

## TERMS OF USE FOR ENERVENT ZEHNDER OY'S WEBSITE

These terms of use ("Terms") are between you ("user", "You") and Enervent Zehnder Oy (Business ID 2928724-4, "Enervent"). They apply to and set forth the terms and conditions governing the access and use of Enervent's website located at [www.enervent.com](http://www.enervent.com), any of its affiliated sites, tools or services ("Website").

**Please read these Terms carefully before accessing and using the Website. By accessing and using the Website, You accept and agree to these Terms without modification. If You are a consumer, by accessing and using the Website You also represent and warrant that You are at least 18 years of age and are legally able to accept and assume the obligations set forth in these Terms, or that Your parent or legal guardian has reviewed and agreed to these Terms.**

**If You or Your legal guardian do not agree with these Terms, do not access or use the Website.**

The effective date of these Terms is 18 December, 2015. Enervent reserves the right, at its sole discretion and without notice, to change, modify, add, or remove the Terms (or any part thereof) at any time. Enervent may also at its sole discretion change, terminate, suspend, or discontinue any aspect of the Website, including the availability of any features on the Website without notice. You are obligated to check these Terms periodically for changes, and in absence of periodically checking these terms, You are nonetheless bound by them. Your continued use of the Website constitutes Your agreement to be bound by the changes. You agree that Enervent shall not be liable to You or to any third party for any modification, suspension, or discontinuation of the Website or these Terms.

### 1. Content

Apart from Third-Party Links (see section 4 below), all data, content, information, and materials that may be found at and which comprise the Website, including but not limited to (i) text, directories, graphics, photographs, illustrations, images, video and audio clips, sound clips, advertising and promotional materials, brochures, manuals, tools, data, software, compilations, HTML code, designs, graphical interface, and overall "look and feel"; (ii) trademarks, logos, trade names, service marks, and trade identities, whether registered or unregistered; and (iii) all other forms of information and intellectual property (all of the foregoing, excluding Third-Party Links), collectively and individually referred to herein as "Content"), are owned, controlled or licensed by or to Enervent, and, where applicable, protected by trade dress, copyright, patent and trademark laws, and various other proprietary rights and laws. Any rights not expressly granted herein are reserved for the benefit of Enervent.

## 2. Use of the Website

### 2.1 General

You agree to at all times comply with any and all laws, statutes, rules, regulations, ordinances and the like applicable to Your use of the Website. Subject to the Terms set forth herein and all applicable local laws and regulations, Enervent grants You a limited, non-transferable, non-exclusive, personal, and revocable license to access, use, print, store on Your computer, and display this Website and/or attendant Content for lawful use and for informational purposes only.

This authorization, Your access to the Website and/or Your use of the Content therein do not constitute a transfer of title to any of the Content and are subject to the following restrictions: (i) You shall not, directly or indirectly, license, sell, or assign any Content on the Website or the software therein; (ii) You must retain, on all copies of the Website and the Content, all copyright, trademark, and other proprietary notices of Enervent and/or its licensees; (iii) except as otherwise permitted herein, You shall not, and You shall not allow a third party to, modify, distribute, transfer or store the Website or the Content in any way or reproduce or publicly display, or otherwise use the Website or the Content for any public or commercial purpose without Enervent's prior written consent; and (iv) You shall not disassemble, decompile, reverse engineer, create any derivative works from or otherwise attempt to derive any source code, script, software or any other trade secrets from the Website or software therein.

Any attempts to do so (violating subsections (i) – (iv) above) would create a legal right, which You hereby acknowledge, may be pursued by Enervent to obtain legal damages or equitable remedies, including, and not limited to, in an injunction.

Please note that if Enervent has granted You login details and You are allowed to access the restricted special content provided on the Website, all of the above restrictions may not apply to You (see below Section 2.2).

Individual affiliated sites, services, programs, and/or other Content may be subject to additional terms or disclaimers indicated therein.

### 2.2 Access and Use of Special Content

Enervent provides restricted access to special content on the Website ("Special Content"). Such Special Content is available free of charge at <http://www.enervent.com/professionals/login> for users that have been granted access by Enervent. While access is usually granted to Professionals working for Enervent's service or other business partners who have completed certain courses arranged by Enervent, Enervent may, at its sole discretion, grant access to Special Content, and may at any time and for any reason cancel such access without notice or

liability. Enervent may, at any time, cease to provide Special Content and delete the Special Content area in whole or in part without notice or liability.

In the event that You are no longer working for Enervent's service or other business partner(s), You are obligated to immediately cease accessing and using Special Content and inform Enervent of Your changed status, whereupon Your account and account information will be deleted. You agree to continuously and promptly maintain and update Your information to keep it true, accurate, current, and complete.

If You are granted access to Special Content, You are entirely responsible for maintaining the confidentiality of the information that You hold for Your account, including the password, and for any and all activity that occurs under Your account as a result of Your failure to keep this information secure and confidential. Sharing of login details and account information is not advised, but, if You do so, You do so at Your own risk. You may be held liable for losses incurred by Enervent or any other users or visitors of the Website as a result of Your failure to keep Your account information secure and confidential and/or someone else's use of Your account.

If You are allowed access to Special Content, Enervent grants You a limited, non-transferable, non-exclusive, personal, and revocable licence to access, use, print, store on Your computer, download, transfer, and display Special Content for informational purposes and lawful use only, and solely for the purposes of performing maintenance work on ventilation equipment referred to in Special Content and/or to provide customer service relating to such equipment.

This authorization, Your access to and/or Your use of Special Content do not constitute a transfer of title to Special Content and are subject to the following restrictions: (i) You shall not, directly or indirectly, license, sell, or assign any Special Content; (ii) You must retain, on all copies of the Special Content, all copyright, trademark, and other proprietary notices of Enervent; (iii) You shall not, and You shall not allow a third party to, modify or distribute Special Content in any way; and (iv) You shall not disassemble, decompile, reverse engineer, create any derivative works or otherwise attempt to derive any source code, script, software or any other trade secrets from Special Content or software related thereto. Any attempts to do so would create a legal right, which You hereby acknowledge, may be pursued by Enervent to obtain legal damages or equitable remedies, including, and not limited to, in an injunction.

For the sake of clarity, it is hereby noted that references to 'Website' and 'Content' in these Terms shall also encompass Special Content, and the only variations in the applicability of these Terms with regard to Special Content are contained in this Section 2.

### 3 Privacy

Enervent respects Your privacy rights and recognizes the importance of protecting Your personal data. Your use of the Website is governed by Enervent's privacy policy ("Privacy Policy"), available at [www.enervent.com](http://www.enervent.com) which is incorporated into these Terms by this reference. Please note that Enervent may provide Your information to the party operating the Website in connection with the operation of the Website, as outlined in the Privacy Policy.

### 4 Third-Party Links

The Website may include links to websites, resources, and services owned and operated by third parties. Enervent assumes no responsibility and does not endorse or make any representations or warranties whatsoever for any content, goods, services, or other material created or published by third parties to which the Website links. Enervent is not responsible for any losses or harm caused by such third parties. When You click on those links, You are technically leaving Enervent's Website and accessing another website, whether or not there is a "landing page" that discloses this fact. Enervent is not responsible for any losses or harm caused by such third parties.

You understand that when You provide data to such third parties, You are providing it in accordance with their privacy policy (if any) and Enervent's Privacy Policy does not apply in relation to that data. The inclusion of any link to any such website does not imply endorsement, sponsorship or recommendation by Enervent of those websites, their content, or their sponsors. Moreover, such third parties approach toward privacy protection may conform or fail to conform to the high standards of Enervent, and, if they fail to conform to them, resulting in sharing data with entities or parties outside of the EU, You understand that Your data may not be afforded the same protections as these put into effect by Enervent; You understand that Enervent has no control over such third parties and their business practices. Moreover, You hold Enervent harmless for the data protection practices of such third parties.

### 5 Disclaimer

Enervent strives to keep the Website and the Content therein accurate, complete, and up-to-date. However, to the fullest extent possible under applicable law, the Website and all Content therein are provided "as is" and "as available" and technical, factual, or other inaccuracies, delays, and/or errors as well as failures may occur. Enervent cannot and does not guarantee, represent or warrant that the Website or any of the Content is available, accurate, complete, reliable, safe, functional, timely or applicable for use. Accessing, using and relying on the Website and/or the Content therein is strictly and solely at Your own risk.

Enervent provides the Website in association with third-party information technology service providers, and Enervent cannot and does not guarantee, represent or warrant that access to the Website, Content therein, or service or feature thereof will be error-free or uninterrupted, or that any features will be corrected. Enervent does not guarantee that You will be able to access or use all or any of the Website's features at all times. All information provided on the Website is subject to change without notice. Excluding any mandatory legal rights which You may have as a consumer, Enervent does not warrant or represent liability or responsibility for damage as to the correctness, completeness, reliability or accuracy in the representation of each and every product, including, but not limited to, colour, quantity, size, and pricing.

Enervent disclaims all warranties, express or implied, including any warranties of accuracy, non-infringement, merchantability and fitness for a particular purpose, safety, or warranties of non-infringement of third-party rights with respect to the Website and/or the Content therein, including without limitation calculators, other information, software, or programs contained on the Website. Enervent also disclaims any duty to update any information on the Website or to notify the users of any updates. Enervent reserves the right to terminate Your access to the Website without prior notice at any time. Enervent may at any time terminate the Website in whole or in part without notice or liability.

Although the Website is accessible online, not all features, products or services discussed, referenced, provided or offered through or on the Website are available to all persons or in all geographic locations, or appropriate or available for use outside a specific area. Enervent reserves the right to limit at its sole discretion the provision and quantity of any feature, product, or service to any person or geographic area.

Some jurisdictions do not allow limitations and/or exclusion of all warranties, or limitations on applicable statutory consumer rights. In such jurisdictions the above limitations shall only apply to the fullest extent possible under applicable law. Enervent reserves the right to limit at its sole discretion the provision and quantity of any feature, product, or service to any person or geographic area. Moreover, the Website shall not be deemed to be a solicitation or an impermissible business presence in a jurisdiction where it would be illegal or unauthorized due to reasons of a lack of a company registration or formation in that jurisdiction. The Website shall not be deemed to be a solicitation or an impermissible business presence in a jurisdiction where it would be illegal or unauthorized due to reasons of a lack of a company registration or formation in that jurisdiction. Any commercial decisions resulting from communications stemming from the Website will only be made upon considering the associated business and regulatory issues, if any. Any commercial decisions resulting from communications stemming from the Website will only be made upon considering the associated business and regulatory issues, if any.

Unless otherwise provided by mandatory applicable law, ENERVENT DOES NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, THAT THE WEBSITE (INCLUDING WEBSITES OF THIRD PARTIES THAT CAN BE ACCESSED THROUGH LINKS AVAILABLE ON THE WEBSITE) OR THE SERVERS THAT MAKE THIS WEBSITE AVAILABLE, ARE FREE OF HARMFUL COMPONENTS INCLUDING BUT NOT LIMITED TO VIRUSES, WORMS, SCRIPTS, TROJANS, CONTAMINATION, DESTRUCTIVE FEATURES OR ANY OTHER SIMILAR PROBLEMS OR DEFECTS. THE WEBSITE AND ANY CONTENT THEREIN MAY CONTAIN BUGS, ERRORS AND OTHER PROBLEMS THAT COULD CAUSE SYSTEM OR OTHER FAILURES AND DATA LOSS FROM A COMPUTER OR OTHER DEVICE WITH WHICH THE WEBSITE IS USED OR ACCESSED. YOUR SOLE REMEDY AGAINST ENERVENT FOR DISSATISFACTION WITH THE WEBSITE AND/OR ANY CONTENT IS TO STOP USING THE WEBSITE OR ANY SUCH CONTENT. MOREOVER, YOU ARE HEREBY PUT ON NOTICE OF THE ADVISABILITY OF USING EFFECTIVE VIRUS SOFTWARE, WHICH IS COMMON KNOWLEDGE FOR USERS OF THE INTERNET GENERALLY. HOWEVER, THE DISCLAIMERS ABOVE APPLY REGARDLESS OF YOUR OWN DATA SECURITY AND VIRUS PROTECTION MEASURES AND THE EFFECTIVENESS OF THOSE MEASURES.

Please note that any mandatory legal rights which You may have as a consumer remain unaffected by these Terms and the above limitations and/or exclusions may not apply to You.

## **6 Limitation of Liability**

Unless otherwise provided by mandatory applicable law, ENERVENT SHALL IN NO EVENT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SECONDARY OR SPECIAL LOSS OR DAMAGE, CAUSED BY OR IN CONNECTION WITH THE ACCESS, USE, OR INABILITY TO USE THE WEBSITE, INCLUDING WITHOUT LIMITATION LOST PROFITS, DAMAGES TO PROPERTY OR PERSONAL INJURY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

Some jurisdictions do not allow limitations on applicable statutory consumer rights. In such jurisdictions, the above limitations shall only apply to the fullest extent possible under applicable law.

## **7 Waiver and Severability of Terms**

Enervent's failure to exercise or enforce any of Enervent's rights under these Terms does not waive Enervent's right to enforce such right. Any waiver of such rights shall only be effective if it is in writing and signed by a duly authorized officer of Enervent. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the

court should endeavor to give effect to the parties' intentions as reflected in the respective provision being evaluated/stricken, and, to the fullest extent allowed by law, the other provisions of the Terms remain in full force and effect.

## 8 Submissions

By submitting information or material (such as Your contact information, feedback, data, questions, comments, suggestions, ideas, plans, requests, or the like) to Enervent by, for example, email or otherwise, You agree that: (i) the material will not contain any item that is unlawful, libelous, defamatory, obscene, pornographic, abusive, harassing, threatening, or otherwise unfit for publication; (ii) You will scan and remove any viruses or other contaminating or destructive features before submitting any material; (iii) You own the material or have the unlimited right to provide it to Enervent, and Enervent may publish the material and/or incorporate it or any concepts described in it in its products without compensation, restrictions regarding use, acknowledgment of source, accountability or liability; (iv) the communication or material transmitted by You will NOT be deemed confidential; (v) You will not take action against Enervent in relation to the material submitted by You; and (vi) You will indemnify Enervent if any third party takes action against Enervent in relation to the material You submit. Enervent takes no responsibility for material and content sent by You. Enervent may at any time at its sole discretion remove from Enervent's servers any material or content sent by You.

## 9 Governing Law and Dispute Resolution

The Website is hosted on servers located in Finland. Unless otherwise required by mandatory applicable law, these Terms shall be governed by the laws of Finland excluding its choice of law provisions.

In the event of any controversy, dispute, or claim arising out of or in connection with these Terms, the Website, or the Content, and if the parties fail to resolve the matter amicably, the matter, unless as covered by the following paragraph regarding consumers, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one. The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be Finnish or English.

In case You are a consumer, the matter shall be finally settled by the court competent according to the substantive laws of Finland. However, this is without prejudice to any applicable mandatory local law which may allow You to refer the matter for legal action under the laws of and in the country where You reside.

Enervent shall have the right to seek any legal and equitable remedies (if applicable/eligible) against users infringing these Terms and/or any applicable law, including, but not limited to,

copyright and trademark infringements, that may be available under the laws and regulations of any jurisdiction in which the Website may be accessed or used.

## **10 Contact Information**

If You have any questions or concerns with respect to these Terms or the Website, You may contact Enervent at the following address:

Enervent Zehnder Oy  
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06150 PORVOO, FINLAND  
Tel. +358 207 528 800  
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