

## SMARTGALLERY.IO TERMS AND CONDITIONS

### 1. GENERAL

1. The following terms and conditions (hereinafter the “**Terms**”) govern the relationship between the user (hereinafter the “**User**”) and Unrealer Oy (hereinafter “**Unrealer**”), as regards the access to and use of the <http://www.smartgallery.io/> and as well as any other websites, services or applications related thereto (hereinafter the “**Service**”).
2. SmartGallery.io is a Software as a Service (SaaS) platform that enables the User to manage and present their real estate properties online via the Service. Via the Service, the User establishes an account (hereinafter the “**Account**”). The Account includes a web service where the User may publish company related information.
3. By accessing the Service, the User agrees to these Terms and accepts to be legally bound by them. If the User does not agree with these Terms or if the User is not authorized to bind itself to these Terms, the User should not access or use the Service.
4. The User represents and warrants that the User will comply with all applicable laws and regulations including but not limited to those set forth in these Terms while using the Service.
5. In case the User has any questions regarding the Service or these Terms, the User should contact Unrealer at the address below:

Unrealer Oy  
Business ID: 2636435-5  
Kaisaniemenkatu 4  
00100 Helsinki  
Contact email: [info@smartgallery.io](mailto:info@smartgallery.io)  
Contact person: Antti Pitkänen

6. Unrealer reserves the right to amend these Terms at any time without prior notice. Use of the Service after any such changes constitutes acceptance of the new Terms by the User.

### 2. THE SERVICE

1. Unrealer hereby grants the User a non-exclusive, limited right to use the Service. Unrealer reserves all rights not expressly granted herein.
2. The User has the right to access and use the Service for lawful purposes and in accordance with these Terms.
3. When accessing or using the Services the User is always obligated to also comply with any and all Unrealer’s procedures, guidelines, policies and restrictions as outlined on the Service.
4. Unrealer has the right to change and/or update the Service or any part of it at any time, for any reason and in its sole discretion. Unrealer will however use reasonable efforts to inform the User in advance of material changes to or updates of the Service that may have adverse effect on the User’s access to or use of the Service.
5. Unrealer has the right to terminate, limit or discontinue the Service, in part or in full, at any time, for any reason and in its sole discretion.
6. The Service allows the User and other users to submit content (including but not limited to, photos, text, comments, reviews, links and files, as described in Section 4.1) and certain information to the Service. Unrealer does not actively pre-screen such content, information or communication submitted by the User or other users and is not liable for such content, information or communication.

7. Unrealer has the right to modify, remove or delete at any time, for any reason and in its sole discretion any content, information or communication submitted to the Service by the User.
8. Unrealer has the right, in its sole discretion, to refuse to register a User or set up a User Account. The User is not allowed to create multiple User Accounts or create User Accounts for any other party than the User itself (unless permitted to do so under another agreement concluded with Unrealer).
9. The Account can be terminated by the User by discontinuing the use of the Service.
10. When using the Service, the User will comply with all applicable laws and regulations, and all terms of use and similar rules concerning the User's use of any third party publishing platform.

### **3. USE OF THE SERVICE**

1. The User represents and warrants that the User will abide by and comply with these Terms while using the Service.
2. The User is not allowed to copy, distribute, or disclose any part of the Service in any medium. The User shall not alter or modify any part of the Service other than reasonably necessary to use the Service for its intended purpose.
3. When registering as a User and setting up a User Account, or when accessing or using the Service for other purposes as the case may be, the User agrees always to provide Unrealer true, current and complete information in accordance with the relevant procedures, guidelines, policies and restrictions as outlined on the Service or with any other agreement concluded with Unrealer. In case the information provided by the User is no longer true, current or complete, the User agrees to update such information so that the information provided to Unrealer meets the aforementioned requirements at all times.
4. Any user identification and password which the User is granted by Unrealer or which the User registers in connection with the Service is for the User's own use only. The User is not allowed to share its user identification and password with any third party.
5. The User agrees that the User is responsible for all acts or omissions that occur in conjunction with the User's user identification and password. The User is obligated to take all necessary actions to preserve their confidentiality and to ensure that third parties do not use the Service with the User's user account. Furthermore, the User must immediately notify Unrealer in writing if the User's user identification and password is lost, stolen or improperly disclosed to a third party or in case the User's user account is improperly used by a third party.
6. The User may never use another User's user account. When creating an account in the Service, the User undertakes to provide accurate and complete information. The User remains solely responsible for the activity that occurs on the User's account.
7. The User undertakes to notify Unrealer immediately of any breach of security or unauthorized use of the User's Account in the Service. Unrealer will not be liable for the User's losses caused by any unauthorized use of the User's Account. The User will be liable for the losses of Unrealer or others due to such unauthorized use.
8. Unrealer may use the User's e-mail address to send the User Service-related notices, including any notices that may be required by law. Unrealer may also use the User's email address to send the User other messages, including changes to features of the Service. Unrealer may also include personal authentication codes in links that are included in automated emails that grant access to the User's Account. These emails are not to be forwarded or shared in any manner as they may grant their recipient access to the User's Account. The User may opt out from receiving email digests from Unrealer.

9. Unreal may also use the User's e-mail address to send to newsletters, marketing or promotional materials and other information. The User may opt out of receiving these digests from Unreal.

#### **4. FEES AND PAYMENT TERMS**

1. The use of the Service is subject to the payment of the monthly fees as agreed separately between the User and Unreal. The monthly fees (hereinafter "**Fees**") are paid to the Company in advance on the first (1) day of each calendar month.
2. Unreal reserves the right to make changes to the Fees, or to the collection or charge of the Fees, for any reason, at any time and in its sole discretion. The User's use of the Service after any such changes constitutes acceptance of the new Fees by the User.
3. When possible, Unreal will inform the User in advance of material changes to the Fees.

#### **5. USER CONTENT**

1. User Content means content that the User uploads, posts, provides, publishes, displays, stores, shares, links to or otherwise makes available via the Service (hereinafter "**User Content**").
2. The User represents and warrants that the User has the right to submit User Content to the Service and that the User's User Content or any use thereof does not violate any third party intellectual property right or other third parties' rights under law. In case the User Content breaches any intellectual property rights or other third parties' rights, Unreal has the right to terminate the User's Account with immediate effect.
3. The User is solely responsible for the User Content that the User uploads, posts, provides, publishes, displays, links to or otherwise makes available via the Service. When curating and posting User Content about the User's company via the Service, the User should make sure not to violate any of the User's company's policies or any agreements between the User and the User's company.
4. The User may be held liable if the User submits any false, misleading, offensive or unlawful User Content, information or communication to the Service.
5. The User agrees not to access or use the Service (including, but not limited to, submit User Content) for any illegal, unauthorized, inappropriate or unethical purposes or activities. Such activities include, but are not limited to, activities that:
  - a) are related to drugs, alcohol, tobacco, weapons, stolen items, hate items, pornography or mature content;
  - b) are obscene, indecent, defamatory, incites religious, racial or ethnic hatred, harassing or menacing, fraudulent or criminal;
  - c) violate intellectual property or other third parties' rights under law;
  - d) consist of or contain software viruses, disruptive malware or software, other malicious codes, mass mailings, or any form of spam, spying or phishing; or
  - e) consist of or contain soliciting or distributing personal information or other non-public information.
6. The User grants Unreal the perpetual, irrevocable, and sub-licensable right to copy, modify, distribute, display, and perform all of the User Content that the User uploads or posts to the Service in connection with the Service, including but not limited to making the User's User Content available to other Users for further redistribution by any and all means. Notwithstanding anything to the contrary, Unreal may use and distribute statistics based on the User's usage of the Service for marketing and other purposes. The User grants each member of the Company Instance in which the User belongs, the

perpetual, irrevocable right to copy, modify, distribute, display, and perform all of the User Content in connection with their use of the Service. The User represents and warrants that the User has the right to grant the foregoing license.

7. The User agrees that Unrealer only acts as a passive conduit for the User's online distribution and publication of the User's User Content. Unrealer is not responsible for policing the Company Instance or for monitoring any User Content. Unrealer does not and will not have any obligation to review User Content, and therefore Unrealer does not guarantee the accuracy, integrity, or quality of User Content and Unrealer cannot assure the User that harmful, inaccurate, deceptive, offensive, threatening, defamatory, unlawful, or otherwise objectionable User Content will not appear on the Service. The User understands and agrees that any loss or damage of any kind that occurs as a result of the use of any User Content that the User sends, uploads, downloads, streams, posts, transmits, displays, or otherwise makes available or accessed through the User's use of the Service, is solely the User's responsibility. Unrealer is not responsible for any public display or misuse of the User's User Content. Unrealer does, however, to the extent permitted by law, reserve the right to review any or all User Content in Unrealer's sole discretion and reserve the right to remove any User Content, in whole or in part.
8. UNDER NO CIRCUMSTANCES WILL UNREALER BE LIABLE IN ANY WAY FOR ANY USER CONTENT POSTED ON OR MADE AVAILABLE THROUGH THE SERVICE BY ANY USER.

## **6. UNREALER'S PROPRIETARY RIGHTS**

1. All materials relating to the Service, including, but not limited to, software, images, texts, illustrations, logos, patents, trademarks, service marks, copyright, photographs, audio, videos and music (hereinafter "**Unrealer Materials**") and all intellectual property rights related thereto are the sole and exclusive property of Unrealer or its licensors, except for User Content.
2. Use of the Unrealer Materials on the Service for any purpose not expressly permitted by these Terms is strictly prohibited.

## **7. THIRD-PARTY WEBSITES AND ADVERTISERS**

1. The Service may contain links to third-party websites, advertisers, or services that are not owned or controlled by Unrealer. Unrealer has no control over, and assumes no responsibility or liability, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, privacy policies, or practices of any third-party websites or services. If the User accesses a third-party website from the Service, the User does so at the User's own risk, and the User understands that these Terms do not apply to the User's use of such sites.
2. Unrealer encourages the User to be aware of when the User leaves the Service, and to read the terms and conditions and privacy policy of any third-party website or service that the User visits.

## **8. INDEMNITY**

1. The User agrees to defend, indemnify, and hold harmless Unrealer and its subsidiaries, agents, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) resulting from or arising out of
  - a) The User's use of and access to the Service;
  - b) breach of any of the representations and warranties above;

- c) The User's violation of any third-party right, including without limitation any right of privacy, rights of publicity or any intellectual property rights;
- d) The User's violation of any law, rule or regulation of Finland, the United States of America or any other country;
- e) any claim or damages that arise as a result of any User Content the User submits;  
or
- f) any other party's access and use of the Service with the User's unique login information.

**9. NO WARRANTY**

- 1. While Unrealer strives for ensuring that the Service is available, operates correctly and without interruptions and is free from errors, software viruses or other malicious codes, the Service is provided and operated by Unrealer on an "as available" and "as is" basis.
- 2. TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNREALER MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND WITH RESPECT TO THE SERVICE OR ITS QUALITY, PERFORMANCE OR FITNESS FOR A PARTICULAR PURPOSE AND THE USER ASSUMES THE ENTIRE RISK AS TO THE ACCESS TO OR USE OF THE SERVICE

**10. LIMITATION OF LIABILITY**

- 1. To the maximum extent permitted by law, Unrealer shall not have any responsibility or liability for the Service or the User's access to or use thereof.
- 2. UNREALER SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND UNDER ANY CIRCUMSTANCES.

**11. OTHER PROVISIONS**

- 1. Unrealer may notify the User via postings on Unrealer's websites (<http://www.smartgallery.io>), via email, or any other means to the contact address the User provides Unrealer with. All information regarding the Unrealer rights, terms and conditions will be published at (<http://www.smartgallery.io>) sites that are operated by Unrealer.
- 2. All notices given by the User or required from the User under these Terms will be in writing and addressed to Unrealer's address as described in Section 1.5.
- 3. If any part of these Terms is found illegal or unenforceable, in whole or in part, by any court of competent jurisdiction, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without the remaining provisions of the Terms, which shall continue to be in full force and effect.
- 4. Unrealer's failure to insist upon or enforce strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right.
- 5. The User may not assign or transfer any rights and licenses granted hereunder.
- 6. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

**12. APPLICABLE LAW AND DISPUTE RESOLUTION**

1. These Terms shall be governed by and construed in accordance with the laws of Finland, excluding its choice of law provisions. All disputes relating to the Service or these Terms shall be settled at the District Court of Helsinki, Finland which shall have the sole jurisdiction.

Last updated Feb 25th, 2018