

23 May 2018

## 1. Acceptance of Terms

These Terms of Use (“Terms”) describes the terms and conditions applicable to your access and use of the opensourcewood.com website (“Service”). The Service is an online platform that enables users to, for example, view and use ideas, pictures, designs and models related to wood constructing and other content (“Content”) posted on the website by other users and contribute to the website by uploading user’s own Content. The Service is owned and operated by Metsäliitto Cooperative (“Metsä Wood”).

By using the Service, you confirm your acceptance of these Terms, as they may be amended by Metsä Wood from time to time in its sole discretion. If you do not agree to be bound by these Terms, do not access or use the Service.

By accepting these Terms, you confirm that you are at least 18 years old and legally competent to enter into the terms and conditions set out in these Terms. If you are under 18 years old, you need your guardian’s permission in order to use the Service. If you are using the Service on behalf of a company/organization, you represent that you are authorized to use the Service on its behalf and that the company/organization has agreed to these Terms.

## 2. User Account

You may access the Service without creating a user account. However, in order to access certain features of the Service (such as uploading or posting Content), you will have to create your own user account. You can create a user account by following the registration link found on the landing page of the Service and providing the asked information. You agree that the information you provide is accurate and correct, and further, that you will update the information in case of changes.

You may not use another user’s account without permission. You are responsible for keeping your user name and password secure and confidential. You may not share, display, disclose or permit your user name and password to be disclosed to any other party. You are solely responsible, and assume all liability towards Metsä Wood and other users, for any activity that occurs on your user account. If you suspect any unauthorized use of or security breach targeting your user account, you must contact Metsä Wood immediately.

You agree that Metsä Wood may, immediately and without prior notice, temporarily or permanently terminate, close or suspend your user account and delete any of your Content if (a) you have breached these Terms, (b)

Metsä Wood believes that your actions may cause damage, harm or legal liability to you, or to any vendor, partner, advertiser, other user, the public, or Metsä Wood, or (c) Metsä Wood is required to do so pursuant to applicable laws, regulations or orders of court or other authorities having competent jurisdiction.

You may close your user account at any time by using the close account feature provided in the Service.

If your user account is closed or terminated for whatever reason, these Terms no longer apply, except for any terms and conditions that by their nature survive the closing or termination of the user account, and, consequently, all rights granted to you pursuant to these Terms will end. Please note that terminating your user account either by you or Metsä Wood does not affect the license granted by you to your Content pursuant to Clause 4 of these Terms.

## 3. Your Use of the Service

Metsä Wood grants you the right to access and use the Service, provided that you agree:

- to access and use the Service solely for your personal, non-commercial use and solely use the Service and Content as permitted under these Terms;
- not to modify, reproduce or create derivative works of the Service or distribute, transfer, display, or otherwise make the Service publicly available;
- not to upload, submit or post any Content that infringes any copyright, patent, trade mark, trade secret or other proprietary right of any third party or any other Content that you are otherwise not authorized to make available to the Service or license in accordance with Clause 4;
- not to remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices), which may be affixed to or contained within the Service or Content, or circumvent, disable or otherwise interfere with any security-related features of the Service;
- not to upload, submit or post any defamatory, threatening, obscene, abusive, harassing, violent, unlawful or otherwise inappropriate Content (it being understood that Metsä Wood decides in its discretion whether any Content is deemed inappropriate or not);
- not to use the Service for any illegal or unlawful purposes, or engage in any activity that interferes with

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or disrupts the proper working of or access to the Service (or the servers and networks that are connected to the Service);

- not to upload or otherwise transmit files that contain viruses, worms, malicious code, spyware, corrupted files, or similar software or programs to the Service; and
- to comply with all applicable laws and regulations in your use of the Service and Content.

Unless otherwise notified by Metsä Wood, the use of the Service is free. Metsä Wood may in its discretion decide to discontinue, modify or amend any aspect of the Service at any time without prior notice to you.

#### 4. Your Content and Content License

As a registered user, you are free to contribute Content to the Service, however, always subject to these Terms.

You are solely responsible for your own Content. You expressly represent and warrant that you own all rights to the Content you submit or have all the necessary licenses, rights, consents, and permissions (including, without limitation, from copyright holders in respect of third party copyrighted material and any persons appearing in the Content) to (a) publish Content you submit, and (b) to grant the license set out below. However, you are not responsible for the functionality of the Content or that the realization of the Content fulfils the requirements set out by applicable laws and construction rules and regulations.

You retain all copyright and other proprietary rights to your Content. However, by submitting Content on the Service, you hereby grant to Metsä Wood, its partners, affiliates and all users of the Service a license to use the Content under the Creative Commons Attribution 4.0 International license (available at <https://creativecommons.org/licenses/by/4.0/legalcode>). You agree to negotiate in good faith on assigning copyrights to your Content to Metsä Wood, if Metsä Wood so requests.

You understand that Metsä Wood has no obligation to monitor the Content or the Service or any part of it. However, Metsä Wood reserves the right to review any Content and remove and delete such Content, in its sole discretion, at any time, and may further refrain from displaying or posting any Content without notice or further obligation to you. When your user account is closed or terminated for whatever reason, Metsä Wood may in its discretion remove or delete any of your Content from the Service or continue to display your Content in the Service.

Save for of its own Content, Metsä Wood will have no liability in connection with any Content submitted to, transmitted via, or displayed or posted on the Service.

#### 5. Infringement of Copyright

If you are an owner of copyright, and suspect that any Content infringes your copyright, pursuant to the Finnish Information Society Code (917/2014) you may submit a notification to Metsä Wood concerning the suspected infringement. The notification must be made in writing and include at least:

- the name and contact information of the notifying party;
- an itemization of the material, for which prevention of access is requested, and details of the location of the material;
- confirmation by the notifying party that the material which the request concerns is, in its sincere opinion, illegally accessible in the Service;
- information concerning the fact that the notifying party has in vain submitted its request to the Content provider or that the Content provider could not be identified;
- confirmation by the notifying party that he/she is the holder of copyright or neighboring right or entitled to act on behalf of the holder of the right; and
- signature of the notifying party.

A notification that does not meet the foregoing requirements is invalid. You may also send a notification to Metsä Wood if you suspect that any Content infringes your other intellectual property rights, such as your design right.

The foregoing notification is submitted using the contact details set out in Clause 12.

#### 6. Rights to the Service

All rights, title and interest (including copyright and other intellectual property rights) in and to the Service (as amended from time to time) and any Content made available by Metsä Wood from time to time remain with and are the sole and exclusive property of Metsä Wood. No rights other than those expressly set out in these Terms are granted to you.

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## 7. Third Party Websites

The Service may contain links and references to third party websites. Metsä Wood has no liability for the content of such websites and does not make representations about or endorse such websites or their contents as its own, as Metsä Wood does not have control over the information or contents on such websites. Neither is Metsä Wood liable for the quality, correctness or completeness of any third party information expressly provided on the website as third party information, including any information supplied by any of the sales partners.

By using the Service, you expressly release Metsä Wood from any and all liability arising from your use of any third party website.

## 8. Privacy

Metsä Wood respects your privacy and processes your personal data in accordance with applicable data protection laws. Metsä Wood uses personal data for contract implementation, communication and marketing as well as to maintain, manage and develop the business relationship and collaboration with the customers and other stakeholders. Read more from Metsä Wood Customer and Stakeholder Relationship Privacy Statement: <https://www.metsagroup.com/en/Pages/privacy-policy.aspx>

## 9. Termination

The Service is offered with the understanding that Metsä Wood may terminate your access to the Service at any time, for any reason or for no reason, including without limitation for any violation of these Terms. Metsä Wood may stop offering and/or supporting Service or any part of it at any time. Upon such termination, these Terms no longer apply, except for any terms and conditions that by their nature are meant to survive termination of the use of the Service.

## 10. Disclaimer and Limitation of Liability

To the maximum extent permitted by law, the Service and Content is provided on an "as is" and "as available" basis for your use, without warranties of any kind, either express or implied, including without limitation the warranties of merchantability, fitness for a particular purpose, title, non-infringement, and those arising from course of dealing or usage of trade. Metsä Wood makes no warranty as to the functionality, accuracy, completeness or reliability, including the compliance with applicable laws

and construction rules and regulations, of any Content available through, or the performance of, the Service.

You are responsible for verifying any information before relying on it and the use of the Service and any Content is at your sole risk. Furthermore, you are responsible for the compliance with any applicable laws, construction rules and regulations in the realization of any Content. Metsä Wood does not warrant that you will be able to access or use the site and/or Service at the times or locations of your choosing; that the Service will be uninterrupted or error-free; that defects will be corrected; or that the site or the Service are free of viruses or other harmful components.

In no event will Metsä Wood be liable for any special, indirect or consequential damages or any damages whatsoever resulting from loss of use, data or profits, whether in an action of contract, negligence or other tortious action, arising out of or in connection with the use or performance of service, documents, provision of or failure to provide proper services, or of information, including Content, available from the Service.

## 11. Applicable Law and Dispute Resolution

The interpretation and enforcement of these Terms will be exclusively governed by and construed in accordance with the laws of Finland, however without regard to its choice of law provisions and the United Nations Convention on Contracts for the International Sale of Goods. Any conflict regarding these Terms will be finally settled by Helsinki district court, Finland.

If you are a consumer, you may also bring the dispute to the District Court with jurisdiction over the place of your domicile. Furthermore, if you are a consumer, you may submit the claim or dispute to the Consumer Disputes Board (<http://www.kuluttajariita.fi/en/index.html>). Before submitting the claim or dispute to the Consumer Disputes Board you should contact the Consumer Advisory Services (<https://www.kkv.fi/en/consumer-advice/>).

## 12. Contact Details

In any questions, concerns or issues you may have relating to the Service or its use, please contact Metsä Wood at:

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