

END USER LICENCE AGREEMENT ("EULA")

Applicable from: [date]

These terms constitute an end user license agreement ("EULA") between You and Tmi Susanna Vartiainen ("SV") governing the use of Sirius Koiran Kuntopolku mobile applications ("Software") as specified below. The installation and/or use of Software indicates Your acceptance of this EULA.

For purposes of this EULA Software means all software programs distributed, published or otherwise made available by SV or its affiliates including, but not limited to mobile apps for animal health guidance. Software also includes updates and upgrades as well as accompanying manual(s), other files, electronic or on-line materials or documentation, and any and all copies of such software and its materials.

INSTALLATION AND USE OF SOFTWARE IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS EULA. BY INSTALLING, USING OR ACCESSING THE SOFTWARE OR ANY MATERIALS INCLUDED IN OR WITH SOFTWARE, YOU HEREBY ACCEPT THE TERMS OF THIS EULA.

1 LICENSES

SOFTWARE. SV hereby grants You a non-exclusive, non-transferable, non-sublicensable, limited right and license to use the Software for Your private and personal non-commercial use on mobile device supported by the Software. The Software is being licensed to You and You hereby acknowledge that no title or ownership in the Software is being transferred or assigned and this EULA is not to be construed as a sale of any rights in the Software.

SV retains all right, title and interest in and to the Software, including, but not limited to, all copyrights, trademarks, trade secrets, trade names, proprietary rights, patents, titles, computer codes, audiovisual effects, themes, settings, artwork, sound effects, musical works, and moral rights whether registered or not and all applications thereof. The Software is protected by applicable laws and treaties throughout the world. Unless expressly authorized by mandatory legislation, the Software may not be copied, reproduced or distributed in any manner, in whole or in part, without prior written consent from SV. All rights not expressly granted to you herein are reserved by SV.

The term of your licenses under this EULA shall commence on the date that you accept this EULA and install or otherwise use the Software and ends on the earlier date of either your disposal of the Software or SV's termination of this EULA. Your license terminates immediately if you attempt to circumvent any technical protection measures used in connection with the Software or you otherwise use the Software in breach of the terms of this EULA.

VIRTUAL ITEMS. SV may license to You certain items directly or based on in-app purchases. Unless otherwise specified, these items shall be deemed an integral part of the Software and subject to this EULA.

Any and all items are licensed to you on limited, personal, non-transferable, non-sublicensable and revocable basis and limited only for non-commercial use.

Payment terms for purchaser of items are subject to terms of applicable third party application store such as Google Play or Apple Store ("Store"). Any payment for licenses for virtual items or redemption of third party virtual currency is always FINAL AND NON-REFUNDABLE. SV is not required to provide a refund for virtual items for any reason and no compensation is paid for unused virtual items. Transfer of such items to other devices or accounts may be restricted based on terms of third party applications.

SV may manage, regulate, control, modify or eliminate virtual items at any time, with or without notice. SV shall have no liability to You or any third party in the event that SV exercises any such rights.

2 USE OF THIRD PARTY APPLICATIONS

The Software is made available to You through third party Store. By downloading the Software via such Store You also accept all terms and conditions necessary for the use of such Store and any services thereto. SV shall have a right to assume that any information provided to Store by You are correct.

The Software may offer in-app purchases. Any and all in-app purchases are subject to terms and conditions of applicable Store. You may manage the ownership of in-app purchases as provided with the terms and conditions of applicable Store. In-app purchases (such as individual animal training programs) may be transferred to other devices in the event such transfer has been made available in applicable Store via user account etc. SV shall have no liability over in-app purchases to multiple devices or accounts.

3 GENERAL LICENSE LIMITATIONS

You agree not to:

- i. commercially exploit the Software;
- ii. distribute, lease, license, sell, rent, lend, convey or otherwise transfer or assign the Software, any copies thereof, or any passwords or usernames;
- iii. make a copy of the Software or any part thereof;
- iv. make the Software publicly available or available on a network for use or download by multiple users;
- v. reverse engineer, decompile, disassemble, translate, prepare copies, databases or derivative works based on or otherwise modify the Software, in whole or in part;
- vi. remove, obscure or modify any copyright, trademark or other proprietary rights notices, marks or labels contained on or within the Software, falsify or delete any author attributions, legal notices or other labels of the origin or source of the material; or
- vii. interfere with Software access control measures or attempt to disable security features.

4 THE USE OF TRAINING INFORMATION AND USER'S LIABILITY

The Software provides guidance and practical methods for the physical training for animals.

You acknowledge that any information, instructions, examples, pictures, schemes, videos, animations, guidances etc. available via the Software ("Training Information") is provided for instructional purposes only. You shall be fully liable for the use of Training Information to any animals under Your supervision. You also acknowledge that Training Information is not a medically accepted treatment method and does not replace the use of professionally trained medical advice or assistance in person.

You shall be fully liable for applying the Training Information with animals and SV is not liable for any consequences with your animal (including but not limited to accidents, death, diseases and injuries). You shall also be fully liable for any actions You decide to carry out or not to carry out with any animals. SV shall not guarantee any physiological or medical results for the animals as a result of the use of Training Information. SV recommends consulting your veterinarian prior to the commencement of Software use.

The Training Information is provided via mobile application and without SV's surveillance. Thus SV shall have no liability over the use of Training Information.

5 INFORMATION COLLECTION AND USE

The Software collects information to Your mobile device memory. SV shall have no liability over the storage and usability of such information. You shall be fully liable for all information uploaded to the Software or Your mobile device by You.

The Software may collect information in relation to the functionality and usability of Software and any content created by You with the use of Software ("Data"). In exchange for use of the Software, You hereby grant SV an exclusive, royalty-free, perpetual, irrevocable, fully transferable and sub-licensable worldwide right and license to use Data and Your contributions in any way and for any purpose including, but not limited to the rights to reproduce, copy, adapt, modify or perform without any further notice or compensation to you of any kind for the whole duration of protection granted to intellectual and industrial property rights by applicable laws and international conventions. If not expressly prohibited by mandatory legislation, you hereby waive any moral rights of paternity, publication, reputation, or attribution with Software under applicable law. This license grant to SV, and the above waiver of any applicable moral rights, survives any termination of this EULA.

Notwithstanding the above, SV shall not transfer or distribute Data to any public domains unless modified into an anonymous form. Your personal information shall be used only for the purposes set forth in Privacy Policy.

Any information provided to SV based on license grant above shall be subject to privacy policy set forth in this EULA.

6 PRIVACY POLICY

Upon Your use of Software, SV may collect information described on Section 5 that may be connected to Your user account. The purpose of SV is not to collect personal user information to any other use than user account maintenance. SV shall have no liability in the event information collected may constitute a personal data register or by other means are connectable to user account due to Your use of Store or user account.

SV may require Your registration for the use of Software.

SV shall use the Data or your information only to purposes of Software use and development and user account maintenance. SV shall not transfer any information to third parties unless made anonymous and respects personal data rights in relation to applicable legislation.

Your personal data may be transferred to Store based on Your acceptance of respective Store terms and conditions. SV shall have a right to use Your personal data such as email address for customer contacting and marketing purposes of SV.

The Software may use cookies and similar technologies. Any information collected based on such measures shall be deemed as non-personal data.

7 NO WARRANTIES

Software is provided to You "as is" via Store and including all faults, defects of inconsistencies that may occur from time to time. SV shall correct any defects in the Software or release updates as SV may decide.

The standard version of Software is provided to you free of charge and premium versions against payment. SV shall give no warranties whatsoever over the use of Software. You use the Software at Your own risk and no guarantees are provided by SV or third parties.

Some jurisdictions do not allow the exclusion of or limitation on warranties or statutory rights. In such cases, the exclusions and limitation apply to the fullest extent permitted by law.

8 LIMITATION OF LIABILITY

IN NO EVENT WILL SV, IT'S AFFILIATES, LICENSORS OR THIRD PARTNERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM POSSESSION, ACCESS, USE OR MALFUNCTION OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO, DAMAGES TO PROPERTY, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION OR, TO THE EXTENT PERMITTED BY LAW, DAMAGES FOR PERSONAL INJURIES, PROPERTY DAMAGE, LOST PROFITS OR PUNITIVE DAMAGES FROM ANY CAUSES OF ACTION ARISING OUT OF OR RELATED TO THIS EULA OR THE SOFTWARE, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE.

BECAUSE SOME STATES/COUNTRIES DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY, THIS LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. THIS LIMITATION OF LIABILITY SHALL NOT BE APPLICABLE SOLELY TO THE EXTENT THAT ANY SPECIFIC PROVISION OF THIS LIMITATION OF LIABILITY IS PROHIBITED BY ANY FEDERAL, STATE, OR MUNICIPAL LAW, WHICH CANNOT BE PRE-EMPTED. THIS EULA GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

9 OTHER TERMS AND CONDITIONS

This EULA will terminate automatically if You fail to comply with its terms and conditions. In such event, You must destroy all copies of the Software.

You agree to indemnify, defend and hold SV, its partners, affiliates, contractors, officers, directors, employees and agents harmless from and against any and all damages, losses and expenses arising directly or indirectly from Your acts and omissions to act in using the Software pursuant to the terms of the EULA or Your breach of this EULA.

This EULA represents the complete agreement concerning this license between You and SV and supersedes all prior agreements and representations. SV reserves the right, at its discretion, to change, modify, add or remove portions of this EULA by posting the updated EULA on SV website. You will be deemed to have accepted such changes by continuing to use the Software. If any provision of this EULA is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the remaining provisions of this EULA shall not be affected.

This EULA is governed by the laws of Finland. Each of the parties hereto irrevocably attorns to the jurisdiction of the courts of Finland and further agrees to commence any litigation that may arise hereunder in the courts located in Finland.