# **Terms of Use for the People Cloud Portal**

The People Cloud Portal and this Site are provided to you by People Cloud Oy, a Finnish Company.

### **General Terms**

By accessing the People Cloud Portal ("Site"), you, as a designated user ("User") to use this Site, agree to the following Terms of Use, If you do not agree with these Terms of Use, please discontinue your use of this Site.

The User may use the Site's database and included tools to the extent provided by the People Cloud Portal for the individual User.

The User may not copy any content or data from the People Cloud Portal, including but not limited to people's names, CVs, pictures or contact details.

The User may not modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Site.

These Terms of Use shall not apply to any purchases or orders which are made via this Site and terms and conditions of the said purchases or orders are to be agreed on separately in writing.

# **Uploaded content**

People Cloud Oy has the right but not the obligation to monitor and review content posted by Users on the People Cloud Portal, and is not responsible for the inaccuracy of third party posted content. People Cloud Oy may, at any time at its discretion, remove any content posted by Users, or advise of material inaccuracies of which it becomes aware. People Cloud Oy has the right, but not the obligation, to monitor any activity associated with this Site. People Cloud Oy may take any action that it deems appropriate, such as issuing warnings, suspension or termination of service, denying access and/or removal of materials or any material posted on the Site/People Cloud Portal.

## **Personal Data Protection and Processing**

People Cloud Oy shall process all personal data according to the applicable laws and regulations. Likewise the User is obliged to process all the personal data acquired from or submitted to People Cloud Oy or the Site according to the applicable laws and regulations.

A Data Processing Agreement (DPA) shall be signed between the Parties prior to start using the Site.

# **Data monitoring**

People Cloud Oy may collect statistical data of the use of this. This data is solely used for developing the People Cloud Portal.

#### **Disclaimers**

Data contained on this Site has been mainly supplied to the People Cloud Oy by third-party contractors, suppliers and/or providers. While People Cloud Oy and its data providers are devoted to periodically update posted information, and correct errors or omissions in the same, and this Site's functions may provide you notice of updated information, not all information may be current or accurate and People Cloud Oy and such providers cannot guarantee the veracity, accuracy or reliability of such data. People Cloud Oy shall not be liable for any inaccuracies, delays or failures to update information or provide notice when such information has been updated, nor responsible for any loss or damage that is caused by your reliance on any data contained on this Site. Any usage of any data contained on this Site shall be solely at your own risk.

#### Modification of Site Content and the Terms of Use

People Cloud Oy may change, modify or withdraw access to the content of this Site at any time, with or without prior notice, and without creating liability for People Cloud Oy.

If there are changes to the Terms of Use, People Cloud Oy will update the Terms of Use and notify the User of such updates upon logging into to our User account. The User's continued use of the Site will constitute the User's acceptance of any such changes.

#### **Term and Termination**

The use of the Site (and/or People Cloud Portal) is free of charge and Users of the Site are selected individually by People Cloud Oy. Upon People Cloud Oy's consideration, the User's authorization to use may be cancelled and the access denied to the People Cloud Portal.

If the User has not accessed the Site for a continuous period of 12 months or more or People Cloud Oy may, in its sole discretion and without any prior notice to the User, terminate the User's access to this Site. Such termination shall not affect the validity of other agreements between the User and People Cloud Oy.

If the User wishes to terminate the User account, this can be done by contacting the Site administrator.

## **Applicable Law and Settling of disputes**

The laws of Finland will govern the construction and interpretation of these Terms of Use. Any dispute, controversy or claim arising out of or relating to this Agreement, or

the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one. The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be Finnish.

(03.01.2019)