

## LIONHEARTS – TERMS OF SERVICE

Welcome to Lionhearts – service! With Lionhearts, we provide our Clients first class consulting service with the help of our Users.

Read these Terms of Service carefully. These Terms of Service govern the use of Lionhearts – service. If you do not agree to these Terms of Service, you should not use the Service.

User accepts these Terms of Service as part of the application procedure to the Service. These Terms of Service create an agreement between the User and Co-founders Oy (business identity code: 2779587-8, Iso Roobertinkatu 3-5, 00120 Helsinki).

The Terms of Service are concluded between Co-founders and the User only and we are solely responsible for the Service and the content thereof as set out in our Terms of Service.

### 1 DEFINITIONS

<b>Co-founders or we</b>	means Co-founders Oy (business identity code: 2779587-8).
<b>Client</b>	means organization or company that acquires consulting from Co-founders Oy pertaining to the Services.
<b>Personal Data</b>	has the meaning given to it in the all mandatory laws and regulations applicable to processing of personal data from time to time, including the EU General Data Protection Regulation 2016/679 ("GDPR") and all related national laws, regulations and other statutes implementing the GDPR.
<b>Intellectual Property Rights</b>	means copyrights and related rights (including database and catalogue rights and photography rights), patents, utility models, design rights, trademarks, tradenames, trade secrets, know-how and any other form of registered or unregistered intellectual property rights.
<b>Terms of Service or Agreement</b>	means these Terms of Service.
<b>Party</b>	means Co-founders or you, jointly the "Parties".
<b>Service</b>	means Lionhearts -service, which is available through lionhearts.fi and lionhearts.com websites.
<b>User or you</b>	means the person who has applied to the Service or has a valid user account in the Service.

### 2 RIGHT TO USE THE SERVICE

- 2.1.1.1 Except as specifically provided under this Agreement, Co-founders grants User limited, non-exclusive, non-transferable and non-sublicensable right to use the Service in the form offered to User by us from time to time for the purposes and terms set forth in this Agreement.
- 2.1.1.2 When you subscribe to the Service, you have access to the Service and its content during the validity of the Subscription.
- 2.1.1.3 Lionhearts does not enter into an employment contract with the User. Any employment contracts will be concluded between you and the Client.
- 2.1.1.4 Co-founders is not responsible for obtaining the equipment or connections necessary to use the Service as well as for any costs relating thereto.

### 3 USER ACCOUNTS

- 3.1.1.1 When filing an application to the Service, User must submit accurate and current details as requested in the Service. Please remember to update your and User's details in case of any changes.
- 3.1.1.2 Your account and password are personal. Do not disclose your password to third parties and do not let third parties use your user account (except for Users). User is responsible for all use of the Service under their account.
- 3.1.1.3 We have the right to terminate your account any time in case we deem that you or some of the Users have breached this Agreement, added misleading, inaccurate, inappropriate, unauthorized or illegal content to the Service or caused harm to us or the other users of the Service.

#### **4 USER DATA**

- 4.1.1.1 In connection with the use of the Service, you must give us the requested information such as your e-mail address, password, necessary payment information and username of each User ("User Data").
- 4.1.1.2 User shall ensure the legality, reliability and quality of the User Data.

#### **5 SUBSCRIPTION**

- 5.1.1.1 The functionalities of the Service become available to you after we have accepted your application to join the Service. Furthermore, you are required to accept these Terms of Service before filing the application.
- 5.1.1.2 In connection with the subscription of the Service, User gives his/her explicit consent to be subject to offers regarding providing consulting to the Clients.
- 5.1.1.3 We have the right to remove the User accounts, which we deem to be against this Agreement.

#### **6 RESTRICTIONS OF USE OF THE SERVICE**

- 6.1.1.1 User and Users can use the Service solely and exclusively in accordance with the terms of this Agreement and for the purposes set forth in this Agreement. User and User must comply with possible third-party terms when using the Service.
- 6.1.1.2 Unless otherwise permitted in this Agreement, User or Users may not:
  - (i) make changes to the Services;
  - (ii) circumvent or attempt to circumvent any usage control or anti-copy features of the Service;
  - (iii) probe, scan or test the vulnerability of the Service;
  - (iv) use the Service or the content available through the Service in any manner that could damage, disable, overburden or impair the Service;
  - (v) use any data mining, robots, scraping, or similar data gathering or extraction methods;
  - (vi) use bots or other automated methods to use the Service;
  - (vii) use, copy, sell, resell, rent, transfer, license or otherwise provide anybody with the Service to third parties;
  - (viii) interfere with other users' use of the Service;

- (ix) reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code of the Service or any related technology, or any part thereof;
- (x) use the Service for transmitting any unauthorized advertising, promotional materials, junk mail, spam, chain letters, contests, pyramid schemes, or any other form of solicitation or mass messaging;
- (xi) create an account in the Service using a fake identity or an identity of another person;
- (xii) access the Service except through the interfaces expressly provided by the Co-founders such as Lionhearts – website maintained by Co-founders;
- (xiii) use the Service in violation of applicable law;
- (xiv) use the Service in ways that violate intellectual property rights, trade secrets or privacy of Co-founders or third parties;
- (xv) use the Service for unauthorized, inappropriate or unethical purposes or activities; or
- (xvi) use the Service to transmit any material that contains adware, malware, spyware, software viruses, worms or any other computer code designed to interrupt, destroy, or limit the functionality of computer software or equipment.

## **7 MODIFICATIONS TO THE SERVICE**

7.1.1.1 Please note that Co-founders defines the rules applicable to the use of the Service at any given time. We are continuously developing the Service and we may change or remove different parts of the Service, including its functionalities and features, in part or in whole. We may make modifications or changes to the Service at any time at our sole discretion and without notifying you thereof, provided that such changes do not materially reduce the features of the Service. If we introduce changes that materially reduce the features of the Service, we will notify you thereof 30 days in advance and you are entitled to terminate the subscription of the Service on the effective day of the changes.

## **8 THIRD-PARTY SERVICES**

8.1.1.1 Certain functionalities of the Service may be provided by third parties.

8.1.1.2 This Agreement covers exclusively the Service and the use thereof. Any and all third-party services and content linked are provided by the relevant third parties and covered by their terms of service or other agreement or licenses. Co-founders does not assume any liability in regard to the use of such third-party services and their content, regardless of whether they are referenced or available through the Service.

## **9 PERSONAL DATA**

9.1.1.1 Co-founders collects and processes data, including Personal Data, in order to offer User the Services and to provide Clients with the consulting services pertaining to the Services. We process such Personal Data in accordance with our Privacy Statement in force from time to time.

## **10 INTELLECTUAL PROPERTY RIGHTS**

10.1.1.1 All right, title and interest in and to all Intellectual Property Rights in or related to the Service, any data generated by the Service or the your use of the Service and all related

documentation and analytics (including modifications to any of the foregoing, if any) shall remain exclusively vested with and be the sole and exclusive property of Co-founders and/or our subcontractors or licensors, as the case may be.

- 10.1.1.2 Except as expressly stated herein, this Agreement does not grant User any Intellectual Property Rights in the Services and all rights not expressly granted to User in this Agreement are reserved by us and our subcontractors or licensors, as the case may be.
- 10.1.1.3 If a third party makes a claim that the Service or User's use of it infringes any third-party Intellectual Property Rights, Co-founders shall be solely responsible for the investigation, defense, settlement and discharge of this claim for infringement of Intellectual Property Rights.

## **11 AVAILABILITY OF THE SERVICE, WARRANTIES AND LIMITATION OF LIABILITY**

- 11.1.1.1 Co-founders tries to keep the Service up and running but please note that the Service may at any time be temporarily interrupted or permanently discontinued. We offer the Service to User as it is available from time to time and we do not guarantee its suitability to Users or Users' purposes.
- 11.1.1.2 User acknowledges that interruptions to the availability of the Services may also occur due to no fault of us, for example, in the event of data connection disruptions or interruptions to the availability of systems or components delivered by third parties.
- 11.1.1.3 Parties are not responsible for direct or indirect damages to other Party. For clarity, limited liability, as stated herein, is not applicable to damages caused deliberately or by gross negligence. These Terms of Service do not limit our liability to the User beyond what is permitted by applicable law.
- 11.1.1.4 To the extent any warranty exists under law that cannot be disclaimed, Co-founders shall be solely responsible for such warranty.
- 11.1.1.5 User understands the use of the Service may require, among other things, that User has and maintains fully functioning internet connection and necessary devices to use the Service. User acknowledges that User can use the Service independently and understands that he/she is responsible for his/her use of the Service.

## **12 TERM AND TERMINATION**

- 12.1.1.1 This Agreement shall enter into force immediately after you have accepted this Agreement as part of the application procedure of the Service.
- 12.1.1.2 This Agreement shall remain in effect until User's application is rejected, Co-founders terminates this Agreement or until User's user account is deleted.
- 12.1.1.3 The User may terminate the use of the Service at any time. In case the User wishes to delete his / her account in the Service, User has to send Lionhearts an email using the contacts provided above and by clearly stating, "I would like to delete my account from Lionhearts".
- 12.1.1.4 Co-founders may terminate this Agreement and User's account at any time immediate by notifying the User in writing. In case of termination of the Agreement by Co-founders, User's user's rights and access to the Service ends immediately.
- 12.1.1.5 All provisions of this Agreement that are intended to survive the termination or expiry of this Agreement shall do so, including without limitation Section 10 (*Intellectual Property Rights*), 11 (*Availability of the Service, Warranties and Limitation of Liability*) and 13.1 (*Governing Law and Dispute Resolution*).

## **13 MISCELLANOUS**

### **13.1 Governing Law and Dispute Resolution**

- 13.1.1.1.1 This Agreement shall be exclusively governed by and construed in accordance with the laws of Finland without regard to its choice of law provisions.
- 13.1.1.1.2 Any dispute arising from or relating to this Agreement shall be subject to amicable negotiations between the User and Co-founders. If no amicable settlement is reached, the dispute shall be settled by the District Court of Helsinki as the first instance.

### **13.2 Subcontractors**

- 13.2.1.1.1 Co-founders shall be entitled to use subcontractors for the provision of the Services. We shall be liable for the subcontractors' work and services in the same manner as for its own work and services.

### **13.3 Amendments**

- 13.3.1.1.1 We are entitled to amend these Terms of Service by publishing the amendment Terms of Service on our website and providing Users with a notice to the email address they have submitted to us. The amended Terms of Service will become effective within 30 days after they have been published.
- 13.3.1.1.2 If the changes to the Terms of Service materially reduce the position of the User, the User is entitled to terminate the subscription of the Service on the effective day of the changes.

### **13.4 Severability**

- 13.4.1.1.1 If any part of this Agreement is held to be invalid or unenforceable by any court, tribunal or other authority having jurisdiction, this shall not affect the validity or enforceability of the rest of this Agreement. Instead, this Agreement shall be construed and interpreted so that its effect shall remain as close as legally possible to the effect it would have had without such invalidity or unenforceability.

### **13.5 Assignment**

- 13.5.1.1.1 You cannot transfer or assign this Agreement or the rights and obligations assigned to you by this Agreement to a third-party. We may, however, assign this Agreement and all or any of our rights or obligations hereunder in whole or part to an affiliate or successor or to a purchaser or acquirer of its business assets without your prior consent.

Any questions, complaints or claims with respect to the Service should be directed to:

*Co-founders Oy  
Iso Roobertinkatu 3-5*

*00120 Helsinki*

*+358 (0)50 599 3832  
ia@Co-founders.com*