

## Terms of service

These Terms of Service (“**Terms**”) govern the relationship between you and O.V. Lahtinen Oy (“**O.V. Lahtinen**”, “**We**”, “**Our**”, “**Us**”) regarding your use of O.V. Lahtinen Extranet online platform through which you may purchase and/or rent containers, as well as your use of O.V. Lahtinen website found at [www.ovlahtinen.fi](http://www.ovlahtinen.fi) and any other services provided by Us via the website or platform (together “**Services**”). For any purchase or rental of containers, the service specific terms and/or agreements shall apply.

Subject to your acceptance of these Terms, you may access, login to and/or use the Services. **These Terms affect your legal rights and obligations, so if you do not agree to the Terms, you may not use the Services.**

Our privacy policy (available at <https://ovlahtinen.fi/legal/privacy-policy/>) (“**Privacy Policy**”) helps you understand what personal data and non-personal data We collect. You agree to read the Privacy Policy which explains what type of information is collected, how we use that information, including, without limitation, how such information is shared with third parties. Although Our Privacy Policy is not part of these Terms, and creates no contractual obligations to you, it contains information that you should review prior to using the Services. However, Our Privacy Policy will apply to the information we collect, whether or not you choose to read it.

When you access the Services through a mobile network, your network or roaming provider’s messaging, data and other rates and fees will apply. Downloading, installing or using the Services may be prohibited or restricted by your network provider and the some or all parts of the Services may not work with your network provider or device.

### Use of Services

With regard to the website and services provided therein, you may access and use the services as both a natural person as well as a legal entity. The Extranet online platform is available for use only by legal entities. If you are accepting these Terms on behalf of a legal entity, you represent that you have the authority to bind that legal entity to these Terms, in which case references to “you” in these Terms mean that legal entity.

If you are accessing or using the Services as: (a) natural person, the Services are provided to you for your personal use only; or (b) as a legal entity, the Services are provided to you for your business use. You may not sell, transfer, rent or give away your right to use and access the Services. You may not use the Services if you have previously been removed from using any part of the Services by O.V. Lahtinen.

When using the Services on behalf of a legal entity you may only register one (1) corporate account on the Extranet platform for your, and your employees, to access to and use the Services. In any case you agree to provide true, accurate, current and complete information about yourself as

prompted by the Services registration and/or purchase/rental process, as well as to inform Us of any changes to such information.

Subject to your compliance with these Terms, we grant you a limited, nonexclusive, non-sublicensable, freely revocable and non-transferable right to access and use the Services, or part of the Service made available to you whether as a natural person or as a legal entity.

You are personally responsible for the use of your user account, by yourself or in the case of legal entities, your employees, and for all communication, content and activity resulting from the use of your user account in connection with the Services. We expressly disclaim any and all liability relating to your user account. You also acknowledge that We have no obligation to use, store and maintain information relating to the above-mentioned user account, although We may do so at Our sole discretion.

You understand that for reasons that include, without limitation, system security and stability, Services may need to automatically be updated, pre-loaded, or We may need to create new versions or otherwise enhance the Services and accordingly, the system requirements to use the Services may change over time. These Terms do not entitle you to future updates, new versions or other enhancements of the Services although We may choose to provide such updates, etc. in Our sole discretion.

Without limiting any other remedies, We may limit, suspend, terminate, modify, or delete access to the Services or parts thereof if you fail to comply, or if We suspect such failure of compliance, with these Terms or for any actual or suspected illegal or improper use of the Services, without notice to you. You may lose, as a result of termination or limitation of your right to use the Services, material, content and privileges associated with your use of the Services (including any in-Service purchases), and We are under no obligation whatsoever to compensate you for any such losses.

By using the Services, you specifically agree that you will not:

- interfere with or disrupt the Services or servers or networks through which the Services are provided;
- transmit spam, chain letters, or other unsolicited email/communication;
- impersonate another person or otherwise misrepresent your affiliation with a person or legal entity, conduct fraud, hide or attempt to hide your identity;
- attempt to decompile, reverse engineer, disassemble or hack any of the Services, or to defeat or overcome any of the encryption technologies or security measures or data transmitted, processed or stored by Us;
- disobey any requirements or regulations of any network connected to the Services;
- circumvent technological measures designed to control access to, or elements of, the Services, or
- do anything else that is not within the spirit of these Terms

You may use the Services only in compliance with these Terms, and all applicable local, state, national, and international laws, rules and regulations. For the purchase or rental of containers, the

Service specific terms or agreements regarding the purchase or rental of said containers shall apply and take precedence over these Terms should any conflict arise between said terms and/or agreements and these Terms.

### **Intellectual Property Rights**

All rights, title and interest in and to the Services (including the related software and media), the design of the Services and associated content including text, scripts, graphics, audio, video, interactive features and the like, and the trademarks, service marks and logos contained therein (“**O.V. Lahtinen Property**”) are owned by or licensed to Us, subject to copyright and other intellectual property rights under Finnish and foreign laws and international conventions. Except as expressly provided in the Terms, We do not grant any express or implied rights to use O.V. Lahtinen Property. Any feedback you provide in relation to the Services shall be deemed to be non-confidential and We shall be free to use such feedback on an unrestricted basis. For the avoidance of doubt, private messages shall not be publicized, without the consent of the user.

### **Third-Party Services and Terms**

The Services may contain links to websites operated by third parties or feature content which is made available by third-party service providers and enable you to access and use certain third-party services. Use of any websites operated by third parties, third-party services and/or content in third-party services shall be, in addition to these Terms, subject to the relevant third-party service provider’s terms and conditions applicable to use of such third-party services or the applicable license(s) under which any such content is made available. We assume no responsibility for such third-party services and/or content. If you access a third-party site or services from the Services on or through any third-party site or service, you do so at your own risk, and you understand that these Terms and Our Privacy Policy do not apply to your use of such sites. You expressly relieve Us, Our affiliates, agents, directors, employees, suppliers and licensors from any and all liability arising from your use of any third-party site, service, or content. In addition, a link to a non-O.V. Lahtinen service or website does not imply that We endorse the site or the information, products or services referenced in such third-party service or website.

### **Fees**

Some features are available to users for free and some against the payment of the relevant fees. The payment terms for the purchase or rental of containers is set out in the service specific terms and/or agreements. We have the right to appoint payment service providers to receive payment of fees on Our behalf. For the avoidance of doubt all in-Service purchases and rentals made in connection with the Services are subject to service specific terms and/or agreements.

You are solely responsible for any costs (including any additional payment processing fees which may be applicable) you incur to access the Services through any Internet, mobile or other communication service, such as any fees for downloading, installing, messaging, and other data usage on an Internet provider's or mobile network, as well as for acquiring any additional features.

### **Personal Data**

We take appropriate measures to prevent unauthorized access to, improper use of and the reasonable accuracy of any processed personal data. We use various technologies and protocols to ensure high security standards. Any data that is stored on Our servers is not generally available to the public. However, the use of internet services always includes security risks. You are always liable for all your own equipment, internet connectivity and software as well as that they do not cause harm to Us and/or third parties.

Use of your personal data is governed by the Company Privacy Policy at <https://ovlahtinen.fi/legal/privacy-policy/>

### **Support and Modifications**

We shall have no obligation to provide support or maintenance to the Services under these Terms. We may, at Our sole discretion, provide limited customer support to the Services or as agreed in the service specific terms and/or agreements.

You understand that the Services are evolving. As long as your license to use and access the Services is valid you are entitled to use and access any upgrades or updates to the Services. All upgrades and updates are provided to you on a license exchange basis. You agree that by using or accessing an upgrade or update you voluntarily terminate your right to use any previous version. Upgrades and updates may be licensed to you by Us with additional or different terms. You may need to update third party software and/or upgrade your equipment from time to time in order to use the Services.

### **Limitation of Liability**

To the maximum extent permitted by applicable law, except as explicitly provided in these Terms, We make no warranty or representation, either expressed or implied with respect to the Services, their correctness, quality, performance, non-infringement or fitness for a particular purpose. As a result, the Services are provided "as is" and "as available" and you are assuming the entire risk as to their quality and performance. We do not warrant that the Services will be uninterrupted or error-free. We reserve the right to revise the Services or withdraw access at any time.

You hereby acknowledge and agree that We shall have no liability whatsoever in connection with or arising from your use of the Services, as set forth herein, including any damage to your devices or

software. Your only right or remedy regarding any problems or dissatisfaction with the Services is to discontinue the use of the webpages and other content included in the Services as well as terminate your corporate account.

Furthermore, We shall not be liable for any direct, indirect, incidental, special or consequential damages, lost profits, data or for business interruption arising out of the use of or inability to use the Services, even if We have been advised of the possibility of such damages. Our liability is in such case limited to the greatest extent permitted by law. In no event shall We be liable for any damages, losses or costs in an amount exceeding the amount paid to Us under the Service, unless otherwise stated in the service specific terms and/or agreements.

You understand and acknowledge that We will not be liable for any network-related problems attributable to the operation of the Services and that network configuration changes may affect the system's performance. You are liable for all your own equipment, internet connectivity and software as well as that they do not cause harm to Us and/or third parties.

Some jurisdictions may not allow (some) limitations of liability. In such case some limitations may not apply to you. For clarity, where there are limitations of liabilities set out in the service specific terms and/or agreements, those shall apply to the purchase and/or rental of the containers.

### **Indemnification**

You agree to defend, indemnify and hold harmless Us, Our affiliates, licensors, partners and subcontractors from all liabilities, claims and expenses, including reasonable attorneys' fees, arising from or related to your breach of these Terms or portion hereof, or any act or omission by you relating to the Services. We reserve the right to assume Our own defence and/or control of any matter otherwise subject to indemnification by you hereunder.

### **Force Majeure**

We shall not be liable for any delay or failure to perform resulting from causes outside Our reasonable control, including without limitation any failure to perform hereunder due to unforeseen circumstances or cause beyond Our control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, epidemics, pandemics, strikes, or shortages of transportation facilities, fuel, energy, labour or materials.

### **Right to use the Services and Termination**

The license to use the Services granted to you under these Terms remains in effect until terminated by you or Us. For the avoidance of doubt the termination of the license or breach of these Terms shall not affect any rights, or obligations set out in the service specific terms and/or agreements.

You may terminate the license at any time by ceasing to use the Services. Without prejudice to any other terms set forth in these Terms, the license will automatically terminate without notice from Us if you in any way breach any provision of these Terms. Upon termination in accordance with these Terms for any reason, you must cease all use of the Services, except as set out in the applicable service terms and/or agreement, and promptly delete any account associated with the Services and/or follow any instruction given by Us. Your termination of the license for any reason shall not release you from any liabilities or obligations set forth in these Terms which (a) have expressly been stated as surviving any such termination or expiration, or (b) remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration.

You acknowledge and accept that the cancellation of the license is your sole right and remedy with respect to any dispute related to using the Services.

We may, without prior notice, change the Services; stop providing the Services or features of the Services, to you or to users generally; or create usage limits for the Services. We may permanently or temporarily terminate or suspend your access to the Services or a portion thereof without notice and liability for any reason, including if in Our sole determination you violate any provision of these Terms.

### **Miscellaneous**

We may assign or delegate Our rights and obligations under the Terms, in whole or in part, to any person or entity at any time without your consent. You may not assign or delegate rights or obligations under the Terms without Our prior written consent.

These Terms contain the entire understanding between you and Company with regard to the license and right to use of the website and Extranet online platform.

These Terms describe certain legal rights. You may have other rights under the mandatory provisions of the laws of your country and as set out in the service specific terms and/or agreements. These Terms do not change your rights under the mandatory provisions under the laws of your country. You agree that if any portion of the Terms or if the Privacy Policy is found illegal or unenforceable, in whole or in part by any court of competent jurisdiction, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without the remaining provisions of the terms, which shall continue to be in full force and effect.

Company reserves the right to change, modify, add or remove portions of the Terms and its Privacy Policy at any given time. You will be deemed to have accepted such changes by continuing to use the Services. Company will, however, notify Users by posting a note in the Services of any

substantial changes to the Terms. Further, if at any point you do not agree to any portions of then-current version of our Terms, Company Privacy Policy, or any other Company policy, rules or codes of conduct relating to your use of the Services, your license to use the Services shall immediately terminate, and you must immediately stop using the Services. You can always cease using the Services by deleting the application or web service, as applicable. Please check the Services on a regular basis so that you remain informed of the then-current Terms.

### **Disputes and Applicable Law**

These Terms shall be governed by and shall be construed in accordance with the laws of Finland excluding its choice of law provisions.

The parties shall attempt to resolve any dispute arising out of or relating to these Terms or the Service, through negotiations between the parties. If the matter is not resolved by negotiation within thirty (30) days of receipt of a written 'invitation to negotiate', the dispute, controversy or claim arising out of or in connection with these Terms or the Services, including any question regarding its existence, validity or termination, shall be referred to and finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The arbitration proceedings shall take place in Helsinki, Finland and the language of the arbitration shall be English or Finnish as agreed to by the parties.

### **Contact info:**

#### **O.V.Lahtinen Oy**

Business ID: 2155907-3

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WWW: [www.ovlahtinen.com](http://www.ovlahtinen.com)