

Iisifix.fi – Terms of Use for Workshops Oct 21 2016, PLEASE READ THESE TERMS AND CONDITIONS BEFORE USING THE IISIFIX.FI WEBSITE. BY USING THIS WEBSITE, YOU AGREE TO COMPLY WITH AND BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS AND CONDITIONS, YOU MUST REFRAIN FROM USING OUR WEBSITE.

1. GENERAL

1.1 We operate the website www.iisifix.fi. We are Iisifix a company registered in Finland under company number 2781243-9 (“Y-tunnus”) and with registered office at Ritzinkuja 1 O 82, 20380 Turku Finland. 1.2 Definitions:

(a) “Privacy Policy” shall mean the Company’s Privacy Policy as amended from time to time; (b) “Repair Workshop” shall mean car garages, workshops, companies, trade person, trade persons that use the Company’s service in order to receive information from the Company; (c) “Repair Workshop Information” shall mean any information relating to the Repair Workshop and/or its Sub-contractors which the Repair Workshop provides to the Company or to other users of the website as part of the participation and interaction with the Repair Workshop in and with the Company’s Service including information provided during registration, listing, rating and any other communication processes arising as a result of the use of the Services or the website by the Repair Vehicle; (d) “Service(s)” shall mean the services, procedures and information provided and used by the Company for the benefit of Repair Workshops and Vehicle Owners, including but not exclusively to information, products and services provided by telephone, fax or post, on the website and by email to the provision of a dedicated profile page on the website for a Repair Workshop; (e) “Sub-contractor” shall mean contractors, subcontractors and sole traders, or any other person or company working (or contemplated by the Repair Workshop to be likely to work) with or for or on behalf of a Repair Workshop in connection with the Services. (f) “Vehicle Owner” shall mean any person, persons, companies or other organisations using the services of the Company in order to post information to Repair Workshops; (g) “Vehicle Owner Agreement” shall mean the user agreement which applies to Vehicle Owners and the Company as the same may be varied from time to time; (h) “Jobs” shall mean projects and services carried out by Repair Workshop (and their Subcontractors), for or on behalf of the Vehicle Owners.

1.3 The Company relies on Vehicle Owners to specify and describe their Project requirements. The Company makes no warranty for the accuracy or completeness of any information provided by the Vehicle Owners.

1.4 The Company makes no guarantee to refer any Works to a Repair Workshop.

1.5 If the Repair Workshop decides to use a Sub-contractor, it is responsible for ensuring its Sub-contractors are legally able to tender for a Project and to perform the Project in the specified description. 1.6 The Company is not party to any contract entered into between the Vehicle Owner and the Repair Workshop and/or its Sub-contractors in relation to any Works. The Company is not liable to the Repair Workshop and/or its Subcontractors for any occurrence resulting from dealings or engagements between the Vehicle Owner and the Repair Workshop and/or its Sub-contractors, including but without limitation to any direct, indirect or consequential or inconsequential loss of any kind suffered by the Repair Workshop and/or its Sub-contractors.

2. PRICES, PAYMENT AND CHARGES

2.1 The Repair Workshop pays a commission on the total jobs done invoiced end of every month.

2.2 The percentage of commission is calculated as per your specific agreement on any invoice excluding VAT but including any extra work, which is not originally included in the specific description (“the Commission”). The Commission is calculated from the total work that the Repair Workshop received as a result of the Services of the Company and/or from the Project(s), regardless of the number of invoices issued by the Repair Workshop.

2.3 If the payment of the invoice of commission or subscription fee is not made within 7 days from the due date specified on the invoice, (a) the Repair Workshop’s profile is subject to suspension with or without warning to the Repair Workshop; and (b) a weekly reminder fee of 10 euro is payable, but it shall not exceed 45 euro per Project.

2.4 The Repair Workshop shall update the Company’s system correctly and promptly in which case no later than 7 calendar days after the Project is completed. Otherwise a fine of 20 euro to be charged on a weekly basis (the “Late Fees”).

3. REPAIR WORKSHOP OBLIGATIONS

3.1 Repair Workshops are solely responsible for the Repair Workshop Information provided by the Repair Workshop (and its Sub-contractors). Repair Workshop agrees to provide true, accurate, current and complete information when providing details to the Company. The Repair Workshop agrees not to impersonate any other business, entity or person or to use a false name or a name that it is not authorised to use. The Repair Workshop also agrees not to provide misleading information relating to skill sets, qualifications or trade accreditations of the applicable Repair Workshop (and its Subcontractors)

3.2 The Repair Workshop shall ensure that Repair Workshop Information and the activities of that Repair Workshop (and its Sub-contractors) on the website are not false, inaccurate or misleading, offensive, menacing, abusive, defamatory, or in breach of copyright, confidence, privacy or any other rights. The Repair Workshop shall ensure that its (and its Sub-contractors’) Information does not infringe any third party’s copyright, patent, trade mark, trade secret or other proprietary rights or rights of publicity or privacy, be fraudulent, be in breach of any applicable laws or

regulations (including, but not limited to, consumer protection, unfair competition, anti-discrimination, false advertising), be obscene, indecent or contain pornography.

3.3 To enable the Company to use Repair Workshop Information, Repair Workshop on behalf of themselves and their Sub-contractors grant to the Company a nonexclusive, world-wide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) license to exercise the copyright, trade mark, publicity, and database rights Repair Workshop or applicable Sub-contractor may have in the Repair Workshop Information, in any media now known or not currently known. Repair Workshop also waive on behalf of themselves and their applicable sub-Contractors all moral rights each may have in the Repair Workshop Information to the fullest extent permitted by law.

3.4 The Repair Workshop shall ensure that its Repair Workshop Information does not contain any computer viruses, macro viruses, Trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer or to surreptitiously intercept, access without authority or expropriate any system, data or personal information.

3.5 The Repair Workshop shall ensure that its Repair Workshop Information does not cause the website to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the website is in any way impaired.

3.6 The Repair Workshop hereby acknowledges that the Company, at its absolute discretion, shall be entitled to edit, modify or remove any part or parts of the Repair Workshop Information, which it considers is in breach of any of the provisions of the Terms and Conditions.

3.7 By way of non-exhaustive examples, the Repair Workshop agrees not to use the Website or the Services for any illegal purpose or to transmit or post any material which is defamatory, offensive, malicious, misleading or of an obscene or menacing character, or in such a way as to cause annoyance, inconvenience or needless anxiety.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 To the extent that all copyright and other intellectual property rights throughout the world in the information provided by the Repair Workshop does not vest in the Company by operation of law or the other provisions of these terms and conditions, the Repair Workshop hereby grants to the Company (free of charge) an exclusive, perpetual, royalty free license to use such information for any purpose.

4.2 The Repair Workshop hereby acknowledges that all present and future copyright and other intellectual property rights subsisting in, or used in connection with, the website (the "Rights"), including the manner in which the website is presented or appears and all information and documentation relating thereto is the property of the Company and nothing contained herein shall be construed so as to transfer any such rights to the Repair Workshop.

4.3 Without prejudice to the generality of the foregoing, if and to the extent that the Repair Workshop owns any or all of the Rights, the Repair Workshop hereby irrevocably and unconditionally assigns the Rights, with full title guarantee, to the Company for the full period of copyright and all renewals extensions and/or revivals thereof and thereafter in perpetuity, throughout the world.

5. LIMITATION OF LIABILITY AND INDEMNITY

5.1 The Repair Workshop agrees that, except for death and personal injury arising from the Company's negligence, the Company shall not be liable in contract, tort, negligence, statutory duty or otherwise, for any loss or damage whatsoever arising from or in any way connected with this contract, including, without limitation, damage for loss of business, loss of profits, business interruption, loss of business information, loss of data, or any other pecuniary loss (even where the Company has been advised of the possibility of such loss or damage).

5.2 The Company does not and cannot be involved in Vehicle Owner's dealings with the Repair Workshop (or any of its Sub-Contractors), and in the event that a Vehicle Owner has a dispute with one or more Repair Workshops (or any of its Sub-Contractors), the Repair Workshop hereby releases the Company (and its agents and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

5.3 Save as expressly set out herein, all conditions, warranties and obligations which may be implied or incorporated into these terms and conditions by statute, common law, or otherwise and any liabilities arising therefrom, are hereby expressly excluded to the extent permitted by law.

6. DISPUTE

6.1 Should a Repair Workshops (or any of its Sub-contractors) have a dispute with a Vehicle Owner, they must, in the first instance, address such dispute directly to the Vehicle Owner concerned and feedback the results to the Company or the Local Representative.

6.2 The Company and/or the Local Representative may at its sole discretion without being under legal obligation to do so, investigate any grievances held by Vehicle Owners or Repair Workshops, and may discuss any investigation with all involved parties. However there are only three possible outcomes of a grievance investigation: (a) the Vehicle Owner and/or Repair Workshop may be allowed to continue using the Services of the Company; (b) the Vehicle Owner and/or Repair Workshop may be suspended from using the Services of the Company for a period of time, at the discretion of the Company; (c) the Vehicle Owner and/or Repair Workshop may be banned indefinitely from using the services of the Company.

6.3 The Repair Workshop hereby agrees to release the Company and/or the Local Representative from any damages or claims (including punitive, consequential and incidental damages) of every kind or nature, suspected and unsuspected, known and unknown, and disclosed or undisclosed, arising out of or in any way connected with such disputes.

7. SUSPENSIONS AND TERMINATION

7.1 The Company reserves the right to suspend or discontinue its Service to a Repair Works, with immediate effect, as it sees fit and in circumstances including, but not limited to: (a) where the Company and/or the Local Representative has not received written permission from provisional Repair Workshop (on behalf of themselves and/or their Subcontractors) to undertake the necessary checks as part of the Company's vetting process within the period required by the registration process; (b) where payments that are due have not been settled within 14 days; or (c) where the Company and/or the Local Representative suspects that a Repair Workshop is in material breach of any term hereof or suspects that the Repair Workshop and its Subcontractor would be if it were a party to these terms and conditions. (d) where the Repair Workshop has more than 2 episodes in terms of i) complaints from Vehicle Owners' ii) commission-fraud in addition to clause 2.4.

7.2 Either party may terminate these terms and conditions forthwith by written notice if the other commits any material breach of any term hereof and which (in the case of a breach capable of being remedied) shall not have been remedied within 30 days of a written request to remedy the same.

7.3 In the event that Service is suspended in accordance with clause 7.1, the Repair Workshop will not have access to new Project submissions.

8. OTHER IMPORTANT TERMS

8.1 By accepting the terms and conditions the Repair Workshop has agreed to pay the amount as per your specific agreement 7 days after the invoice date.

8.2 The Repair Workshop may not assign, transfer or sub-contract any of its right hereunder without the prior written consent of the Company. The Company may assign, transfer or sub-contract all or any of its rights at any time without the Repair Workshop's consent.

8.3 Any express or implied waiver by the Company of any term and condition hereof or the Company may terminate any breach or default by the Repair Workshop at any time. No such waiver shall constitute a continuing waiver nor shall it prevent the Company from acting upon that or any subsequent breach of default or from enforcing any term and condition hereof.

8.4 These terms and conditions constitute the entire agreement between the Company and the Repair Workshop as to the subject matter hereof and supersede all previous communications, representations and arrangements, either written or oral (other than fraudulent misrepresentation). The Repair Workshop acknowledges that no reliance is placed on any representation made but not embodied herein.

8.5 Notwithstanding any other provision in these terms and conditions a person who is not a party hereto has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce the terms of these terms and conditions.

8.6 These terms and conditions shall be subject to the laws of Finland and the parties shall submit to the exclusive jurisdiction of the Finnish courts.

8.7 The Local Representative is authorised to accept service of any proceedings and Finnish court documents for and on behalf of the Company.

9. OUR RIGHT TO VARY THESE TERMS

The Company may amend these terms and conditions from time to time. Please look at the top of this page to see when these terms and conditions were last updated and which terms and conditions were changed.