

By using this Mobile Application You agree to following terms and conditions of use:

1. Purpose of the Agreement and Contracting Parties

Based on this agreement (known as "*Terms of Use*"), You as application user or the entity on whose behalf you declare agreement and Innofactor Plc, as application owner together with its affiliated companies ("*We*" or "*Us*"), agree on the use of the Innofactor® QualityFirst™ Mobile Application (the "*Application*").

2. Intended Use

The Application is intended to be used to collect, store and/or send information forward to QualityFirst™ software.

The Application and its related services are provided to you "AS IS" and "AS Available" basis. We retain the right to update and further develop the Application, included technology, features and functionalities and have no duty to maintain any prior versions of the Application.

3. Responsibilities

You are responsible for using the Application in a way designated in paragraph "Intended Use". When using the Application You agree to comply with these Terms of Use, attached Privacy Policy, instructions provided for You, applicable legislation and good practice. You may not copy or redistribute the Application, infringe intellectual property rights, copyrights or other rights of this Application or otherwise use the Application to break law or conduct illegal actions.

We are not responsible or liable in any manner for any user generated content. We do not control and are not responsible of what users are sending or performing through the Application.

Your usage of the Application does not mean any additional duties on Our part to make back-ups of the data imported to Your QualityFirst™ software. All related duties shall be outlined in Your contract regarding Your usage of QualityFirst™ software.

Notwithstanding Our efforts to ensure that our system is secure, you acknowledge that we cannot, and do not, warrant that data transfer from the device to the end destination when using the Application will not be interrupted or monitored by third parties.

4. Information Ownership

By using the Application, You agree that information that does not contain any personal data or trade secrets (such as technical parameters or anonymized user data) may be used by Us to further develop the Application and Our other products and services.

5. Limitation of Liability. No warranty.

We make no express or implied warranties, any statements or representations about the Application and its functionality. We especially disclaim any warranty for defect liability or any fitness for a particular purpose of the Application.

We shall not, in any event, be liable for any third party actions, loss of data, loss of production, interruption of operations, contractual claims of any third parties, damage to property, loss of interest, computer viruses or for any indirect and consequential damages related to Your usage of the Application. Our overall liability shall be limited as outlined in Your contract regarding Your usage of QualityFirst™ software.

6. Termination

We shall have the right to ask You to terminate or suspend the use of the Application in any of the following cases:

- (i) Your breach or reasonably suspected breach of any obligation of provision of these Terms of Use;
- (ii) Your use of the Application constitutes a threat to the security of functionality of the Application;
- (iii) Our obligation to comply with applicable law or requests of a governmental body;
- (iv) Our decision to discontinue to support the usage of the Application.

7. General

We may revise these Terms of Use from time to time, and will post the possible renewed version for notification to the signing page of the Application for Your review.

These Terms of Use, together with other documents referred to in it, constitutes the entire agreement between You and Us relating to the Application.

The invalidity or unenforceability of any provision of these Terms of Use shall not affect the rest of the provisions, which will continue in full force and effect.

8. Data Privacy

Both Contracting Parties shall comply with applicable laws and regulations governing personal data and its protection. Our role shall in all times be limited to the role of data processor.

9. Applicable Law and Dispute Resolution

These Terms of Use shall be governed by the laws of Finland.

Any and all disputes arising out of or relating to these Terms of Use and/or attached Privacy Policy shall be primarily settled by negotiations between the Contracting Parties. If a dispute cannot be settled in negotiations, it shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce in Helsinki. The number of arbitrators shall be one (1).

Contact Information:

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