to continue to receive the same products and services from the third party.

3.4 You may withdraw consent at any time, subject to legal or contractual restrictions and reasonable notice. If you wish to withdraw your consent at any time, please contact us using the contact information provided in the Article 16 below. We will inform you of the implications of withdrawing consent.

3.5 We retain your personal and other information for as long as necessary to fulfil the purpose(s) for which it was collected and to comply with applicable laws, and your consent to such purposes(s) remains valid after termination of our relationship with you.

4 Registration

4.1 When and if you register to become a participant or member, you agree to (a) provide accurate, current, and complete information about yourself as prompted by our registration form (including your e-mail address), and (b) to maintain and update your information (including your e-mail address) to keep it accurate, current, and complete.

4.2 You acknowledge that, if any information provided by you is or becomes inaccurate, not current, or incomplete, we reserve the right to terminate your use of this website and related services.

4.3. As part of the registration process, you may be asked to select a password. You will be responsible for the confidentiality and use of your password and any club or program identification number and agree not to transfer or resell your use of or access to this Service to any third party. If you have reason to believe that your account with us is no longer secure, you must immediately notify us of the problem.

4.4 You are entirely responsible for maintaining the confidentiality of your password and any identification name or number, and you are entirely responsible for any and all activities (including reservations and purchases) that are conducted through your account.

5 Code of Conduct

5.1 While using this Service and/or the Service Materials, you agree not to

5.1.1 restrict or inhibit any other visitor from using this website, including, without limitation, by means of "hacking," "denial of service" attacks or defacing any portion of this Service;

5.1.2 use this Service or the Service Materials for any unlawful or unauthorized purpose;

5.1.3 express or imply that any statements you make are endorsed by us, without our prior written consent;

5.1.4 transmit (a) any content or information that is unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene, or otherwise objectionable, or infringes on our or any third party's intellectual property or other rights; (b) any material, non-public information about us or any third party without the authorization to do so; (c) any trade secret of ours or any third party; or (d) any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities, or other unsolicited commercial communication (except as otherwise expressly permitted by us);

5.1.5 modify, adapt, sub-license, translate, sell, transfer, reverse engineer, decompile, or disassemble any portion of this Service or the Service Materials;

5.1.6 "frame" or "mirror" any part of this Service without our prior written authorization;

5.1.7 tamper in any way with the software or functionality of this Service; or

5.1.8 permit others, including those whose accounts were terminated, to access this Service through your account, username or password.

5.2 While using this Service and/or the Service Materials, you agree to comply with all applicable laws, rules, and regulations.

6 Accuracy of Information

Although we strive to ensure the accuracy of the information found by this Service, neither we, nor our affiliates, licensees, suppliers, or agents, can be held responsible by you for the accuracy of such information. It is solely your responsibility to evaluate the accuracy, completeness, and usefulness of all information provided by this Service.

7 Disclaimers

7.1 We provide this Service, the Service materials, and any product or service obtained through or in connection with this Service on an "as is" and "as available" basis without representations or warranties of any kind, either express or implied.

7.2 To the fullest extent permissible pursuant to applicable law, we disclaim all warranties, express or implied, including, but not limited to, implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement.

7.3 We do not warrant that your use of this Service or the Service Materials will be uninterrupted, error-free, or secure, that defects will be corrected, or that this Service or related software are free of viruses or other harmful components.

7.4 Any material downloaded or otherwise obtained through the use of the Service is done at your own discretion and risk and that you will be solely responsible for any damage to your device or loss of data that results from the download of any such material.

7.5 You acknowledge that you are responsible for obtaining and maintaining all hardware and other equipment needed to access and use this Service, and all charges related thereto.

7.6 No opinion, advice, or statement of ours, whether made in this Service, in the Service Materials, or otherwise, shall create any warranty, unless otherwise expressly provided in a written, agreement with us to which you are a party with regard to a particular product or service.

7.7 YOUR USE OF THIS SERVICE IS ENTIRELY AT YOUR OWN RISK.

8 Limitation of Liability

8.1 As a condition of your use of this Service, you agree that neither we, nor any of our affiliates, licensees, suppliers, directors, officers, shareholders, employees, or agents, will be liable to you or any third party for any direct, indirect, incidental, special, exemplary, punitive, or other damages under any contract, negligence, strict liability, or other theory, or consequential loss of profits, loss of earnings, loss of business opportunities, lost data, interrupted communications, damages, expense, or costs resulting directly or indirectly from or otherwise arising in connection with

8.1.1 the use of this Service, including, but not limited to, damages resulting or arising from your reliance on this Service or any information or materials found by this Service or the mistakes, omissions, interruptions, errors, defects, delays in operation, transmissions, eavesdropping by third parties, or any failure of performance of this Service;

8.1.2 government restriction, strikes, war, any natural disaster or force majeure, power failures, large increases in on-line activity in a short period of time (usage spikes), viruses, catastrophic hardware failures, attacks on our servers, fires, earthquakes, floods, unusually severe weather, or any other condition beyond our reasonable control limiting, preventing or otherwise affecting either your access to or use of this service or service materials or our ability to provide products or services in connection with; or

8.1.3 loss of security of information you have provided in connection with your use of this Service, or interception of any such information by unauthorized third parties.

8.2 Your sole remedy for dissatisfaction with this Service and/or Service Materials contained within this Service is to stop using this Service and/or Service Materials, as applicable.

8.3 Some jurisdictions do not allow the exclusion of certain warranties or conditions or the limitation or exclusion of liability for loss or damage caused by negligence, breach of contract or breach of implied terms, or incidental or consequential damages. accordingly, only the limitations which are lawful in your jurisdiction will apply to you and our liability will be limited to the maximum extent permitted by law.

8.4 Nothing in these terms of use will: (a) limit or exclude our or your liability for death or personal injury resulting from negligence; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; (c) limit any of our or your liabilities in any way that is not permitted under applicable law; or (d) exclude any of our or your liabilities that may not be excluded under applicable law.

9 Indemnification

You hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including, without limitation, legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of this Agreement.

10 Availability of the Service

10.1 The Service is usually available 24 hours a day, 7 days a week. However, we retain the right to make this Service unavailable from time to time for any reason or no reason.

10.2 We shall not be liable for any damages arising from any interruption, suspension, or termination of this Service.

11 Void Where Prohibited

Those who choose to access and use this Service do so on their own initiative and at their own risk, and are responsible for compliance with their local laws, if and to the extent such local laws are applicable.

12 Governing Law and Dispute Resolution

12.1 This Agreement shall be governed by Finnish law.

12.2 You hereby agree that any disputes arising under or in connection with this Agreement, this Service, and/or the Service Materials shall be submitted for resolution to general courts of Finland.

13 Miscellaneous

13.1 We reserve the right to immediately terminate your access to and use of this Service or any portion thereof, or to eliminate any content, feature or service of this Service, at any time and for any reason, with or without cause.

13.2 A party's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right.

13.3 This constitutes the entire Agreement between you and us relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral Agreements between you and us regarding the same subject matter. Neither the course of conduct between you and us, nor trade practice shall act to modify any provision of this Agreement.

13.4 If any provision of this Agreement is held to be invalid or unenforceable, such determination shall not affect such provision in any other respect or any other provision of this Agreement, which shall remain in full force and effect.

13.5 This Agreement is not assignable, transferable or sublicensable by you except with our prior written consent.

14 Language of the Agreement

14.1 You represent that you have the ability to read and write in English and you have read and understood this Agreement.

14.2 If this Agreement is translated into a language other than English, the English version and interpretation shall govern and prevail.

15 Changes to the Agreement

15.1 Looper-IT Oy reserves right to make changes to this Agreement at any time. When these changes are made, Looper-IT Oy will publish the updated version of the Agreement on its website <http://www.drivelooper.com> and will make them available to you through the Service.

15.2 You understand and agree that if you use the Service after the date on which the Agreement has changed, Looper-IT Oy will treat your use as acceptance of the updated Agreement.

16 Company Information

Business name: Looper-IT Oy
Business ID: 2470870-8
Registered office: Oulu
Company type: Limited company
Postal address: Kangasrinne 12, 90240 Oulu, Finland
E-mail: info@looperit.fi