

## **Legal Notice / General Terms and Conditions**

Aver Legal Oy (hereinafter "Aver") business ID: 2272652-3, of Hiiralantie 21, FI-02160 Espoo, shall serve its clients in accordance with these general terms and conditions of assignment as far as legal services to the client are concerned. These terms and conditions shall supplant any general procurement or other terms and conditions of the client, except where Aver and the client otherwise expressly agree in writing.

### **Disclaimer**

This website and the information on this website are governed by Finnish law. Aver is not liable for the uninterrupted or error-free operation of this website or for any damage relating to this website or the use of any information on this website, unless otherwise provided by mandatory legislation.

### **Use of external services**

If Aver requires the services of third parties when discharging an assignment, such as Finnish or foreign specialists, agents or lawyers, then the said third party shall be deemed to have entered into a direct contractual relationship with the client and to represent the client directly unless otherwise agreed in writing. Aver shall not be liable for the advice or default of a third party. The client shall address its claims in this respect directly to the third party and shall have no right to address any such claims to Aver. The client shall be liable for the charges of third parties (including any applicable value-added tax), irrespective of whether the client was invoiced directly by those parties or whether the fees and costs of the said parties were included in the invoices of Aver.

### **Information searches**

Any information retrieved from public records (e.g. a trade register, or a trademark or design database) by Aver in the course of discharging the client's assignment shall be forwarded to the client on the presumption that the details in the said register were comprehensive, accurate and current at the time of the search.

### **Electronic communications**

Unless otherwise agreed, Aver shall be entitled to use ordinary e-mail in electronic communications related to an assignment. The client acknowledges and accepts that some security risks may be involved in using ordinary unencrypted e-mail. A client wishing to use some more secure form of communication on special grounds shall give Aver a prior written notice of this wish before the assignment begins. Aver shall have no liability to compensate for any loss or damage arising from electronic communication except in case of a breach of professional obligations based on the assignment that arises wilfully or through gross carelessness.

Aver uses electronic software and servers provided and maintained by external service providers for discharging assignments and storing information. Aver shall

not be liable for any damage or loss of data caused to the client through security breaches affecting the service of an external service provider, malfunctions, service provider errors or other circumstances that are beyond the firm's reasonable control.

### **Intellectual Property**

All information on this website is the property of Aver or its contractors and protected against unauthorized use by intellectual property laws.

Aver shall in all circumstances retain all copyrights and other intellectual property rights pertaining to documents and other materials prepared by Aver for the client (in any form whatsoever). The client shall enjoy the non-exclusive right to use the said documents and materials for the purpose for which Aver drafted them for the client.

### **Data Protection**

In the course of discharging an assignment Aver may process personal data supplied by the client and information obtained from credit registers (hereinafter referred to as "Personal Data"). Personal Data may pertain to the client or to other persons. Processing of Personal Data shall comply with statutes and regulations governing the processing of personal data. Further details of processing of Personal Data are available on the Aver website under the heading Privacy Policy.

Except where otherwise instructed by the client in writing, Aver shall record and process Personal Data depending on the type of data obtained from the client or from third parties on the client's behalf. Aver shall serve as data file controller for Personal Data pertaining to the client that Aver may process for the purpose of discharging its assignment, such as processing invoices and performing the prescribed obligations of Aver. Aver may also process Personal Data pertaining to the client or to third parties in order to advise the client and discharge the client's assignment in accordance with the client's guidelines and thereby with the client's consent.

Aver may only disclose the client's Personal Data to third parties with the client's consent or instruction to do so, where so required or permitted by law, or if the parties concerned are providing services to Aver or to the client. On transferring Personal Data to a service provider or to an adviser located in another country, Aver shall assume that the said parties have taken the appropriate technical and organisational measures to combat unauthorised or unlawful processing of the Personal Data or accidental loss, deletion or corruption thereof. The regulatory control and other public authorities of the said countries may nevertheless be entitled to obtain such data.

Any Personal Data submitted by Aver to the client concerning Aver employees or third parties shall only be used for the express purpose for which the said information was disclosed to the client.

Aver shall supply the requested information to any client seeking to exercise its right of inspection of a personal data file.

### **Cookies**

Aver website does not use cookies.