

SPORTACAM TERMS OF USE

Updated 11 May 2015

1. PARTIES AND CONTRACTUAL RELATIONSHIP

- 1.1 These terms of use and the Sportacam Privacy Policy (together "**Terms of Use**") govern the contractual relationship between Sportacam Oy (Business ID 2630758-8), a company duly incorporated under in in Finland and having its principal place of business at Fredrikinkatu 61 A, 00100 Helsinki, Finland ("**Company**"), and yourself ("**You**") as regards the Sportacam website, the Sportacam service and any applications, including mobile applications, made available by Sportacam (together the "**Service**") offered to You by the Company.
- 1.2 By using or accessing the Service in any way, You acknowledge, represent and warrant that You have reviewed these Terms of Use, have the right to accept these Terms of Use and agree to be bound by these Terms of Use. If You do not agree to these Terms of Use, do not access or use the Service.

2. THE SERVICE

- 2.1 You are granted, by the Company the right to use the Service in accordance with these Terms of Use.
- 2.2 The Company is in no way responsible or liable for any use of the Service by You or by any party. The Service contains content and material posted by third parties, as well as links to third party web sites and service. The Company does not actively monitor, and is in no way liable for any such content, material or third party websites or Services. You use the Service solely at Your own risk.
- 2.3 The Company provides the Service free of charge. You understand and agree, however, that normal carrier data rates and fees are applicable when using the Service. The Service may contain advertising, and by using the Service, you agree to that the Company and third parties may display advertising in connection with using the Service.
- 2.4 The Company shall have the right to change or update the Service or any part thereof at any time. The Company undertakes to use reasonable efforts to inform You in advance of any material changes to the Service that may affect Your use of the Service in an adverse way.
- 2.5 The Company shall have the right to terminate the Service, or Your access to the Service, as well as these Terms of Use at any time, for any reason, without notice and without any liability to You. The Company reserves the right to refuse anyone the access to the Service at any time for any reason.
- 2.6 The Company shall have the right to remove at any time, for any reason and without any liability to You, any content You upload, post, or otherwise supply to the Service ("**Content**"), such Content to include without limitation any photos, videos, audio, text, comments, likes, usernames, links and files.
- 2.7 You may terminate the use of the Service at any time by logging into Your user account and completing the procedure for terminating Your user account.
- 2.8 Upon the termination (for any reason) of Your use of the Service, Your rights under these Terms of Use shall cease immediately. Any Content You have published in the

Service will no longer be accessible through Your account, but may persist and appear in the Service, if shared by other users of the Service. In addition, copies of such Content may persist in back-up copies of the Service.

3. USE OF THE SERVICE

- 3.1 You must be at least thirteen (13) years old to use the Service.
- 3.2 You agree, at all times to use the Service fully in compliance and in accordance with these Terms of Use. Any violation of these Terms of Use or their spirit shall cause the Company to have the right, at its sole discretion, to terminate Your user account and/or these Terms of Use and/or suspend the provision of the Service to You without notice.
- 3.3 You are solely responsible for any activities or omissions that occur through Your user account. You agree to keep Your user account and Your password confidential and secure from third parties and agree to ensure that third parties do not use the Service with Your user account. You will not create multiple user accounts or user accounts for any other party than Yourself.
- 3.4 You represent and warrant that any and all information You provide to the Company at any time (including without limitation when registering Your user account) will be true, accurate, current and complete, and You agree to update such information as necessary to maintain it conforms with the aforesaid.
- 3.5 You may not use the Service for any illegal, unauthorized, inappropriate or unethical purpose or activities. Such activities include without limitation activities related to drugs, alcohol or tobacco, weapons, hazardous materials, stolen items, hate items, pornography, mature content, human trafficking, unwanted email, comments, likes or other forms of harassing communications, spam, transmission of worms, viruses, spyware, malware or software of a destructive or disruptive nature, spying, phishing, soliciting or distributing personal information or other non-public information, bullying, stalking, impersonating or intimidating third parties and other similar activities. You shall not use the Service to collect Content or information of other users of the Service. You agree to use the Service in compliance with applicable laws and regulations at all times.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 All intellectual property rights to the Service and any content posted by the Company to the Service are the sole and exclusive property of the Company or third parties. The Sportacam name and logo are trademarks of the Company, and You agree not to use such trademarks without the prior written permission of the Company.
- 4.2 You understand that any Content you publish in the Service can be accessible to third parties, including parties that are not users of the Service. Do not post any Content to the Service You are not comfortable sharing publicly. You may, however, control the use and visibility of certain Content from the privacy settings of Your user account. The use of any Content by the Company is subject to the Privacy Policy of the Service and your user account's privacy settings.
- 4.3 You shall be solely responsible for any Content You upload, post, publish or otherwise supply to the Service. You represent and warrant that You have the right to upload, post or otherwise supply the Content to the Service and that the Content or any use thereof does not violate any third party intellectual property rights.

- 4.4 These Terms of Use do not constitute any transfer of intellectual property rights in the Content from You to the Company. You grant, however, to the Company, a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, fully paid-up, transferable, sub-licensable license to use, transfer and modify the Content in any way ("**License**"). You represent and warrant that You have the right to grant the License to the Content to the Company (meaning in particular, and without limitation media of any kind showing sporting events). The License shall survive the termination of these Terms of Use.

5. LIMITATION OF LIABILITY

- 5.1 The Service is provided on an "as is" and "as available" basis without any warranty of any kind, and You are solely responsible for Your use of the Service.
- 5.2 To the maximum extent permitted by law, the Company shall not have any responsibility or liability for the Service or Your use thereof.
- 5.3 The Company shall not be liable for any direct, indirect or consequential damages or losses of any kind under any circumstances.

6. OTHER PROVISIONS

- 6.1 The Company may change or amend these Terms of Use at any time by posting the changed information and documents at the Company's website at www.sportacam.com and/or by using its reasonable efforts to inform You of the change via email, at the Company's website, via the Company's applications or otherwise. Should You not wish to continue to use the Service under such amended Terms of Use, You may terminate these Terms of Use to end on the date on which the relevant changes would take effect by informing the Company of such termination before the relevant date, or by ceasing to use the Service. By continuing or resuming to use the Service following such changes or amendments, You agree to be bound by the changed or amended Terms of Use. Any other modifications to these Terms of Use must be made in writing and duly executed by both parties.
- 6.2 These Terms of Use constitute the entire agreement between You and the Company with respect to the subject matter hereof, and supersedes all proposals, oral or written, all previous negotiations, and all other communications between You and the Company with respect to the subject matter of these Terms of Use.
- 6.3 If any provision of these Terms of Use is held unenforceable, the remaining provisions of these Terms of Use will remain in full force and effect.
- 6.4 You may not assign these Terms of Use or any of Your rights and obligations hereunder to any third party. The Company may assign these Terms of Use and any of its rights and obligations hereunder to its affiliate or a third party at any time without notice.

7. APPLICABLE LAW AND DISPUTE RESOLUTION

- 7.1 These Terms of Use shall be governed by the laws of Finland, excluding its choice of laws provisions.
- 7.2 Any dispute, controversy or claim arising out of or relating to these Terms of Use, or the breach, termination or validity thereof, shall be resolved by Finnish courts, with the Helsinki District Court as first instance.