

Nonono.io Terms of Use

These terms of use were updated on 1.7.2017.

By using the nonono.io website ("Website") and the services provided on, from or through the Website (collectively the "Service") or by registering as a user of the Service, you accept the following terms of use (the "Agreement" or the "Terms").

The Service is made available by Nonono.io Oy, a company registered in Finland (business ID 2675179-3) with US address at 559 Greer Rd, Palo Alto, CA 94303 ("Nonono.io"). These Terms constitute a binding agreement between you and NONONO.IO. A description of the Service and information on system requirements, functionalities and interoperability of the Service are available on the Website.

These Terms shall also apply to your use and installation of any possible applications or software relating to the Service, which may be downloaded by you from the Website or from third-party partner websites or platforms. Additional terms and conditions may apply to your use and installation of the applications.

Using the Service is governed also by our Privacy Policy, which is incorporated into these Terms by this reference. In the event of inconsistency between these Terms and the Privacy Policy, these Terms shall prevail.

1 REGISTRATION

In order to access the Service, you will have to register to the Service that will grant you a free subscription to the Service ("Subscription"). NONONO.IO offers different types of subscriptions for businesses containing different service functionalities and amounts of user licenses as set out on the Website.

When registering to the Service, you must provide such registration and other information to NONONO.IO as requested by NONONO.IO from time to time. If you register as a company, association or any other legal entity you confirm that such entity and each person using the Subscription of such entity accepts these Terms. BY REGISTERING A COMPANY OR OTHER LEGAL ENTITY, THE REPRESENTATIVE REGISTERING THE COMPANY PERSONALLY REPRESENTS AND WARRANTS THAT THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE AND THAT THE PERSON REGISTERING A LEGAL ENTITY IS AUTHORISED TO BIND THE ENTITY INTO THIS AGREEMENT.

If you register as a private person, by agreeing to these Terms, you confirm that you are at least 14 years old and have the legal capacity to accept and be bound by these Terms and/or have obtained your legal guardian's consent where necessary. Any access to or use of the Service by anyone under 14 is expressly prohibited. You also warrant that any registration information that you submit to us is true, accurate and complete.

It is your responsibility to keep your user name and password used for registering to the Service confidential. The user name and password are personal and may not be transferred or disclosed to any third party. You undertake to notify NONONO.IO immediately of any known or suspected unauthorised disclosure or use of your user name and password. Until receipt of such notification by NONONO.IO, you are responsible for all use of your user account.

2 USE OF SERVICE

NONONO.IO hereby grants to you a personal, revocable, limited, non-exclusive and non-transferable right to use the Service during the term of this Agreement, subject to and limited by the type of your Subscription. All Intellectual Property Rights in and to the Service are and shall at all times remain the sole and exclusive property of NONONO.IO and/or any relevant third parties. Nothing in this Agreement shall constitute a transfer of any Intellectual Property Rights of NONONO.IO or any third party to you. All rights not expressly granted to you herein shall be retained by NONONO.IO. For the purposes of this Agreement "Intellectual Property Rights" shall mean copyrights and other similar rights and related rights (including database and catalogue rights), patents, utility models, trademarks, trade secrets, know-how and any other form of registered or unregistered intellectual property rights as well as any applications for any of the foregoing.

You understand that NONONO.IO is continuously developing the features and the functionality of the Service. NONONO.IO may, from time to time, under its sole discretion, modify and update the Service or a part thereof and may cease to provide the Service in whole or in part. The Service may also be temporarily unavailable for maintenance or other reasons.

You agree to use the Service only pursuant to these Terms and in compliance with any and all applicable laws and regulations, and not to reproduce, modify, translate, distribute, sublicense, or create derivative works based on, the Service. You also agree not to (i) reverse engineer, decompile, hack or disassemble the Service, except as expressly permitted by law; (ii)

access the Service through any technology or means other than the Website or other means explicitly authorized by NONONO.IO from time to time; (iii) engage in any illegal or unauthorized conduct on or through the Service. You agree to comply with all applicable export control laws and regulations in the US and elsewhere.

You are responsible for obtaining the equipment, connections and software required for using the Service. If changes in the Service made by NONONO.IO require changes in your equipment, connections or software, you are responsible for making such changes at your own expense.

3 CUSTOMER DATA

You shall be solely responsible for the content you upload to the Service ("User Content"). You warrant that you own or have the necessary licenses, rights, consents, and permissions to upload your User Content to the Service and that the User Content does not violate applicable law or the intellectual property rights of others. You agree not to submit to the Service, or transmit to other users of the Service, any defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive, or illegal material.

For sake of clarity, you retain all of your ownership rights in your User Content. However, by submitting User Content to the Service, you grant NONONO.IO a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use the User Content in connection with the Service.

NONONO.IO retains a right to review the User Content, and reserves the right to remove any User Content for any reason, including but not limited to User Content that violates these Terms.

You agree to indemnify, defend and hold NONONO.IO (and its subsidiaries, affiliates, officers, employees, agents, partners or licensors) harmless from and against any and all claims, demands, damages, losses and expenses (including but not limited to reasonable legal fees) made by other users or any third party due to or arising out of any acts by you, including but not limited to any User Content submitted by you, in connection with using the Service. Nothing in these Terms shall be deemed to exclude or limit your liability in respect of any indemnity given by you under these Terms.

In case the User Content contains any personal data of third parties to the Service, you (or the entity you represent) act as data controller of such personal data.

We disclaim any responsibility for the backup and/or retention of any User Content transmitted to the Service.

4 FEES AND PAYMENT

The fees applicable to using the Service are made available at the Website or by request (dudes@nonono.io). Fees may vary in different territories and for different customers and Subscriptions.

By purchasing a paid Subscription, you authorize us to charge you a recurring subscription fee either through automatically billing your credit card or against invoice issued by NONONO.IO as described on the Website. The subscription fee will be billed at the beginning of the agreed billing period of your Subscription and each billing period thereafter unless and until you cancel your Subscription. The cancellation will take effect on the day after the last day of the current billing period. We will not refund any subscription fees already paid to us.

NONONO.IO may change the fees charged for the Subscriptions from time to time and will notify such changes to you in advance. By continuing to use the Service after such price change, you accept the amended subscription fees.

5 NO WARRANTY

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW NONONO.IO MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED WITH RESPECT TO THE SERVICE, AND DISCLAIMS ALL RESPONSIBILITY AND LIABILITY FOR ITS QUALITY, PERFORMANCE, ACCURACY, AVAILABILITY, MERCHANTABILITY, SECURITY, RELIABILITY, OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. MOREOVER, YOU AGREE THAT WE DO NOT HAVE RESPONSIBILITY OR LIABILITY FOR THE DELETION OF, OR THE FAILURE TO STORE OR TO TRANSMIT, ANY MATERIAL OR CONTENT AND OTHER COMMUNICATIONS MAINTAINED IN THE SERVICE. WE MAKE NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM THE SERVICE OR OUR REPRESENTATIVES, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

DEPENDING ON YOUR COUNTRY OF DOMICILE, THIS SECTION MAY NOT APPLY TO YOU. THIS SECTION DOES NOT LIMIT NONONO.IO'S STATUTORY LIABILITY FOR DEFECTS IN THE SERVICE OR DELAYS IN DELIVERING THE

SERVICE OR YOUR STATUTORY REMEDIES FOR SUCH DEFECTS OR DELAYS UNDER ANY APPLICABLE MANDATORY CONSUMER PROTECTION LAWS.

6 LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL NONONO.IO OR ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS OR LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER OR NOT NONONO.IO KNEW OF OR OUGHT TO HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

DEPENDING ON YOUR COUNTRY OF DOMICILE, THIS SECTION MAY NOT APPLY TO YOU. THIS SECTION DOES NOT LIMIT YOUR STATUTORY RIGHTS AS A CONSUMER TO CLAIM DAMAGES FOR DEFECTS IN THE SERVICE OR DELAYS IN DELIVERING THE SERVICE UNDER ANY APPLICABLE MANDATORY CONSUMER PROTECTION LAWS.

7 TERM AND TERMINATION

These terms and conditions come into effect when you accept them and they are in force until further notice.

NONONO.IO may terminate this Agreement at any time with a one month prior notice. You may cancel your paid Subscription at any time, and you will continue to have access to the paid Subscription through the end of your billing period whereupon the Agreement will be terminated. You will not be refunded any payments you have made prior to termination for the use of Service.

For consumers in the EU: By purchasing a Subscription, you give your consent to the immediate digital delivery of the Service to you by NONONO.IO.

8 COPYRIGHT INFRINGEMENT

We respect the intellectual property rights of others. We will respond expeditiously to claims of copyright infringement using guidelines and procedures set forth in Section 512 of the Digital Millennium Copyright Act of 1998 ("DMCA"). If you see any material on the Service that in your good faith belief may infringe someone's copyright, you may notify us by e-mailing us at dudes@nonono.io and by inserting "Copyright" in the subject line. In order for it to be effective, your notice, also known

as a takedown notice, must include the following information: (i) the identity of the original copyrighted work that you claim is infringed or - if your notice covers multiple copyrighted works - you may provide a representative list of the copyrighted works that you claim have been infringed; (ii) a sufficiently detailed description of the content on the Service that you claim infringes the copyrighted work; (iii) your contact information, including your full name, mailing address, telephone number, and email address, if available; (iv) a statement that you believe in good faith that the use of the allegedly infringing content on the Service is not authorized by the copyright owner, its agent, or the law; and (v) this statement: "I swear, under penalty of perjury, that the information in this notification and complaint is accurate and that I am the copyright owner, or am authorized to act on behalf of the copyright owner of an exclusive right that is infringed"; and (vi) a physical or electronic signature of the copyright holder or a person authorized to act on their behalf.

9 MISCELLANEOUS

Links to Third Party Websites. The Service may contain links to websites owned and/or operated by third parties. Such links are provided for informational purposes only. We are not responsible for any such third-party and do not have control over any materials made available therein. Our inclusion of a link to a third-party website does not in any way imply our endorsement, advertising, or promotion of such websites or any materials made available therein. By accessing a third-party website you accept that we do not exercise any control over such websites. We have no responsibility for such third-party websites. We encourage you to familiarize yourself with the terms of service applicable to any third-party website you may access.

Governing Law and Dispute Resolution. Unless otherwise required by a mandatory law, this Agreement shall be governed by and construed in accordance with the laws of Finland, without reference to its conflict of laws or private international law provisions. If you are a consumer domiciled in the EU, please note that you cannot be deprived of the rights granted to you by the mandatory consumer protection laws of your country of domicile. All disputes that cannot be solved amicably shall be settled by the district court of Helsinki, Finland, unless otherwise stipulated by mandatory law. As a Finnish consumer, you may always initiate proceedings in the court of your domicile or refer a dispute to the Finnish Consumer Disputes Board (please see kuluttajariita.fi for instructions).

Force Majeure. A party shall not be deemed to be in breach of this Agreement as long as its failure to perform any of its obligations hereunder is caused solely by labour disturbance, fire, act of war or nature, information network or telecommunication network malfunction, government order or any other, similar cause beyond the party's reasonable control. If such event persists for over one (1) month, a party may terminate this Agreement immediately upon written notice to the other party.

Assignment. Unless expressly agreed otherwise herein, neither this Agreement, nor any interest hereunder shall be assignable by either party without the prior written consent of the other party. Notwithstanding the foregoing, NONONO.IO shall be entitled to assign and transfer this Agreement as a part of a sale of its business operations pertaining to this Agreement or a part thereof. Furthermore NONONO.IO is entitled to assign its rights to collect receivables related to paid Subscriptions to a third party collection agency.

Amendments. NONONO.IO reserves the right to change the Terms of this Agreement from time to time in its sole discretion in which case the revised Terms will be notified to you by posting them on the Website. If you are an existing user of the Service, by continuing to use this Service following such changes you agree to be bound by the amended Agreement after a period of one (1) month from the date of notice.

Entire Agreement. These Terms, any applicable additional terms included in the Service, and any documents expressly incorporated by reference herein (including NONONO.IO Privacy Policy), contain the entire understanding of you and NONONO.IO, and supersede all prior understandings of the parties hereto relating to the subject matter hereof.

Waiver and Severability. Our failure to exercise any rights under these Terms shall not constitute or be deemed a waiver or forfeiture of such rights or a waiver or forfeiture of such rights in the future. If any term or provision of this Agreement is held to be illegal or unenforceable, the validity of the remainder of this Agreement shall not be affected.

Contact information. Should you have any questions or complaints, you may contact NONONO.IO at dudes@nonono.io or by sending us a letter at 559 Greer Rd, Palo Alto, CA 94303.