

## **GENERAL TERMS OF USE – Cyber City Tycoon**

### **1. General**

**1.1** These general terms of use (hereinafter Terms) concern the use of Application (hereinafter Service) provided by Aalto-University (hereinafter Aalto). By using the Service, you undertake to comply with these Terms in the capacity of a User and confirm you are at least 16-years old or you have consent of guardian for the use of application.

**1.2** A precondition to using the Service is submission of the data requested by the Service. This data is submitted by the user (hereinafter User).

**1.3** Aalto is entitled to amend these Terms from time to time. By using the Service, the User accepts the Terms valid at the time of Service use. In case of significant changes in the Terms, at its sole discretion, Aalto may notify the User about the change in the Terms in the manner chosen by Aalto.

### **2. Service**

**2.1** By using the Service, the User submits Aalto data over which the User retains full ownership. To the extent data is considered as personal data, Aalto may process the data in accordance with Privacy Notice.

**2.2** Service processes personal data as described in the privacy notice of this Service.

The service may provide additional features, such as real-time notifications. New features may be added to the service.

**2.3** Aalto shall strive to keep the Service constantly available but may discontinue use of the Service or change Service contents whenever this is deemed necessary. Inter alia, Aalto is entitled to discontinue provision of the Service because of installation, modification, or upkeep works, due to security hazard or requirements or guidelines provided for by law or other official regulations.

**2.4** Aalto is entitled to prevent access to the Service or delete Information stored to the Service without consulting the User if the Aalto suspects that improper Information is being stored to the Service, use of the Service by other users may be at risk because of the information stored, or these Terms are violated.

### **3. Obligations of user**

**3.1** User may not use the Service for harassment, threats or impersonation.

**3.2** User shall acquire and maintain the equipment, connections, and software required for using the Service on its own account.

### **4. Intellectual Property Rights**

**4.1** Intellectual property rights to the Service belong to Aalto and Liikenne- ja viestintäministeriö.

**4.2** User may use the Service solely to benefit of the Service as it is provided and in accordance with these Terms. The User may not copy, modify or distribute the Service or any part of it nor reverse engineer it, except to the extent allowed by applicable law.

### **5. Price**

Use of the Service is free of charge.

### **6. Warranty and Limitation of Liability**

**6.1** User uses the Service at his or her sole risk; the Service is provided as is and Aalto does not grant any warranty or guarantees with respect to the Service, Service outcomes, quality, non-violation of third persons' rights, or other circumstances.

**6.2** Aalto shall not be responsible to the User for any direct or indirect damage. If Aalto is declared responsible for the Service pursuant to law, the liability of Aalto to the User shall not exceed 50 euros.

### **7. Validity**

**7.1** These Terms enter into force after publication. The Terms apply for as long as the Service is used.

**7.2** Aalto is entitled to cancel these Terms and the contract between the parties immediately if User fundamentally violates his or her obligations pursuant to these Terms and has not remedied the violation.

### **8. Applicable Law and Dispute Resolution**

These Terms and the contract between the parties are governed by Finnish law, excluding its choice of law provisions. Any disputes arising in connection with these Terms or the contract between the parties shall be resolved once and for all through arbitration proceedings in conformity to the Arbitration Rules of the Central Chamber of Commerce by a single arbitrator.