

# **CO2 Roadmap Terms of Service**

These Terms of Service (hereinafter referred to as "Terms") are applied to the use of CO2 Roadmap (hereinafter referred to as the "Service") provided by Sitowise Oy (hereinafter referred to as the "Service Provider"), to the extent not otherwise agreed between the Service Provider and the User.

CO2 Roadmap is a digital service that enables organizations to calculate their carbon footprint and plan actions on a climate roadmap.

The User must carefully review these Terms of Service before using the Service. The Service Provider owns the rights to the Service and grants the User a right to use the Service in accordance with these Terms of Service.

Definitions of terms used in these Terms of Service:

- **Service Provider** refers to Sitowise Oy. The Service Provider is responsible for delivering the Service.
- **Service** refers to CO2 Roadmap, a digital service provided by the Service Provider.
- **Organization** refers to a registered company that has a valid Finnish or other EU country business or organization identification number (business ID or VAT number) registered with the Service.
- **User** refers to a user of CO2 Roadmap. The User must be a member or authorized representative of the registered Organization.

# 1 Privacy Policy

The Service Provider processes personal data in accordance with applicable data protection legislation. The User must carefully review the <u>Privacy Notice</u>, which provides a more detailed description of the processing of personal data.

## 2 Effectiveness of the Terms of Service

By accessing and using the Service, the User agrees to comply with these Terms of Service. The agreement on the enforceability of these Terms of Service and the provision of the Service may also become binding on the parties when the User signs a service agreement or when the parties otherwise agree on the provision of the Service.

In case of conflict between the signed subscription agreement, other related agreements and documents, the documents shall be applied in the following order of precedence;

- 1) the signed subscription agreement;
- 2) the annexes to the signed subscription agreement (if any);
- 3) the written offer submitted (if any);
- 4) annexes to the written offer submitted (if any)
- 5) YSE IT 2022

If any of these Terms of Service are not binding, the remaining terms shall remain in effect.



# 3 Using the Service

#### 3.1 Features

The CO2 Roadmap provides organizations with tools for CO2 calculations and climate action planning through various functionalities. Access to these features may require a paid service subscription.

The User and the organization represented by the User are responsible for ensuring that no information is entered into the Service that could cause harm to the organization or its members upon publication within the Service. The User is responsible for the accuracy of the information provided to the Service and for correcting any information that is inaccurate or outdated.

In addition to the features of the Service itself, session booking is implemented using Microsoft's bookings service, the use of which is subject to the applicable terms and conditions of CO2 Roadmap.

### 3.2 Misuse of the Service

In case of misuse or other violation of the Terms of Service, the Service Provider has the right to block the User's access to the Service or its parts without separate notice. If an erroneous block occurs, the User can contact <a href="mailto:support@co2roadmap.com">support@co2roadmap.com</a>.

## 3.3 Purchases and Subscriptions

The Service may be offered as a paid service through various paid service subscriptions. Different subscription options may include different features. The features and prices of the subscriptions are specified 7in the subscription agreement or when otherwise choosing the service subscription. The decision to purchase must be based on the features of the Service available at the time of purchase.

The service subscription may renew automatically depending on the selected payment method and subscription option. The duration of the subscription period is further determined in the subscription agreement.

The subscription period may include a free trial period, during which the subscription can be canceled with no cost. The trial period must always be agreed upon separately with the Service Provider. Cancellations must be made by email no later than the day when the trial period expires.

### 3.4 Payment

The price of the Service and the available payment methods are defined in a separate subscription agreement. The Service Provider reserves the right to change the available payment methods at its discretion. Payments will not be refunded or credited, except in the exceptional circumstances set out in section 3.6. or in the other terms and conditions of the contract.





## 3.5 Registration

Registration may be required to gain access to the Service.

As the first User of the organization is registered, they are required to enter the requested information related to their organization. The information entered by the User must be accurate. As the User sends the registration request, they confirm that they are entitled to represent the organization in question either directly or as an authorized representative.

When registering for the Service, the User must enter the requested identification information into the registration form. The information provided by the User must be accurate. Providing false information may result in consequences such as locking or deleting the User's account.

During the registration process, the User creates a username and password. The User is responsible for all activities carried out using their username in the Service. The username and password are personal, and the User is responsible for keeping the password confidential. If the User becomes aware that their password has been compromised by unauthorized individuals, they must immediately contact the Service Provider. The Service Provider has the right to lock or delete the User's account if necessary.

## 3.6 Changes to the Service

The Service Provider reserves the right to modify the Service or any part of it at any time without prior notice. This includes restricting the use of the Service or its parts. The provision of the Service may also be temporarily suspended, for example, due to modifications being made to the Service. Planned interruptions in the provision of the Service lasting more than one (1) day will be notified in advance at least 14 days prior to the interruption, and the termination of the Service altogether will be notified at least 60 days prior to the termination date. If the provision of the Service is terminated by the Service Provider during a billing period, the Service Provider will refund any excess payment to the User's specified payment method.

#### 3.7 Cookies

When using the Service, the website stores cookies on your device. These cookies are necessary for the functionality of the Service and are referred to as technical cookies. Cookies are used, for example, to identify users and remember language preferences. Cookies are not used to track users' activities.

# 4 Intellectual Property Rights

The Service and its content, excluding the content produced or stored by the User, are the property of the Service Provider or its partners. The User or the organization represented by the User must own the necessary rights to the content they produce or store in the Service. The User has the right to browse and use the Service and publish calculations and reports generated by the User within the limits of these terms of service during the validity of the access rights. The User does not have the right to copy, store, or otherwise make the Service or its content available to the public without the written consent of the Service Provider, except for the aforementioned exceptions.

The Service Provider has the right to modify the content stored by the User in the Service based on a separate agreement, such as during consulting services.





The Service Provider has the right to collect and publish anonymized statistical information related to the use of the CO2 Roadmap software service. Anonymized statistical information describing the use of the service may include information about popular actions, emission reduction trends among users, or user statistics. The statistical information may provide useful insights to users, such as recommendations.

## 5 Limitations of Liability

The Service Provider does not provide any warranties regarding the operation of the Service. The Service is provided "as is."

The User is responsible for the material they produce or store in the Service. The Service Provider does not systematically review the material entered by the User and is not responsible for the content or any damages resulting from its use.

The Service Provider strives for the reliability and uninterrupted operation of the Service but does not guarantee uninterrupted or error-free availability. The usability of the Service may also depend on the devices used and their compatibility. The Service Provider is not responsible for damages resulting from service interruptions.

The Service Provider is not liable for indirect or consequential damages arising from the use or unavailability of the Service.

The Service Provider is not responsible for the unavailability of the Service due to force majeure or any damage indirectly or directly resulting from it.

# **6** Termination

Palvelutilaus ja tätä koskeva sopimus voi päättyä tilauksen vanhentumisen tai päättämisen vuoksi. Palvelutilauksen uusiutuessa automaattisesti kumpi tahansa osapuolista voi ilmoittaa uusiutuvan tilauksen päättämisestä vähintään 90 vuorokautta ennen tilausjakson päättymisajankohtaa.

The service subscription and the related agreement may be terminated due to the expiry or termination of the subscription. In the event of automatic renewal of the service subscription, either party may give notice of the termination of the renewing subscription at least 90 days prior to the expiry date of the subscription period.

# 7 Changes to the Terms of Service

The Service Provider reserves the right to modify these Terms of Service at any time. Changes will be communicated separately through the Service or by email. Terms and conditions regarding new features will take effect immediately after the notification. Other significant changes will become effective 30 days after the notification. If the User continues to use the Service after the changes to the Terms of Service have taken effect, they are considered to have accepted the modified Terms of Service.





# 8 About the Service Provider

Sitowise Oy

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