

## SERVICE TERMS

### 1. Acceptance

These Service Terms together with the Privacy Policy (collectively "Terms") govern your use of the application or website where you accessed these Terms and use of the related services (collectively "Service") and the Terms constitute an agreement between you and Nokia Corporation, or if you are (i) a resident of Australia, between you and Nokia Australia Pty Ltd, (ii) a resident Malaysia, between you and Nokia (M) Sdn Bhd, or (iii) a resident of Singapore, between you and Nokia Pte Ltd defining the rights and responsibilities of you and Nokia Corporation, Nokia Australia Pty Ltd, Nokia (M) Sdn Bhd or Nokia Pte Ltd (as the case may be), including, in each case, its affiliates and suppliers (collectively "Nokia") with respect to the Service.

You are not allowed to use the Service if you do not agree to the Terms.

### 2. Eligibility

To use the Service, you must be at least thirteen (13) years of age. If you are at least thirteen (13) years of age but a minor where you live, you must review the Terms and have your parent or legal guardian complete the registration on your behalf for you to use the Service. The person completing the registration must be legally competent.

### 3. Registration and Termination

You agree to provide truthful and complete information when registering for the Service and to keep that information updated. Providing misleading information about your identity is forbidden.

When you register, you may create a username and a password. You (and your parent or legal guardian, if you are a minor) are personally responsible for any use of the Service with your username and password. You agree to take due care in protecting your username and password against misuse by others and promptly notify Nokia about any misuse.

The Service will terminate at the end of your subscription period. However, you may terminate your registration if you no longer wish to use the Service. After termination, you will no longer have access to the Service. Nokia may terminate your registration or restrict your access to certain parts of the Service if there is an indication that you have breached the Terms. In the event you terminate your subscription for convenience or Nokia terminates your subscription in accordance with these Terms, you will not be entitled to a refund of your fees, in whole or in part. If you have subscribed to a trial service, your use of the Service will terminate at the end of such trial period unless you have subscribed to the commercial version of the Service.

Except as set forth in Privacy Policy, Nokia shall not be responsible for any removal of the information or content you have submitted ("Material") from the Service when your registration is terminated.

After the Material is removed from the Service by either you or Nokia, some traces of the Material may remain and copies of the Material may still reside within the Service. Nokia does not claim ownership in your Material. Your submission of Material to the Service does not transfer ownership rights in the Material to Nokia.

### 4. Using the Service

You agree to:

- Use the Service only for your private, non-commercial purposes;
- Comply with applicable laws, the Terms and good manners;

- Not submit unlawful, offensive, abusive, pornographic, harassing, libelous or other inappropriate Material;
- Respect the privacy of others;
- Obtain any consents, permission or licenses that may be required for you to have the legal right to submit any Material; and
- Not distribute or post spam, unreasonably large files, chain letters, pyramid schemes, viruses or any other technologies that may harm the Service, or the interest or property of the Service users.

Nokia may need to comply with lawful interception and/or data retention requirements imposed by your country of residence or any other country in which you are using the Service. Nokia may restrict access to any part of the Service or terminate your access to the Service, at any time in its sole discretion or if required by law or by the relevant authorities or regulatory agencies to do so.

## **5. Fees, Subscription and Payment Information**

Your use of the Service may be or may become subject to charges.

Any fees charged by Nokia will be announced separately in connection with the Service.

Use of the Service may involve transmission of data through your service provider's network. Your network service provider may charge for such data transmission. You may also incur additional third party fees in connection with your use of the Service.

Nokia assumes no responsibility for the payment of any such charges.

Certain Services may require subscription fees. You may subscribe to the Service directly with Nokia or the Service may be included in or bundled with services purchased from your operator or other Nokia reseller. The subscription period shall (1) where you registered for the Service with Nokia, be that period which you have chosen when signing up for the Service (2) where the Services are included or bundled with services you purchased from your operator or a reseller, coincide with the subscription period of the operator or reseller services, as applicable. When purchasing a subscription to the Service through Nokia, we will charge you the specified subscription fee in accordance with your chosen subscription model (e.g. an annual subscription fee or recurring monthly fee). Other than as expressly permitted under these Terms, subscription fees are non-exchangeable and non-refundable. All fees, unless specifically noted otherwise, are inclusive of VAT, goods and services tax, sales and use, or similar taxes.

You may pay for your subscription by credit or debit card, or other available payment methods. You must be a resident of and your credit or debit card must have a billing address in a supported country to enable you purchase a subscription. We will charge your credit card or debit your bank account, as you have chosen when buying the subscription or as updated by you, within a reasonable time after you have made your purchase. All credit card payments are subject to validation checks and authorisation by the card issuer. If you are purchasing something from Nokia, you hereby represent that (i) any credit information you supply is true and complete, (ii) charges incurred by you will be honoured by your credit card company, and (iii) you will pay the charges incurred by you at the posted prices, including any applicable taxes.

## **6. Availability**

The Service may not be available in some countries and may be provided only in selected languages. The Service may be network dependent, contact your network service provider for more information.

Nokia reserves the right, in its sole discretion, to change, improve and correct the Service. The Service may not be available during maintenance breaks and other times.

Nokia may also decide to discontinue the Service or any part thereof in its sole discretion. In such case you will be provided a prior notification.

## **7. Dealings with Others**

You may interact with other users on or through the Service. You agree that any such interactions do not involve Nokia and are solely between you and the other user(s).

## **8. Personal Data**

The Privacy Policy and the following additional provisions in these Terms govern the use of your personal data.

When you register to the Service, Nokia asks for or otherwise collects certain personal information such as your email address along with your user name and password and, in certain cases, your mobile phone number so that we can communicate with you, for example to send notifications of incoming messages.

When you use the Service, certain technical information such as the type and serial number of your mobile device, Internet protocol address, your mobile network and country codes, timezone, technical details of your client as well as your transactions with Nokia, for example your approval of these Terms, will be automatically collected by Nokia. The purposes for which Nokia may use such data are explained in the privacy policy. Nokia may also participate with your selected service providers in maintaining your contact lists.

The services you access are provided and hosted by your selected service provider who typically has a privacy policy of its own. We recommend you familiarize yourself with your service provider's privacy policy. Nokia is not responsible for the privacy or any other practices of such service providers.

Although your messages will be transmitted through Nokia's servers Nokia will not process the content or headers of your messages for any purpose other than what is necessary to deliver and manage your messages unless otherwise required by mandatory law.

With certain services Nokia may cooperate with your operator and other third parties in connection with the sale of the Service. Nokia may receive from such third parties certain device specific non- personal information, such as device serial number of the devices sold by the operator with preinstalled Service. Such information may be used for analyzing the activation of the Service.

## **9. Limitation of Liability**

The Service is provided on "AS IS" and "AS AVAILABLE" basis. To the fullest extent permitted by the law and subject to these Terms, Nokia does not warrant that the Service will be uninterrupted or error or virus-free. To the fullest extent permitted by the law and subject to these Terms, no warranty of any kind, either express or implied, including but not limited to warranties of title or non-infringement or implied warranties of merchantability or fitness for a particular purpose, is made in relation to the availability, accuracy, reliability, information or content of the Service. You expressly agree and acknowledge that the use of the Service is at your sole risk and that you may be exposed to content from various sources.

To the fullest extent permitted by the law, except for liability for death or personal injury caused by gross negligence or intentional misconduct, Nokia shall not be liable for any direct, indirect, incidental, punitive or consequential damages caused by the use or inability to use the Service.

If applicable law implies warranties or conditions or impose obligations which cannot be excluded, restricted or modified except to a limited extent, where permitted, Nokia limits its liability under such provisions to the resupply of the Services, or at Nokia's option, the cost of having the Services resupplied.

## **10. Indemnification**

You agree to defend, indemnify and hold harmless Nokia from and against any and all third party claims and all liabilities, assessments, losses, costs or damages resulting from or arising out of i) your breach of the Terms, ii) your infringement or violation of any intellectual property, other rights or privacy of a third party, iii) misuse of the Service by a third party where such misuse was made available by your failure to take reasonable measures to protect your username and password against misuse.

## **11. Miscellaneous**

### **11.1 Choice of Law**

Except where prohibited by applicable law or provided otherwise herein, the Terms shall be governed by the laws of Finland without regard to its conflict of law provisions.

### **11.2 Validity**

The Terms shall neither exclude nor limit any of your mandatory rights in your country of residence. If a provision of the Terms is found to be invalid, the validity of the remaining provisions shall not be affected and the invalid provision shall be replaced with a valid provision that comes closest to the result and purpose of the Terms. If there is any conflict between these Terms and the Privacy Policy, the provisions of these Terms shall prevail. The provisions of the Terms that are intended to survive termination shall remain valid after any termination.

### **11.3 Changes in Terms**

Nokia reserves the right to modify the Terms at any time without prior notice. If the Terms are changed in a material, adverse way, Nokia will provide a separate prior notice advising of such change.

You are responsible for regularly reviewing the Terms. Your continued use of the Service shall constitute your consent to any changes and modifications.

### **11.4 Links to Third Party Sites and Content**

For your easy accessibility Nokia may include links to sites on the Internet that are owned or operated by third parties and that are not part of the Service. Upon following a link to such a third-party site, you shall review and agree to that site's rules of use before using such site.

You agree that Nokia has no control over the content of third-party sites and cannot assume any responsibility for services provided or material created or published by such sites. A link to a third-party site does not imply that Nokia endorses the site or the products or services referenced in the site.

## **12. Intellectual Property**

The Service and related software are protected under international copyright laws and you are hereby notified that copyrights are claimed by Nokia. Subject to the Terms, Nokia retains all right, title and interest in the Service and in all Nokia's products, software and other properties provided to you or used by you through the Service.