

Terms of Use

1 General

These Terms of Use ("Terms of Use") are applicable to MyTechnopolis service portal at <https://my.technopolis.fi> ("Service Portal") and orders and sales transactions for services available at the Service Portal ("Services"). The Service Portal is owned by and operated by or on behalf of, AS Technopolis Ülemiste, Lõõtsa 6, 11415 Tallinn, Estonia business identity code 11978111 ("Technopolis"), who is or acts on behalf of its Group company as the seller of the Services.

The use of this Service Portal Shop requires that the customer ("Customer") has concluded a separate written Service User Agreement with Technopolis regarding the use of the Service Portal. Technopolis provides employees named by the Customer ("Employee") with personal user identification and pin code in order for them to make purchases via the Service Portal. The Customer is responsible that the personal user identifications and pin codes are granted only to such Employees who have the right to make binding orders on behalf of the Customer. The Customer is solely responsible towards Technopolis for all orders made by using the personal user identifications and pin codes provided to its Employees. The Customer shall be liable towards Technopolis that its Employees comply with these Terms of Use. The Customer and the Employees are hereinafter jointly referred to as the "User".

By entering and using the Service Portal the User accepts these Terms of Use. If the User does not accept these Terms of Use, the User cannot use the Service Portal.

2 Content and Rights

The copyright, trademarks and other proprietary rights to the Service Portal and its content are held by Technopolis (or third parties).

The Service Portal is provided for the purpose of purchasing Services for the Customer's internal business use and is subject to the acceptance and compliance with these Terms of Use. The right of use is limited, non-exclusive, revocable and non-transferable.

The User may not, without prior written consent of Technopolis, copy, store, transfer, distribute or otherwise publish the Service Portal, any part thereof or any content of the Service Portal in any other way than as specifically provided hereunder.

The User may browse and use the Service Portal and its content, download any possible applications into the Customer's equipment and take 1-2 printouts of the Service Portal content solely for the internal business use of the Customer.

The User undertakes not to store, distribute, provide or in any other way publish in the Service Portal any unlawful or unethical material, nor to provoke or promote any such conduct.

The User undertakes not to store, distribute, send or otherwise provide in or through the Service Portal any material protected by copyright, trademark or other proprietary right without the right holder's permission.

The Service Portal may contain links to sites owned or maintained by third parties. Technopolis shall have no liability for the content of any such sites, or services or products offered therein. The User acknowledges that any individual applications or other materials included in the Service Portal may contain additional terms and conditions, such as end-user terms for computer software.

The User may not link or in any other way include the Service Portal or part of it to any other website without prior written permission of Technopolis.

Technopolis or any party co-operating with Technopolis shall have the right (but no obligation) to modify or publish any materials sent by the User to be published in the Service Portal. By sending such material to Technopolis, the User has granted Technopolis or any party co-operating with Technopolis a right to use, copy, modify and publish such material sent to be published in the Service Portal, unless otherwise separately agreed in writing.

3 Provision and use of the Service Portal

Technopolis has the right to provide the Service Portal as it deems appropriate. Technopolis reserves the right to make changes to the Service Portal, its availability, any equipment requirements needed for the use of the Service Portal and the Services portfolio supplied via the Service Portal without prior notice. If any such change necessitates changes to the operating environment or other devices of the User, the User shall make such changes at its own cost. Technopolis endeavors to notify of any possible material changes to the Service Portal on the Service Portal website. This notification requirement does not apply to any technical requirements, such as equipment or software updates.

Technopolis shall be entitled to interrupt the Service Portal where necessary for example due to the Service Portal, technical maintenance or update, or due to general data network installation or maintenance work, or if required by law, decree, governmental order or statement, or industry recommendation. Technopolis endeavors that such interruption is as short as possible and that only minimal inconvenience is caused. Technopolis has the right to terminate the Service Portal at its sole discretion. Technopolis endeavors to notify beforehand on the Service Portal website of any such interruption or termination.

The Service Portal may not be used in a manner that causes harm to Technopolis, other users or third parties. Technopolis shall be entitled to terminate or restrict User's access to the Service Portal without prior notice, if timely payments for Services purchased via the Service Portal are neglected, the User violates these Terms of Use, the User misuses the Service Portal or causes unusual overload to the Service Portal. Technopolis is entitled to prevent access to the Service Portal if it has reason to believe that the User is engaged in illegal activity or compromises other users' or Technopolis' data security or privacy.

Technopolis may use subcontractors to fulfill its obligations pertaining to the Service Portal and/or these Terms of Use.

4 Sales Terms and Prices

The Services included in the Service Portal have been defined in the Service Portal. The sale becomes binding on the Customer when the Employee places the order via the Service Portal.

All sales of Services are subject to Technopolis' General Terms and Conditions of Sale valid at the time of placing the order as well as the Service specific Special Terms and Conditions of Sale valid at the time of placing the order. The General and Specific Terms and Conditions of Sale valid from time to time are presented in the Service Portal. In case of discrepancies between the General Terms and Conditions of Sale and the applicable Special Terms and Conditions of Sale, the applicable Special Terms and Conditions of Sale shall prevail. In case of discrepancies between these Terms of Use and Technopolis' General and/or Special Terms and Conditions of Sale, Technopolis' General and/or Special Terms and Conditions of Sale shall prevail. The Customer accepts the General Terms and Conditions of Sale and the Special Terms and Conditions of Sale as binding on the Customer by the Employee placing the order.

Prices in force from time to time are specified in the Service Portal in connection with each Service. The prices are net prices. Value added tax and other applicable taxes valid from time to time shall be added to the price. Customer is solely responsible for all payments to be made to Technopolis for orders placed by the Employees.

Accepted payment methods are specified in the Service Portal. The User can pick the payment method to be used during the checkout process.

5 Disclaimer of Warranties, Limitation of liability

The Service Portal is provided on an "AS IS" basis without warranties of any kind. Technopolis does not warrant that the Service Portal is performed without interruption or without errors. Technopolis shall not be liable for the functionality and compatibility of the equipment or software used by the User. Technopolis endeavors to ensure that the Service Portal fulfills reasonable data security requirements but cannot be held liable for any damages caused by deficiency of or risks in data security.

Technopolis does not make any warranties for the accuracy, completeness or reliability of the information or other material or the Service Portal itself, or for the content or other qualities of the Services provided in or through the Service Portal. The User assumes sole responsibility for the use it makes of the Service Portal and the content thereof to achieve its intended results.

The User shall be liable for obtaining and ensuring the functionality of the equipment, connections and software required for using the Service Portal, and that such equipment, connections and software do not cause nuisance, interruption or damage to Technopolis or other Internet users. The User shall be liable that the User does not violate other users', Technopolis or third parties' rights when using the Service Portal. The User shall be liable for the data security of its computers, data system or other similar data equipment as well as for paying for the data communications costs occurred from using the Service Portal. The User acknowledges that Internet as an environment may cause defects in the operation of the Service Portal and data system, and that the data systems in general may cause data security risks.

The User shall be liable to Technopolis and other parties for all damages caused by actions contrary to these Terms of Use or the law.

Technopolis shall not be liable towards the User or as regards the User's property (including, inter alia, User's computer systems and other equipment and the data content therein) for any possible direct, indirect or unexpected damages to the extent allowed by applicable mandatory law. The limitation of liabilities contained in Technopolis' General Terms and Conditions of Sale and the Special Terms and Conditions of Sale shall apply with respect to the sale of Services.

6 Collection and Processing of Personal Data

By signing of the Service User Agreement the Customer confirms that it has the due consent in the meaning of § 12 of the Estonian Personal Data Protection Act from all of the respective physical persons for forwarding their personal data to Technopolis and that such consent includes processing such personal data by Technopolis for the purpose of providing MyTechnopolis services. The Customer shall be liable for any possible damages occurred to Technopolis from any lack of or deficiencies in such consent. Technopolis undertakes to protect the privacy of the User and to use the personal data in a reliable and lawful manner. Please see the Description of Database for further details on processing of personal data <https://my.technopolis.fi>.

The User may check and update the personal data of the User through the user interface of the Service Portal or by sending an e-mail to Tallinn@technopolis.ee.

7 Use of Cookies

In order to enhance the Service Portal, certain data may be transferred to the User's computer. Such data is commonly known as "cookies" and it is used in many websites. Cookies are data that is stored on the User's computer hard-drive or browser and not on the website of the Service Portal. Typically cookies enable the collection of certain data of the computer, such as IP address, operating system, browser type and website addresses accessed by the user.

As cookies provide information on when and how Users are using the Service Portal, Technopolis is able to develop the Service Portal by using cookies. Unless the User does not wish to receive cookies or the User wishes to be notified before a cookie is stored into its computer, the User can adjust the browser settings accordingly. However, if cookies are not allowed, it may be possible that the User cannot use the Service Portal or parts thereof.

8 Amendment of Terms of Use

Technopolis reserves the right to amend these Terms of Use as needed without prior notice. Users are advised to regularly check the Terms of Use applicable from time to time.

9 Applicable Law and Dispute Resolution

The applicable law to these Terms of Use and contractual relationship relating thereto shall be Estonian law. Any disputes deriving from these Terms of Use and the contractual relationship relating thereto shall primarily be settled amicably. If a settlement cannot be reached, the dispute shall be then settled at court in Estonia.

10 Contact details

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Contact: Tallinn@technopolis.ee