

# **General Web Service Terms and Privacy Policy 21 August 2018**

These Terms govern all use of Supplier's Services and Web Sites for any type of use. These terms are same as 25 May 2018, with exception of one Data Processor being replaced with another one.

## **1. Definitions**

- Supplier** Bionova Ltd, Hämeentie 31, FI-00500 Helsinki, Finland. Corporate ID 1739154-6.
- Customer** Company or other organization, which purchases rights to the Service from the Supplier.
- Customer Information** Non-public information provided by the Users into the Service describing the Customer's sites, projects, inputs and performance for calculation or other purposes.
- GDPR** General Data Protection Regulation (EU 2016/679), privacy rules the Service implements.
- Personal Data** Information available to Supplier, relating to an identified or an identifiable User.
- Plug-in** An additional software connecting to the Service for data transmission and calculation. A Plug-in may be Supplier software or based on a separately licensed third-party software.
- Service** A web service application marketed under Supplier Trademark(s) or on a white-label basis. The Service enables the Customer to calculate different metrics and indicators. The Service is available over the internet at the address [www.360optimi.com](http://www.360optimi.com), or via respective Plug-ins or API. The Service is delivered "as is". The Service includes also optional add-on modules.
- Trademarks** Supplier's registered trademarks which include One Click LCA, 360optimi and Ecomptier.
- Terms** The latest version of these Terms of Service, found at [www.360optimi.com/static/terms](http://www.360optimi.com/static/terms). These Terms apply to all use of the Service and orders, and to all use of any Plug-ins connecting with the Service. Use of Plug-ins or add-on modules may require accepting additional terms. Supplier reserves right to amend this document unilaterally at any time.
- User** Natural person who is at least 18 years old who has registered to the Service with their email and accepted these Terms, or who uses the Supplier Web Sites (or both).
- Web Sites** All Supplier websites, e.g. [www.oneclicklca.com](http://www.oneclicklca.com), including their e-commerce sections.

## **2. Privacy policy and Personal Data processing**

### **Privacy principles**

We take your privacy seriously. We will NEVER sell your personal data to anyone.

This Privacy Policy is part of our General Web Service Terms and sets out how the Supplier collects and processes Personal Data, the purposes for processing and its protection. All Personal Data is processed in according General Data Protection Regulation (EU 2016/679) and Finnish Personal Data Act (523/1999).

The competent supervisory authority for personal data processing is the Office of the Data Protection Ombudsman, an independent authority operating in connection with the Ministry of Justice of Finland.

### **Personal Data protection**

Supplier has implemented various measures to ensure that the information is adequately protected against unauthorised access, use, disclosure and destruction. Risk can never be eliminated, but significantly reduced. Supplier shall not be held liable by any third party, including User, in any event of unauthorized access, use and/or disclosure of any information in Web Sites or in Service.

## Personal Data storage

The User accepts that the Supplier saves the personal data of the User to the Supplier's register. The Supplier, the Supplier's subcontractors and resellers may use personal data only for the delivery of the Service, support and Service related communication as set out in these Terms.

Supplier does not collect, store or process sensitive Personal Data. Personal data is stored on secure servers. Generally, personal data is stored inside EU and EEA area. However, the User's email address, name, and country are transferred to the United States under appropriate safeguards for specific data processing. All these transfers comply with EU – U.S. and Swiss – U.S. Privacy Shield programs.

## Data controller

Supplier is the Personal Data controller. Supplier processes the Personal Data, and the data is accessible to the following persons: Supplier personnel involved in the data processing, customer support and administration, and IT specialists performing tasks related to the maintenance of Web Sites or Service. All relevant Supplier personnel is aware of this policy and Supplier requirements for data processing.

## Data processing for newsletter delivery

Supplier processes Personal Data for sending newsletters to inform User of new services, promotions and other information. The legal basis of processing for this purpose is User's consent. The period of processing is until the User unsubscribes from the newsletter. The processed Personal Data for this purpose are User's name and User's email address.

## Data processing for delivering Web Site functionality

Supplier processes Personal Data for delivering Web Site functionality, including processing for the events and trainings available on Web Site. The legal basis of processing for this purpose is legitimate interest. The period of processing is one year from User activity. The processed Personal Data for this purpose are User's preferred language, the IP address, User's device type, operating system and browser type.

## Data processing for delivery of Service and for contracting supply of Service

Supplier processes Personal Data for delivery of Service and to enter into contracts to deliver Service. The legal basis of processing for these purposes is performance of a contract of which the User is a party. The period of processing is until the contract expires or is cancelled, or until the User deletes their Personal Data from the Service. The delivery of Service requires the delivery of service update notifications. Contract may include also delivery of customer support. The purpose of this processing is to manage and ensure User's rights and obligations relating to contract.

The processed Personal Data for this purpose are User's name, User's email address, User's phone number, User's preferred language, and for User log ins to the software the IP address, User's device type, operating system and browser type, and projects in Service User can access.

## Data subprocessors

Supplier works with following data subprocessors who are contracted for specific tasks. Supplier reserves the right to modify the data subprocessors at any time without an advance notice.

Subprocessor(s) who process Personal Data	Newsletter delivery	Web Site functionality	Delivery of Service
Eventbrite, Inc., 155 5th Street, Floor 7, San Francisco, California 94103, USA	-	X	-
Hotjar, Level 2, St Julian's Business Centre, 3, Elia Zammit Street, St Julian's STJ 1000, Malta	-	X	X
LogMeIn, 320 Summer Street, Boston, MA 02210, USA	-	X	-
MailChimp, The Rocket Science Group, 675 Ponce de Leon Ave NE, Suite 5000, Atlanta, GA 30308 USA	X	-	X
Pipedrive OÜ, Paldiski mnt 80, Tallinn 10617, Estonia	X	-	X
Stripe, 185 Berry Street, Suite 550, San Francisco, CA 94107, USA	-	X	X
Zoho Corporation BV, Hoogoorddreef 15, 1101 BA, Amsterdam, The Netherlands	-	X	X

## **Personal Data related requests**

Personal Data related requests must be issued in writing to Supplier's Data protection officer. Personal Data related requests must contain response contact information, including email address.

## **Cookies**

Supplier Web Sites use cookies for recordkeeping and to enhance functionality. The Service requires that the User allows the use of cookies to maintain the User's connection to the Service. Cookies are small files stored on devices. They contain non-personal information including login session.

## **3. Service subscription, delivery and compliance with terms**

### **Subscription to the Service**

The Customer may place orders by e-mail, phone, post or on the website of the Service. The binding purchase agreement between the Supplier and Customer shall become valid at the time of placing an order based on a valid offer from the Supplier or by making a purchase in the Supplier's online store.

### **Delivery of the Service**

The Service will be delivered to the Customer after the order is received and the first payment of the Service has been made, unless otherwise agreed upon between the parties. The delivery is completed and accepted after the user rights have been activated in the Service. In the event of delivery failure or other Supplier error, the Customer is obliged to immediately report the incident to the Supplier. Thereafter the Supplier will correct errors in delivery.

### **Breach of the Terms and suspension of the Service**

The Supplier may suspend use of the Service and delete Customer Information from the Service without prior notice to the Customer, in the event that the Customer Information is illegal or otherwise inappropriate by the consideration of the authorities, the Supplier or relevant third party.

The Supplier has the right to block the access of any Customer or User to the Service without prior notice if the Supplier has reasonable grounds to suspect that the Customer or User is in breach of these Terms, is using the Service for purposes outside the Service description, or the use of the Service is otherwise endangering the overall production of the Service.

## **4. The Customer's and User's rights of use and obligations**

### **The Customer's and User's rights of use and control responsibility**

The Customer may use the Service during the license period in accordance with the license and Terms. The Customer's appointed representative has the main user rights. The Customer may define different general and specific user rights for different user groups.

The Customer has an obligation to monitor and ensure that all of the Customer's Users fully comply with these Terms. For the sake of clarity it is stated that the Customer has full responsibility of all use of the Service of the Customer's subcontractors, cooperation partners and other third party associates. The Customer has the responsibility to ensure that the Customer's main user(s) have sufficient authority, capability and knowledge to perform their duties, including securing them the necessary training.

### **The Customer and the User responsibilities**

The Customer and the User are required to comply with the Terms and instructions of the Supplier. The Customer must pay the fees of the Service to the Supplier. The Customer is responsible for acquiring and paying all Customer and User hardware, software, telecommunications equipment, operator connections and related support services that are required for the use of the Service. The Supplier has no responsibility of the interoperability of the Customer's technical infrastructure with the Service.

The Customer and User are responsible for their use of the Service as well as the content all information they provide to the Service, including any intellectual property rights associated with it.

The Customer is responsible for ensuring its Users keep their login credentials confidential. The Customer has full responsibility of all use of the Service performed with the credentials of the Customer's Users or Users acting on its behalf. The Customer must supply its current contact information to Supplier.

In case the Service is used in violation of the license terms under the Customer license or User account, the Customer and the User are liable to pay all direct and indirect damages of the Supplier caused by such violation of the Customer or User. The access may be disabled without notice if breach is suspected.

### **Procuring rights to additional third-party licenses**

Some add-on modules of the Service, including Plugins, may require accepting additional terms and paying additional third-party licenses, which Supplier may be able to supply to the Customer on request. It is the sole responsibility of the Customer to procure the right to use the relevant additional licenses.

### **Resale of the Service and offers to third parties**

The Customer or User does not have the right to resell or otherwise offer the Service or part of the Service to third parties either on an "as is" basis or as a part of the Customer's own service or product.

### **Delivery of Environmental Information for integration into the Service**

The Customer may request the Supplier to integrate Environmental Information into the Service. The Supplier is under no obligation to do so and reserves the right to reject such information for quality assurance or other purposes. The Customer represents and warrants that it is authorized to provide such Environmental Information to the Supplier for the purpose of integration to the Service. The Customer agrees that the provided Environmental Information will be available to all Users of the Service.

## **5. User registration and use of the Service**

### **The acceptance of the Terms**

The User accepts these Terms by completing the registration of the Service. The User accepts the possible changes of the Terms as the User continues to use the Service. The registration requires that the User provides their name, e-mail address and other requested information. The User guarantees that the provided information is true and correct as well as updated without delay.

### **The User's rights of use**

The User's rights of use are directly related and linked to the rights of use purchased by the Customer.

### **User account must not be shared with anyone**

The User account and password are personal and not to be shared with anyone. The User is responsible for all use of the Service with their account. The User must supply valid contact information to Supplier.

### **The allowed and non-allowed use of the Service**

Any other use of the Service than clicking regular web browser links and commands, such as technical analysis or exploitation, is strictly forbidden. None of the technical information included in the Service may be copied, reproduced or analyzed. None of the databases or data included in the Service may be copied, reproduced or extracted, even partially. All technical analysis, reverse engineering or hacking of the Service or loading the Service are prohibited. All sharing of User accounts is strictly prohibited.

### **Research License**

The Supplier may from time to time offer the Service for non-commercial research purposes with non-standard license fees. This type of license may only be granted for non-profit making research activities which shall be made public to the advancement of science and human knowledge. Research License shall not allow calculations for certifications or regulatory compliance, which are considered commercial use.

### **Educational License**

The Supplier may from time to time offer the Service for educational purposes. Additional license terms and restrictions apply to all such Educational Licenses and they are defined in Annex 1 of these Terms.

## **6. Customer Information access and ownership**

### **Access to the Customer Information**

Access to the Customer Information will be granted to the Users by the authorized main user of the Customer. User rights and authorizations may be read-only rights or modification rights. In the event that the authorized main user of the Customer defines some Customer Information to be publicly available, all users of the Service may view, but not modify such information.

### **The ownership and use of the Customer Information**

The Customer Information is owned by the Customer, but the Supplier has free and permanent license right to use the Customer Information for performance of the Service and user support. The Supplier may use subcontractors for the performance of the Service and grant them necessary access to the Customer Information. Supplier may freely and permanently use the Customer Information and generated technical analysis information for benchmark and statistical purposes, development activities of the Service and quality improvement tasks. The Supplier may publish and deliver anonymous statistics to third parties.

The Supplier is responsible that their personnel, subcontractors and resellers of the Supplier are bound by the privacy and confidentiality obligations in matters related to Customer Information.

### **Access to benchmark data**

The Customer or the User may be offered a possibility to access benchmark data. The condition to access such benchmark data is preparing the Customer's and User's own data in a way and following the method making it compliant with the benchmarking purposes, including for scope and quality. The benchmark shall always be created anonymously, unless Customer or User opts to make their data identifiable.

### **The Customer Information processing for sponsored services**

The Customer or the User may be offered a possibility to use sponsored services in the Service. Such sponsored services are third party financed services, for example tender processes, which are offered for use to the Customer or User free of charge or with reduced fees. Part or all of the Customer Information provided during the use of sponsored services may be delivered to the sponsoring third party. The Customer or the User accepts such delivery when deciding to use these sponsored services.

### **The return of the Customer Information**

The Supplier has the responsibility to return all Customer Information from the Service to the Customer against payment of the calculated fee defined by the Supplier.

### **Use of Customer in marketing**

The Supplier maintains the right to present in its marketing and demo material the name of the Customer, the logo of the Customer and the general purpose of use of the Service.

### **Mutual obligation to confidentiality**

Both parties agree not to disclose any information received from the other party which is marked as confidential or which is to be understood as confidential, including but not limited to information regarding the business activities, products, production facilities, technologies, know-how, objectives or plans of the parties or their subsidiaries or affiliates and personal data received from each other ("Confidential Information") and agree not to use Confidential Information for purposes other than fulfillment of their contractual relationship. Both parties agree not to disclose Confidential Information of the other party to others than those employees, advisors, subsidiaries, subcontractors, service providers or its other cooperation partners who necessarily need the Confidential Information for the fulfillment of the parties' contractual relationship.

## **7. Supplier's responsibilities, support and maintenance**

### **The Supplier's responsibility**

The Supplier has the responsibility of development and update of the Service, calculation models used, their functionality as well as compiling and updating required background information. The Supplier may

modify the Service without prior notice to the Customer. The supplier may appoint Resellers to perform parts of its duties as defined in the Annex 2.

### **User Support**

Only the Customer's defined Users may contact the Supplier's user support. The purpose of the Supplier's user support is to solve errors and problematic situations. Any use of the user support by the Customer exceeding the agreed content of such support service shall be charged by the Supplier.

### **Limitations of User Support for Plug-ins and associated files and data**

The Supplier provides no warranty related to the Plug-ins or their functionality or compatibility with the Service. The Supplier does not provide the Customer with Plug-in related technical support, unless specifically agreed. The Supplier does not provide support for any data used with Plug-ins.

### **Maintenance and errors**

The maintenance of the Service will be performed during times when the disruption is seemingly minimal. Errors and malfunctions will be repaired during standard office hours. Repair activities will be initiated without delay after the occurrence of the error. In the event the Customer reports to the Supplier error of the Service, which was caused by the Customer's faulty equipment or software, the Customer pays the Supplier costs related to the incident.

### **Test or demonstration use and free use**

The Supplier has no responsibilities related to the Service and no support or warranties are given, when the Service is used for test or demonstration purposes or the Service is used without payment. Such free use of the Service does not give the Customer or the User any rights related to the Service.

## **8. Availability of additional services**

### **Development services**

The Supplier and the Customer may agree that the Service will be further developed to suit the needs of the Customer. The Supplier is responsible for the development and the Customer pays the agreed costs. All copyrights, intellectual property rights and other rights of such development belong to the Supplier and the Customer will be granted a license as defined in the development agreement.

### **Training, consulting and additional support services**

The Supplier may offer training, consulting and additional support services to the Customer. The content and prices of such services are presented in the Supplier's price list or via quote.

### **Third party verification services**

The Supplier may offer the Customer third party verification services for calculation results achieved with the Service. Such services may be performed by independent third parties or the Supplier. In all cases the Customer is solely responsible for the information being in compliance with the sought verification, and the Customer accepts that any third party verifier has the right to withhold a positive outcome of verification if the delivered information does not fulfil the verification criteria. In addition, defects in the verified information may increase the verification fees to reflect the amount of necessary resubmissions.

## **9. License definitions, prices and change of Terms**

### **Allowed use**

Service is licensed by the Supplier on basis of allowed use, set of functionality, data and support services. License for specific use does not allow for any other use of Service, even if such were technically possible.

### **Definition for the license metrics**

Named users are natural persons and user accounts may not be shared. Customer is able to reappoint the named users annually. In case of changes to the named users, training the new users is required.

Projects are distinct building construction projects, to be understood as individual and physically separate buildings (not as apartments). Multi-use buildings when consisting of a physically same building are considered as one project. Project definition for buildings does not extend to civil engineering works.

### **Prices and invoicing**

The Supplier charges a license fee for the Use of Service in accordance with the price list or a separately agreed price. Licenses are invoiced in advance for a 12 month period. The payment term is 14 days past the date of invoice. The Customer is solely responsible for any transaction costs (e.g. bank charges) or duties. Any services are charged according to the current price list of the Supplier or the price defined in the offer of the Supplier. All prices will be added with the relevant Value Add Tax/Sales Tax, if applicable.

Ongoing subscriptions renew automatically and renewals are invoiced up to three months before their renewal date, unless cancelled in writing by the required cancellation date.

### **Price changes**

Any change in price shall be notified to the Customer one (1) month prior to such change on the web site of the Service. The changes shall not affect prices already invoiced to the Customer. In the event the extent of the use of Service increases more than ten per cent from level defined at the time of delivery, the Supplier maintains the right to increase the prices of the Customer accordingly.

### **Change of the Terms**

The Supplier may change these Terms by giving the Customer notification on the web site of the Service one (1) month prior to the effective date of change. In the event the new terms will materially change or deteriorate the situation of the Customer, the Customer may terminate its use of the Service and receive a refund for the paid fees covering the time period after such termination.

### **Provisions for delayed payments**

Payments are required on the date stipulated in the invoice in full. Late payment interest rate is 15 %. Any unpaid fees may be transferred to a collection agency, whose valid collection fees are added. Any late payment fees may be, at Supplier's discretion, deduced from the Service validity period. In case of late payment, Supplier may suspend the use of the Service, and charge a reopening fee from the Customer for Service reactivation. Delayed payment will not extend the validity period of a license.

## **10. Validity and termination**

This Agreement is valid for an unlimited time period. The Customer may terminate its license and obligations arising out of the license in connection with this Agreement by giving the Supplier a written three (3) months' notice; however, this notice shall not be given earlier than the initial twelve (12) months after the Service activation and not before the end of an on-going invoicing period. The Supplier may terminate this Agreement by giving the Customer a written twelve (12) months' notice.

All project-based licenses are valid for non-renewable period of 12 months, unless otherwise agreed in writing. All project-based licenses shall be valid for a limited time period and will terminate automatically when the agreed limited time period has ran its course, with no possibility for notice.

In the event the Customer breaches this Agreement and does not correct the breach within thirty (30) days after the written notice of the Supplier, the Supplier maintains the right to terminate this Agreement with immediate effect. In the event the Supplier breaches this Agreement and will not correct the breach within thirty (30) days after the written notice of the Customer, the Customer maintains the right to terminate this Agreement with immediate effect. The Supplier has the right to assign this Agreement and related Service and Customer Information by giving the Customer a thirty (30) days' prior notice.

## **11. Intellectual property rights, warranty and liability**

### **The rights to the Service**

All copyrights, other intellectual property rights and other rights to the Service and its functionalities, applications, plans and improvement suggestions belong exclusively to the Supplier, its subcontractors or other third parties. The Customer has a limited license right valid for a designated time period.

In the event the use of the software of the Service will infringe on intellectual property rights of any third party, the Supplier has the right to obtain at its own cost sufficient license rights, replace the infringing third party software or otherwise change the Service or products of the Supplier to avoid infringement.

### **Warranty**

Supplier warrants to the Customer that Supplier is the sole owner and holder of, or has and will maintain sufficient rights and interests in, all Intellectual Property Rights in the Service, and that Supplier has and will maintain the right and authority to grant Customer the rights granted in separate agreement. This warranty does not extend to any use following notification of possible infringement, use of Service with any other software or data not provided by the Supplier, or for use violating the Terms or agreement.

The Supplier has the responsibility that all tasks related to the performance of the Service, such as updates, user support, back-up copies, are performed professionally and in accordance with these Terms. The data of the Service is stored on servers and back-up servers. The servers are in safe data centers. Detailed Service Level Agreements are available subject to a separate agreement.

### **Limitation of liability**

By their nature, forward-looking environmental and cost projections are inexact. Available cost and environmental impact information may not represent the actually realizing figures e.g. due to method of installation or different than foreseen type of use. Supplier does not warrant accuracy of such projections or calculations, even in case where the data has been verified.

The Supplier is not responsible for any loss of profits, special, indirect, consequential or incidental damages, even if it has been advised of the possibility of such damages. Supplier is not responsible for internet connection failures. The Supplier is not responsible for any disadvantages caused by incorrect or erroneous information provided by the Customer, or the Service not fulfilling the Customer's needs.

The Supplier is liable only for the direct damages of the Customer caused by the breach of this Agreement by the Supplier. The Supplier's aggregate liability in all cases is limited to the amount of six (6) months Service license fees or for project licenses, half of the value of the respective project license.

## **12. Force majeure**

The Supplier holds no responsibility for the late delivery or other delivery problems of the Service, in the event they are caused by reasons beyond the Supplier's or Supplier's subcontractor's control, such as war, import or export restrictions, strike, government decisions, general transport failures, severe electricity, technical infrastructure failures or any other similar reasons.

## **13. Applicable law and disputes**

The laws of Finland apply to this Agreement to the exclusion of any other jurisdiction. Any disputes concerning these Terms or the Service shall be settled by the city court (käräjäoikeus) of Helsinki.



## **APPENDIX 1: ADDITIONAL TERMS FOR EDUCATIONAL LICENSES**

The Supplier may offer Educational Customers (a registered university or polytechnic institute accredited for degree education in their respective country) non-standard license rights to the Service for its students. The Supplier reserves the right not to offer these terms to any Educational Customer. Such Educational Customer shall be the Supplier's Customer as defined above. A User using the service via an Educational Customer is referred to as "Student User".

The following additional restrictions apply to all Student Users and all use of the Service with Educational Customers:

1. The Student User rights and status are only available for a limited time period for full time students who are pursuing a BSc, MSc or a comparable degree in an Educational Customer requiring the use of the Service as part of their degree studies.
2. The Student User registers their User account with the email address of the Educational Customer.
3. The Student User has no right to use any support services of the Supplier. However, the Student User may use the Supplier's educational materials. The personnel of the Educational Customer are solely responsible for support and training of the Student User and all other issues related to use of the Service by the Student User.
4. The Educational Customer does not have the right to use the Service for commercial or research and development projects, including thesis projects which have an external sponsor, without prior and written consent from the Supplier. Any other use of the Service by an Educational Customer, other than the Student User use, requires the purchase of a standard license for the Service from the Supplier.
5. The Supplier gives no warranty for the Service for Student Users and has no responsibility of any use of the Service by the Student User.

## **APPENDIX 2: RESELLERS ADDITIONAL RIGHTS AND OBLIGATIONS**

The Supplier may authorize Resellers to perform part of its tasks, including sales, marketing and Support and training services. Such Reseller is always appointed by the Supplier in writing with specific authority.

The Reseller has the right to market and sell the Service in a specified geographic territory and perform other tasks designated by the Supplier. The Reseller is an independent trader and nothing contained in these terms shall make the Reseller an employee, agent or agency of the Supplier.

The Reseller shall comply with the obligations concerning the Customer and the User as defined in these Terms (articles 3. and 4.). In addition, the Reseller shall comply with articles 7., 11., and other applicable obligations related to the Supplier's responsibilities.

The Reseller may market and sell the Service in a defined geographic territory in accordance with the terms of the Reseller Agreement agreed upon between the Reseller and the Supplier. The Reseller may provide support and additional services to the Customers. The Reseller is an independent trader. The Reseller may use Customer Information only for support purposes and for such services that are agreed to by the Customer, in writing.

The Reseller has an obligation to use only the Supplier's Trademarks, unless otherwise agreed upon, in writing, between the Supplier and the Reseller. The Reseller may not acquire any rights to the Supplier's Trademarks or any other intellectual property rights of the Supplier. The Reseller may not attempt to register any intellectual property such as internet domains using Supplier's Trademarks or similar names.