

Terms of Service

These Terms of Service (the "Terms") of the Evexia mobile application, related doctor dashboard (and website in the address Evexia.fi (together the "Service") provided by Evexia Oy ("we" or "us" or "our") govern you access to and use the Service.

By using the Service you agree to be bound by these Terms and to comply with all applicable laws and regulations. We may revise these Terms from time to time and the most current version will always be posted on our website and apply to your use of the Service. By continuing to access or use the Service after revisions become effective, you agree to be bound by the revised Terms. In case the change of the Terms is material we may inform you of the changes in a way we deem best.

If any provision of these Terms is held invalid by any law, rule, order or regulation of any government or by final determination of any court, such invalidity shall not affect the enforceability of any other provision of these Terms. No failure to exercise nor any delay in exercising by either party of any right, power, privilege or remedy under these Terms shall impair or operate as a waiver of such right, power, privilege or remedy.

You represent that you are you have the legal authority to accept these Terms on behalf of yourself or any party you represent. For the avoidance of doubt, these Terms are not part of the agreement or another service contract in which a customer organization is a party. The terms of the agreement concerning the service in question and other contractual terms shall be primarily applied to the providing the Service to the party of the agreement.

If you do not agree to these Terms, please do not use the Service. You acknowledge that we may in its sole discretion refuse or terminate access to this Service by you at any time.

1. Use of the service

Subject to your compliance with the Terms you are granted a non-exclusive, non-transferable, revocable license and access to use the Service. You may not (except as expressly permitted herein or under applicable law) (i) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, (ii) modify or attempt to modify the Service in any manner or form.

Use of the Service may in certain cases require you to register into the Service and provide us with information requested on our website or mobile application. In case your contact or other information required for the use of the Service changes you shall provide us with such changed information without delay. You are responsible for maintaining the confidentiality of your account information, including your password, and for all activity that occurs under your account. You agree to notify us immediately of any unauthorized use of your account or password, or any other breach of security.

You are responsible for acquiring and maintaining the equipment, connections and software needed for the use of the Service. You are responsible for protection of your computer system and telecommunications.

By using the Service you grant us the right to freely and without any compensation to you collect, use and disclose the (i) information related to or generated by the use of the Service; and (ii) background data as allowed by the law and in accordance with the Privacy Statement available on our website.

You are responsible for your conduct, the content of your data while using the Service. We are not liable for any loss or corruption any of your data in connection with the Service.

You must not use the Service to harass, threaten, impersonate, or intimidate anyone. You must not upload, post, email, transmit, or otherwise make available (a) any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable, or (b) any content that is in violation of copyright, trademark or other law protecting intellectual property in any jurisdiction, or that violates any individual's publicity or privacy rights, or (c) any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", "affiliate links", or any other form of solicitation. You must not upload or transmit any worms or viruses or any code of a destructive nature. You must not violate any local laws in your jurisdiction (including but not limited to intellectual property laws). You must not use the Service for any illegal or unauthorized purpose. If you are an international user, you agree to comply with all local laws regarding online conduct and acceptable content.

2. Fees and Terms of Payment

The Service is free of charge to the end users of the Service.

3. Our Property

The software and other technology used to provide the Service and any amendments thereto are or may be protected by copyright, trademark, and other intellectual property laws of respective jurisdictions and belong to us and remain our property or a third party.

In addition to the right to use the Service in accordance with these Terms, these Terms do not grant you any right, title, or interest in the Service or related software or technology, or the content in the Service or related intellectual property rights. These Terms do not grant you any rights to use our mark or other trademarks, logos, domain names, or other brand features. We have the right to use any feedback, comments, or suggestions you send us or post in our forums without any obligation to you.

4. Representations, Warranties and Indemnification

When you use the Service, you represent and warrant that, (a) you have all the rights necessary to provide the data and you will not infringe or otherwise violate the copyright, trademark or other intellectual property rights of any third party or applicable privacy legislation.

You shall indemnify and hold us, our affiliates, employees and directors harmless from against any and all loss, liability, costs, claims, damages, expenses (including the fees of lawyers and other professionals), suffered, incurred or sustained by or asserted against us in relation to or as a result of the use of our Service, misuse of the Service or a breach of these Terms or the agreement. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

5. Limitation of Liability

You shall use the Service at your own risk. The Service is produced in a competent and professional manner and provided AS IS. We do not provide any representations or warranties, whether express or implied, or statutory, including but not limited to any implied warranties of fitness for purpose, non-infringement or satisfactory quality related to the Service or its results.

To the fullest extent permissible pursuant to applicable law, we shall not be liable to you for any direct, indirect, incidental, special or consequential damages, lost profits or interruption for business arising out of your access, use or inability to use the Service, or any errors or omissions in it, even if we have been advised of the possibility of such damages. In no event shall the total aggregate liability of our and our affiliate's and the employees, officers or directors howsoever rising under or in connection with these Terms of the Service exceed fifty Euros.

6. Force Majeure

We may delay the delivery or terminate the agreement or change the Service and shall not be liable for delay or damage due to reason beyond our control, which we could not have reasonably taken into account at the time of conclusion of the agreement or consequences of which we could not reasonably have avoided or overcome. We shall without delay inform you of a force majeure event and the termination of such force majeure event.

7. Confidentiality

Parties shall use and disclose confidential information of the party to any third party only in accordance with and as allowed by these Terms. Each party shall protect and safeguard the confidential information of the other party at least in the same manner in which it protects its own equivalent confidential, and trade secret information, but in no event less than a reasonable degree of care.

8. Assignment

You may not assign these Terms or the agreement with us in whole or in part without our prior written consent. We may assign or transfer These terms and the agreement with you including our rights and obligations under these Terms and the agreement to our affiliates or any third party. Any failure of a party to enforce any provision of these Terms or the agreement shall not be deemed a waiver of that or any other provision of these Terms or the agreement.

9. Term and Termination

These Terms come into force when they have been published. These Terms shall apply to the Service as long as the Service is used and available.

We may terminate these Terms and the agreement with you immediately if you breach these Terms and have not remedied such breach within thirty (30) from the notice of such breach.

10. Governing Law and Disputes

These Terms shall be governed by and construed in accordance with the substantive laws of Finland excluding its choice of law provisions.

Any dispute, controversy or claim arising out of or relating to these Terms or the agreement between us or a breach, termination or invalidity hereof shall be settled by arbitration in accordance with the Arbitration Rules of the Finnish Central Chamber of Commerce. The arbitration shall be held in Helsinki, Finland and the arbitration proceedings shall be conducted in English. The award shall be final and binding upon the parties and enforceable in any court of competent jurisdiction. Nothing in these Terms or the agreement shall be deemed to limit the right to seek interim injunctive relief or to enforce an arbitration award in any court of law.

11. How to contact us in agreement matters?

The company providing the services is Evexia Oy with a company ID 3112305-4. You can contact us at e-mail address: team@evexia.fi.