

# USER'S LICENCE AGREEMENT / LICENCE FOR COLLECTING AND USING YOUR INFORMATION

BEFORE USING THE SOFTWARE, PLEASE READ THIS USER LICENCE AGREEMENT ("LICENCE") CAREFULLY. BY USING THE SOFTWARE, YOU ACCEPT THE CONDITIONS OF THIS LICENCE. IF YOU DO NOT ACCEPT THE CONDITIONS OF THIS LICENCE, YOU MAY NOT USE THE SOFTWARE.

This Licence is a legally binding agreement between you and Digia Finland Oy, located at Valimotie 21, FI-00380 Helsinki, Finland, Business ID 1091248-4 ("Digia"). This Licence regulates your rights and duties regarding the 112 Suomi application of Digia and its Licensors (jointly "Third Parties"), including all the updates/improvements delivered by Digia and all the possible documentation (jointly "Software").

Independently of the aforementioned, any software included in the Software which falls under a separate licence agreement (such as open-source software) has a separate licence agreement applied instead of the conditions in this Licence, to the extent that such a separate agreement requires it.

## COPYRIGHT

All rights (including the copyright) and the ownership of the Software belong to Digia or a Third Party.

## LICENCE TO USE THE SOFTWARE

The user is granted a licence to use the Software. The Software is not sold to the user. The software is protected by copyright and other laws and international agreements regulating immaterial rights. Digia grants you a limited licence to use Software only on a suitable device ("Device") and only for your personal, non-commercial use. Digia explicitly withholds all rights to Software (including, but not limited to, all immaterial rights) that this Licence does not explicitly grant you.

## PRECONDITIONS AND LIMITATIONS

You do not have the right to copy, publish, edit, distribute, change, translate back to the original language or otherwise dismantle the Software, entirely or in part, attempt to analyse its source code, or use the Software to create any derivative works. You do not have the right to override, edit, make meaningless or bypass any of the Software's functions, protections or mechanisms that are related to the functioning of the Software. You do not have the right to separate any individual components of the Software to use on more than one Device, unless Digia has explicitly allowed this. You do not have the right to remove, edit, cover or damage any of the

trademarks or notifications of this Software. You do not have the right to distribute, spread, rent, lease, sublease, relinquish, transfer or sell the Software.

## **OPEN SOURCE COMPONENTS**

You accept that Software may contain open source software, which may have the conditions of an open source licence applied. This means any software licences that Open Source Initiative has approved as open source licences, or any essentially similar licences.

## **WAIVING THE SOFTWARE WARRANTY**

You accept and commit to the use of the Software happening fully at your risk and for you yourself being responsible for the use of software. The software is offered "AS IS", without any guarantees, commitments or preconditions.

DIGIA AND EACH OF THE THIRD PARTIES EXPLICITLY WAIVE ALL EXPLICIT AND INDIRECT WARRANTIES, COMMITMENTS OR CONDITIONS, INCLUDING INDIRECT WARRANTIES RELATED TO SALEABILITY, INTEGRITY OR APPLICABILITY FOR ANY SPECIFIC PURPOSE BUT NOT LIMITED TO THESE. DIGIA DOES NOT GUARANTEE OR OFFER A WARRANTY FOR (A) THE FUNCTIONS COVERED BY THE SOFTWARE MATCHING YOUR REQUIREMENTS OR BEING UPDATED, (B) THE SOFTWARE OPERATING CORRECTLY OR WITHOUT ANY ERRORS OR THE ERRORS BEING FIXED, (C) THE SOFTWARE NOT DAMAGING OTHER SOFTWARE, EQUIPMENT OR DATA, (D) ANY SOFTWARE, WEB SERVICES (INCLUDING INTERNET) OR PRODUCTS (OTHER THAN SOFTWARE) ON WHICH THE OPERATIONS OF THE SOFTWARE DEPENDS ON REMAINING AVAILABLE, UNINTERRUPTED AND UNCHANGED, OR (E) THE CORRECTNESS, ACCURACY, RELIABILITY OF USE OR OTHER SUCH THINGS RELATING TO THE USE OF SOFTWARE OR THE RESULTS OF THE USE OF THE SOFTWARE.

## **LIMITATION OF LIABILITY**

NEITHER DIGIA NOR ANY OF THE THIRD PARTIES IS RESPONSIBLE FOR ANY INDIRECT OR COLLATERAL DAMAGES CAUSED BY THE BREAKING OF THE EXPLICIT OR INDIRECT WARRANTIES OR RELATED TO THE BREACH OF THE SOFTWARE AGREEMENT, OR DUE TO NEGLIGENCE, STRICT LIABILITY OR SOME OTHER JURIDICAL THEORY, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, UNRECEIVED REVENUE, LOST INFORMATION AND DAMAGES CAUSED BY THE SOFTWARE OR THE RELATED DEVICES BEING UNUSABLE OR DAMAGES CAUSED BY THE TIME LOST DUE TO AN INTERRUPTION OF USE OR THE TIME LOST BY THE USER, EVEN IF THE POSSIBILITY OF SUCH DAMAGES HAS BEEN ANNOUNCED. IN ANY CASE, THE LIABILITY FOR DAMAGES OF THESE PARTIES, AND THE TOTAL LIABILITY ON THE BASIS OF ANY OF THE CONDITIONS OF THIS LICENCE, HAS BEEN LIMITED TO 50 EUROS

## LICENCE FOR COLLECTING AND USING LOCATION INFORMATION AND PERSONAL INFORMATION

Digia is using the Software to implement a service where the Emergency Response Centre may monitor the location of a person calling a 112 number. The services enabled by the Software thus depend on location information, particularly the geographical location of the Device. You accept that in order to produce these services, Digia and the Emergency Response Centre may collect, archive, process and use the aforementioned location information. The aforementioned location information is monitored for at most one (1) hour after the call to the Emergency Response Centre has ended, and this information may also be used for the needs of the Emergency Response Centre, according to its information protection principles.

You also approve that Digia may collect and temporarily save the personal information received using the Software, particularly your phone number and the location information of this Device, and, if necessary, deliver this information to the Emergency Response Centre, who will attempt to use the information to enable the implementation of the tasks required by the emergency call. The collected information is maintained temporarily for at most twenty-four (24) hours.

The changes to the Software may change the entirety of the personal information or other information collected using the Software or the selected authorities or other targets who have the information delivered on a case-by-case basis.

Digia, its group companies or partners will not use the information to individualize the users of the Software or the Device without the user being aware of this matter or giving their consent. All use of personal information complies with Digia's information protection principles.

### AUTOMATIC UPDATE FEATURE

From time to time, Digia may update or otherwise edit the Software, such as, for instance, to correct errors and improve its functions while you are connected to the servers of Digia or third parties, or otherwise. Such updates or changes may remove or change the nature of the features of Software or other similar matters. By accepting this Licence, you agree to any such updates and changes.

### WHOLE AGREEMENT, RELINQUISHMENT, PARTIAL INVALIDITY

This Licence forms an overall agreement regarding the Software between you and Digia. If a part of this Licence is considered invalid, illegal or non-implementable, the condition is applied inasmuch as possible to maintain the purpose of this Licence and the other parts remain fully valid.

## APPLICABLE LAW AND THE COMPETENT COURT OF JUSTICE

This Licence has Finnish legislation applied, apart from conflict-of-law rules. All conflicts caused by this Licence are solved in Finland, at District Court of Helsinki.

## TERMINATION

If you disobey one of the conditions of this Licence, Digia may terminate it without any of the other rights belonging to the company being limited.

## AMENDMENT

DIGIA RESERVES THE RIGHT TO CHANGE, BY ITS SOLE AUTHORITY, ANY OF THE CONDITIONS IN THIS LICENCE BY ANNOUNCING IT ON A WEBPAGE DEFINED BY DIGIA, DELIVERING AN E-MAIL NOTIFICATION TO AN E-MAIL ADDRESS SPECIFIED BY YOURSELF, ANNOUNCING IT AS A PART OF A PROCESS TO OFFER IMPROVEMENTS/UPDATES OR BY ANNOUNCING IT BY ANY OTHER LEGALLY RECOGNIZED WAY OF NOTIFICATION.

If you do not accept the change, you must immediately contact Digia to receive instructions. If you continue the use of Software after the previously mentioned announcement has entered into force, you are considered to have approved the change and committed to it through your actions.

If you have questions regarding this Licence, you may contact Digia at [112suomi@digia.com](mailto:112suomi@digia.com).