



TERMS OF USE (Kronodoc Express)

By completing the user registration form (creating a user account) you agree to be bound by the following terms and conditions ("Terms of Use").

1 Definitions

1.1 "User" means the individual who registers a user account and gains access to the Services provided by Kronodoc.

1.2 "Workspace" means a single service with a defined set of subscription terms and limited group of Users who are authorized to access the service.

1.3 "Services" means the web services, all the User's Workspaces, associated software, and other services related thereto provided to the User by Kronodoc in accordance with this agreement and with the characteristics and features as described at www.kronodoc.com from time to time.

1.4 "Trial Service" means a Workspace or Service, which is provided free of charge or which is under development or evaluation and is marked "free", "demo", "trial" or "evaluation" (or a similar designation).

1.5 "Content" means all visual, written or audible data, information or material including, without limitation: documents, spreadsheets, text messages, form entries, web pages, and similar material, which are uploaded to, transferred through, publicly posted, processed or entered into the Services by the User.

1.6 "Web Site" means Kronodoc web site at www.kronodoc.com.

1.7 "Employer" means the legal entity entitled to ownership of the e-mail address used by the User upon registering and to which the User is associated through an employment relationship, consulting arrangement or similar circumstances. Employer shall not mean an Internet Service Provider (ISP) or similar provider even though such provider may be entitled to ownership of the e-mail address utilized by the User.

2 Services and License Grant

2.1 Subject to the terms and conditions of this agreement, Kronodoc hereby grants to the User a non-transferable, non-exclusive, non-sublicensable limited term right and license for the User to access and use the Services.

2.2 Kronodoc reserves the right to effect modifications to the design, operational method, technical specifications, systems, and other functions, etc. of the Services, at any time without prior notice.

2.3 The Services are normally available over the Internet around the clock. Kronodoc shall be entitled to take measures that affect the aforementioned accessibility where Kronodoc deems such to be necessary for technical, maintenance, operational, or security reasons. The User is also aware and acknowledges that the User's access to the Internet cannot be guaranteed and that Kronodoc shall not be liable for



TERMS OF USE (Kronodoc Express)

deficiencies in the User's own Internet connections, equipment or web browser software used to access the services.

2.4 The User may grant other individuals access to the User's Workspaces.

2.5 Kronodoc shall be entitled to retain subcontractors for the performance of obligations in accordance with this agreement. Kronodoc shall be liable for the subcontractors' work and services in the same manner as for its own work and services.

2.6 In the event the User enters into this agreement and creates a user account using an e-mail address belonging to an Employer, such user account may be or may later become subject to additional terms and conditions resulting from the Employer's existing or future business relation with Kronodoc. The user is aware of and acknowledges that the Employer, in such event, may effectuate actions that could change the nature of the Services provided to the User or impose access restrictions on the User's access to the Services. Such actions may include, without limitation, administrative actions by the Employer, instructions issued by the Employer to Kronodoc and actions due to a discontinuation of an employment or consulting relationship with the User.

3 Trial Services

3.1 Trial Services are provided strictly "as is". The User may use a Trial Service in a manner consistent with the terms and conditions of this agreement, but Kronodoc may, at its own discretion, disable certain features of a Trial Service and enforce time limits on the User's right to use the same. In light of the fact that a Trial Service is provided free of charge, Kronodoc disclaims all warranties, representations, and liabilities as set forth in this agreement and Kronodoc shall not be liable for any damages related to the User's use of a Trial Service.

4 User Obligations

4.1 The User shall comply with the security and administrative regulations as notified in conjunction with registration, by e-mail, as made available on the Web Site, or in any other manner.

4.2 The User undertakes, in conjunction with registration, to provide correct information regarding the User's identity and a correct and legitimate e-mail address.

4.3 The User shall be responsible for the activities conducted through use of the Services and shall ensure compliance with national laws in conjunction therewith. All Content uploaded to, transferred through, publicly posted, processed or entered into the Services by the User shall be the sole responsibility of the User.

4.4 The User shall be responsible for monitoring its Workspaces and shall be liable vis-à-vis Kronodoc for ensuring that Content transferred to or handled within the Services which is processed by the User and/or individuals invited by the User does



TERMS OF USE (Kronodoc Express)

not infringe any third party rights nor in any other manner violates governing legislation, and that the User possesses such necessary licenses from third parties as may be required in order to process the Content/use the Services.

4.5 The User undertakes to use the Services in such a manner that such use does not prevent or disrupt other computer communications or mobile telephone communications or prevent or disrupt the equipment employed in order to provide and use the Services.

4.6 The User is aware and acknowledges that it is not permitted use the Services in order to gain material in violation of law or material which in any manner contravenes generally accepted practices.

4.7 The User undertakes not to use the Services in order to obtain material which per se or if sent to another party might injure the reputation of a third party, or in any manner which may result in the infringement of any third party's copyright, or which constitutes a dissemination of business secret, or may incite a third party to commit or participate in a crime, or may be understood as constituting a threat, or to use the Services in any other manner incompatible with the purpose thereof.

4.8 The User undertakes not to provide access to the Services to anyone else than individuals for whom the user registration form within the service has been created and submitted. By completing the user registration form the User, directly or as proxy for another user agrees to the Terms of Use. User accounts cannot be shared or used by more than one individual User.

4.9 The User is obligated to notify Kronodoc regarding any suspected breach of these provisions.

5 Ownership

5.1 Kronodoc shall hold title to all intellectual property rights and technical solutions or, in the alternative, shall possess a sole right to use the same. Such intellectual property rights and technical solutions may only be used by the User in the manner stated in this agreement. Under no circumstances shall the User or a third party acquire any intellectual property rights to the Services or to the software or technical solutions used in the Services, or to any trademark or any other business mark belonging to or used by Kronodoc. Access to the Services is licensed, not sold.

5.2 All Content uploaded to, transferred through, publicly posted, processed or entered into the Services by the User shall remain the sole property of the User or its respective legal owner. Kronodoc shall have no liability for such Content.

6 Personal Data, Privacy

6.1 In order for the User to be able to use the Services, the User must provide certain data to Kronodoc, including but not limited to full name, e-mail address and contact details. In the event the User registers a user account following an invitation from



TERMS OF USE (Kronodoc Express)

another User or customer to Kronodoc, such information may also have been provided to Kronodoc by the inviting User or customer to Kronodoc. Following receipt of such data, Kronodoc will process the same using automatic data processing in order to enable Kronodoc to administer and otherwise perform its obligations within the scope of the Services and to ensure that unauthorized persons do not gain access to the Services. As provided in section 11, "Confidentiality", Kronodoc will not disclose to any third party any personal information pertaining to the User. Upon request, the User has the right to access the personal data related to the User. The User also has the right and the obligation to rectify such data. Further information may be obtained by contacting the data controller, Kronodoc Oy, Detailed contact information available on Kronodoc www-page: <http://www.kronodoc.com/en/contact-information.html> (in English), <http://www.kronodoc.com/fi/ota-yhteytta.html> (in Finnish).

6.2 In addition, in order for the User to be able to use the Services, the User must also allow Kronodoc to store and retrieve session information on the User's end terminal equipment, through the use of "cookies". The purpose of such storage and retrieval of information is to enable the necessary login/logout procedures used in the Services and to ensure that unauthorized persons do not gain access to the Services.

6.3 By agreeing to the terms of use the User gives consent to Kronodoc for the processing of the relevant personal data.

6.4 By agreeing to the terms of use the User gives consent to Kronodoc for the storage and retrieval of information on the registered persons' end terminal equipment.

6.4 By accepting this agreement, the User explicitly consents to (a) the collection and processing by Kronodoc of personal data as described above, (b) the storage of such data until the user account is terminated by the User, and (c) the storage and retrieval of information on the User's end terminal equipment as described above.

6.5 Kronodoc shall adopt reasonable measures to protect the privacy of the User. Kronodoc's information gathering and dissemination practices are set forth in the Privacy Statement applicable from time to time, which is available on the Web Site <http://www.kronodoc.com/media/saas-sopimusmateriaalit/privacy-statement-kd-saas.pdf>).

7 Security, Passwords, etc.

7.1 Kronodoc shall not be responsible for loss or distortion of Content forwarded electronically in or through the Services where such is not due to the negligence or intentional acts of Kronodoc.



TERMS OF USE (Kronodoc Express)

7.2 The User shall ensure that identities, passwords, and equivalent obtained by the User in conjunction with registration are stored and used in a secure manner and cannot be accessed and thereby used by third parties. The User shall be liable for any unauthorized use of the Services. Kronodoc shall have no liability for any loss or damage arising from the User's failure to comply with these requirements.

7.3 Where it is suspected that any unauthorized person has become aware of the user identity and/or password, the User shall immediately inform Kronodoc thereof.

7.4 The User shall be liable for losses or damage incurred by Kronodoc where the User intentionally or negligently reveals the user identity/password to a third party or where the user identity and password otherwise become known to an unauthorized party, unless the User notifies Kronodoc immediately upon suspicion that such has occurred.

7.5 After Kronodoc has been notified of a suspicion that an unauthorized person has become aware of the user identity/password, the User shall be liable for Kronodoc's acts or omissions only where the User has acted with intent or gross negligence.

7.6 Kronodoc shall adopt reasonable measures to ensure that the security of the Services meet relevant industry standards. Kronodoc's security measures are set forth in the Security Policy as applicable from time to time, which is available on the Web Site (<http://www.kronodoc.com/media/saas-sopimusmateriaalit/security-policy-kd-saas.pdf>).

8 No Warranty

8.1 To the extent permitted by law, Kronodoc expressly disclaims all warranties with respect to the Services, whether express or implied, including without limitation, fitness for a particular purpose, accuracy or reliability of results from use of the Services, that the Services will meet specific requirements, that the Services will be uninterrupted, completely secure, free of software errors, or that defects and deficiencies in the Services will be corrected.

9 Limitation of Liability

9.1 The User shall not be entitled to damages or other remedies in the event of disruption of operations or errors that impede Internet data communications.

9.2 In the event third-party claims are brought against Kronodoc as a result of the use of the Services, the User shall hold Kronodoc harmless in respect of such claims.

9.3 Kronodoc shall not be liable to the User in the event of distortion or loss of data or other defects or deficiencies in provided Services that are due to Kronodoc. Errors must be notified by the User in accordance with Kronodoc instructions as issued from time to time.



TERMS OF USE (Kronodoc Express)

9.4 Kronodoc liability in accordance with this agreement is limited to EUR 0 (nil). Under no circumstances shall Kronodoc be liable for direct or indirect losses, loss of profits or anticipated savings, loss of revenue, loss of data, or claims for compensation from third parties.

10 Force Majeure

10.1 Kronodoc shall be released from liability in damages and other sanctions where the User's access to the Services is prevented or rendered materially more onerous due to circumstances beyond Kronodoc's control and which it could not have reasonably foreseen. Such force majeure events include, inter alia, labour conflicts, lightning, fire, decisions of public authorities or other public regulations, errors in another operator's network, delays in services from subcontractors due to events as stated above, general scarcity of transport, goods, or energy, or other similar circumstances.

11 Confidentiality, etc.

11.1 Kronodoc undertakes not to disclose to any third party, or otherwise make available, information received by Kronodoc from the User within the scope of this agreement. "Third party" in this section shall not mean the Users who have access to the same Workspace, unless the Users' authorization and access to the Workspace is specifically restricted by the User. This confidentiality obligation shall not apply to such information as Kronodoc can demonstrate became known to Kronodoc other than pursuant to this agreement or which is in the public domain. Nor shall the duty of confidentiality apply where a party is obligated to provide information pursuant to legal provisions, public authority regulations or court orders. The duty of confidentiality shall remain in force notwithstanding the termination of this agreement.

11.2 Kronodoc shall be entitled to review Content which is publicly posted through the Services' web publication features. Kronodoc also reserves the right to analyze usage patterns in an aggregated form.

11.3 Except for Content mentioned above and other than pursuant to the User's instructions, legal provisions, public authority regulations or court orders, Kronodoc shall not be entitled to review Content processed by the User via the Services.

12 Amendments

12.1 Kronodoc reserves the right to amend the terms and conditions of this agreement at any time without prior notice. The User shall be informed of such amendments by e-mail or through the information being made available on the Web Site.



TERMS OF USE (Kronodoc Express)

13 Term of agreement and Termination, etc.

13.1 This agreement shall enter into force upon acceptance by the User of these terms and conditions through execution of this agreement online in conjunction with registration. This agreement shall remain in force for an indefinite term until such time that all Workspaces and the user account are closed.

13.2 Upon termination of a Workspace or this agreement, Kronodoc shall not be responsible for the Content generated within the scope of the Workspace in question or the Services. Accordingly, the User must ensure that the User possesses the necessary back-up copies, etc. of the Content that the User desires to retain.

13.3 Upon the active termination of a Workspace by the User, Kronodoc shall be entitled to immediately delete and destroy all Content within the scope of the Workspace. In the event of expiration of the subscription term of a Workspace and in the absence of the User's renewal of the same, Kronodoc shall be entitled to delete and destroy such Content thirty (30) calendar days following the expiration date.

13.4 Upon termination of a Workspace or this agreement for any reason, Kronodoc shall be entitled to and undertakes to permanently delete and destroy all copies of the User's Content related thereto within a timeframe reasonable relating to the back-up and administrative procedures applied by Kronodoc from time to time.

13.5 Sections 9 and 11 shall survive any termination of this agreement.

14 Access Restrictions, Premature Termination

14.1 Kronodoc shall be entitled, with immediate effect, to disable the User's access to a Workspace or to the Services or to prematurely terminate this agreement where: (a) the User uses the Services in a manner that entails the perpetration of a crime; (b) the User uses the Services in a manner that occasions losses or the risk of loss for Kronodoc or any third party; (c) the User uses the Services in a manner that violates Kronodoc's security or administrative regulations; (d) it may be reasonably assumed that continued dissemination of Content violates governing law; (e) the User uses the Services in a manner whereby the User utilizes resources or seeks unauthorized access to Kronodoc's systems which are not intended for the User; or (f) the User otherwise fails to comply with the above and such breach of contract is material.

15 Assignment

15.1 Kronodoc shall be entitled, in whole or in part, to assign its rights and obligations under this agreement to a company within the same de jure or de facto group of companies as Kronodoc without the User's prior consent.

15.2 The User shall not be entitled to assign his/her rights or obligations under this agreement.



TERMS OF USE (Kronodoc Express)

16 General Provisions

16.1 This agreement has been prepared in the English language and the same shall be controlling in all respects. Any non-English versions of this agreement are provided solely for accommodation purposes.

16.2 If any provision of this agreement is declared unenforceable for any reason, the remainder of this agreement will continue in full force and effect, and the unenforceable provision shall be amended to the extent possible and permitted by law to achieve as nearly as possible the same intent and economic effect as the original provision.

17 Governing Law and Disputes

17.1 This agreement and the ensuing relationship between Kronodoc and the User shall be construed in accordance with, and governed by, the laws of Finland.

17.2 All disputes relating to this agreement shall be adjudicated in Helsinki, Finland, with the District Court of Helsinki as the court of first instance.

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