

Privacy Management Tool

Terms and conditions of use

Effective as of 04/19/2022

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1. Definitions

The Privacy Management Tool (hereinafter referred to as “Privacy Management Tool” or “Service”) is a service supplied by Xcure Ltd (2029713-9) (hereinafter referred to as “Supplier” or “Xcure”) available at [privacymanagementtool.com](https://www.privacymanagementtool.com) or tietosuoja.fi. The use of the Service by a person or organisation (hereinafter referred to as “Customer”) constitutes acceptance of these terms and agreement to be bound by these Terms of Use and the Contract Terms (hereinafter referred to as “Terms”).

2. Intended purpose

The Privacy Management Tool is a service developed by Xcure intended for use by organisations to manage their privacy work and to demonstrate that the organisation is compliant with the responsibility for accountability as detailed in the Data Protection Regulation.

The Privacy Management Tool allows Customer’s data protection officer or the person responsible for data protection in the organisation (hereinafter referred to as “Main user”) to manage the content and tasks related to privacy and data protection within the organisation.

3. Free trial period and entering into a contract

The agreement is made and entered into, once Customer has registered and accepted these Terms.

The Supplier grants Customer a temporary right to use the Service on the basis of the registration made by the Customer. The Customer is offered a free trial period of 14 days or according to a separate offer. Free trial period ends automatically or based on the subscription by Customer.

Customer subscribes to the Service by entering the organisation's billing information on the organisation form or by placing an order directly with the Supplier. Customer agrees to pay the applicable price, described in the price list or in another offer, for the right to use the Service.

4. The term and termination of the contract

The subscription and the right of use is valid for an indefinite period or until Customer terminates the subscription or it is terminated in the case that the Supplier does not receive payment for the invoice charged for the right of use for the Service.

When there is no other agreement in place, the term of the contract is one (1) month. The contract will be renewed automatically at the end of each term for a further term of one (1) month unless either party gives the other written notice of termination at least 28 days prior to the end of the relevant term.

Termination must be given in writing and sent by mail or by e-mail to the address detailed in these Terms or through the electronic system managed by Supplier.

Supplier has the right to terminate Customer's right of use in case payment has not been made by the payment due date. Any payment under the Terms made after the date such payment is due and payable can bear interest at a rate permitted by Applicable Law and Customer is liable for any costs incurred from payment reminders, re-opening of the Service and possible recovery costs.

5. Changing or transferring the contract

Supplier reserves the right to change these Terms with a minimum of one (1) month's prior notice.

Customer does not have the right to transfer the contract and the right of use for the Service to a third party without consent from the Supplier.

The Supplier has the right to transfer the contract and the Services to a third party by notifying Customer.

6. Liabilities and responsibilities of Supplier

Supplier has put in place the functionalities and content of the Service making use of several sources provided by authorities, information provided in the Regulations of the European Union and the experience of an extensive network of experts on information security and data protection. Supplier does not guarantee the accuracy of the information provided through the Service but aims to offer the most reliable and up-to-date information available.

Supplier seeks to prevent loss of data by backing up the Service and the information it contains regularly.

Supplier seeks to prevent unauthorised use and faults in the information system through technical measures.

Supplier does not guarantee a level of service, accuracy, usability or performance for the Service. However, Supplier seeks to ensure the functionality of the Service and perform maintenance measures in a way that causes the least harm for the use of the Service.

7. Liabilities and responsibilities of Customer

Customer must provide Supplier with up-to-date contact details on the Information on the organisation form.

Customer agrees to follow the instructions provided by Supplier and these Terms while using the Service and to use the Service following laws, regulations and according to good practice.

Customer agrees to keep their login information confidential and not to disclose them to any third party. Customer is responsible for the use of login information and the activity that results from their use in the Service, whether direct or indirect, as well as the costs and damages caused by misuse including costs of investigation and repair. Customer must immediately inform Supplier if they become aware of any incident where any login information has been disclosed to a third party or if they suspect misuse.

The right of use for the Service is personal. In the Service, Customer can grant rights of use, responsibilities, and tasks to other persons in the organization and, under certain conditions, also with users of third organizations. Customer is responsible for providing each user with a personal right of use. In addition, Customer is responsible for determining the extent of the right of use for each user.

Customer is solely responsible for terminating the right of use for a user who due to termination of employment, change of role or for any other reason is no longer entitled to use the Service.

8. Immaterial rights and the right of use

All the immaterial rights related to the Service, its contents and functionality are the exclusive property of Supplier. Copying or distributing the contents of the Service, except as explicitly provided in these Terms, is strictly prohibited.

Customer retains the right to all content they submit into the system. Customer is reliable for any content they submit including that such content complies with applicable laws, rules, and regulations. Customer is responsible for the information entered by the Main user or other users from the organisation as well as the changes they make to the content. The Customer grants the Supplier the right to process such information to the extent necessary to provide the Service.

Supplier grants Customer the right to use the Service for internal use within the organisation. Customer does not have the right to sell, resell, distribute, transfer or sublicense the Service without a separate contract drafted with the Supplier.

9. Prices and changing the prices

The price list or another offer contains definitions and prices for the services used by Customer. Supplier reserves the right to change the prices for the Service with one (1) month's prior notice. Customer has the right to terminate their use of the Service before the new pricing takes effect. Supplier reserves the right to increase the price of the service annually without separate notice in accordance with the cost-of-living index.

10. Limitation of liability and compensation

Supplier does not accept liability for the information or the accuracy of information entered by Customer using the Service. In no event shall Supplier be liable to Customer or its partners or final customers for any direct or indirect damages, that could be caused by the use of the Service or the information contained in the Service. Indirect damages include loss of anticipated profits or damages caused by reduction or interruption in production or loss of revenue or not meeting responsibilities towards a third party.

Supplier is not liable for disruption caused by actions of third parties, such as disruptions in networks and information systems, hacking, disruption caused by malicious software or damages or anything else that is not expressly a responsibility of Supplier. Supplier is not liable for breach of the agreement or responsible for damages caused by delay or failure to perform its obligations hereunder in case it is caused by circumstance substantially beyond the control of the party to be charged (Force Majeure).

Supplier is not liable for loss, damage or alteration in Customer's data or files or the damage or costs caused by them including the cost of creating new files.

Supplier's total liability will not exceed in aggregate the amount paid or payable by customer to Supplier for the Service in the six (6) months preceding the claim, excluding VAT.

None of the limitations in this section excludes liability for damages caused by use, copying or supply of the Service which is against the law or Terms or caused on purpose or by negligence.

11. Processing of personal data

The Supplier processes the personal data stored by the Customer in order to provide the Service. The processing of personal data complies with the applicable data protection legislation. The Supplier's responsibilities and obligations regarding processing of personal data are defined in the Data Protection Addendum attached to these Terms and Conditions.

12. Other terms and conditions

Both the supplier and the customer commit themselves to keep the other party's trade secrets and other confidential information secret.

The Supplier has the right to use the Customer's name and logo for reference purposes, unless the Customer has expressly prohibited it.

13. Applicable law and settlement of disputes

The agreement shall be governed by the laws of Finland. Disputes are primarily resolved

through negotiation. Any dispute, controversy or claim arising out of or relating to the agreement, or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The place of arbitration is Helsinki.

Even if any provision of this Agreement is held to be invalid, illegal or unenforceable, it will not affect the validity of any other provision of this Agreement, but will remain in full force and effect.

14. Addenda to the contract terms and order of precedence

These Terms are subject to the following addenda in the following order:

- [Data Protection Addendum](#)
- [Privacy statement](#)