

Licence agreement

Please read this licence agreement (“Agreement”) carefully. This is an agreement concerning the Cielo service and related documentation.

By using the Cielo service, you commit to the terms in this Agreement.

This Agreement represents a contract between you (“Licensee”) and SSA Digi Oy (“Licensor”), and it will replace all previous Cielo service-related agreements, offers, proposals or understandings between the parties.

1. GRANTING A LICENCE

1.1 The Licensor hereby awards the Licensee with a licence to use the Cielo service in accordance with the terms outlined below. The licence is not exclusively awarded, nor may it be passed on.

1.2 The Licensee accepts that the Cielo service and related technical competence are the valuable property of the Licensor.

1.3 The Licensee does not have the right to use the Cielo service and related Licensor’s technical competence for any other purpose besides that permitted in this Agreement.

1.4 The Licensee does not have the right to award sublicences or rights to the Cielo service. To clarify: ENTERPRISE licence-holders have the right to add new users to the service in accordance with their licence agreement.

1.5 The Licensee does not have the right to pass on their rights or obligations as outlined in this Agreement to a third party or otherwise to modify this Agreement or to act in a manner which is contrary to the Agreement.

2. Terms of use and restrictions for the Cielo service

2.1 Use of the Cielo service after a free trial period requires a licence. One licence includes one user profile containing full rights to use the Cielo system. The licence is personal and its use is based on personal registered user data and user credentials used to log in to the system.

2.2 The Licensee’s valid licences can be seen in the Cielo service after login at <https://glass.cielo.fi/payments/status>.

2.3 This Agreement is formed between the Licensee and Licensor regardless of payment method or licence payer.

2.4 Once you have obtained a user licence, your credit card will be charged as specified in the Cielo service. If for some reason your credit card cannot be charged, you will not be able to use the service until the payment is successful.

2.5 You can cancel your user licence at <https://glass.cielo.fi/payments/status>. Charged payments will not be refunded. After cancellation, user rights will remain in force until the date until which the Licensee has paid for user rights.

2.6 The Licensee may not sell, lease or otherwise transfer user credentials or a licence to a third party without the written consent of the Licensor.

2.7 The Licensee does not have the right to share the use of a single Licence with several users over a network connection or in any other manner.

2.8 The Licensee has the right to copy data relating to the Licensee's business which is created and stored in the Cielo service, for its own use.

2.9 The Licensee may not modify the service or the code used to program it, or to derive new products, software or services from the service.

2.10 The geographical scope of this Licence Agreement is worldwide.

3. Prices and terms of payment

3.1 Prices and terms of payment are specified at <https://glass.cielo.fi/payments/status>.

4. Training and consulting

4.1 The licence does not include training or consulting unless otherwise separately agreed in writing between the Licensor and Licensee. If training or consulting is agreed on separately, the price and terms of payment will be specified in accordance with a separate agreement.

5. Technical support and maintenance

5.1 The Cielo service includes continuous software maintenance. Technical support is not included in the scope of this Agreement unless otherwise separately agreed in writing between the Licensor and Licensee. If technical support is agreed on separately, the price and terms of payment will be specified in accordance with a separate agreement.

6. Immaterial rights

6.1 Ownership rights to all copyrights, patents and other immaterial rights relating but not restricted to the Cielo service will remain and are the exclusive property of the Licensor.

7. GUARANTEE

7.1 The Licensor guarantees that the Cielo service can perform the tasks that are specified by licence type on the Cielo service's Internet page at the address www.Cielo.fi if the service is used in accordance with the Cielo service's instructions.

7.2 The Licensor does not guarantee that the Cielo service will work on all device platforms and combinations thereof, or that it will work on all data networks, or that it will be flawless, or that all software errors will be corrected.

7.3 Unless otherwise agreed, the Licensor does not guarantee that the Cielo service is suitable for a certain commercial purpose.

7.4 This limited guarantee is valid for as long as the Licensor sells and maintains the Cielo service.

7.5 The guarantee will not however be valid if the Licensee uses or has used the Cielo service in a manner that is contrary to this Agreement or the document "Cielo service terms of use", if the Licensee has failed to comply with the Licensor's written instructions concerning the use of equipment or applications, or if the Licensee has outstanding payments outlined in the Licence Agreement.

8. Limitation of liability

The Licensor is not responsible for any direct or indirect losses, damages, financial business losses, damage or personal injury that is caused by this Agreement or use of the Cielo service.

8.2 Under no circumstances can the Licensor's liability exceed the amount of payments paid by the Licensee in accordance with the Licence Agreement.

9. Application of legislation

9.1 Finnish law shall be applied to this agreement. If, for some reason, a court of complete jurisdiction finds a piece of legislation or part thereof to be inoperative, the final section of this Agreement will remain fully valid.

10. TERMINATION OF AGREEMENT

10.1 A substantial breach of contract, refusal to comply with this Agreement or the instructions for the Cielo service, or failure to complete payments set out in the Licence Agreement will lead to the Licensor's right to terminate this Agreement with immediate effect, unless the Licensee has rectified the matter within 30 days of written notification concerning termination.

11. THE COMPANY'S COMPLIANCE WITH THE PERSONAL DATA ACT (SECTIONS 10 AND 24) AND THE EU'S GENERAL DATA PROTECTION REGULATION (GDPR)

11.1 The Licensee may save the personal data of end customers in the Cielo system, whereupon the system will create a data file as specified in the Personal Data Act (10 and 24) and the EU's General Data Protection Regulation. The Licensee is responsible for compliance with personal data requirements stipulated by legislation.

11.2 The Licensor's description of data file, privacy statement and privacy policy in accordance with the EU'S General Data Protection Regulation, can be found at the address www.cielo.fi/agreement.