

THE SERVICE

The offered service consists of the following functional entities:

- Idactor website (<https://www.idactor.com>)
- Idactor Online Store (<https://shop.idactor.com>)
- Idactor Management Portal (<https://portal.idactor.com>)
- Idactor Client Portal (<https://portal.idactor.com/clients/>)
- Idactor REST API (Application Programming Interface)
- Customer Identifiers, e.g.
 - Digital Identifier with QR- and/or barcode
 - Physical Media (NFC card, -sticker, -bracelet, key-fob)
 - Fingerprints, Facial Recognition
- Idactor IAM -devices

Digital Customer Identifiers

Idactor Service provides a functionality to create unique, personalized customer identifiers that are visually based on the customer company's logo or other graphical design (template) and include selected customer profile data, status information of the offered services and/or other textual information. The Identifier can also contain a unique customer identification number as a clear text or encoded in QR- and/or barcode as optical identifier (typically in Code 128 -format).

Customer Identifiers are managed through the Idactor Service Portal and can be delivered to the customers in the following ways:

- a) SMS message. The message contains a link pointing to a unique Idactor web-service URL that is accessible with any commonly used Internet Browser
- b) As an e-mail attachment and link to the online identifier
- c) Through the Idactor REST API

The Digital Identifiers can be sent to the recipients manually on request using the Idactor Management and Client Portal, or sending can be automated based on the pre-defined triggers when using Idactor REST API. Idactor is not responsible for any failed identifier delivery that is caused by misconfiguration or any other reason.

The optical code provides possibility to read the Customer Identifiers with the designated barcode reader and verify identifier validity programmatically using Idactor Web-service. Web-service provides possibility to configure and activate different types of services for the customers and reading & submitting the identifier information can be used to change the status of the service and activate other related activities, in example reducing balance, registering the service use and unlock doors or gates.

Physical Customer Identifiers

Customer Companies can also use physical identification media (NFC cards, stickers, etc.) independently or parallel with the digital identifiers. The physical customer media can be ordered from any external supplier or directly from the Idactor. To ensure compatibility with Idactor software, the physical identifiers must be compliant with Idactor specification for the physical media. If physical media is ordered from the Idactor, the typical, not guaranteed, delivery time is 4-6 weeks starting from the time of the payment. The order is invoiced in advance and the supplier's liability is limited to the paid amount of the order, excluding all consequential or indirect losses. Faulty items will be replaced on best effort basis. The delivered physical media is property of the Customer Company, and the supplier reserves no rights and carries no responsibility how and for what purpose the delivered goods are being used. By default, the use of delivered identification media is not restricted to be used only by the Customer Company and identifier media can be used in all Idactor Customer Companies.

Client Devices

Idactor Service is accessible with the following software/hardware:

- a) Internet Browser (recommended Firefox & Chrome)
- b) Smartphone, equipped with a regular Internet Browser and camera
- c) Idactor REST API
- d) Idactor IAM device

Internet Browsers can operate in any operating system, including Windows, Android, Linux, MacOS and in any commonly used hardware, including PC, MAC, tablet, or a smart phone.

The Client Device may have in-built reader for optical codes and/or for NFC media. The Client Device may also use an external reader attached via USB interface. The Customer Company can use their own existing devices, if compatibility is confirmed by Idactor, or order necessary devices from Idactor. All purchased devices are property of the Customer Company and with the warranty and terms provided by the device vendor/supplier. Idactor has no liability for the non-functional devices or any damages (direct or indirect) caused by the faulty devices.

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Internet Connection

Using the Idactor Web-services requires properly working internet connection. The Customer Company is responsible for providing the adequate level of quality for the internet connection (e.g., Ethernet, WiFi, Mobile broadband, or similar). The Customer Company is responsible for acquiring necessary equipment for the proper internet connection, including hardware components like, cabling, switches, routers, SIM cards, etc. Idactor may evaluate the quality, speed, and stability of the provided internet connection as part of the support process and may require the Customer Company to make changes to ensure proper use of the system.

Limited Liability for the offered service

All functionalities of the Idactor system are provided as is basis and without any guarantee or warranty. The system is available for Customer Companies from any time and from any location, except during scheduled maintenance breaks. Idactor is not responsible for direct or indirect losses or costs caused by any service breaks or loss of data. In case the service break continues for exceptionally long time, then Customer Company may request compensation for the in-advance paid service fees. In any case the compensation may not exceed the amount of paid service fees of the corresponding to the time of the downgraded service.

Customer Registry

Idactor (Idactor OÜ, registered in address in Harju maakond, Tallinn, Kesklinna linnaosa, Narva mnt 5, 10117, Estonia) processes (the processor) Customers' personal data on behalf of the Customer Company (the Controller) to provide functionalities and services described in this document or otherwise agreed between the contracting parties. All customers' profile information and data is collected, processed and stored in the redundant & secured environment inside of the European Union (or in the region where Customer Company is registered) and no data is transferred to external parties without written consent from the customer or direct order from the legal authority.

The Customer Company (the Controller) is responsible for having legal rights to store and process customer data. The Customer Company is responsible for informing its own customers about the purpose of collecting and maintaining the customer registry, and to get sufficient permissions from the customers for the data handling (opt-in). As the processor of the customer registry, Idactor provides possibility to see all stored customer information, agrees to process requests to change incorrect customer information and to delete customer information from the customer registry, according to the legal requirements storing the customer data for set period. Each Customer Company has access only to their own customer data. Customer Companies may agree to share their customer registry data, in example for the shared marketing activity, but only with consent from the customers. Customer Company may not transfer or share the stored customer data to any 3rd party system, unless agreed otherwise with Idactor (the Processor).

Membership Points and Levels

Idactor system provides functionalities for customer loyalty purposes, including assigning customer points based on purchases and assigning customers to different membership levels. Idactor will not invoice given or used points from the Customer Companies but only maintains the up-to-date point balance. The system also provides possibility to use collected customer points as part of the payment registration. It is Customer Company's responsibility to ensure that right number of points is given to the customers and used as part of the payments. Idactor has no direct or indirect responsibility in case customer point information is incorrect, points are given or used incorrectly, or if there is any misuse or fraud regarding the customer points or levels. Customer Company is responsible of confirming customer's identity and legal rights to collect and consume points. By default, one point corresponds one cent and remains valid for two (2) years after submission. Expired customer points are automatically invalidated without any warning or announcement. Customer Company can define the names and validation criteria for the membership levels, set the point multiplier for different levels, set the default expiration time for the collected points and define the identifiers used for different membership levels.

Idactor Online Store

Idactor offers possibility for the Customer Company to sell (or collect payments) services and products in Idactor Online Store. The Idactor Online store provides different payment methods for the customers to make their payments. The available payment methods in the Idactor Online Store may change without prior notice. By the default, all customer payments will be first settled to the Idactor online store account. Idactor shall then deduct the shipping charges, service charges and payment media commissions from the amount of the order and pay the remaining amount to the Customer Company's account according to the agreed payment schedule. In case the Customer Company handles the shipment of the products directly (if applicable), no shipping charges will be applied. In the event any order is reversed or returned by the Customer for any reason, the Customer Company will take care of such cases directly without involvement of Idactor and no charges, including shipping, service and payment media commissions, will be reimbursed by Idactor.

The Customer Company agrees to include all the applicable taxes or other similar payments (including VAT) arising out of the sales transaction of the product or service through the online store. The taxes must be defined correctly when products and services are published to the Online Store and is solely Customer Company's responsibility.

The Customer Company will upload the product and services to the Idactor Online Store through the interface provided by Idactor, including a product/service description, images, delivery details, price, and such other details.

The Customer Company shall ensure not to upload any description/image/text/graphic that is unlawful, illegal, objectionable, obscene, vulgar, opposed to public policy, prohibited or is in violation of intellectual property rights including but not limited to trademark and copyright of any third party. The Customer Company shall provide full, correct, accurate and true description of the product and/or service to enable the customers to make an informed decision.

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Customer Company shall be solely responsible for the quality, quantity, merchantability, guarantee, warranties in respect of the offered products and services. On receipt of the approved order, Customer Company shall dispatch / deliver the products within a period not exceeding 72 hours or as clearly specified in the product description.

In the event the products/services are not accepted by the Customer due to any wrong / damaged products dispatched, then the same product/service shall be replaced by the Customer Company at no extra cost to the aggrieved customer. The Customer Company shall dispatch the products of same description, quality and quantity and price as are described and displayed on the Online Store and for which the Customer has placed the order. The Customer Company shall not offer any products/services in the Online Store, which are prohibited to sell, dangerous, against the public policy, banned, unlawful, illegal, or prohibited by laws. The Customer Company shall ensure that they own all the legal rights to sell the products/services that are published to the Online Store. The Customer Company shall be solely responsible for any dispute that may be raised by the customer relating to the goods, merchandise and services published to the Online Store. The Customer Company shall always during the pendency of this agreement endeavor to protect and promote the interests of the Idactor and ensure that third parties rights including intellectual property rights are not infringed. The Customer Company shall always be responsible for compliance of all applicable laws and regulations.

USE OF TRADE NAMES, TRADEMARKS AND LOGOS

Both parties shall have right to use trade names, trademarks, and logos of the counter party on their website and for marketing purposes. Such use must be in accordance with good business practice and in manner to promote the reputation and goodwill.

TERM OF CONTRACT

The contract is valid for one(1) year. After that, the contract will continue with three-month notice period for termination. Confidentiality obligation will survive through any termination of the agreement. Confidentiality period is five (5) years.

TERMINATION OF CONTRACT

Either Party may terminate this Agreement if the other Party: (i) fails to cure any material breach of this Agreement within seven (7) days after written notice of such breach; (ii) ceases operation without a successor; (iii) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such Party (and not dismissed within thirty (30) days). Termination is not an exclusive remedy and the exercise by either Party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise. Termination of this Agreement by any means or for any reason shall not relieve the Parties from any obligations accruing prior to the effective date of termination.

END OF SERVICE

The Customer Company's access rights to the Idactor Online Service will be terminated when contract ends. All stored customer data will be kept in the system for the time set by the lawful authorities and will be then deleted automatically. The Delivered physical Customer Identifiers will not be affected by the end of service. Customer Companies can retrieve the stored customer data to the external output files, e.g., in Excel or CSV format within 30 days after termination.

OTHER TERMS

- The Customer Company must inform, without any delay, Idactor about any major changes in the corporation, including, but not limited to bankruptcy, change of major ownership, delays with agreed payments.
- Each party acknowledges and agrees that all intellectual property rights (including, without limitation, all patent rights, design rights, copyrights, trade secret rights, trademarks, service marks, related goodwill, and confidential and proprietary information), whether registered or unregistered, in all material owned or administrated by the other Party prior to the commencement of this Agreement, shall remain vested in the Party who has proprietary legal right pertaining to it. This Agreement does not transfer any intellectual property rights from one Party to another Party.
- In no event, whether as a result of breach of contract, warranty, tort, (including negligence and strict liability) or otherwise, will the Parties be liable for any indirect damage or special, consequential, incidental, or business interruption damages including, but not limited to, loss of profits or revenues, loss of use of the Solution or any associated equipment, damage to associated equipment, or claims of other Party's customer except in cases of intentional misconduct of gross negligence.
- Idactor will not guarantee uninterrupted availability of the service and has right to stop offering the service when it is needed for maintenance or event of any unexpected reason.
- Idactor has right to transfer this contract to new party in case of change of ownership of Idactor Ltd. In any other case this contract can't be transferred to 3rd party without written agreement from contracting parties.
- The Customer Company shall be responsible for using the system in compliance with regulatory and legal requirements.
- Idactor may change these terms of service when required by the laws and regulations.
- This Agreement shall be governed by and construed in accordance with the substantive laws of Finland.

DISPUTES AND ARBITRATION

- 1) All disputes between the contracting parties shall, as far as possible, be settled through negotiation.
- 2) If not settled, then disputes arising out of or in connection with the present contract shall be settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.
- 3) In case of arbitration fails, then case will be processed in the court of Helsinki, Finland.

The language of the arbitration and court shall be English.