

Fliq Terms Of Service

The following terms and conditions (these “Terms of Service”) govern all use of the Fliq Services, including the Fliq websites, SaaS applications such as Fliq visual asset management, Fliq Asset and maintenance management, Fliq Lean production management, Fliq Fleet management and Fliq After sales management and Downloadable Products and all content, services, features, activities and products available at or through the Fliq Services.

This Agreement (the “Agreement” or “TOS”) is between Fliq Oy and the Customer as applicable. You are the “Customer” under this Agreement if you by clicking or tapping on a button indicating your acceptance of this Agreement, by executing a document that references this Agreement, or by using the Services. If you are an organization, the individual who agrees to this Agreement on your behalf must have the authority to bind you to this Agreement.

The Fliq Services are owned and operated by Fliq Oy (also referred to as “we”, “our” or “us”).

Please read these Terms of Service carefully, as they contain the legal terms and conditions that govern your use, subscription and access of the service.

1. FLIQ SERVICES

“Fliq Services” include our:

- Websites
- SaaS Products
- Downloadable Products

Availability. The Fliq Services is provided “as is” and “as available”.

Support Services. Fliq may need to access your account in order to deliver support and customer services.

Changes to Services.

Fliq continually changes and improves the Services. The Customer’s use of any new features and functionality added to the Services may be subject to additional or different terms relating to such new features and functionality. Fliq may alter or remove functionality from the Services at any time without prior notice. Fliq will inform the Customer of any additional or different terms as set out in Section 7.1.

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Suspension of Services.

Fliq may limit or suspend the Services from time to time at our discretion (for example, to perform scheduled maintenance). If Fliq limits or suspends the Services, we will endeavor to give the Customer reasonable advance notice. However, there may be some situations, such as security emergencies, where it may not be practicable for Fliq to give advance notice. Fliq will use commercially reasonable efforts to narrow the scope and duration of the suspension or limitation as is needed to resolve the issue that prompted such action.

2. CUSTOMER OBLIGATIONS

Valid contact information.

You must provide a valid contact details including name, email address, phone number and invoicing address for your account.

Illegal activity.

The customer is responsible to ensure that the Service is not used for any illegal or abusive purposes.

Account Security.

The Customer is responsible for maintaining the confidentiality of passwords and any other credentials used to access its Account.

The Customer will use commercially reasonable efforts to prevent unauthorized use of the Services and will terminate any unauthorized use of which it becomes aware.

The Customer, and not Fliq, is responsible for any activity occurring in its Account (other than Fliq's direct activity which is not performed in accordance with the Customer's instructions), whether or not authorized.

The Customer will notify Fliq promptly if the Customer becomes aware of any unauthorized access or any other breach of security to its account.

Privacy.

The Customer consents to the transfer, processing, and storage of information on the Customer and its employees including any personal data ("Customer Information") in accordance with this Agreement, including Fliq's "Privacy Policy". The Customer agrees with Fliq's Privacy Policy.

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Exploit.

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 written permission by Fliq.

3. PAYMENT AND BILLING

Customer information.

You must provide Fliq with accurate customer and billing information and keep this information up to date.

Billing.

By subscribing to the Fliq Services the customer gives Fliq the right to charge the submitted credit card, or bill the customer via other payment methods, for fees connected with the Fliq Service such as renewal fees or fees for extra services.

Billing cycle.

The Fliq Services are subscription based services. You pay in advance for each billing cycle on the first day of that cycle.

Extra service fees.

The Customer is responsible for all charges incurred related to your Fliq account, including any applicable taxes or extra service fees.

Trial period.

The first 30 days of a new account are free of charge and act as a free trial period.

Price Changes.

Fliq may change the fees charged for the Services at any time, provided that, for any fees billed on a subscription basis, the change will become effective only at the end of the then-current billing cycle of the Customer's subscription. Fliq will provide the Customer with reasonable prior written notice of any change in fees to give the Customer an opportunity to cancel auto-renewal on the Customer's subscription before the change becomes effective.

4. SUBSCRIPTION TO SERVICES

Subscribing to new services.

You can at any time subscribe to a new service inside the Fliq Account administration. The change to your account services will take effect immediately and apply to all future invoices.

Billing procedure for new subscriptions.

After a change in subscriptions you will be billed right away for the remaining time until the next billing cycle (the amount will be reduced with what you have already paid).

Removing subscriptions

In case you remove existing subscriptions or reduce the number of equipments within a subscribed service you won't be entitled to a refund from us for the current billing cycle. The charges due for the new subscription are effective from the next billing cycle.

Optional Features

Some Fliq services contain optional features which are billed outside of the normal billing cycle. Explanation of current optional features available at effective date of this Terms Of Service are explained below. Please contact info@fliq.fi should you wish to purchase these optional features and products.

The Fliq Tracking Product contains external components such as Remote Telemetry Units, which require installation and integration with customer's equipment. As circumstances vary at each customer's site this product offered as case by case basis.

5. CANCELLATION AND TERMINATION OF SERVICE

Cancellation.

You may at any time cancel your Fliq account via email or phone or inside the Fliq (Account Management) provided that any past invoices have been paid. Fliq reserves the right to discontinue the Service at any time after a 30-day notice via email.

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Termination.

In case of any breach of the Agreement by the Customer (including any late or non payment), Fliq may terminate this Agreement with immediate effect without any liability to the

6. CHANGES TO TERMS OF SERVICE

Changes to Terms Of Service.

Occasionally we may, in our sole discretion, make changes to these Terms of Service. We announce important changes to our Terms Of Service upon logging in to your Fliq account. The current Terms Of Service are always available in your Fliq Account Management. By continuing to use the Service after those changes are made, you are expressing and acknowledging your acceptance of the changes.

7. USE OF CUSTOMER'S NAME AND COMPANY NAME

Use of customer name. Fliq reserves the right to use your name and/or company name as a reference for marketing or promotional purposes on the Fliq websites and other communication with existing or potential Fliq customers. To decline Fliq this right you need to email support@fliq.fi stating that you do not wish to be used as a reference.

8. INTELLECTUAL PROPERTY

Ownership and Rights.

As between the parties, the Customer retains ownership of all intellectual property rights in the Customer Data and its trademarks, and Fliq retains ownership of all intellectual property rights in the Services.

Brand and Trademark.

Except as permitted by Fliq's brand and trademark use policies, this Agreement does not grant the Customer any right to use Fliq's trademarks or other brand elements.

9. SECURITY

Customer Data.

Fliq will store and process Customer Data in a manner consistent with industry security standards. Fliq has implemented technical, organizational, and administrative systems, policies, and procedures to help ensure the security, integrity, and confidentiality of Customer Data and to mitigate the risk of unauthorized access to or use of Customer Data.

Notification of Security Breach.

In the event of a security breach that may affect you or anyone using the service, we'll notify you of the breach and provide a description of what happened. The Customer is responsible to take immediate action on such notification, if necessary, in order to minimize the possible impact of the security breach.

10. CONFIDENTIALITY

Definition.

“Confidential Information” means information disclosed by a party to the other party in connection with the use of the Services that is marked as confidential or would reasonably be considered as confidential under the circumstances. Customer Data and Customer Information is the Customer's Confidential Information. Despite the foregoing, Confidential Information does not include information that:

is or becomes public through no fault of the recipient;
the recipient of the Confidential Information already lawfully knew;
was rightfully given to the recipient by a third party; or
was independently developed by the recipient without reference to the disclosing party's

Confidential Information.

Confidentiality. Each party will:

protect the other party's Confidential Information using commercially reasonable efforts; and not disclose the Confidential Information, except to affiliates, employees, contractors, agents, and professional advisors who need to know it and who have agreed in writing to keep it confidential. Each party (and any permitted recipient to whom a party has disclosed Confidential Information of the other party) may use Confidential Information only to exercise rights and fulfill its obligations under this Agreement. Nothing in this Agreement will prevent Fliq from using or disclosing the

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Customer's Confidential Information in any manner permitted by Fliq's privacy policy.

Compelled Disclosure.

Each party may disclose the other party's Confidential Information when required by law or legal process, but only after it, if permitted by law:

uses commercially reasonable efforts to notify the other party; and gives the other party the opportunity to challenge the requirement to disclose.

11. CONTRACTING ENTITY

Fliq. The Fliq Services are provided by Fliq Oy (company nr 2564365-1) and the references to "Fliq", "we", "us", and "our" are references to Fliq Oy, a Finnish company located at Wolffintie 36M10, 65200, Vaasa, Finland.

Assignment

The Customer will not delegate, subcontract, transfer or assign this Agreement or any of its rights or obligations, without the prior written consent.

12. OTHER TERMS

Entire Agreement.

This Agreement (including any documents incorporated herein by reference to a URL or otherwise), and any sales quote or other sales document prepared for the Customer by Fliq referencing this Agreement ("Sales Document") constitute the entire agreement between you and Fliq and they supersede any other prior or contemporaneous agreements, terms and conditions, written or oral concerning its subject matter. Any terms and conditions appearing on a purchase order or similar document issued by the Customer do not apply to the Services, do not override or form a part of this Agreement, and are void.

Precedence.

To the extent any conflict exists between them, any sales document provided by Fliq prevails over this Agreement, and this Agreement prevails over any additional terms with respect to the Services not approved by Fliq in writing.

Force Majeure.

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Neither Fliq nor the Customer will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster including flooding, act of war or terrorism, riot, governmental action, or internet disturbance) that was beyond the party's reasonable control.

Independent Contractors.

The relationship between Fliq and you is that of independent contractors, and not legal partners, employees, or agents of each other.

13. DISCLAIMER

Disclaimer.

Fliq gives no warranties regarding the correctness of the data collected with the Service or any potential corruption or loss of such data.

Third party.

Fliq may use third party vendors and hosting partners to provide the necessary hardware, software, networking, and related technology required to run the Service. Fliq is not responsible for any failures attributable to third parties.

14. WARRANTIES

Warranties.

Each party represents and warrants that:

it has full power and authority to enter into this Agreement; and
it will comply with all laws and regulations applicable to its provision or use of the Services, as applicable.

Embargoes.

The Customer represents and warrants that it is not barred by any applicable laws from being supplied with the Services. The Services may not be used in any country that is subject to an embargo by the United States, Australia or European Union applicable to the Services. The Customer will ensure that:

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it does not use the Services in violation of any export restriction or embargo by the United States, Australia or European Union; and it does not provide access to the Services to persons on the U.S. Department of Commerce's Denied Persons List or Entity List, or the U.S. Treasury Department's list of Specially Designated Nationals.

15. LIMITATION OF LIABILITY

Liability.

You expressly understand and agree that Fliq shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Fliq has been advised of the possibility of such damages), resulting from e.g. (but not limited to):

the use or the inability to use the Fliq service;
the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Fliq service;
unauthorized access to or alteration of your transmissions or data;
statements or conduct of any third party on the Fliq service; or
any other matter relating to the Fliq service.

Responsibility of decisions.

Any decisions or claims you make based on data from the Fliq Service are your sole responsibility. Fliq shall not be held liable for any such decisions or claims.

Damage and losses.

In no event shall Fliq's total liability to you for all damages, losses, and causes of action (whether in contract, tort (including, but not limited to, negligence), or otherwise) exceed the amount paid by you, if any, for using the Service during the 12 months preceding the event causing the loss.

16. INDEMNIFICATION

Indemnification.

You agree to indemnify, defend and hold harmless Fliq and its officers, directors, employees, consultants and agents from any and all third party claims, liability, damages and/or costs

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(including, but not limited to, attorney fees) arising from your use of the Fliq Service, your violation of the Terms Of Service or your infringement, or infringement by any other user of your account, any intellectual property or other right of any person or entity.

17. OTHER

Competent authority.

If any part of this Terms of Service would be determined by any competent authority to be invalid, unlawful or unenforceable, the remainder of the Terms of Service shall continue to be valid and enforceable to the fullest extent permitted by law.

Notices

Fliq may deliver notice to you under this Agreement by (a) means of electronic mail, (b) posting a notice on the Fliq Websites, (c) a communication to your Fliq account, or by (d) written communication delivered by mail to your address on record. Unless otherwise specified, any notices to Fliq must be sent to:

Fliq Oy
Wolffintie 36 M 10
65200 Vaasa
Finland
info@fliq.fi

18. DISPUTE

Governed law.

This contract shall be governed by the applicable laws of Finland where Fliq Oy has its domicile.

Dispute.

The District Court of Helsinki in Finland shall solve any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof. Notwithstanding this, Fliq will be entitled to enforce any infringement of Fliq's intellectual property and any non-payment of fees due to Fliq in the courts of any jurisdiction in which such infringement is occurring or in which the Customer is incorporated.