



Thank You for using our services!

This document describes the Terms and Conditions for Viwer service regarding the use of the Service or any application or software provided by the Service. You must read, understand, and accept these Terms before using any Viwer service. By using the service, you agree to these terms of service in their entirety, so please read carefully the terms below. These Terms and Conditions affect your rights to use the service. If you do not agree to any terms or conditions, you may not use the service.

TERMS AND CONDITIONS

1. Definitions

"Flycam Oy" means the service provider

"Viwer service" and "Service" means a web service that allows users to download and edit video and video content.

"User" means a natural or a legal person using Viwer service.

"User ID's" ja "ID's" means the unique login credentials created by the User.

"Site" means the Website where the Service works.

2. Viwer service

Viwer is a web-based service (later "Service") where anyone can create 360 virtual tours of panoramas and videos, as well as other visual and information content. The purpose of this service is to provide a simple and functional tool for producing and publishing virtual tours. The Viwer.net service is owned and operated by Flycam Oy (Y-2325999-8). Viwer is a registered trademark of Flycam Oy.

3. Scope

3.1 These Terms and Conditions are applied in the contractual relationship between Flycam Oy and the User regarding the Customer's right to use the Service. The User can be either a natural or a legal person. If any special terms and conditions applicable to the Service conflict with these terms and conditions, the specific terms and conditions of the Service will be applied.

3.2 Palvelun kautta voidaan tarjota myös pääsy kolmansien osapuolten tarjoamiin palveluihin ja materiaaleihin. Tällaisiin kolmansien tarjoamiin palveluihin ja materiaaleihin sovelletaan näiden käyttöehtojen lisäksi kyseisen palveluntarjoajan käyttöehtoja ja niistä vastaa kyseinen ulkopuolinen palveluntarjoaja.

3.2 The service may also provide access to third-party services and materials. In addition to these Terms and Conditions, such third-party services and materials will be subject to the terms and conditions of the service provider concerned. That service provider is also responsible for the third-party services and material.

4. Entry into force of the contract

A contract for the use of the Service or a specific part thereof occurs when the User creates user names for the Service. Later ordered services (including any special conditions) will enter into a contract unless otherwise agreed upon by a particular service.

5. Intellectual property rights

5.1 All Content related to the Service is owned and protected by Flycam Oy under its copyright and trade-



marks.

5.2 The Viwer name and logo are trademarks of Flycam Oy and are not allowed to be copied, reproduced, or used in whole or in part without the prior written permission given by Flycam Oy. In addition, all the graphic elements and button icons of the site are trademarks of Flycam Oy and are not allowed to be copied, reproduced or used in whole or in part without permission.

5.3 You must agree that all copyrights, trademarks and other intellectual property rights to any content of the Service are always part of Flycam Oy or its licensors. Such material may only be used in accordance with our consent.

5.4 You must agree that the content of the Service is for your own commercial use only and that you may access the user materials you downloaded to the Service for such purpose. Any other use of the Site's material and content is strictly forbidden. You agree (and you agree not to assist or promote a third party) not to copy, reproduce, transmit, post, publish, transmit, distribute or commercialize this material or content, or not to reproduce derivative works from this material and content.

5.5 Apart from for your personal information (as defined in our Privacy Policy), any information you provide in the Service, either as a comment, in a chat room or otherwise, will not be treated as confidential. You agree that we may use this information for any purpose in accordance with these Terms and Conditions.

5.6 We reserve all rights to the Service and the Content of the Service unless otherwise appointed in the Service.

6. Other terms and conditions of the Viwer service

6.1 The person using the Service must be at least 13 years old.

6.2 The User is not allowed to: (a) use the Service (or any part thereof) for any illegal purpose and the Site will be used in accordance with all applicable laws; (b) send or transfer any Computer viruses, Macro viruses, Trojans Horses, worms, or anything else designed to hinder, disturb or interrupt normal computer operations or any material that is degrading, offensive, obscene or threatening, or which may cause irritation, discomfort or unnecessary concern; (c) use the Service in a manner that may interrupt the operation of the Site, or may harm or interfere with the operation of the Service, or may render the Service inoperative, or in such a way that the effectiveness or functionality of the Service is in any way impaired or infringes upon the rights of any person, company or community (including, and not limited to, intellectual property rights, rights to confidential information and privacy policy rights); (d) attempt any unauthorized access to any part of the Service or its component, copy or distribute any part of the Service without prior written consent given by Flycam Oy or to change or modify any part of the Service except as may be necessary for the appropriate use of the Service.

6.3 If the User becomes a party to any right, claim or action against any of the End User of the Service as a result of the use of this End User, you agree that you exercise your rights, claims or concerns independently and without any right of recourse to us.

6.4 Flycam Oy has the right to temporarily or permanently change the Service or any part of it with or without notification to you. You acknowledge that we are not responsible for you or any third party for any change to the Service or its termination

6.5 Flycam Oy has the right to control any activity and content related to the Service. We may investigate any violation of these Terms and Conditions or any complaint relating to the Service. We will take any action we consider appropriate (including, but not limited to, the provision of warnings, temporary or permanent block access to the Service of the Service, the terms and / or the deletion of any material).



6.6 Flycam Oy uses reasonable efforts to maintain the Service. The Service can be changed occasionally. You are not eligible for any refund if you are unable to access the Service or any part thereof due to a malfunction, suspension or termination of operation, regardless of what it was.

7. User ID's and User accounts

In order to access certain parts of the Service, you must create a username and a user account. User accounts and accounts are personal and the accounts or accounts of other users of the Service may never be used without their prior permission. When you create an account, you must provide complete and accurate information. You are solely responsible for the operation of your account. Therefore, you should keep your password in a safe place. If you are aware of unauthorized access to your account, please contact us immediately.

8. Links to other sites

We may provide links to other sites or other sources. You agree that we are not responsible for the availability of these external sites or sources. We are not responsible, directly or indirectly, on the privacy policies of these sites, or on the content (including misleading or abusive content) of any site, including, but not limited to, all advertisements, products, materials or services that are visible on sites or sources or available from websites, or sources, nor any loss, loss or infringement caused or allegedly caused by the use or trust of any content, goods or services on external sites or sources.

9. User Material

9.1 We allow the Users of the Service to send videos, images and / or other messages or material to the Service (collectively, "User Material"). User Material must always comply with these Terms and Conditions and any specific terms concerned of the User Material that we may publish occasionally on the Site.

9.2 We do not require property rights of any User Material. By submitting User's Material to the Service you provide us with: (a) an irrevocable, perpetual, non-exclusive, transferable, royalty-free, worldwide right and license (including re-licensing) right to use, copy, modify, offer, collect, distribute, reproduce, distribute, publicly present, rephrase, translate, cite (wholly or partially), and distribute this User's material (and otherwise communicate the User's Material to the public) through any media known or future-developed (including without limitation other than the Service) for any purpose, whether it is commercial, advertising or other, and B) any irrevocable, eternal, worldwide, non-exclusive, royalty-free license for each user of the Service to use User's material through the Service.

9.3 By submitting User's Material to the Service, you hereby certify that: a) you have a full authority to grant the rights and licenses of User Content contained in this Agreement; and that you submitted User material a) does not infringe any third party intellectual property rights (including, without limitation, copyrights and / or trademarks), other rights or privacy b) does not violate any law, regulation or act, c) is not demeaning, blasphemous, unlawfully threatening, or (D) is not indecent or pornographic and / or (d) does not violate any laws relating to competition, discrimination or incorrect advertising.

9.4 We do not endorse any User's Material or opinion, recommendation, or advice arising from it. We expressly disclaim all responsibility for User Material. We do not allow copyright or other intellectual property infringing actions in the Service. We reserve the right to remove the User's Material without prior notice for any reason at our sole discretion; the reasons may include unrestricted violation of the User Material Terms and / or violation of Intellectual Property Rights.

9.5 You accept that when you use the Service, you may be exposed to a User's Material from multiple sources, provided by other users, and that we are not responsible for the correctness, usefulness or security of such material or its intellectual property rights. You also understand and agree that you may be exposed to User



Material provided by other users that is incorrect, abusive, inappropriate or objectionable and you agree not to appeal to any legal or pertinent rights or remedies that you may or may have against us in this respect.

9.6 If you believe that any User Material on the Site is inaccurate, abusive, inappropriate, obnoxious or infringing intellectual property rights, please contact us at: info@flycam.fi

9.7 You fully agree that the Service is not responsible for any User material downloaded to the Service. You are personally liable for any User Content that you download to the Service

10. Disclaimer

10.1 WE DO NOT GIVE ANY, EXPRESS OR ASSUMED, WARRANTIES FOR ANY MISTAKES IN THE CONTENT OF THE SERVICE.

10.2 We provide the Service "as it is" and "as it is available" for your use and your information. Unless otherwise specified in any specific product or service terms and conditions, we will not give any express or assumed warranties regarding the Service or any products or services offered by the Service, whether or not offered on our behalf (including free software downloads), but including, without limitation, the assumed guarantees of satisfactory quality, suitability for a particular purpose, inviolability, compatibility, safety, integrity, condition or degree of manufacture, and assumed guarantees regarding distribution, use or trade.

10.3 Unless otherwise specified in a specific product or service terms and conditions, we do not give any warranties that the products or services offered by the Service or the Service, regardless of whether they are offered by us or on our behalf (including free software downloads) fulfill your demands or are uninterrupted, timely, secure or error-free, or that the Service or the server making the Service available, or the products or services provided in the Service, either by us or by third parties (including free software downloads) do not include viruses or software errors, or are fully operational, accurate or reliable. We are not responsible or liable to you for any content or material lost when downloading to the Service or from the Service.

10.4 You accept that we are unable to give warranties to the Service as it provides or acquires the information you provide for security or privacy, which is why we are not responsible in any way on these matters.

10.5 We are not liable under any contract, legal responsibility or any other responsibility for any of the following: (a) any financial loss (including, but not limited to, loss of revenue, operating profit, contracts, business, or presumed savings), (b) any loss of goodwill or reputation, (c) loss of data or use, (d) special, indirect or consequential losses irrespective whether such losses or damages were acknowledged by Flycam Oy or the User when the event occurred.

10.6 None of these Terms and Conditions will not exclude or limit our liability for death or personal injury which are result from our staff's or agents' or employee's negligence or our liability for fraudulent conduct.

11. Compensation

YOU ACCEPT THAT YOU ARE FULLY RESPONSIBLE AND COMPENSATE US ALL THE COSTS ARISING FROM ANY DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, FEES AND COSTS INCLUDING OUR COURT COSTS ARISING FROM YOUR BREACH OF THE TERMS AND CONDITIONS, AND ALL OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE (INCLUDING BUT NOT LIMITED TO YOUR USER MATERIAL) OR THAT ANY OTHER PERSON IS COMING TO THE SITE BY USING YOUR COMPUTER AND INTERNET CONNECTION.

12. Notices

You can send us notices by e-mail regarding our Terms and Conditions at info@flycam.fi. Since sending a notice does not guarantee that we have reached your notice, you must ensure that you have received an



acknowledgment from us. We will acknowledge your notice within five business days after receiving your notice and we encourage you to preserve our acknowledgment.

13. General Information

If any section of the Terms and Conditions is considered unlawful, invalid or unenforceable for any reason, this condition will be excluded and this condition does not restrict the validity or enforceability of other terms of these Terms and Conditions.

These Terms and Conditions (as they are currently in force) constitute an exclusive contract and agreement between Flycam Oy and the user regarding all the matters referred to in these Terms and Conditions and supersede all before written or oral agreements. Oral explanations or details of either party do not supersede these Terms and Conditions. By accepting these Terms and Conditions, you confirm that you have not relied on any claim not expressly mentioned in these Terms and Conditions. You also agree that you will not be entitled to any refund due to incorrect information that is not included in the Terms and Conditions. However, these Terms and Conditions will not exclude liability for fraudulent conduct.

14. Privacy

We respect your personal information and we deal with it in accordance with our Privacy Policy principles and valid data protection legislation. For more information about our Privacy Policy principles you find from the section "Viwer Privacy Policy".

15. Validity and termination

These Terms and Conditions are valid for the User as long as the the User uses the Service.

You may terminate using the Service at any time. Flycam Oy may terminate providing the Service permanently or temporarily at any time.

16. Applicable law and settlement of disputes

These Terms and Conditions and the Service subject to these Terms and Conditions and a possible agreement subject to these Terms and Conditions are governed by Finnish law and are interpreted in accordance with Finnish law.

Any dispute arising from these Terms and Conditions or the Service and any disputes relating to contract subject to the Service may be resolved primarily through negotiation between the parties. If no results are achieved in the negotiations, the disputes will be settled in the District Court of Pirkanmaa.

17. Changes to Terms and Conditions and portability

Flycam Oy may change these Terms and Conditions at any time. Flycam Oy publishes the changed Terms and Conditions on the website www.viwer.net and informs the user of any changes to the terms and conditions on Viwer or by e-mail to the e-mail address that the user has added to Viwer. If the user does not accept the changed Terms and Conditions, user should cease using Viwer.

Flycam Oy has the right to transfer all the rights and obligations arising from these Terms and Conditions wholly or partially to its affiliate, its successor or to the buyer of Viwer business without the consent of the User.



User has no right to transfer rights and obligations arising from these Terms and Conditions wholly or partially to a third party.

18. Consumer protection and other legislation

This agreement doesn't decrease customer's rights arising from compulsory consumer protection legislation or rights arising from other compulsory legislation.

19. Customer's guarantee

You convince that you have read these Terms and Conditions. You agree to fully comply with these Terms and Conditions and any other terms of the Service.

20. Entry into force

These Terms and Conditions will enter into force on 01.06.2017.