



Terms of Service

Updated March 10, 2020, version 7

These products, information and services available through valohai.com ("Service" or "Services") are provided by Valohai Oy ("Valohai"), located at Linnankatu 16, Turku, Finland. These terms control the relationship between Valohai and you ("Customer"). By using the Services, you agree to these terms.

These Terms apply to your use of Valohai. By accessing and registering with Valohai, the person or organisation entering into these Terms as a user of Valohai, together with all individual users accessing Valohai on that person's behalf (together, "you") accept and agree to be bound by these Terms. If you do not accept these Terms, you should contact Valohai's staff without delays. By using Valohai and registering you accept these terms.

The following terms are also used and govern the use of Valohai:

- [Valohai Terms & GDPR](#)
- [Valohai Privacy policy \(Processor\)](#)
- [Valohai Privacy policy \(Controller\)](#)
- [Appendix: Valohai Data Protection Agreement \(Customers\)](#)

1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services. As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate.



reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services (“Software”); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to Customer for use on Customer premises or devices, Company hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such Software during the Term only in connection with the Services.

2.2 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company’s standard published policies then in effect (the “Policy”) and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys’ fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer’s use of Services. Although Company has no obligation to monitor Customer’s use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.3 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers, and the like (collectively, “Equipment”). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer’s knowledge or consent.

2.4 Customer warrants that she has provided complete, accurate, rightful and current personal information such as Customer’s full legal name and email address when



2.5 To enhance the data and personal data security, Valohai is using Auth0 services to ensure encryption end-to-end. By using Valohai services you approve that your personal data is handled by Auth0 and that you accept their data security regulations. Please find them here: <https://auth0.com/docs/compliance/gdpr> You are not able to hold Valohai accountable on any breaches of Auth0 -services.

2.6 Customer understands that she is solely responsible for all documentation and regulations of GDPR, data protection and personal data regulatories inside the service. You own the data and the personal data inside the service. Valohai works as processor of the data.

2.7 Valohai may enable you to access other applications and websites. Even though these applications and websites are accessible through Valohai, they are not owned and controlled by us. Any links to third party websites are provided for convenience only, and the inclusion of any link does not imply that we endorse or verify such websites.

Accordingly, we are not responsible or liable for any loss or damage incurred by you as a result of your access to those applications and websites. Your use of, and access to, third party applications and websites will be governed by their terms and conditions and privacy policies. When accessing a third party website or application, we recommend that you read their terms and conditions and privacy policy.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “Proprietary Information” of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services (“Customer Data”). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third



3.2 Customer shall own all right, title and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services. Company shall own and retain all right, title and interest in and to (a) the Services and Software.

3.3 Notwithstanding anything to the contrary, Company shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies, and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

3.4 Valohai is GDPR compliant with it's processes regarding data security and privacy. You and your users agree to these privacy policies and data protection agreement. Our controller privacy policy, processor privacy policy is here and our DPA can be found from the upper part of this page. By using the software Valohai you agree to the terms on our DPA based on the general terms of the software.

3.5 Without limiting any other rights and remedies available to us, if we believe you have breached or are in breach of these Terms, we may: (a) limit your activities on Valohai; (b) issue a warning to you; (c) suspend or cancel your access to Valohai; (d) co-operate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity of or to locate anyone posting any content in breach of these Terms; and/or (e) disclose your identity and any other information we hold about you to any law enforcement authority if we believe this would assist to prevent the commission of any crime against a person or persons.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable



contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

4.3 To provide the payment services in Valohai we use Stripe -payment services. (www.stripe.com) Valohai does not hold, use or modify the payment, credit card, debit card or any other information associated with payment in Valohai application. All the data and usage is governed in Stripe service platform. Stripe might change the terms of their services as they have full rights to do that. You agree that Valohai is not held responsible of these changes and understand that the updated terms can be found at <https://stripe.com/fi/terms>

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, is obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including,



6. USE OF NAME

Valohai may use your, and the company's that you are representing, name and logo in its marketing collateral, websites, and promotional materials to identify you as a customer of Valohai.

7. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH



OF THE POSSIBILITY OF SUCH DAMAGES.

9. EDUCATIONAL USAGE

If you are explicitly granted an educational license, it is intended for non commercial use only. The license is personal and may not be sold or given to anyone else. A non-commercial license is granted on an application basis and its criteria may differ from time to time. All educational licenses are for non-commercial usage only and do not include commercial, professional or any other for-profit purposes.

10. COOKIE POLICY

Customer agrees that Valohai may use cookies to collect information for future marketing purposes. Cookies are small pieces of information that are stored in a browser-related file on your computer's hard drive when you use Valohai and/or our website. A cookie is a small text file that a website saves on your computer or mobile device when you visit the site. It enables the website to remember your actions and preferences (such as login, language, font size and other display preferences) over a period of time, so you don't have to keep re-entering them whenever you come back to the site or browse from one page to another. You can control and/or delete cookies as you wish – for details, see aboutcookies.org. You can delete all cookies that are already on your computer and you can set most browsers to prevent them from being placed. If you do this, however, you may have to manually adjust some preferences every time you visit a site and some services and functionalities may not work.

11. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing



proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys’ fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of Finland without regard to its conflict of laws provisions. Customer agrees to reasonably cooperate with Company to serve as a public customer reference account.

Platform	+
Solutions	+
Resources	+
Other	+
Nobody Cares...	+
Featured Success Stories	+

Sign up to our newsletter

Your work email

