

Terms of Use for CLIC Innovation Ltd “Open Innovation Ecosystem Playbook” training services online store

General

These terms of use (hereinafter the “Terms”) are applied to the use of the online store (hereinafter the “Online Store”) of CLIC Innovation Ltd (hereinafter the “Service Provider”), and to the ordering and delivery of Open Innovation Ecosystem Playbook training services in the Online Store by the Service Provider (hereinafter the “Service” or “Services”) between the Service Provider and a user and/or customer of the Online Store (hereinafter the “Customer”).

The Customer must be 18 years of age or older.

The Customer must diligently read these Terms before ordering or using a Service. By ordering Services from the Online Store, the Customer warrants that the Customer has read and agreed these Terms and undertakes to comply with them. If the Customer does not accept these Terms, the Customer does not have the right to use the Online Store or order the Services.

If you are accepting these Terms on behalf of a legal entity, you represent that you have the authority to bind that legal entity to these Terms, in which case references to “Customer” in these Terms mean that legal entity.

The Customer acknowledges and agrees that the Services and related materials are provided in the English language, unless otherwise specified.

The Service Provider’s privacy policy (available at https://clicinnoation.fi/wp-content/uploads/2019/08/Privacy-Policy_CLIC-websites-2.pdf) helps you understand what personal data the Service Provider collects, and how such personal data is otherwise processed. Although the Service Provider’s privacy policy is not part of these Terms, it contains information that the Customer should review prior to using the Services.

Use of the Services

If the Customer is accessing or using the Services as: (a) private person, the Services are provided to the Customer for the Customer’s personal and non-commercial use only; or (b) as a legal entity, the Services are provided to the Customer’s employees or other end users only. As a legal entity, the Customer is responsible for the use of Services by the Customer’s employees and other end users. The Customer may not use any part of the Services for any purpose other than the permitted use of the Services.

Except as provided herein, the Customer may not sell, transfer, rent or give away the Customer’s right to use and access the Services. The Customer may not use the Services if the Customer has previously been removed from using any part of the Services by the Service Provider.

By using the Services, the Customer specifically agrees that the Customer will not:

- interfere with or disrupt the Services or servers or networks that provide the Services;
- transmit spam, chain letters, or other unsolicited email/communication;
- impersonate another person or otherwise misrepresent your affiliation with a person or entity, or conduct fraud;
- attempt to decompile, reverse engineer, disassemble or hack any of the Services, or to defeat or overcome any of the encryption technologies or security measures or data transmitted, processed, or stored by the Service Provider; or
- circumvent technological measures designed to control access to, or elements of, the Services.

Ordering

The Services can be ordered by individual users themselves or by an organization or legal entity on behalf of its users.

The Services are ordered via the Internet on the Service Provider's website. When ordering the Service, the order is finalized by registering to the service offering at the registration web address. The Customer agrees to provide true, accurate, current, and complete information as prompted by the registration process, as well as to inform the Service Provider of any changes to such information. The Customer is personally responsible for all communication, content and activity resulting from the Customer's use of the Services.

The Customer agrees these Terms in connection with every order.

Prices and other expenses

The Services are charged based on the prices effective at the moment of ordering. The prices are stated in euros (EUR), unless stated otherwise in the service information of the Service. All prices are stated without value added tax, which will be added to the prices.

Exceptions to prices are stated in the Online Store or on the presentation page of an individual Service. The Service Provider retains the right to change prices at any time without prior notice. Price increases are applied only to orders made after such changes.

If for some Service a price is stated that is so obviously incorrect that the Customer must have understood that there has been a typing error causing an incorrect price being displayed, the Service Provider will notify the Customer of the error and allow the Customer to either proceed with the transaction at the correct price or cancel the Customer's order at no cost to the Customer.

Order confirmation

All orders of Services are confirmed by an e-mail, which confirms the price of the order, possible costs of delivery and the ordered Services. Receiving an order confirmation requires that the Customer has provided an e-mail address in connection with the order.

The order does not become binding towards the Service Provider until the Service Provider has processed the order and confirmed its acceptance.

Time of delivery

When the order of the Customer concerns training programs produced by the Service Provider, the schedule for execution of each training program is notified on the same website of the training program where the signing up or application to the training program is also made. The Service Provider retains the right to change times of delivery, and the right to cancel Services, due to for example an insufficient number of participants.

The provided times of delivery are estimations, and do not bind the Service Provider.

Intellectual Property Rights

The Customer understands and accepts that the contents of the Online Store and Services, the trademarks, service marks and logos contained therein, and materials delivered to the Customer by the Service Provider during or before a Service are protected material under the copyright and other intellectual property rights of the Service Provider and/or its partners. Except as expressly provided in the Terms, the Service Provider does not grant any express or implied rights to use the intellectual property owned by the Service Provider and/or its partners. The Customer does not have the right to convey any material delivered to the Customer by the Service Provider to a third party without the consent of the Service Provider, except for material under the CC-BY licence, which may be conveyed to third parties in accordance with the terms of the CC-BY license. The Customer shall retain all copyright notices included in the provided materials.

Selection of participants

When the Service concerns training programs produced by the Service Provider, the Service Provider retains the right to apply either a sign-up or application process in selecting participants.

For Services applying the sign-up process, participation is confirmed to the Customer by e-mail after a signing up to the Online Store.

For Services applying the application process, the Service Provider has the exclusive right to select participants for the Service, and participation is confirmed separately to the Customer after the application has been processed. In connection with filing the application, the Customer can be charged a processing fee, which will not be refunded, even in the event that the Customer is not selected for participation.

Methods of payment

The methods of payment for each Service are stated on the order form in the Online Store. The Service Provider has the right to appoint payment service providers to receive payment of fees on behalf of the Service Provider.

Payment service provider

Paytrail Oyj (Business ID: 2122839-7) acts as the executor of the payment transmission service and the provider of the payment service in cooperation with Finnish banks and credit institutions. For payments made with Visa, Visa Electron or MasterCard cards Paytrail Oyj is stated on the card

invoice as the recipient of the payment, and Paytrail Oyj will transmit the payment to the seller. Paytrail Oyj is an authorized payment institution.

Payment service provider's contact details:

Paytrail Oyj
Innova 2, Lutakonaukio 7,
40100 Jyväskylä

telephone: +358 20 718 1830

Online banks

The payment transmission service for payments through online banking is also carried out by Paytrail Oyj in cooperation with Finnish banks and credit institutions. For the Customer the service operates just as the traditional online payments.



Terms of cancellation for Services

If the terms of cancellation are fulfilled, Service prices that have already been paid will be refunded in accordance with the terms of cancellation to a bank account provided by the Customer. Payments made with payment cards are generally refunded to the payment card the payment was made with, unless requested otherwise by the Customer.

The Customer can cancel its participation to an ordered Service by notifying the Service Provider of the cancellation by e-mail. The cancellation is addressed to the contact person stated on the website of the Service.

The following information must be attached to the cancellation notification

- The Customer's customer number, name, address, and phone number
- Bank account number
- A copy of the Service Provider's order confirmation

A consumer Customer has the right to cancel its participation to an ordered Service by notifying the Service Provider of the cancellation within 14 days from placing the order. When 14 days have elapsed after placing the order, the terms of cancellation below are applied to consumer Customer's order.

A consumer Customer does however not have the aforementioned right to cancellation if the Service has been executed in full, or if the delivery of digital content has been commenced before the expiration of the cancellation period due to an explicit request or acceptance by the Customer in accordance with the Finnish Consumer Protection Act (38/1978), and the consumer Customer has been notified of the absence of the right to cancellation.

If the Customer cancels its participation in a training program 15-21 days before the training program begins, the Customer is charged 20 % of the price of the Service. If the cancellation occurs 8-14 days before the training program begins, the Customer is charged 50 % of the price of the Service. If the cancellation is made later than this or if no cancellation is made, the Customer is charged the full participation fee.

The terms of cancellation for certain Services deviate from these general terms of cancellation. In such cases, the terms of cancellation for the Services are stated both in the description of the Service and the order confirmation.

Important Information on CLIC Innovation Playbook training Activities and Coronavirus (COVID-19)

For reasons arising from a pandemic or an epidemic, the Service Provider has a right to change the Service, to cancel or postpone the training program, or a training session/day, before the start of the training program or during it. The Service Provider has the right to change the implementation mode of the training program to an online, offline or hybrid mode with no refund of any paid prices for the Services to the Customer.

Links to third-party websites

The Online Store of the Service Provider and the Services may contain links to third-party websites. The Service Provider is not responsible for the websites behind the links, or their contents, and the Service Provider is under no obligation to verify what is on the website behind the link at each time. If the Customer accesses a third-party website through the Online Store or the Services, the Customer does so at its own risk, and understands that these Terms and the Service Provider's privacy policy do not apply to use of such websites.

Right to amend the Terms

The Service Provider has the right to unilaterally amend these Terms. The Customer will be deemed to have accepted such amendments by continuing to use the Services. The Service Provider will, however, notify users of any substantial changes to these Terms in the Online Store or by notice to the e-mail address of the Customer who has ordered the Service in question. The terms effective at each time can be seen on the Service Provider's website. The Customer must read the terms effective at each time before ordering a Service and undertake to comply with them. If at any point the Customer does not agree to any portion of then-current version of these Terms, the Customer must immediately stop using the Services.

Right to change the content of a Service

The Service Provider has the right to execute the maintenance of the Online Store in any manner it sees fit, and change a Service, the content of a Service and the availability of a Service, as well as

requirements for devices required for the use at any time. Possible changes in the Service will be notified of within a reasonable amount of time in advance on the Online Store website, or to the e-mail address of the Customer who has ordered the Service in question. The duty to notify of changes does not apply to technical changes, such as updating devices or software.

Right to suspend the Service

The Service Provider has the right to temporarily suspend the Service, if it is essential for the Service, its technical change, renewal or installation, or adjustment or maintenance work of the general information network, or if required by laws or statutes, orders, guidelines or statements by authorities, or recommendations of central organizations of the field of business. The Service Provider strives to ensure that the suspension does not extend over an unnecessarily long period of time, and that the resulting inconveniences are as minor as possible. The Service Provider strives to notify in advance of any suspension on the Online Store website.

Force majeure

The Service Provider is not responsible for delays or faults caused by factors beyond the Service Provider's control (force majeure). In situations of delay the Service Provider will comply with its obligations as soon as possible in each situation.

Support and correcting faults and disturbances

The Service Provider will use reasonable efforts to correct possible faults and disturbances of the Services during normal working hours after receiving notice of them, without undue delay.

Right to block access to the Online Store or the Service

The Service Provider has the right to block the Customer from using the Online Store or Service, if the Service Provider has a reason to suspect that the Online Store or Service is used for an illegal or unethical purpose or in breach of these Terms, or if a request is made by the authorities. The Customer may lose, as a result of blocking access, the Customer's right to use the Services, material, and content associated with the Services, and the Service Provider is under no obligation whatsoever to compensate the Customer for any such losses.

Liability for damages

To the maximum extent permitted by applicable law, except as explicitly provided in these Terms, the Service Provider makes no warranty or representation, either expressed or implied with respect to the Online Store or the Services, their correctness, quality, performance, non-infringement, or fitness for a particular purpose. As a result, the Online Store and the Services are provided "as is" and "as available". The Service Provider does not warrant that the Services will be uninterrupted or error-free.

The total aggregate liability of the Service Provider under these Terms cannot exceed the price the Customer has paid for the Service subject to charge. The Service Provider is not liable for any possible indirect or consequential damages caused to the Customer. These limitations of liability apply only to the maximum extent permitted by applicable law.

The Customer understands and acknowledges that the Service Provider will not be liable for any network-related problems attributable to the operation of the Services and that network configuration changes may affect the performance of the Services. The Customer is liable for all its own equipment, internet connectivity and software necessary for the use of the Services.

Data protection

The Service Provider complies with the applicable Finnish legislation relating to data protection.

Name, job title, company and e-mail address given by the Customer are public among the program participants, instructors and staff of the common program (Service) due to the networking aspect which is an essential part of any training program participation. The personal information listed above may be displayed on participant lists, in emails sent to the group, in calendar invitations, and in other communication activities that are necessary for program management.

The Service Provider takes appropriate measures to prevent unauthorized access to, improper use of and the reasonable accuracy of any processed personal data. The Service Provider uses various technologies and protocols to ensure high security standards. However, the use of internet services always includes security risks. The Customer are always liable for all your own equipment, internet connectivity and software as well as that they do not cause harm to the Service Provider and/or third parties. Use of the Customer's personal data is governed by the Service Provider's privacy policy available at [CLIC Innovation Privacy Policy](#)

Termination

The right to use the Services granted to the Customer under these Terms remains in effect until the Service has been provided in full to the Customer, or until terminated by the Customer or the Service Provider.

The Customer may terminate the right at any time by ceasing to use the Services. Without prejudice to any other terms set forth in these Terms, the right to use the Services will automatically terminate without notice from the Service Provider if the Customer in any way breaches any provision of these Terms. Upon termination in accordance with these Terms for any reason, the Customer must cease all use of the Services. The Customer's termination of the license for any reason shall not release the Customer from any liabilities or obligations set forth in these Terms which (a) have expressly been stated as surviving any such termination or expiration, or (b) remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration.

Severability

These Terms describe certain legal rights. The Customer may have other rights under the mandatory provisions of the laws of the Customer's country. These Terms do not change the Customer's rights under the mandatory provisions under the laws of the Customer's country. If any portion of these Terms is found illegal or unenforceable, in whole or in part by any court of competent jurisdiction, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without the remaining provisions of these Terms, which shall continue to be in full force and effect.

Governing law and dispute resolution

Finnish law is applied to these Terms, excluding its choice of law provisions. Possible disputes between the Service Provider and the Customer arising from these Terms shall be primarily resolved by negotiation. If negotiations fail to produce a solution, the dispute is resolved in the District Court of Helsinki as the first instance.

A consumer Customer can also refer the dispute to the general District Court of its domicile, and/or request a recommendation for resolving the dispute from the Consumer Disputes Board (www.kuluttajariita.fi).

- Kuluttajariitalautakunta (Consumer Disputes Board)
- Hämeentie 3
- PL 306
- 00531 HELSINKI

Before referring the matter to the Consumer Disputes Board, we recommend that the Customer is in contact with the consumer advisory services.

Contact information of the Service Provider

Name: CLIC Innovation Oy

Business ID: 2689612-4

Address: Eteläranta 10, 5 krs., 00130 Helsinki

Email: info@clicinnovation.fi