

Wiiste: Terms and conditions for the service

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Supplier

Wiiste Oy (2457539-4), Tiiliruukinkatu 22 A 1, FI-33200 Tampere, Finland

Customer

The Customer shall be the user of the Service described below, and the user may use the Service in accordance with these Terms and Conditions. The Customer shall register as a user of the Service and, at the same time, provide its contact information, via which the Supplier shall provide the Customer with the notifications under these Terms and Conditions. The Customer shall keep its contact information up to date in the Service.

Service content and service level

Relia is a measurement data management service developed for the needs of developers, contractors and property management. The Service may be used in accordance with these Terms and Conditions, and by using the Service, the Customer accepts and undertakes to comply with the current version of these Terms and Conditions. Using the Service is prohibited if the Customer does not accept the Terms and Conditions or any part thereof. The Service and service level are described in more detail in the Instructions for Use. The Supplier is responsible for ensuring that the Service works as described. The Customer is responsible for ensuring that the described Service is suitable for the Customer's intended use and that the Service meets the Customer's requirements. The Supplier is not responsible for the functionality or coverage of the communication network.

The Supplier's right to suspend the provision of the Service is described later in this document.

Equipment

The Equipment covered by the Agreement include the humidity sensors, readers and base stations the Supplier provides for the Customer. Any equipment the Customer has purchased from a third party shall not be covered by the Agreement.

The Customer shall purchase the necessary number of humidity sensors and readers and obtain permanent ownership and rights of use to them, regardless of the validity of these Terms and Conditions.

If necessary, the Customer can rent a LoRaWAN base station for sensor communication from the Supplier at a list price. The base station shall be the property of the Supplier or a third party, it shall not become the property of the Customer and upon request, the Customer shall be obliged to return it to the Supplier without undue delay. For non-returned base stations, the Customer shall compensate the Supplier in accordance with the price list.

The Customer is responsible for the acquisition, functionality and costs of any other equipment, connections and software it needs for using the Service and ensuring that they meet the operating environment requirements of the Service. They are not covered by this agreement.

Changes to the Service

The Supplier has the right to make changes to the Service. If the Supplier changes the Service in a way that significantly affects the Service to be provided for the Customer, the Supplier shall make an effort to inform the Customer of the change well in advance.

If the change has a significant effect on the content or service level of the Service, after being informed of the change, the Customer has, for 30 days, the right to terminate the agreement concerning the use of the Service with a notice period of 30 days.

Processing of personal data

The data processed in the Service includes the following: information that the registered service users have provided about themselves and information collected during the use of the Service that is necessary for service use and the implementation of the related agreement.

Such personal data includes

- Contact information: first name, last name, phone number, email address, company name, address of the company's website;
- Job-related information, such as area of responsibility and duties;
- Classification information provided by the data subjects themselves (e.g. interests), IP address or other identifier, information collected from social media channels, customer feedback information and other information collected with the Customer's consent;
- Invoicing-related information, such as order information and information on payment behaviour, account number, email address, e-invoicing address, information on marketing consents and bans;
- Username, password, online-service addresses;
- Information related to participation in marketing campaigns (such as lotteries, competitions) and subscribing to the newsletter;
- Information collected by site analytics and other cookies;
- Event information, such as event attendance or sales and customer service contacts;
- Possible permits and consents;
- Any other information collected with the person's consent.

In accordance with Article 6 of the General Data Protection Regulation, the Supplier has a legitimate reason to process this data either for the implementation of the agreement if the user itself is party to the agreement or otherwise for a legitimate interest. As the controller, the Supplier is responsible for processing this personal data.

The Service may also contain other personal data provided by the user. As the controller, the Customer is responsible for the legality of such personal data, and the Supplier acts as the processor of the data. In accordance with Article 28 of the General Data Protection Regulation, with regard to this other personal data provided by the user, it is agreed that:

- The Customer shall define its intended use, only process personal data necessary for the intended use of the Service and, if necessary, delete the data with the help of the Supplier when the data is no longer necessary for the intended use or at the latest when ceasing to use the Service;

- This other personal data provided by the user may be of the same type as the above-mentioned personal data processed by the Supplier as a controller;
- If the user also provides the Service with other types of personal data in addition to the above, the user is obliged to notify the Supplier of this, the categories of data subjects and the intended use of the personal data separately in writing;
- The Supplier shall only process this personal data in accordance with these Terms and Conditions and the documented instructions provided by the Customer when necessary;
- Where possible, the Supplier shall assist the Customer in fulfilling the controller's obligation under the General Data Protection Regulation to respond to requests concerning the exercise of the data subject's rights;
- The Supplier shall help the Customer to ensure that the obligations set out in Articles 32–36 of the General Data Protection Regulation are complied with, taking into account the nature of the processing and the information available to the Supplier;
- The Supplier shall provide the Customer with the information necessary to demonstrate compliance with the obligations set out in Article 28 of the General Data Protection Regulation and allow and participate in audits performed by the Customer or an auditor authorised by the Customer, but the Customer shall reimburse the Supplier for all audit costs, including the time spent by the Supplier's personnel, in accordance with the Supplier's price list.

The Supplier may process all personal data provided by the user for direct marketing purposes in accordance with Chapter 24 of the Information Society Code.

The Supplier has an obligation to ensure that the persons entitled to process the personal data are bound by professional secrecy. In principle, this is achieved through the secrecy obligation referred to in Section 4 of the Employment Contracts Act and Section 35 of the Data Protection Act.

If the Supplier has to compensate data subjects for the Customer's breach or neglect of its obligations under the General Data Protection Regulation, the Customer shall reimburse the Supplier in full with late-payment interest in accordance with the Interest Act, regardless of any limitation of liability.

Rights to the Service and the data processed in it

All the rights to the Service, the programs contained therein, its appearance as well as the Supplier's materials and the related changes shall belong to the Supplier or third parties. No other rights than the explicitly agreed shall be transferred to the Customer.

The rights to the Customer's material and data shall belong to the Customer or third parties. The Supplier has the right to use the Customer's material and data for the purposes specified in the agreement. In addition, the Supplier has the right to use the data for service development and data analytics in a manner that does not disclose the Customer's trade secrets or identifiable Customer data to third parties. The Customer is responsible for its material and data and for ensuring that they do not infringe the rights of third parties or violate applicable laws.

Upon termination of the agreement, the Customer has the right to retrieve a report on the data within three months. Raw data can also be transferred to the Customer upon separate agreement and for a fee in accordance with the service price list. Three months after the end of the agreement, the Supplier has the right to delete the data from its system.

Right of use and service fees

The Customer may use the Service in accordance with this agreement. Service fees in accordance with the currently valid price list (...) shall be charged for the implementation of the Service and the Service, unless otherwise agreed. VAT shall be added to the prices. The Supplier has the right to change the recurring payment for a product or service by informing the Customer of the change in writing at least 90 days before the change takes effect. In that case, the Customer has the right to terminate the agreement for the product or service in question to end on the date the price change enters into force by informing the Customer of the matter in writing at least 30 days before the change takes effect.

The Supplier shall charge the Customer for the measures taken at the Customer's request with an hourly rate afterwards. The payment term is 14 days net from the date of the invoice. Late-payment interest shall be charged in accordance with the Interest Act.

Instructions for Use and Support

The Instructions for Use of the Service and Equipment are available on the Supplier's website (www.wiiste.com). The Supplier shall only provide the Customer with support related to the implementation of the Service and other support if it has been agreed separately. The Service only includes tasks related to the training of the Customer's personnel to the extent that has been agreed in writing.

Service interruptions

The Supplier has the right to suspend the provision of the Service for a reasonable period on weekdays between 6pm and 8am and on Saturdays, Sundays and public holidays for installation, modification or maintenance measures. The Supplier also has the right to suspend the provision of the Service due to installation, modification or maintenance performed on the public communications network; due to a security threat to the Service; when by law or an official order or due to a force majeure. The Supplier shall make an effort to provide information on the interruptions well in advance.

The Supplier has the right to prevent the Customer from accessing the Service if the Supplier has a justified reason to suspect that the Customer is stressing or using the Service in a way that threatens the provision of the Service to other users or materially violates the terms and conditions of this agreement.

Force majeure

The Supplier shall not be liable for any delay or damage resulting from an obstacle beyond the Supplier's control. Unless proven otherwise, for example the following shall be considered a force majeure: war; insurrection; fire; flood or comparable natural disaster; interruption in traffic, communications or electricity distribution; import or export ban or strike, lock-out, boycott or other comparable industrial action. An industrial action shall also be considered a force majeure when the Supplier is the target or a participant.

Subcontracting and transfer of the agreement

The Supplier has the right to use subcontractors to provide the Service. The Supplier is responsible for the activities of the subcontractors as if for its own.

Security and backup

The Supplier is responsible for the ordinary data security of the Service and, in the case of personal data, for the measures required by Article 32 of the General Data Protection Regulation.

The credentials required for using the Service shall be determined upon registration and changed when necessary. The Customer is responsible for ensuring that the users take care of the credentials and do not disclose them to third parties. The Customer is responsible for the use of the software service with its credentials.

The Supplier is responsible for backing up the Customer's data in the Service and ensuring that the data can be restored from the backup copies.

Warranty, service defects and limitation of liability

The Customer must check the functionality of the Equipment before its installation and use and ensure that it works in accordance with the latest Instructions for Use. If more than six months have passed since the Delivery Date, the Supplier shall not be liable for any defects or damages due to outdated calibration.

For Equipment covered by the agreement, the Supplier shall provide a warranty of 12 months (or longer, if agreed separately) from the Delivery Date. The warranty shall cover all defects related to the manufacture or raw materials of the products. At its discretion, the Supplier shall either replace the defective products with new ones free of charge or refund the price paid for them. The above exhaustively defines the Supplier's liability for the Equipment.

The Customer must use the Equipment in accordance with the latest Instructions for Use. The warranty does not cover any damage caused by normal wear and tear, exceptional operating conditions, use contrary to the Instructions for Use, careless handling or unauthorised modifications.

The prerequisite for the warranty is that the Customer has checked the functionality of the Equipment as described above.

The Supplier shall provide the Service to the agreed extent. If deficiencies are detected in the Service or if the Service does not function as described in the Instructions for Use, the Supplier shall correct the deficiencies and errors within a reasonable period of time. The Supplier shall not be liable for errors caused by the inaccuracy or incompleteness of the information provided by the Customer. Nor is the Supplier responsible for the functionality or coverage of the communication network.

If the Customer suspects that the Equipment provided by the Supplier is not working correctly or that the Services are incomplete or contain errors, the Customer must contact the Supplier immediately to agree on further measures for the verification of possible defects. The Supplier shall not be liable to reimburse costs that have been incurred by measures other than mutually agreed further measures, unless they have been necessary to prevent immediate damage before the Supplier has been contacted.

The Supplier shall make an effort to ensure that the provided Service is as functional and contains as few errors as possible. The Supplier cannot, however, guarantee that the Service will always be available without any interruptions or that no data will ever be lost. The Supplier's liability for errors and data loss is limited to what is defined as the service provider's liability by mandatory legislation. The Supplier shall not be liable for consequential damages, such as loss of income or profits; costs due to moisture damage or other damage to buildings that has gone unnoticed or the inability to use the building. In all cases, the Supplier's liability shall be limited to the price the Customer has paid for the Service and the Equipment covered by the agreement during the last twelve (12) months.

Delivery Date refers to the date on which the Customer has received the Equipment in question, regardless of when the Customer has commissioned the Equipment. Unless otherwise indicated, the Delivery Date shall occur two days after the Supplier has sent the Equipment to the Customer.

Validity of the agreement

These Terms and Conditions shall be valid for as long as the Customer is using the Service.

If these Terms and Conditions have been attached to the agreement and if not otherwise agreed on the validity of the agreement, the agreement shall enter into force when the Customer places an order with the Supplier and confirms it in writing. The person placing the order must have the necessary authority to place the order. A fixed-term agreement shall expire without notice after the expiration of the term. When the right-of-use period granted to the Customer in connection with the sale of the Equipment ends, the order becomes valid until further notice. Unless otherwise agreed in writing, an agreement that is valid until further notice may be terminated in writing to end three (3) months after the termination. The period of notice shall be calculated from the last day of the calendar month in which the agreement is terminated. If the Customer has paid the service fee for a certain period in advance and the agreement is terminated prematurely for a reason not attributable to the Customer, the Customer is entitled to a refund of the service fee paid in advance for the period not fulfilled.

Applicable law

Finnish law shall be applied to these Terms and Conditions.

Disputes

Efforts shall be made to resolve any disputes through negotiation. Disputes arising from the agreement shall be settled finally in arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The dispute shall be settled by one arbitrator. Claims regarding monetary reimbursements can, however, also be resolved in the General Court of the defendant's domicile if the defendant does not contest its obligation to pay. If the contracting parties so agree in writing, disputes arising from the agreement shall be settled in the General Court.