

Terms of Use (ToU)

1 About this policy

These Dustin Finland Oy, reg. no. 0935141-3 ("**Dustin**" "**we**", "**us**", "**our**") terms of use (the "**ToU**") apply to the use of the platform developed, owned and powered by Dustin's asset management partner and available at <https://dustin.velory.com/> including any subdomains and any associated links (the "**Platform**"). The Platform allows companies and other legal entities ("**Customers**") to purchase and manage assets such as laptops and mobile phones for use in the Customer's internal business operations.

The Customer is responsible for all its physical individual users that access the Platform on behalf of the Customer ("**Users**"). The Customer shall ensure that each such User complies with these ToU. Unless the circumstances clearly indicate otherwise, any references herein to "**you**" and/or "**User**" will refer to both the Customer and any of the Customer's Users

By accessing the Platform you agree to be bound by these ToU. If you are accessing the Platform in connection with your employment or as representative of a Customer, you hereby represent to Dustin that you are authorized to bind the Customer to these ToU. Please note that the Platform is directed towards legal entities and not physical individuals. Consequently, these ToU apply B2B, i.e., between Dustin and the applicable Customer.

2 Platform account

2.1 Use of Platform and its content

To access the Platform, you need to create an account. To create an account, the User must be at least 18 years old (or otherwise have reached the age of majority in the jurisdiction in which the applicable company will conduct business) and be able to enter legally binding contracts. Any registration, use of or access to the Platform by anyone who does not meet these requirements is prohibited and in violation of the ToU.

The User guarantees that it will:

- comply with the ToU;
- use the Platform in a manner that complies with all applicable laws, rules and regulations;
- not grant any physical individuals under the age of 18 any access to the Platform; and
- not use the Platform for any personal, household or family purpose.

2.2 Account registration

There are different types of accounts that can be registered when using the Platform:

- "**Platform Partner Account**": Account for Partner to administrate the Partner platform; and
- "**Platform Account**": User account linked to the Platform (including login for end users/employees of the customer company).

Collectively referred to as the "**Account/Accounts**".

To register an Account, the User must complete a user profile that the User agrees to show to other users. The User must provide accurate and complete information when creating an Account for the use of the Platform. The User must also ensure that all provided information is and remains accurate, complete, and current. The User may not register for more than one Account without our express written permission.

2.3 Username and password

When the User registers an Account, they will be asked to choose a password for the Account and the username will be the User's registered email address. The User can change the password for the Account at any time.

The User is responsible for protecting the username and password for their Account so that no unauthorized person can access it. The User agrees that Dustin assumes that all persons using the Platform with the User's username and password, either is the User or someone who is authorized to act on the User's behalf. The User agrees to notify us immediately if they suspect or become aware of any unauthorized use of its Account or any unauthorized access to its password or the password of any user of the Account. The User further agrees not to use any username or password for another user of the Platform that they are not authorized to use, and not to allow others who are not authorized to use the Account.

2.4 Duration and termination

These ToU apply to the User until the User's Account is terminated by either the User or Dustin. We may suspend or terminate the User's Account, delete the User's profile and all content and/or information that the User has posted on the Platform and/or prohibit the User from using or accessing the Platform (or any part thereof) with or without reason, at any time without prior notice.

The User can terminate the ToU by closing its account in accordance with the instructions on Platform or by contacting our customer support. If we have suspended the User's Account, the User may not register a new Account.

2.5 Disclaimer

Dustin provides the Platform without any warranties or conditions, expressed or implied. Furthermore, we give no guarantee of continuous, uninterrupted or secure access to any part of the Platform and we are not responsible under these terms for any interruption or deterioration of the Platform.

We also do not warrant that the Platform is accurate or reliable, that the Platform will meet the User's requirements, that the Platform will be available, uninterrupted or secure, at any particular time or place, that any deficiencies or errors will be eliminated or that the Platform will be free of viruses or other harmful components. Use of the Platform is at the User's own risk: all content or data downloaded or otherwise obtained through the use of the Platform is downloaded at the User's own risk and the User will be solely responsible for any damage to their property or loss of data caused by such download.

Dustin is not responsible for any damage, loss, or injury resulting from (a) the use or inability to use the Platform; (b) unauthorized access to or alteration of your Account, transmissions or data; (c) statements or conduct of anyone in connection with the use of the Platform; or (d) hacking, tampering, or other unauthorized access or use of the Platform.

You agree to defend, indemnify, and hold Dustin and its licensors harmless from all liabilities, claims and expenses that are caused or can be related to your use or misuse of the Platform in violation of these ToU, applicable law and/or other agreements or guidelines which may be associated with your use of the Platform.

2.6 Data

Dustin reserves the right to use data derived from your use of the Platform, in an anonymized, consolidated and aggregated manner to improve, develop, market and modify the Platform.

2.7 Intellectual property

The content and information displayed on the Platform is owned by Dustin or its licensors. The content is protected by intellectual property rights, which means that trademarks, product names, pictures, graphic, design, layout etc. are not to be copied or in any other way used without Dustin's prior written consent. Printouts are only allowed for non-commercial use. It is forbidden to copy, save or in any other way reproduce, process, change, transmit, transfer, in other ways utilize or exploit material or parts thereof without Dustin's prior written consent.

You further agree not to (a) reproduce or circumvent the navigational structure or presentation of the Platform; (b) use the Platform in any manner that might interfere with the rights of third parties; (c) use any data mining, robots, scraping or similar data gathering methods; and (d) conduct any activity that might compromise the security of or otherwise damage the Platform.

2.8 Miscellaneous

Dustin reserves the right to amend these ToU at any time and the newest applicable version will be posted via the Platform. By continuing to use the Platform after the amended ToU have become effective, you are consenting to such amended ToU. If you do not consent to the amendments, you must stop using the Platform and delete your Account.

Dustin may at any time update, change, modify or withdraw the Platform as a whole or part thereof, including specific properties, without incurring any liability and without obtaining your prior consent. All new functionalities, features or services introduced to the Platform will be subject to these ToU.

Any dispute, controversy or claim arising out of or in connection with these ToU, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitration of the Finland Chamber of Commerce ("FCC") in English. The seat of arbitration shall be Helsinki. However, FCC may in its discretion determine, taking into account the complexity of the case, the amount in dispute and other circumstances, that, instead of the Rules for Expedited Arbitration, the Arbitration Rules of the Finland Chamber of Commerce shall apply. In the latter case, FCC shall also decide whether the number of arbitrators shall be one or three. Notwithstanding the above, Dustin shall at all times be entitled to apply for an injunction to pay or commence proceedings for the payment of any amount due to Dustin in court with the Helsinki District Court as first instance. These ToU shall be governed by the substantive law of Finland, excluding its choice of law provisions and the UN Convention on Contracts for the International Sale of Goods.

Any provisions in these ToU, which by their nature are to be performed or complied with after the termination of these ToU, shall survive and continue in full force and effect (e.g. provisions regarding governing law).