

JUOMAMAAILMA

Terms of use

The use of Juomamaailma electronic service and the website related thereto (together the “**Service**”) requires that the customer will accept to comply with the terms, conditions, and notices contained herein in their time to time current form (together the “**Terms**”).

The use of the Service is intended for the customer only in accordance with these Terms. The use of the Service constitutes the acceptance of these Terms, including any future amendments thereto.

The delivery terms, payment details, limitation of liability and other terms and conditions related to the products subject to the Service are agreed separately between Hartwall and the customer.

Customer ID and password

Each customer receives a customer ID and a password to the Service. The customer shall change the received password to a password chosen by the customer. The customer shall be responsible for the use of the customer ID and the password and careful storage of them. The customer shall not disclose the customer ID and the password to the persons other than those entitled to use the Service. Hartwall shall in no event be responsible for any costs, expenses, damage or disadvantage that occur to the customer arising from the use of the password by an unauthorized party or the misuse of the information received from the Service’s website when using the password.

Should the customer forget its customer ID or password, Hartwall will provide the customer with the new one and the customer shall again change the password to a password chosen by it.

Should the customer recognize or suspect that its customer ID and password are used by an unauthorized third party the customer shall immediately notify to Hartwall thereof. In addition, the customer shall regularly change its password in order to guarantee its confidentiality.

Intellectual property rights

The Service is protected by copyright and possibly other intellectual property rights. All reproduction, revising, use, saving or distribution of any material in the Service (e.g. texts or photographs) is prohibited, unless explicitly stated otherwise on the website. Hartwall reserves any rights not expressly granted herein.

All material which appear in the Service, including but not limited to the trade names and logotypes used by Hartwall, as well as all related trademarks, product or service names and slogans are the property of either Hartwall or an applicable third party and may not be used in any way without the prior written approval by Hartwall or the applicable third party. The use of the Service shall not be construed as granting any license or right to use any material appearing in the Service without the prior written consent of Hartwall or the applicable third party owner thereof.

Links

Hartwall may offer links through the Service to third party websites. As Hartwall cannot control these websites, Hartwall is not responsible for access to such third party websites or for their content, advertis-

ing, products or other material made available through them. Hartwall has no liability, direct or indirect, for any damage or loss caused by the use of or any actions taken in reliance on or in conjunction with such content, products or service provided on such third party website or made available through such websites. The customer should read and comply with the terms of use of such third party websites.

Personal data and data security

Hartwall may, in connection with the Service, request the customer to provide contact information for the purpose of collecting feedback. In processing of personal data Hartwall operates in compliance with the Finnish Personal Data Act (523/1999, as amended). The description of the data file required by the Personal Data Act is available for review on the attached link <https://export.hartwall.fi/globalassets/export/gdpr/hartwall-privacy-policy-2018-english.pdf>.

The Internet environment and web-based services are not completely secure. The customer is responsible for the appropriate maintenance of the data security of the customer's data systems. The customer is also responsible for acquisition and functionality of the equipment, connections and software necessary for the customer in order to use the Service and that these will not cause any harm, fault or damage to Hartwall or the third parties.

Hartwall arranges the data security of the Service in a generally accepted manner and aims to use such technical solutions as are appropriate in order to prevent unauthorised access to its data systems. Hartwall is, however, not able to guarantee complete data security.

Site usage data and usage of cookies

Hartwall may collect information on the customers' usage of the website, traffic volumes and other related statistics, and may process and analyse such data. In order to review the usage of the Service as well as to improve and speed up the usability of the Service, Hartwall may use cookies. A "cookie" is a small text file that the Internet server will save on the customer's computer. This enables Hartwall to collect information on how and when the website is used in order to improve the user friendliness of the Service. It is not possible to identify the individual customers from the information collected through the use of cookies. Although the customer's browser is likely to automatically accept cookies, it is normally possible for the customer to configure the browser settings so as not to accept cookies and to delete them from the computer. However, some parts of the Service may not be available if the customer's browser does not accept cookies.

Functionality of the service

Hartwall will make its best efforts to offer the Service to the customer without interruption and free of defaults. However, Hartwall shall not be responsible for that the Service is accessible uninterruptedly or in a timely, reliably and error-free manner. Hartwall is not responsible for any technical defaults or interruptions arising from maintenance or installation operations in the Service or loss or change of any information due to these operations. Neither will Hartwall be responsible for any malfunctions in telecommunications or other circumstances beyond Hartwall's control that may hinder the execution of the Service, such as proper arrival or processing of the orders, unless otherwise stated in mandatory legislation.

Hartwall may interrupt the Service or part thereof due to modification or renewal of the Service or due to technical reason related thereto. The interruption will be informed in advance if possible. Hartwall devel-

ops the Service and Hartwall is entitled to modify the Service and its content as part of Hartwall's ordinary business in any manner and at any time.

No warranties

Hartwall disclaims all warranties on the Service. The customer acknowledges and agrees that the risk arising out of utilising the service remains with the customer. The service is provided "as it is".

Hartwall makes no warranties that

- (i) the Service corresponds to the customer's expectations;
- (ii) the Service is accessible uninterruptedly or in a timely, reliably and error-free manner;
- or
- (iii) the validity and quality of the information, which the customer has received from the Service, corresponds to the customer's expectations or needs.

The customer is solely responsible for any damage relating to its data system or for any loss of data caused by downloading content from the Service.

Limitation of liability

The customer acknowledges and agrees that in no event shall Hartwall be liable for any direct or indirect damages, including delay, damages caused by unused opportunity to use the Service, loss of profits, goodwill, licenses or data or other financial loss arising out of:

- (i) the use of the Service or inability to use the Service;
- (ii) costs arisen from acquiring a replacement for any product or service;
- (iii) unlawful access to or unauthorized modifications of data transmissions; or
- (iv) any other circumstances related to the Service.

For any trouble situation or question the customer may contact Hartwall's customer service. Should the matter concern the products or services of a third party, the customer is advised to contact such third party's customer service.

The customer's liability

The customer shall comply with these Terms and Conditions. The customer is liable for compensating to Hartwall all damages that occur due to breach of these Terms and Conditions or applicable law.

Applicable law and jurisdiction

The laws of Finland shall govern these Terms and Conditions and notices and the customer's relationship with Hartwall. The District Court of Helsinki shall settle possible disputes arising hereof.

Amendment of the Terms and Conditions

Hartwall reserves the right to amend these Terms and Conditions at any time without notification. The updated Terms and Conditions will be placed on the main page of the Service for the customer's acceptance. Should the customer not accept the amended Terms and Conditions, the customer shall cease the use of the Service.

Hartwall may at any time limit the access to the Service or close the Service or parts thereof without notification to the customers.