



TERMS OF USE OF THE UNIOFY SERVICE

By using the Service you agree to be bound by these terms of use (“Terms of Use”) and agree to abide by these Terms of Use. Please read these Terms of Use carefully before using the Service. These Terms of Use shall be applied to any and all use of the Service.

These Terms of Use are binding on the User for as long as the User uses the Service. In case a User does not accept these Terms of Use or wishes to terminate the Agreement formed by these Terms of Use between Uniofy Oy and the User, the User must cease all use of the Service, delete/uninstall the application that the User may have installed for the use of the Service and refrain from sharing or uploading any content or information in the Service.

1. DEFINITIONS

- 1.1. **“Service”** shall mean the digital application called Uniofy provided by Uniofy Oy
- 1.2. **“You”** or **“User”** shall mean a natural person using the Service and/or a natural person who has given his/her consent to processing of his/her Personal Data in the Service.
- 1.3. **“Customer”** shall mean a legal person that has adopted the Service in order to digitalise its activities.
- 1.4. **“Service provider”** shall mean Uniofy Oy that provides the Service.
- 1.5. **“Personal Data”** shall mean any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 1.6. **“Working environment”** shall mean the digital environment within the Service that is administered by the Customer, and the Users of which are members, shop stewards, personnel and potential members of the Customer.



2. DESCRIPTION OF THE SERVICE

- 2.1. Uniofy is a software service (SaaS) through which a trade union can digitalize its activities and offer digital solutions for the needs of its members, shop stewards, personnel, potential members and other stakeholders. The Service offers an application enabling peer-to-peer activities so that trade union members, shop stewards, personnel and potential members can carry out their respective tasks in said trade union and to receive and utilize services and carry out the purpose of their trade union.

3. USE OF THE SERVICE

- 3.1. Users of the Service must be at least 15 years of age. Users are natural persons. By using the Service You hereby represent and warrant that You are at least 15 years of age.
- 3.2. Users have a personal profile in the respective Working environment, where all relevant information regarding the use of the Service is stored. When registering as a User of the Service, each User activates his/her personal profile as his/her user account. Each user is able to use and access functionalities of the Service within his/her user account in accordance with and depending on which user group the User belongs.
- 3.3. The user ID and password of each User are personal, and the User agrees not to disclose his or her user ID and/or password to any third party. Additionally, the User agrees to store his/her user ID and password in a safe manner so that others cannot access them. Users shall not allow others to use their user account on their behalf in any manner.
- 3.4. Features and functionalities of the Service may vary between different Working environments, and the Service may contain various functionalities based on specific needs of the Customer and of Users. Functionalities may entail different rights for Users to e.g. see, add or modify information within a Working environment. The content and scope of user rights of each User are defined by standard user right groups associated with user roles defined by the Customer that administers the relevant Working environment.



- 3.5. Certain functionalities in the Service may be used so that an unregistered or registered User gives his/her consent to store/upload necessary information in the Service to a User who has the required user rights in order to store/upload said information based on said consent. In case the User giving the abovementioned consent does not have a personal profile within the Service, one is formed for such User in connection with the use of the abovementioned functionality based on the consent of the relevant User. In connection with asking the abovementioned consent will be informed of the personal profile and its meaning. Only information that the relevant person has given himself/herself in connection with giving his/her consent will be stored to the personal profile. In the situations referred to in this Clause 3.5, User to whom a personal profile has been created based on their consent can withdraw his/her consent at any time by notifying the Customer.
- 3.6. To the extent the user rights of a User enable processing of Personal Data, the privacy policy/description of the data file of the Customer shall apply to such processing. Working environments may contain information that shall not be disclosed to third parties. Such information may be e.g. information concerning employers or other employees in a local working community.
- 3.7. Users agree to abide by these Terms of Use when using the Service. Additionally, Users agree to behave in accordance with good manners and in good faith. In case a User generates/uploads content such as text, messages, information, media, pictures or the like into the Service the User shall be liable for ensuring that such content are legal, truthful, appropriate in nature and that such content does not injure or insult any person or group of persons. The Service provider and the Customer shall in any case have the right to delete information, messages, text, content or other material that Users have stored or uploaded in the Service without notifying or justifying the deletion. A User may be blocked from the Service and the agreement between the Service provider and the User concerning the Service may be terminated in case a User breaches these Terms of Use as explained in more detail in Section 7 below.
- 3.8. The Service may have functionalities that enable You to upload, post or otherwise insert content that is visible and accessible for other Users of the Service. The content may be e.g. videos, links, news, text, pictures, music etc. In case You upload, post or otherwise provide content in the Service You must ensure that You have the necessary



rights to do so (said activities may require a license from the respective rights holder(s) of the relevant content).

3.9. Users who add Personal data to the Service shall ensure that they have the appropriate consent or other legitimate grounds for storing and processing of Personal Data. Users who add Personal Data into the Service shall be responsible for ensuring that such Personal data is correct and up-to-date. Personal Data within the Service may only be used for the purposes of interest promotion, union work and campaign work related to the basic task of the Customer. Personal Data shall not be disclosed for any other purposes. The Service provider and the Customer that administers the relevant Working environment shall always have the right to delete Personal data that Users have added in the context of the situations mentioned in this Clause 3.9. The Service provider and/or the Customer shall not have any obligation to notify or justify such deletion of Personal Data to the User who has added such Personal data to the Service.

3.10. In particular, the following shall be prohibited when using the Service

- Uploading or otherwise introducing or distributing malicious code or other malicious content such as viruses or other malware into the Service or through the Service.
- Unauthorized access or use of the Service, unauthorized access or obtaining of Personal Data or attempts at the aforementioned, storing or processing Personal data without appropriate consent or other legitimate grounds or authorization, password phishing or other unauthorised use or access to user accounts of other Users.
- Any illegal activity or behaviour in the Service.
- Inserting, posting or storing of fraudulent, false and/or misleading information concerning You or others.
- Activities that infringe intellectual property rights of others.

3.11. The Service may provide services of third parties. The Service may additionally contain links to websites or services of third parties. Such third-party websites and services are governed by terms and conditions imposed by such third parties and the Service provider assumes no liability whatsoever regarding the third-party services or websites, their content, functionality, fitness for the User, or their privacy practices.

4. PERSONAL DATA AND PRIVACY



- 4.1. The Service provider collects Personal data only when You register into the Service or when You give a separate consent for processing of Personal data in the Service. For the purposes of providing the Service a User must give the Service provider necessary information that is requested by the Service provider. Each User warrants that the information given are correct and up-to-date and agrees to update the information on the User's user account in order to ensure the information is correct and sufficient. The User is responsible for possible errors or delays that are caused by deficient or erroneous information on the User's user account.
- 4.2. The Service provider processes Personal data in accordance with principles laid down in the privacy policy of the Service. The Service provider abides by applicable legislation of the EU and Finland concerning Personal Data. The Processing of Personal Data within the Service is based on Your consent and on the fulfilling and carrying out of the Agreement made between You and the Service provider regarding the Service. Regarding Personal Data collecting, and Processing by the Customer, the Service provider is not considered the Data Controller in such situations but acts as a Data Processor on behalf of the Customer based on an agreement between the Service provider and the Customer. More detailed information regarding Personal data in the Service can be found in the privacy policy of the Service provider on the website of the Service provider (www.uniofy.com). Additionally, we encourage You to familiarise yourself with the privacy policy of the Customer that can be found at the relevant Working environment within the Service.
- 4.3. When using a particular Working environment and using its different functionalities the Customer may collect Personal data from You. Additionally, when using the Working environment or upon giving a separate consent for Processing Personal Data, the Customer may process Personal Data for the purposes of carrying out the Customer's basic task as a trade union in interest promotion, union work, or campaign work. The Customer that administers the relevant Working environment may also utilise its existing Personal Data file and its information content. When using the Working environment or when You give Your separate consent You give the Customer that administers the relevant Working environment the right to retrieve Your Personal data also for example from other services that relate to the carrying out of the basic task of the Customer.



- 4.4. The Service provider shall have the right to use information collected and stored in the Service for example for making statistics and analyses, for creating a register of legal persons based on the information in the Service and also to collect anonymised data of the Users. The Service provider shall have the right to use the information e.g. for service design and product development as well as for business development purposes and to utilise such information and data in services offered to their customers and Users of the Service.
- 4.5. By using the Service and accepting these Terms of Use You agree to the use of cookies in the Service. Cookies are used in accordance with the Privacy policy of the Service.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. The Service and related intellectual property rights belong exclusively to the Service provider and/or third parties. You shall not have the right to copy, rent, lease, sell, offer to sell, translate, publicly display nor utilise the Service or any parts of it in any other way that what is expressly allowed in these Terms of Use.
- 5.2. In case there are content such as text, pictures, links, sound, videos etc. provided by third parties, the Customer or by Users in the Service, the Service provider shall not be liable for their accuracy, contents nor for any rights pertaining to said content. In case such content includes links to third party websites we encourage You to familiarise yourself with possible terms and policies governing the use of such third-party websites.
- 5.3. In case You generate, post or upload content to the Service and/or to any Working environment, You hereby grant the Service provider and to the Customer administering the relevant Working environment a non-exclusive, worldwide, sub-licensable, free of charge right to use such content to the extent the storing, displaying and other activities in the Service regarding the content require such user right. The Service provider as well as the Customer administering the Working environment shall have the right at any time to remove any content posted, stored or uploaded into the Service.
- 5.4. In case You are the rights holder of content posted, uploaded or otherwise displayed in the Service and You have not given consent for publishing and/or uploading such content on the Service You are encouraged to contact the Service provider via e-mail and attach the



appropriate details regarding the relevant intellectual property and content that You consider infringing. Upon receipt of Your notice the Service provider will assess the situation and take appropriate action to investigate the issue. Contact details for the Service provider are stated in Section 8 below.

6. LIABILITY

- 6.1. The Service provider will use commercially reasonable efforts in order to ensure that the Service functions properly and is as usable as possible. However, the Service is provided to the Users "AS IS" and certain downtime may occur in the Service e.g. due to error correction or other maintenance or repair work.
- 6.2. Availability of the Service depends of several factors that are outside the control of the Service provider and You acknowledge and accept that access to the Service or to a part of the Service may be temporarily unavailable without prior notice. Additionally pre-notified service downtime may occur due to planned maintenance and updates. Furthermore, You acknowledge that the use of the Service requires a working internet connection and the Service provider or the Customer are not liable for internet connection related services or for disturbances or malfunctions in internet connections.
- 6.3. Each User shall be fully liable for any information entered into the Service by the Users as well as for content that the Users upload or otherwise insert or post into the Service and related rights.
- 6.4. The liability of the Service provider shall in all cases be limited to direct damages and the Service provider shall not under any circumstance or theory of law be liable for indirect, incidental, special or punitive damages.

7. TERMINATION OF USER RIGHTS AND CHANGES TO THE SERVICE

- 7.1. The Service provider shall have the right, at any time, to terminate a User's user right and access to the Service, to a certain Working environment and to terminate this Agreement with immediate effect without notice in case a User breaches these Terms of Use.
- 7.2. The Service provider shall have the right to discontinue the Service altogether at any time. In case the Service provider discontinues the



Service this Agreement shall terminate automatically with immediate effect.

- 7.3. The Service provider shall have the right to provide the Service in any manner the Service provider sees fit and to change the content of the Service without notice.

8. CONTACT DETAILS AND NOTICES

8.1. Service provider: Uniofy Oy

Business ID: 2902894-7

E-mail: feedback@uniofy.com

8.2. Contact us via e-mail and enclose all necessary details and additional information in the following situations:

- You wish to report illegal content or infringement of intellectual property rights.
- You have an issue or questions regarding Personal Data or privacy.
- You have other questions, notices or feedback regarding the Service.

9. CHANGES TO THE TERMS OF USE AND POLICIES

9.1. The Service provider reserves the right to change these Terms of Use as well as its privacy policy. The Service provider will, however, notify of possible changes by proper messaging/notification function within the Service. Primarily changes to these Terms of Use and to the privacy policy will be avoided and changes are made only in case the content of the Service changes in a way that requires a change in these Terms of Use or to the extent relevant legislation changes in a way that requires changes to these Terms of Use and/or to the privacy policy.

10. DISPUTES AND APPLICABLE LAW

10.1. The Service, these Terms of Use and the agreement that is formed between You and the Service provider are governed by and construed under the laws of Finland, without applying its rules on choice of laws. Any disputes arising out of or in connection with the Service and these Terms of Use shall be settled in the District Court of Helsinki, Finland, unless mandatory applicable law dictates another venue.

