

# Terms of Agreement

## 1. Scope of the Terms of Agreement

This Terms of Agreement document concerns advertising, selling and buying in www portals, games, brochures and other printed matter with regard to Terafox Kim Kollektor Games concept, later called TKKG.

### Agreement parties

Terafox Ltd., Loviisa, Finland, later called TFX. A client advertising or otherwise using the TKKG, later called Client, who has undersigned an order form or otherwise expressed his will to take part to the TKKG. This document applies to end users only where applicable.

The scope of these terms concerns all products produced by TFX under its Terafox Kim Kollektor Games concept of which the current Kim Kollektor Viking Treasures and the corresponding "In the Footsteps of the Vikings" portal constitute a sample.

## 2. Materials

All material: texts and pictures etc. shall be made and transferred in forms and formats according to currently existing instructions by TFX. All material will be sent back from TFX to the Client on the Client's cost, at the request of the Client.

Client must have all the necessary rights to all material that will be used in the TKKG. The Client assures that he does not violate the rights of a third party. If a third party presents against TFX a claim that the materials delivered by the Client infringe copyright or any other intellectual property right of the third party, the Client shall indemnify, defend and hold TFX harmless with respect to any and all liability, loss or damage in connection with any such claim and demands, judgments and settlements arising out of or relating to the claim.

When asked, the Client is obliged to announce the sources and original copyright owners of the material.

No part of the materials under TKKG, like in the game, in portals nor in any other media may be used by Client or any third party, ie. in any form or by any means – electronic, mechanical, photocopying or otherwise – unless a written permission by TFX has been given beforehand.

However, the orderer Client has the right to use TKKG materials in his own marketing related to TKKG. Then the source of the materials must be mentioned.

Client is responsible for the good functionality of his links and landing pages, as well as for the ethical contents of his materials displayed in TFX's portal, pages or printed matter.

TFX controls the contents of the client's materials from the viewpoint of their possible adverse effects and has the right not to accept any material.

Client's banners or ads displayed in TFX's portals, pages and printed matter must be of good quality. Client is obliged to follow TFX's instructions. This is also the best guarantee for a good enough visualization of the ad materials in the above named places.

TFX checks Client's all material based on his installation order. Even if the material is not suitable for publication, TFX will due to above points invoice the Client for the installation fee, as announced in an Order Form or in a Price List. TFX will install the suitable material in its place in a reasonable time. TFX decides on the most suitable lay-out choice, if the matter has not been agreed on separately.

### **3. Agreement and its ending**

Agreement between TFX and the Client enters into force when the order form is undersigned, sent to TFX and approved by TFX.

If no specific agreement is made, the following procedure will be used: After the first part of the year and the second full year, the Agreement continues one calendar year at a time unless the Client announces in written form – as per conventional mail or fax – his withdrawal from the Agreement at least one month before ending of the year.

If no specific agreement is made, the following procedure will be used: TFX will keep the TKKG service available as long as profitable, but TFX has the right to end the Agreement on any basis and any time. The fees of one-time services, like installations, are not refundable. If the Client has paid for a certain period of services, TFX's liability is restricted to the price of the TKKG service, that has not yet been fulfilled.

When the Agreement ends, Client's material will be deleted or sent at Client's cost to an address given by the Client in one month after ending of the Agreement.

### **4. Responsibilities and duties of TFX**

Client's digital material will be maintained in TFX's servers with care. TFX will carefully hold also other material owned by the Client. TFX doesn't, however, bear the consequences of the loss or change of material caused by a third party. TFX is not responsible for any damages caused by a third party. TFX will not be responsible for any damage or loss, direct or consequential, caused to the Client, in any circumstances. TFX's liability for damages is restricted to the price of the TKKG service paid by the Client.

### **5. Force majeure conditions**

Force majeure frees both parties of this agreement from liability or obligation when an extra-ordinary event or circumstance beyond the control of the parties, such as a war, strike, riot, crime, or an event (described by the legal term as flooding, earthquake, or volcanic eruption) prevents one or both parties from fulfilling their obligations under this agreement. However, force majeure is not intended to excuse negligence or other malfeasance of a party, as where non-performance is caused by the usual and natural consequences of external forces (for example, predicted rain stops an outdoor event), or where the intervening circumstances are specifically contemplated.

### **6. Rights to changes of this agreement**

TFX reserves the right to change prices and these Terms of Agreement. The Client has the right to terminate this agreement in one month time from a proper announcement of the changed prices or changed Terms of Agreement to the Client. The Client is not entitled to any refunding in case of terminating the Agreement.

### **7. Invoicing and payments**

Payment time is in rule two weeks. Payment after due date is subject to a delay interest at the rate of 16 per cent. The Finnish VAT is added to the prices. A regular surcharge on reminders of unpaid bills will be added to reminders, at least 5 euros per reminder.

### **8. Governing law and settlement of disputes**

To this Agreement and possible disputes will Finnish Law be applicable. If disputes are not solved through negotiations between the Agreement parties, all disputes will be settled by the Local Court in Loviisa, Finland.