



VISIONAPPSTER DEVELOPER FORUM TERMS OF USE

These VisionAppster Developer Forum Terms of Use (“Terms”) shall be applied with respect to any use or participation of Developer Forum (“Forum”). These Terms form a binding legal agreement between you (“Registered User”) and VisionAppster, a company organized under the laws of Finland and registered in trade register of Finland, business identity code 2517706-4, having its offices Salvesenintie 6, 40420 Jyskä, Finland (“VisionAppster”).

1 IMPORTANT

The Forum is a proprietary product of VisionAppster and/or its licensors and suppliers and it is protected by copyright laws and international treaties. The limited right to use the Forum defined in these Terms is granted by VisionAppster, subject to Registered User strictly following these Terms and any other instructions that VisionAppster may have or provide.

By using the Forum the Registered User indicates that the Registered User accepts, understands and agrees to be bound by the terms and conditions of these Terms. If Registered User does not agree to all the terms and conditions contained herein, he / she must not use the Forum.

2 PURPOSE AND SCOPE

Registered User must create a user account and register to VisionAppster Forum user. Registered User is responsible for maintaining the confidentiality of his / her account and password and for restricting access to Registered User’s computer, and Registered User agrees to accept responsibility for all activities that occur under his / her account or password. Registered User must not create multiple user accounts.

Registered User acquires a limited license and VisionAppster grants a limited license to use the Forum in accordance with the terms and conditions set forth in these Terms for the sole purposes of online discussions about user experience related to VisionAppster-provided software and other related issues, as further set forth in Section 3.

3 USE OF LICENSE AND LIMITATIONS THEREOF

Upon terms and limitations hereof, VisionAppster grants to Registered User for personal, non-commercial use only a limited, non-exclusive, non-transferable right to use the Forum for the purposes of participating in online discussions, commenting on discussion topics, asking for technical advise, giving feedback to VisionAppster about user experience and for other similar purposes.

Registered User shall not:

- (i) Use Forum otherwise or for other purposes than expressly granted in these Terms or transfer any information in Forum to any other computer or platform without VisionAppster’s consent, nor assign or transfer any of its rights and obligations to the

Forum arising from these Terms to any third party without the prior written consent of VisionAppster;

- (ii) Distribute, rent, lease, loan, sublicense or resell the Forum or accompanying documentation or any part thereof nor the license or any copy of it;
- (iii) Post any content deemed by VisionAppster to be offensive, obscene, sexually explicit, vulgar, threatening, harassing, abusive, or violent; provide any hyperlink to any website containing such content; promote, solicit, or encourage any type of criminal activity; post content which supports or promotes hatred of any race, ethnicity, sex, gender, or religion; publish any sensitive information; infringe the intellectual property rights of any third party; post any defamatory or otherwise false information; post or transmit computer viruses or any other malicious software; post comments deemed to be trolling; or in any other ways use the Forum in a way contrary to good practice or otherwise against any applicable law;
- (iv) Reverse engineer, decompile, disassemble, re-engineer, or otherwise create or attempt to create or permit, allow, or assist others to create the source code of any software contained on Forum or VisionAppster website, or the Forum's structural framework;
- (v) Modify, enhance or in any other manner change the any software in Forum or create derivative works based on the software without the prior written consent of VisionAppster; or
- (vi) Remove, obliterate or otherwise alter VisionAppster's or third parties' proprietary rights notices.

4 INTELLECTUAL PROPERTY RIGHTS

VisionAppster or its suppliers retain all rights not expressly granted in these Terms, including without limitation the title and interest to and in the Forum and modifications, amendments, enhancements or upgrades thereof and the accompanied documentation and all intellectual and industrial property rights and other proprietary rights.

5 DATA LICENSE

Registered User grants VisionAppster a perpetual, irrevocable, fully-paid and royalty-free license to collect, access, process, transmit, store, copy, share, display, and use any data and information (including but not limited to feedback and comments) collected by VisionAppster or provided by Registered User in connection with VisionAppster VisionAppster's use of the Forum in order to provide, operate, develop, improve, and/or optimize any of VisionAppster's services, and otherwise as permitted by our Privacy Policy.

6 NO WARRANTY

VisionAppster assumes no responsibility to monitor Forum but may do so upon its sole discretion. Registered User posted content may be edited, modified, and/or removed from the Forum at any time without prior notice.

Forum and any material of this website is provided "as is" without warranty of any kind, either express or implied, including without limitation, the implied warranties of merchantability, satisfactory quality, fitness for a particular purpose or non-infringement of third party rights, or any accuracy of the content appearing in this Forum or website or any hyperlinked website. VisionAppster does not endorse the opinions expressed on the Forum. Registered User uses Forum and any accompanied material on its own risk and cost. VisionAppster is not responsible of the usage or its consequences. REGISTERED USER UNDERSTANDS THAT HE/SHE MUST EVALUATE AND BEAR ALL RISKS ASSOCIATED WITH REGISTERED USER'S USE OF THE FORUM OR ANY ACCOMPANIED MATERIAL OR DOCUMENTATION.

7 LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, in no event shall VisionAppster be liable for any special, direct, indirect or consequential damages whatsoever (including but not limited to, damages for loss of profits, revenues or data), arising out of or in any way related to the use of the Forum. Registered User agrees to defend, indemnify, and hold VisionAppster harmless from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with: (i) Registered User's access to or use of any of the Forum; or (ii) Registered User's violation of these Terms or any other agreement/license with VisionAppster. VisionAppster's maximum aggregate liability will be 15 % of the total amount of payments, if any, Registered User has paid to VisionAppster or 50 Euros, whichever is higher.

8 LICENSE PERIOD

This license shall automatically terminate if Registered User violates any of these Terms and may be terminated by VisionAppster at any time. Upon terminating Registered User's viewing of the materials available in Forum or upon the termination of this license, Registered User must destroy any downloaded materials in his / her possession whether in electronic or printed format.

9 APPLICABLE LAW

All claims arising out of or relating to these Rules will be governed by the laws of Finland, excluding its conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods will not apply.

Any dispute, controversy or claim arising out of or relating to these Terms, or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Arbitration Rules of Finland Chamber of Commerce. A dispute shall be resolved by three arbitrators. Notwithstanding the preceding sentences, claims for non-payment of monetary charges may be resolved in the district court of the respondent's place of domicile if the respondent does not contest its payment obligation.

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MISCELLANEOUS

VisionAppster shall not be liable to the other for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of Force Majeure. For purposes hereof, events of Force Majeure are events beyond the control of VisionAppster whose effects are not capable of being overcome without unreasonable expense and/or loss of time to VisionAppster. Events of Force Majeure shall include (without being limited to) war, acts of government, export regulations, acts of terrorism, natural disasters, fire and explosions.

If, at any time, any provision of these Terms is deemed by a court of competent jurisdiction to be illegal, invalid or unenforceable in any respect, the legality, validity or enforceability of the remaining provisions shall in no way be affected or impaired thereby. The invalid provision shall be replaced by a valid one which achieves to the extent possible the original purpose and commercial goal of the invalid provision. VisionAppster may update or alter these Terms subject to its sole discretion. New version of the Terms shall be available in the Forum.

A failure to exercise, or any delay in exercising, on the part of either party, any right or remedy hereunder shall neither operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.