

# GENERAL TERMS AND CONDITIONS ONLINE SERVICES

| Valid from 1.12.2021 |



## 1 Scope of the Terms

These general terms and conditions for Online Services ("Terms") apply to Customers defined further under Section 2 who give Subscription orders electronically in the Online Service of Innovestor.

In addition to these Terms, the general terms and conditions for investment services are applied to when offering investment services to Customers.

## 2 Definitions

**Customer.** A person who has given a Subscription order relating to a financial instrument (share) by visiting Innovestor's Online Service.

**Representative.** A contact person appointed by the Customer or the person registered in the Trade Register as authorized signatory.

**Terms.** Terms refer to these general terms and conditions for Online Services.

**Subscription order.** Subscription order refers to Customer's expression of will to make a subscription. Subscription order includes signing into the Online service by using strong identification, fulfilling details of electronic subscription undertaking and approval of subscription undertaking. Payment of subscription price is part of the Subscription order.

**Share issue.** A directed share issue with payment as regulated in Chapter 9 Section 4 of the Finnish Limited Liability Companies Act (21.7.2006/624).

**Investment service.** Innovestor offers its Customers the arrangement of issuance for unlisted financial instruments (shares) which shall be carried out as Share issue. In these Terms Investment service refers to reception and transmission of Subscription orders which shall be offered to Customers in a Share issue. The Investment service can be offered as an Online service or by meeting the Customer in person.

**Agreement.** Agreement refers to the contractual relationship between the Customer and Innovestor pertaining to usage of Online Service which shall be concluded when the Customer accepts these Terms.

**Identification Service.** Identification Service refers to a service provided by banks or other authorized service providers by which the Customers are identified by way of strong identification method when signing into the Online Service. Identification Service is available for Customers who are clients of the following banks: Nordea, OP, Danske Bank, Aktia, Ålandsbanken, Handelsbanken and S-Pankki.

**Online Service.** Online service refers to Online service available at Innovestor's website [www.innovestorgroup.com](http://www.innovestorgroup.com) where Customers can give Subscription orders electronically.

## 3 Using the Online Service

At the website of Innovestor ([www.innovestorgroup.com](http://www.innovestorgroup.com)) it is possible to view investment services without applying the Identification Service. If the Customer is willing to give a Subscription order (please see "Invest as a private customer" or "Invest as a legal entity" at the website), the Customer shall sign into the Online Service by using Identification Service.

However, browsing the website of Innovestor at [www.innovestorgroup.com](http://www.innovestorgroup.com) does not provide signing into the Online Service or creating a password.

## 4 Using the Identification Service

Banking ID and other credentials provided by a bank ("Credentials") for the Customer used in Identification Service are personal and shall not be

disclosed to third parties. The Customer is responsible for all transactions performed in the Online Service by using the Customer's Credentials. Credentials are equivalent to the Customer's handwritten signature.

The Customer acknowledges and agrees that Innovestor does not, in any way, maintain the Identification Service, and is not a party of the agreement regarding its use. The Customer is responsible for the validity of the Credentials he/she has acquired from the bank, or the inability to use the Online Service due to possible prevention, cancellation, or termination of the use of such Credentials.

If the Credentials are lost or the Customer has a reason to doubt that the Credentials are in the possession of a third party, the Customer must immediately report the loss of the Credentials to Innovestor by phone, email or in writing.

The Customer is liable for any damages arising from the unauthorized use of Credentials until the Customer has notified their loss to Innovestor or Innovestor has had reasonable time to prevent the use of the Online Service with the Customer's Credentials.

However, the Customer is responsible for all damages caused due to information being disclosed to a third party, if the Customer or the Customer's representative has negligently stored the Credentials or due to other conduct has contributed to the information being disclosed to a third party.

## 5 Intellectual Property Rights

The material ownership right, copyrights, trademark and all other intellectual property rights included in the Online Service belong to Innovestor, unless otherwise indicated. Borrowing material or a part thereof, copying, storing, editing, modifying, transferring, disclosing, other utilization or exploitation, even partially, without prior written consent from Innovestor is strictly prohibited.

## 6 Data security

The Customer and user are responsible for ensuring that they have the equipment necessary for the operation of the Online Service and the proper devices, software, and systems, required for appropriate data security, such as terminal devices, browsers and interfaces, incl. data connections. However, Innovestor does not warrant that the Online Service can be used on the Customer's or user's hardware, software, systems or interfaces.

Innovestor has the right to suspend the provision of the Online Service if the Customer's hardware, software or data connections or the Customer's way of using these endanger, according to Innovestor's consideration, the safety and operation of electronic services or other services offered by Innovestor.

## 7 Observations

Any observations regarding the Online Service must be made to Innovestor without delay and no later than one (1) month after the date on which the Customer noticed or should have noticed the grounds of the observation.

## 8 Availability of the Online Service

Innovestor does not guarantee nor is responsible for ensuring that the Customer's connection would work as expected, or that the Online Service should always or without interruption be available.

Innovestor has the right to suspend the provision of the Online Service during necessary service and maintenance operations. Innovestor shall, if possible, inform of upcoming service and maintenance measures in the Online Service or website.

The Customer understands that the services offered may not be available to the Customer at all times, if the hindrance to the provision of the Online Service is due to an information system or communications failure or telecommunications or telecommunications networks or information systems congestion or a hindrance, which significantly impedes Innovestor's operations without Innovestor being able to influence the occurrence or continuation of the hindrance without difficulty.

## 9 Information provided in the Online Service

Any information presented in the Online Service must not be considered as a purchase or sale offer of an investment subject or as any other solicitation of investment transactions. The disclosed information also does not relate to any single recipient's investment objectives, financial situation or particular needs.

The Customer also agrees that the data presented in the Online Service in respect of the issuing companies often deal with the expected future business operations and earnings. Due to their nature, forward-looking statements relate to uncertain matter, and they can be influenced by many factors, including such factors upon which the issuer has no control.

In making decisions of investment measures, the Customers must base their decisions on their own research, as well as judgement of the factors impacting the investment subject and risks associated with the investment decision. The Customer is always responsible for the investment decisions that are made and their financial performance.

Except in cases required otherwise by law, Innovestor is not responsible for the content of the information presented and published in the Online Service, the accuracy of the information presented or any possible errors or delays that may occur in them.

## 10 Limitation of Liability

Under no circumstances shall Innovestor be responsible for the indirect damages caused by the use of the Online Service or the non-use of it or otherwise related to the Online Service, such as loss of income or earnings, interest loss, loss of income, business reduction or interruption, an agreement between the Customer and a third party or the non-conclusion of such agreement or other requirements presented to the Customer by a third party.

## 11 Amendments to Terms

Innovestor has the right to unilaterally amend these Terms.

## 12 Applicable law and dispute resolution

Agreement and these Terms are governed by Finnish law.

Disputes arising from Agreement and/or these Terms shall be primarily settled by negotiations. If negotiations do not result in a resolution, the dispute shall be finally settled at the Helsinki District Court. A Customer is entitled to require for the proceedings to take place in the general court of first instance in whose jurisdiction he/she resides.

## 13 Supervising authority

The competent authority supervising the actions of Innovestor is the Finnish Financial Supervisory Authority, Snellmaninkatu 6, Post Box 103, 00101 Helsinki, phone (09) 183 31. Additional information: [www.finanssivalvonta.fi](http://www.finanssivalvonta.fi).