



# TERMS AND CONDITIONS OF SUPPLY FOR AAC GLOBAL OY'S ("ACOLAD NORTHERN EUROPE") WEBSITE TRAINING SCHEDULING APPLICATION

## About this document

This document describes Acolad's Website Training Scheduling Application supplied by AAC Global Oy or AAC Global AB (hereinafter referred to as "Acolad Northern Europe").

AAC Global Oy and AAC Global AB are part of the Acolad Group and use the Acolad brand name in marketing.

## 1 Scope of application

The general terms and conditions for Acolad Northern Europe's services apply to all services supplied by Acolad Northern Europe to customers (hereinafter referred to as "the Customer" or "the Customers") unless otherwise agreed between the parties in writing. The terms and conditions for Website Training Scheduling Application apply to the use and information provided through the "Trainer Calendar" booking application published on Acolad Northern Europe's website.

## 2 Definitions

### 2.1 "Parties"

refers to the Customer and Acolad Northern Europe collectively.

### 2.2 "Service Output"

refers to the delivery of the actual training Service performed by Acolad Northern Europe.

### 2.3 "Website training scheduling application"

refers to an electronic service and application that is owned by Acolad Northern Europe and through which it possible, for example, to book a 45-minute meeting online with a trainer provided by Acolad Northern Europe for language and communication training.

### 2.4 "Booking request"

refers to a communication or information submitted by Customer to Acolad Northern Europe through Website training scheduling application or Portal and containing information related to Training Assignment.



## 2.5 "Assignment"

refers to a Service supplied to the Customer on the basis of the Booking Confirmation.

## 2.6 "Booking registration"

refers to a notice or communication submitted by Acolad Northern Europe to Customer where Acolad Northern Europe confirms the contents of the Booking Request and the delivery schedule related to Assignment. The Booking Registration confirmation will confirm the Order contents to Customer.

## 2.7 "Fee"

refers to the charge for the service as quoted on the Website training scheduling application.

## 2.8 "Public Booking"

refers to a Booking Request mad on the Website Training Scheduling Application for Service.

## 2.9 "Package Booking"

refers to a Booking Request made on a packaged version of the Website Training Scheduling Application."

## 2.10 "Training Service"

refers to the training that is provided to the Customer by an trainer supplied by Acolad Northern Europe

## 3 Supply of Services

### 3.1 Prerequisites of supply

The Customer must provide Acolad Northern Europe, with the information required for supplying the Service. This information will include, but is not limited to, the Customer's name, email address, contact phone number, employer or division or unit thereof, description of the training requested, time and date for delivery of the booking, and contact details of a supervisor or other approver for the Booking Registration. The personal information provided by the customer will be handled securely and confidentially and will only be used for the purposes of delivering the Service. The information will be deleted from all Acolad Northern Europe records after two years of receipt of the information. The Customer must inform Acolad Northern Europe in case there are changes regarding the information provided and this will affect the supply of the Service. The Customer is responsible to Acolad Northern Europe for ensuring that the information provided by the Customer is correct, up to date, accurate, and sufficient.

### 3.2 Public booking system

The Public Booking system refers to the Website Training Scheduling Application that is publicly available on the Acolad Northern Europe website. A Booking Request made on the Public Booking System includes a Service Fee that must be paid prior to Acolad Northern Europe converting the Booking Request into Booking Registration.

## 3.3 Package booking system

The Package Booking system refers to access to use the Website Training Scheduling Application without the need to pay the Service Fee to convert the Booking Request to Booking Confirmation. The access is available to the Customer for an agreed number of bookings for a fixed validity period. The Agreement to use the Package Booking system will include but not be limited to the total number of bookings to be made available to the Customer, the payment terms for the Package Booking system, the validity period, the URL for accessing the system, and cancellation policy.

## 3.4 Ordering and performing Services

The Customer orders the Service by submitting a Booking Request to Acolad Northern Europe for the Services. The service Booking Request may be submitted through Website Training Scheduling Application or through any other electronic means available. On the basis of the Booking Request, Acolad Northern Europe sends a Booking Confirmation to the Customer for the supply of Services, including, as a minimum, details of the contents of the Service, and delivery schedule. The Order confirmation will convert the Booking Request to Registration.

## 3.5 Online meeting tool

The training service is delivered via a proprietary meeting tool, Zoom, licensed from Zoom Video Communications, Inc. For GDPR compliance statement, see here: <https://zoom.us/privacy>

Full details regarding Zoom security features and controls are available here: <https://zoom.us/docs/doc/Zoom-Security-White-Paper.pdf>

## 3.6 Costs, fees and payment terms

Unless otherwise agreed in writing between the Parties, the Customer is obligated to pay Acolad Northern Europe for the Service the costs, charges and/or fees specified in the Website Training Scheduling Application System.

For Public Registrations, the Service Fee must be paid immediately prior to Acolad Northern Europe converting the Booking Request to Registration. The payment methods and terms are provided by the external payment institution, Checkout. The Service Fee is listed in Euros and is payable via Credit Card or web bank. The following are the key relevant terms relating to payment in the Booking Request. The full terms and conditions for the payment institution are found here in Finnish only <https://checkout.fi/verkkokauppiaille/maksuehdot/> and take precedence over any translation provided here.

Checkout is a secure payment method for you. They are a payment institution license issued by the Financial Supervisory Authority. The service is maintained by Checkout Finland Oy (Business ID 2196606-6) and Checkout Finland Oy is part of OP Group.

The Checkout payment service delivers your payment to the merchant (Acolad Northern Europe). If you have Checkout Finland Oy on your bank statement or credit card bill, we have forwarded your payment.

As your payee, Checkout Finland Oy will appear as your payee, we will pass your payment on to the online merchant. From the Website Training Scheduling Application, you are directed directly to your bank to make a secure payment. Checkout is shown as a payee on a card invoice and passes the payment card payment made by the customer directly to the merchant. Card payment is done securely on a secure payment form and the payment card information is not stored in e-commerce systems.

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For Package Bookings, the term of payment is fourteen (14) days net from the date of Service invoice. As a rule, Service Out is invoiced from the Customer immediately after the Agreement. An invoicing charge is added to each invoice delivered by Acolad Northern Europe to the Customer. If the Customer's payment is delayed, Acolad Northern Europe is entitled to charge the Customer, in addition to the delayed payments and/or collection and handling charges, interest for late payment in accordance with the current Interest Act, starting from the due date of the invoice. Acolad Northern Europe is entitled to discontinue its performance under the agreement if the Customer fails to pay its invoice in time.

Unless otherwise agreed, the charges and/or fees quoted to the Customer do not include value added tax or any other tax or public levy. These will be added to the payments at the prevailing rates.

Any notices concerning the invoices must be delivered to Acolad Northern Europe within fourteen (14) days from the date of invoice. Any notices issued after the deadline will be ignored. Any adjustments regarding invoicing will be taken into account in the following invoice and, if that is not possible, Acolad Northern Europe will send the Customer a new invoice.

Daily allowances and other similar expenses will be separately charged to the Customer according to the current official travelling code.

## 3.7 Delivery time

The Customer accepts the delivery time for the Service by submitting a Booking Request to Acolad Northern Europe. Acolad Northern Europe is obligated to deliver the Service to the Customer at the delivery time confirmed in writing in Booking Confirmation. Acolad Northern Europe will not assume responsibility to the Customer for not being able to start or complete the supply of Service due to reasons that are not attributable to Acolad Northern Europe.

## 3.8 Acceptance of delivery and defect in the Service

For its part, the Customer must use its best endeavors to contribute to Acolad Northern Europe being able to supply the Services in the agreed manner.

The delivery of Services will be deemed accepted if the Customer does not file a complaint regarding errors or defects in supplying the Services within ten (10) days from the delivery of the Service. If the Customer fails to complain within the above time, the Customer loses its right to plead a defect as defined below.

Unless otherwise agreed, the Service has a defect if the Service substantially deviates from what has been agreed on in the Service properties in writing between Acolad Northern Europe and the Customer (hereinafter referred to as "the Defect"). The Customer shall submit a written description of the Defect to Acolad Northern Europe.

Acolad Northern Europe is entitled to rectify the Defect or, if rectifying the Service Defect is not possible, Acolad Northern Europe is entitled to perform the Service again in the manner agreed with the Customer. The rectification of Service Defects does not apply to Defects caused by the Customer's neglect, carelessness, defects or shortcomings in the Booking Request, or actions contrary to the instructions regarding the use of the Service.

The obligations of Acolad Northern Europe to rectify the Defect specified in this clause constitute the entire liability of Acolad Northern Europe regarding Service Defects.

## 3.9 Producing the Service

Acolad Northern Europe supplies the Service using the methods and processes of its choice, and observes good practices and current laws in all its Services-related actions. However, Acolad Northern Europe has the right to change the method of producing the Services when required, provided that the content of Services is not significantly altered. Acolad Northern Europe endeavors to notify the Customer of such changes as early as possible. Acolad Northern Europe has the right to use subcontractors for producing the Service and supplying it to the Customer. Acolad Northern Europe is responsible for its subcontractors' work as it is for its own. Acolad Northern Europe uses its best endeavors to have the Services produced corresponding to the purpose specified by the Customer in the Booking Request to ensure that the Service Outcome is without fault with regard to its quality.

## 3.10 Delays

Should Acolad Northern Europe notice in the course of supplying the Service that the Service will not be completed on the agreed delivery time, Acolad Northern Europe shall immediately inform the Customer and provide an estimate of the new delivery time.

## 3.11 Cancellation Policy

A Booking Registration issued to the Customer is binding. A Booking Registration may be cancelled using the Cancellation Link in the Booking Confirmation.

If the Customer cancels a Public Registration more than 48 hours prior to the agreed delivery time of the Service, Acolad Northern Europe will refund the Service Fee. The refund is made by Acolad Northern Europe's external payment provider, Checkout <<https://checkout.fi/verkkokauppiaille/maksuehdot/>>. If a Public Registration is cancelled by the Customer less than 48 hours prior to the delivery time of the Service, the Registration will be cancelled and the Service Fee will be forfeited by the Customer. In all cases, the 48-hour term of the Cancellation Policy is calculated using Business Days only, and does not include Weekends.

Unless otherwise agreed in the Agreement, if a Customer cancels a Package Booking more than 24 hours prior to the agreed delivery time of the Service, Acolad Northern Europe will cancel the Booking Registration. If a Package Registration is cancelled by the Customer less than 24 hours prior to the delivery time of the Service, the Registration will be cancelled, however the number of available Tokens in the Package will not be adjusted. The amount payable on the invoice will not be adjusted. In all cases, the 24-hour term of the Cancellation Policy is calculated using Business Days only, and does not include Weekends.

When the supply of the Service is already in progress, or at such a stage that supplying the Service has already incurred costs for Acolad Northern Europe, the Customer is liable to compensate for the incurred costs or to pay for that portion of the work that was completed before the Booking Registration was cancelled.

## 4 Right of use and responsibility for the Service

### 4.1 Rights to Service content

The Customer is granted a right to use the Service Output produced on the basis of the Service after the Customer has paid the price charged for the Service in full to Acolad Northern Europe. If the Service Output contains Acolad Northern Europe Material, the Customer has the right to use the Service Output in conjunction with the delivery of the Service

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performed by Acolad Northern Europe, and the rights of use remain valid for the term of validity of the Agreement between Acolad Northern Europe and the Customer or the individual Assignment, unless otherwise agreed in writing between the Parties.

When using the Reference Materials, Acolad Northern Europe will observe the confidentiality stipulations included in these general terms and conditions.

The Customer will not obtain title or copyright to such computer software and products used in the Services that have been licensed from a third party or to which the Customer obtains rights of use from Acolad Northern Europe's subcontractor on the basis of a separate license agreement or other arrangement.

Acolad Northern Europe or its partners will hold the title and copyright to the Website Booking Application and other software applications referred to in the service descriptions of the Services. The Customer obtains a right of use for the Website Booking Application and the software applications contained in it for the duration of supplying the Service. The Customer does not have the right to transfer, copy or modify the software applications used in the Service, Acolad Northern Europe Material, passwords or any other similar material without the written consent of Acolad Northern Europe.

## 4.2 Responsibility for the contents and use of the Service

Acolad Northern Europe is responsible for ensuring that the Acolad Northern Europe Material it produces for the Service complies with the law and good practices. Acolad Northern Europe is liable to compensate the Customer for such losses that the Customer has suffered because Acolad Northern Europe Material infringes a third party copyright or patent, business secret, trademark or service trademark valid at the time of signing the Agreement (hereinafter referred to as "the Incorporeal Rights"). The above liability of Acolad Northern Europe to pay compensation requires that the Customer: (a) informs Acolad Northern Europe immediately of the claim of the third party, (b) provides Acolad Northern Europe with an opportunity to respond to and control the actions related to settling the dispute, (c) assists Acolad Northern Europe in the actions related to settling the dispute, (d) stops using the Acolad Northern Europe Material when requested to do so by Acolad Northern Europe.

However, the above conditions will not apply to infringements that are caused by: (a) using Acolad Northern Europe Material or Service Output contrary to instructions, or the Customer using them in a context different to the one for they were produced for the Customer; or (b) having made such amendments or further specifications to the Acolad Northern Europe Material or Service Output that Acolad Northern Europe had not approved in writing and in advance; (c) the Customer transferring the Acolad Northern Europe Material separate from the Service Output for use by a third party; (d) or the Source or Reference Material or any other similar information, material or definitions supplied by the Customer to Acolad Northern Europe.

If there are valid grounds and a fair probability for assuming that Acolad Northern Europe Material or part of it might be considered to infringe the Incorporeal Rights held by a third party, Acolad Northern Europe may, within a reasonable time and at its discretion, either: (a) replace, at its own cost, the Acolad Northern Europe Material or part of it with other material that does not infringe the Incorporeal Rights held by a third party; or (b) make such amendments to the Acolad Northern Europe Material that it no longer infringes the Incorporeal Rights held by a third party. If Acolad Northern Europe is incapable of carrying out the action set out in (a) or (b) above, the Customer must return to Acolad Northern Europe the Acolad Northern Europe Material infringing the Incorporeal Rights held by a third party. Acolad Northern

Europe's maximum liability towards the Customer as a result of such an infringement is limited to the fee for any Service that the Customer pays to Acolad Northern Europe and for which the Acolad Northern Europe Material has been used.

The conditions set out in clause 4.2 define the entire liability of Acolad Northern Europe, and they also determine the Customer's exclusive and sole grounds for demanding compensation from Acolad Northern Europe for any infringement or alleged infringement of Incorporeal Rights held by a third party.

#### 4.3 The Customer's liability for the material it has supplied

The Customer is responsible to Acolad Northern Europe for ensuring that any material it has supplied to Acolad Northern Europe for the purpose of producing the Services do not infringe the rights held by a third party. If the Customer gives its above material (for example, software and documentary material) to Acolad Northern Europe for the purpose of producing the Services, the Customer undertakes to hold Acolad Northern Europe harmless against any third party claims and losses incurred by Acolad Northern Europe or demanded by a third party in case the liabilities and losses are caused by an infringement of the Incorporeal Rights held by a third party.

## 5 Changes requested by the Customer regarding individual Assignments

The contents, schedule and price of the Service provided to the Customer on the basis of an individual Public Registration are based on the contents of the agreed Registration. If changes take place in the information, material or other circumstances forming the basis of the Registration and they are not attributable to Acolad Northern Europe or within its scope of responsibility (such as the Customer's errors and delays, time schedule alterations made by the Customer, or changes or delays caused by third parties), they will be deemed alterations to the Registration that entitle changing the contents, schedule and price of the Registration correspondingly.

## 6 Changes requested by the Customer regarding the Service

The changes to the Service proposed by the Customer shall be negotiated between the Parties. If Acolad Northern Europe takes the view that the suggested change affects the price charged from the Customer for the Service or its schedule or contents, Acolad Northern Europe is obligated to inform the Customer about this, and to negotiate an additional charge, adjustment of the schedule or other changes to the Assignment.

## 7 Confidential information

"Confidential Information" refers to all information and material that the Customer and Acolad Northern Europe give each other in the course of supplying the Service and in relation to the Service, and: (a) that bears markings denoting confidentiality or the other Party's ownership; (b) that must be treated as confidential due to its properties and nature. However, Confidential Information does not include such results of work or information developed in conjunction with supplying the Service that: (i) was already known to the other Party at the time it was divulged; (ii) is or will be in the public domain without any wrongful or careless action by the other Party; (iii) was developed independently without using the other Party's Confidential Information; or (iv) was received from a third party not bound by confidentiality and that therefore does not breach this obligation.

Neither Party must use or divulge to third parties the other Party's Confidential Information without the written advance consent of the other Party, with the exception of its employees, representatives and subcontractors who, for the purpose of the agreement or production of the Services, need to obtain Confidential Information.

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Both Parties undertake to protect the other Party's Confidential Information and keep it in a safe manner. Unless otherwise agreed, the Parties shall return to the other Party all that Party's confidential information obtained when the Agreement between Acolad Northern Europe and the Customer expires. In case returning it is not possible, any Confidential Information belonging to the other Party must be destroyed. The restrictions and obligations associated with confidentiality will expire two (2) years after the expiry of the Agreement. However, Acolad Northern Europe has the right to keep the Customer's Confidential Information on its back-up tapes. If the Customer requires the Confidential Information contained on the back-up tapes to be destroyed, the Customer must bear the costs incurred by Acolad Northern Europe for destroying the above information.

## 8 Personal data

The Customer accepts that in order to perform the Services, Acolad Northern Europe may obtain from the Customer personal data relating to its employees, directors, customers or other third parties that the Customer has business dealings with (hereinafter referred to as "the Customer's Personal Data") and that it may be necessary for Acolad Northern Europe to process such Customer's Personal Data and/or transfer it to companies within the same Group outside Finland, however, not outside the EU/EEC.

The Customer has obtained all necessary consents that Acolad Northern Europe needs in order to process the Customer's Personal Data and allows Acolad Northern Europe to process the Customer's Personal Data in compliance with the laws governing the protection of privacy and personal data to the extent necessary for performing the Services. The Customer will continue to keep the register of the Customer's Personal Data.

The Customer accepts that Acolad Northern Europe and the companies within the same Group have the right to process such personal data of the Customer's employees that Acolad Northern Europe deems necessary for performing the Service.

## 9 Force Majeure

The Customer or Acolad Northern Europe will not be responsible towards the other Party for delays caused by circumstances beyond their reasonable control. Such circumstances include, but are not limited to, the following: fire or other accident, strike or labour action, interruptions in telecommunications or electricity supply, war or some other act of violence, accident or any act, decree, regulation or decision issued by a public body or authority (hereinafter referred to as "the Grounds for Release"). Force Majeure conditions faced by Acolad Northern Europe's subcontractors will also be deemed as Grounds for Release regarding Acolad Northern Europe. Each Party must immediately inform the other Party of the onset and end of Force Majeure conditions. If the Force Majeure conditions prevail for more than two (2) months, the other Party is entitled to rescind the Assignment regarding the supply of a Service.

## 10 Limitation of liability

Neither Party will be liable towards the other Party for consequential or indirect damages, expenses or losses (including lost profits and replacement purchases). In all cases, Acolad Northern Europe's liability for damages is limited to the amount paid by the Customer to Acolad Northern Europe for the Assignment causing the damages attributable to Acolad Northern Europe.



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Acolad Northern Europe will neither be liable to pay the Customer compensation for damages caused by reasons attributable to the Customer or third parties. Acolad Northern Europe is under no obligation to compensate for damages caused by reasons beyond Acolad Northern Europe's control (such as telecommunications problems, natural phenomena or similar). Acolad Northern Europe is neither liable to pay compensation for any compensation for damages, refunds, nor other types of compensation possibly paid by the Customer to third parties.

Compensation must be claimed from the other Party within one (1) month from the date on which the Party detected, or should have detected, the neglect, action or Defect entitling to compensation.

This clause exhaustively stipulates the amount and extent of the Parties' liability to pay compensation.

## **11 Transfer of Service Assignments**

The Parties are not entitled to transfer the Frame Agreement or Assignment to a third party without the written permission of the other Party. This does not prevent Acolad Northern Europe from using a subcontractor as specified in clause 3.5. However, Acolad Northern Europe is entitled to transfer the Assignment to a third party by notifying the Customer in case Acolad Northern Europe's business, or a part of its business relevant to the Services, is transferred to a third party. Acolad Northern Europe is also entitled to transfer its receivables based on the Services to a third party, after which all payments are payable to the transferee only.

## **12 Validity of and amendments to the general terms and conditions**

Acolad Northern Europe has the right to amend the general terms and conditions. The amended terms and conditions become binding on the Customer within one (1) month from the date on which the Customer was sent a written notification with the new general terms and conditions. If the Customer does not accept the new general terms and conditions, the Customer must inform Acolad Northern Europe of this within two (2) weeks from the notice sent by Acolad Northern Europe. In this case, the Customer has the right to terminate the Agreement between Acolad Northern Europe and the Customer; if the Agreement is not terminated, the new terms and conditions become effective two (2) months after the Customer announced its refusal.

## **13 Order of precedence**

In case of a discrepancy between the Agreement signed between the Parties and its attachments, the Agreement will take precedence over the attachments which also have a stated order of preference between them.

## **14 Validity**

The supply based on an Assignment that is not based on the Agreement between the Parties is deemed complete when the Service has been delivered to the Customer. When the delivery of the Service is completed, the Customer must pay to Acolad Northern Europe all the charges and expenses based on the supply of the Services.

For Services that are only partially completed or performed and for which the payment was not yet due at the time of expiry of the agreement covering the Assignment, the Customer shall pay Acolad Northern Europe a portion corresponding to the part of the Service that Acolad Northern Europe has completed.

## **15 Settlement of disputes and applicable law**

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Any disputes between the Parties arising from and caused by the supply of Services shall be primarily settled through negotiations between the Parties. If the Parties fail to reach a consensus in their negotiations, the disputes shall be finally settled by arbitration for which the Central Chamber of Commerce shall appoint one arbitrator. The rules of the Arbitration Board of the Central Chamber of Commerce shall govern the arbitration proceedings. The place of jurisdiction shall be Helsinki, and the law of Finland shall be applied to the agreement and supply of Services. The United Nations Convention on Contracts for the International Sale of Goods will not be applied to the agreement or to supplying the Services.