

Terms of use and notices

Your use of the Blue1 website is conditioned on your acceptance of the terms, conditions, and notices contained herein and any additional terms applicable to each specific service. Unless otherwise stated, the use of the Blue1 website and services is intended for personal, private and non-commercial use only. No person under the age of eighteen may purchase services or products from the Blue1 website without the written consent of a parent or legal guardian. Your use of the Blue 1 website constitutes your acceptance of these terms, conditions and notices, including any future amendments thereto. Blue1 reserves the right to change these terms of use and notices at any time without notice.

Copyright and trademarks

The contents of the Blue1 website are protected by Finnish and international copyright acts and treaties. All reproduction or distribution of any material on any Blue1 website, including but not limited to, text, photographs, movies, music and computer programs is strictly prohibited, unless explicitly stated otherwise. Blue1 reserve any rights not expressly granted herein.

The Blue1 trade name and logotype and all related trademarks, product or service names and slogans are the property of Blue1 and may not be used in any way without the prior written approval by Blue1. Your access to this website shall not be construed as granting any license or right to use any trademarks or names appearing on the website without the prior written consent of Blue1 or the applicable third party owner thereof.

Links

Blue1 may offer links through its website to third-party websites. As Blue1 cannot control these websites, Blue1 is not responsible for access to such third-party sites or for their content, advertising, products or other material made available through them. Blue1 has no liability, direct or indirect, for any damage or loss caused by the use of or in reliance on or in conjunction with such content, products or service provided on such third-party website or made available through such sites. The user is responsible for reading and complying with the terms of use and other terms posted on such third-party websites.

Material submitted

You warrant and represent that: (a) material submitted by you to Blue1 will not contain anything that is unlawful, infringing, inappropriate or otherwise unfit for publication; (b) you will use reasonable efforts before submitting any material to Blue1 to ensure that such material is free from viruses or other contaminating or destructive features; (c) you own or otherwise control all of the rights to the material you provide to Blue1 and Blue1 may use, modify and distribute the material free of charge, and that (d) you agree not to take action against Blue1 in relation to any material that you submit and you agree to indemnify and hold Blue1 harmless from any third-party claim in relation to the material you submit.

No Representations or warranties

YOU SPECIFILALLY ACKNOWLEDGE AND AGREE THAT a. THE RISK ARISING OUT OF UTILISING THE SERVICE REMAINS WITH YOU, THE SERVICE IS PROVIDED “AS

IS” AND THAT BLUE 1 EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES; b. BLUE1 MAKE NO WARRANTIES THAT (i) THE SERVICE CORRESPONDS TO YOUR EXPECTATIONS; (ii) THE WEBSITE IS ACCESSIBLE UNINTERRUPTEDLY OR IN A TIMELY, RELIABLY AND ERROR-FREE MANNER; (iii) THE RESULT FROM THE USE OF THE WEBSITE IS CORRECT AND RELIABLE; (iv) THE QUALITY OF THE PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR RECEIVED THROUGH THE WEBSITE CORRESPONDS TO YOUR EXPECTATIONS; c. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RELATING TO YOUR DATA SYSTEM OR FOR ANY LOSS OF DATA CAUSED BY DOWNLOADING CONTENT FROM THE SERVICE; d. NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, RECEIVED FROM BLUE 1 OR THROUGH THE SERVICE CONSTITUTES ANY GUARANTEE NOT SPECIFICALLY EXPRESSED HEREIN

THE ABOVE WILL NOT LIMIT YOUR STATUTORY RIGHTS.

Limitation of liability

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL BLUE1 BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES, INCLUDING DELAY, DAMAGES CAUSED BY UNUSED OPPORTUNITY TO USE THE WEBSITE, LOSS OF PROFITS, GOODWILL, LICENSES OR DATA OR OTHER FINANCIAL LOSS ARISING OUT OF (i) THE USE OF THE WEBSITE OR INABILITY TO USE THE WEBSITE; (ii) COSTS ARISEN FROM ACQUIRING A REPLACEMENT FOR ANY PRODUCT OR SERVICE THAT IS BASED ON ANY ITEM, DATA, INFORMATION OR SERVICE PURCHASED THROUGH THE WEBSITE, FROM ANY MESSAGE RECEIVED THROUGH THE WEBSITE OR ANY TRANSACTION MADE BY MEANS OF THE WEBSITE; (iii) UNLAWFUL ACCESS TO OR MODIFICATIONS OF DATA TRANSMISSIONS; OR (iv) ANY OTHER CIRCUMSTANCES RELATED TO THE WEBSITE.

Applicable law and jurisdiction

The laws of Finland shall govern these terms of use and notices and your relationship with Blue1. Finnish courts, either the District Court of Helsinki or the district court of your domicile, shall settle any dispute arising hereof.