



# Mapita General Terms And Conditions and Terms for Data Processing

## Maptionnaire - Community Engagement Platform

The service MAPTIONNAIRE - Community Engagement Platform (the “Service”) is a modular online platform with map-based engagement at its core. The Service enables the creation of community engagement activities, systematic and comprehensive data collection, analysis and reporting of data and activities. The main module includes map-based questionnaires, polls, voting tools, surveys, picture-based surveys, and more conventional survey elements, as well as analysis tools and data management functionalities.

Maptionnaire offers a complete engagement process under one platform. Other modules include: Automated PDF creator, Real-time feedback map, Gamified decision making, 3D Collaborate, Reporting dashboard, and Website builder.

Additionally the Service consists of an interface for survey respondents through which they can register accounts and review, manage and track their input to surveys (“End User Access”). The End User Platform is provided subject to the separate terms of use (aimed at survey respondents).

The Service is made available by Mapita Oy (Business ID: 2399273-5, address: Fredrikinkatu 55 A 2, 00100 Helsinki, Finland) (“Mapita”).

## About these Terms

These Terms set out the terms and conditions under which Mapita provides a subscription to the Service to the Customer.

*Section 5 of these Terms sets out the terms for the processing of personal data by Mapita in accordance with the requirements of the EU General Data Protection Regulation 2016/679 (GDPR).*

*Section 11 sets out certain additional provisions only applicable to private individuals using the Service in the role of Customers.*

Unless explicitly agreed otherwise in writing between the Customer and Mapita, the registration, subscription and use of the Service by Customer will be governed by these General Terms and Conditions (the “Terms”).

Please note that Mapita may also under a separate agreement, provide consulting services to Customer, but these are not “Services” for the purpose of the Terms.

You are expected to have read these Terms with due care. By finalizing the subscription to the Service, you accept this agreement in their entirety as part of the subscription procedure. By clicking the box referring to these in the Service, a binding contract (“Agreement”) is formed between Customer and Mapita to which the terms set forth herein are applied.

The Agreement is applicable as of the earlier of the following dates: i) the date the Maptionnaire Service Agreement has been approved by both Mapita, and Customer (“Customer”, “you”); or ii) the date on which you first registered to the Service or otherwise used the Service (the “Effective Date”). Mapita and Customer are sometimes referred to herein separately as a “Party” and together as the “Parties”.

In case you are representing a company, entity (public or private) or association, you hereby warrant that you have the necessary authority to conclude this Agreement on behalf of such company, entity or association. In case you are a private individual using the Service as a Customer, the additional terms set out in section 11 below shall apply to your subscription to the Service.

## 1. Pricing, Invoicing, And Term Of Payment

Unless otherwise agreed in writing, the service fee is based on Mapita’s price list then in force and as amended from time to time (“Service Fee”). Pricing for possible additional services or additional features provided by Mapita shall be agreed on separately in writing and are not included in the Service for which the Service Fee is paid. All prices shall be exclusive of taxes, duties, insurance, tariffs or similar charges.

Mapita retains the right to make adjustments to its pricing or pricing model. Unless agreed otherwise, standard price adjustments shall however not be made more frequently than once per calendar year and shall constitute a maximum price increase of 5% of the then-current prices. Mapita will notify Customer of such adjustments at least sixty (60) days in advance.

Unless agreed otherwise in writing by Mapita and Customer, the Service Fee shall be billed on a yearly or monthly basis or charged directly from the credit card as provided by Customer. All invoices from Mapita, or from its agent on behalf of Mapita, to Customer are due fourteen (14) days net from the date of the invoice, but the first invoice shall be due in any event prior to the date when Customer starts using the Service. Any sums past due are subject to a late payment interest of nine (9) percent per annum.

## 2. Use Of The Service

The functionalities of the Service are set out in the service descriptions included in the Service. The Service becomes available to Customer through subscription or registration to the Service and after the payment of the applicable Service Fee valid at the time of the subscription. The Service Fee is displayed before the subscription to the Service.

Mapita grants Customer a non-exclusive, non-transferrable, limited, revocable, non-sublicensable right for the Term to use the Service as set out in this Agreement.

In most cases Mapita grants Customer one primary user ID ("Primary User") for use only as set forth in these Terms. A Primary User has the right to grant subsequent user rights to other individuals within the Customer organization, based on the amount of individual User accounts designated to Customer under their subscription.

Unless agreed otherwise, Customer shall only have the right to grant access to the Service to Users within the Customers own organization, such as employees, enrolled students, or directors of Customer or individuals with a corresponding direct affiliation with Customer. Provision of access to the Service to a person unaffiliated with Customer is a material breach of this Agreement, unless such grant of access has been agreed upon in advance

A User needs to register through the Service and provide the information requested by Mapita in order to be able to use the Service.

Customer is responsible and liable for the use of the Service by Users, or under their User accounts. The Users shall keep their username and password confidential and not disclose them to any other person. Customer shall immediately notify Mapita if it detects or suspects any wrongdoing by a User or that a User's account has been compromised.

The Customer shall remove and manage the User access rights to the Service when necessary, such as in case of termination of employment of an User.

Mapita has the right to close or suspend Customer's, or a User's, account, if Mapita reasonably believes that Customer, or a User, has breached this Agreement, applicable

law or regulations, or otherwise acted in a way that harms Mapita, its agents or the Service.

The Service may be used to create or generate certain analyses and reports. Mapita is not liable for any deficiencies or inaccuracies in the analyses generated by the Service or the usability of such analyses and reports. The use and exploitation of any analyses or reports is the sole responsibility of Customer.

Customer may not: (a) circumvent or attempt to circumvent any usage control features of the Service; (b) probe, scan or test the vulnerability of the Service; or (c) disrupt other users of the Service or use the Service for phishing or spamming.

### 3. Customer Content and Integrations

Customer may upload or otherwise provide (including via integrations to external third party services/ or platforms) certain content to the Service, for example text, customer-provided map materials, audiovisual content, survey questions and other forms of customer-provided content ("Customer Content").

Customer acknowledges and agrees that Customer shall be solely responsible for all Customer Content uploaded, posted, emailed, integrated, transmitted, or otherwise disseminated using, or in connection with, the Service.

Customer represents and warrants to Mapita that it is fully authorized to publish and/or submit to Service the entire contents and subject matter of all Customer Content, and that all such Customer Content will comply with all applicable laws and regulations and does not infringe any intellectual property rights of third parties. Customer agrees to indemnify and hold harmless Mapita and its affiliates, and their respective officers, agents and employees, from and against any and all damages, losses, liabilities and expenses (including reasonable attorneys' fees) suffered or incurred by reason of any claims, proceedings or suits based on or arising out the contents or subject matter of Customer Content, including without limitation claims for defamation, violation of rights of publicity and/or privacy, copyright infringement, and trademark infringement.

Mapita has the right to remove from the Service any Customer Content that it reasonably believes to be: i) infringing third party rights, ii) illegal, or iii) harmful for the Service or third parties.

Where the Customer integrates the Service with external third party services or platforms of Customers choice (e.g. Google Maps), Customer specifically warrants that Customer has the right to perform such integration. For the avoidance of doubt, Mapita shall in no case become party to any service subscription agreement or bound to any third party terms with such external third party service provider.

Mapita is further not responsible for the technical functionality, security or compatibility of such integrated third party services or platforms, nor for any data collection or processing performed by Customer via such external service or platform.

Customer remains solely liable for any contractual liabilities or obligations set out for the use of such platform or service.

## 4. Reference Right

Subject to Customer's review and prior written consent and except for the cases where Customer is a private individual, Mapita shall have the right to refer to the co-operation with Customer in its marketing materials or publications, whether in print, on the Internet, or other medium, mentioning both Mapita and Customer and the extent of the cooperation.

Mapita shall however have the right to, without prior written consent, state to other companies, individuals, industry professionals and potential customers that Customer is or has been co-operating with Mapita.

## 5. Personal Data

Each Party will comply with all applicable laws relating to privacy and the processing of Personal Data (the "Data Protection Laws").

**Customer as data controller:** The Customer is regarded as a data controller in regard to any data relating to an identified or identifiable natural person ("Personal Data") that is included in the survey response data collected by the Customer.

In respect of such Personal Data of Customer, Mapita acts as a data processor as defined in the EU General Data Protection Regulation (GDPR). For such data processing, the following provisions shall apply, unless a separate data processing agreement has been entered into between the Parties.

The Parties acknowledge and agree that:

- i. Mapita may have access to Personal Data and will:
  - (a) process the personal data only for the purpose of providing the Service and possible other services to Customer, and to the extent and for the duration necessary for providing the Service;
  - (b) process it only in accordance with these Terms and Customer's lawful instructions, which shall be commercially reasonable; and
  - (c) take appropriate technical and organizational measures to prevent unauthorized or unlawful processing, accidental loss, destruction or damage to Personal Data;
  - (d) ensure that Mapita's personnel authorized to process the personal data have committed themselves to confidentiality;
  - (e) reasonably and when possible, taking into account the nature and scope of processing, assist Customer in fulfilling Customer's obligation to respond to requests relating to data subjects' statutory rights;

- (f) reasonably and when possible, taking into account the nature and scope of processing, assist Customer in ensuring compliance with Customer's obligations to perform security and data protection assessments, security incident notifications and/or prior consultations of the competent supervisory authority;
  - (g) within a reasonable time after the termination of the Customer subscription, delete all Customer's Personal Data from its systems;
  - (h) inform Customer in writing of any Personal Data breach without undue delay after having become aware of such breach, with the content of such written notification conforming to the criteria set out in GDPR Article 33
- ii. Customers Personal Data shall be processed within the EU/EEA area. Mapita shall not process or transfer the Personal Data of Customers outside of the European Economic area unless permitted by Customer. Where such international transfers take place, Mapita shall ensure secure international transfers either via the use of EU standard model clauses or other appropriate safeguards; and
- iii. Customer is the data controller and retains full responsibility for the Personal Data processed on its behalf by Mapita and for the legal obligations set out for a data controller in Data Protection Laws.

Customer acknowledges that Mapita uses subcontractors and sub-processors for providing the Service and for carrying out their other obligations under this Agreement. This includes the use of sub-processors for the processing of Customers personal data. Customer hereby grants a general authorization to Mapita to freely use, select and make changes to such subcontractors and sub-processors.

When using sub-processors, Mapita shall seek to ensure that their agreements with such sub-processors include data protection provisions substantially corresponding to those contained herein. Mapita shall inform Customers about any planned changes to sub-processors. Where Customer presents valid grounds as an objection to such change, Customer shall have the right to terminate this Agreement in accordance with section 9 (Term and Termination).

**Mapita as data controller** In addition to processing data on behalf of Customer as a data processor, Mapita also processes certain Personal Data for its own purposes as a data controller. Such data includes the Personal Data relating to the identity and account information of the survey respondents, which are submitted if the respondent creates their own Maptionnaire account via the the End User Platform. More information regarding this processing can be found under the privacy policies linked below.

Mapita's Privacy Policy for Customers is available at [mpt.link/privacy](https://mpt.link/privacy).

Mapita's Privacy Policy for registered survey respondents is available at [mpt.link/respondent-privacy](https://mpt.link/respondent-privacy).

## 6. Intellectual Property Rights

Any intellectual property rights on a worldwide basis, including, without limitation, patentable inventions (whether or not applied for), patents, patent rights, copyrights, work of authorship, moral rights, database rights, trademarks, service marks, trade names, trade dress, trade secrets and all applications and registrations of all of the foregoing resulting from, or relating to, the performance of the Service that are conceived, developed, discovered or reduced to practice by Mapita (the “Intellectual Property Rights”), shall be the exclusive property of Mapita. Specifically, Mapita shall exclusively own all rights, title and interest (including, without limitation, all Intellectual Property Rights throughout the world) in and to the Service and any and all inventions, works of authorship, layouts, know-how, ideas or information discovered, developed, made, conceived or reduced to practice, by Mapita, in the course of the performance of the Service. Notwithstanding any provision to the contrary in Section 6, the provisions of this Section 6 do not apply to the Personal Data.

Notwithstanding the foregoing, Customer owns any and all rights to Customer Content, including the response data and any data or information produced, compiled, created or otherwise prepared by Customer, including such data prepared in collaboration with Mapita.

Unless otherwise agreed in writing between the Parties, Customer hereby grants to Mapita without separate consideration, a non-exclusive, worldwide and perpetual right to use Customer survey questions and the aggregated anonymized response data in its business operations.

In the event that Customer has not paid the Service Fee, or any other amount due to Mapita, Mapita shall have the right, until such amounts and late interest has been fully paid, without affecting its other rights and remedies, to restrict Customer’s access to the Service and any Customer Content, including response data held by Mapita in the Service.

## 7. Limited Warranty

ALL SERVICES ARE PROVIDED “AS IS”, “AS AVAILABLE”, AND “WITH ALL FAULTS” AND WITHOUT ANY WARRANTY. CUSTOMER UNDERSTANDS AND AGREES THAT MAPITA’S SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” MAPITA, ITS AFFILIATES, AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. MAPITA MAKES NO WARRANTY OR REPRESENTATION REGARDING ANY INFORMATION, MATERIALS, GOODS OR SERVICES OBTAINED THROUGH MAPITA’S SERVICE REPRESENTATIVES OR WEBSITES, OR THAT THE SERVICES WILL MEET ANY OF CUSTOMER’S REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. USE OF SERVICES IS AT

CUSTOMER'S SOLE RISK. MAPITA IS NOT LIABLE FOR ACTS OR OMISSIONS OF OTHER SERVICE PROVIDERS, FOR INFORMATION OR CONTENT OF COMMUNICATIONS, THIRD PARTY SERVICES, EQUIPMENT FAILURE OR MODIFICATION, OR CAUSES BEYOND MAPITA'S REASONABLE CONTROL.

## 8. Limitation Of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WHATSOEVER SHALL EITHER MAPITA OR ITS AFFILIATES, OR THEIR RESPECTIVE EMPLOYEES, OFFICERS, SHAREHOLDERS, AGENTS, LICENSORS OR REPRESENTATIVES, NOR CUSTOMER OR ITS AFFILIATES, OR THEIR RESPECTIVE EMPLOYEES, OFFICERS, SHAREHOLDERS, AGENTS, LICENSORS OR REPRESENTATIVES, BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR ANY LOSS OF PROFITS OR REVENUE, INCLUDING BUT NOT LIMITED TO LOSS OF SALES, DATA, PROFIT, REVENUE, GOODWILL, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR UNAUTHORIZED ACCESS TO INFORMATION AND THE LIKE, EVEN IF EITHER PARTY OR AN AFFILIATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER PARTY FOR AN AMOUNT IN EXCESS OF THE TOTAL MONETARY AMOUNT ACTUALLY RECEIVED BY MAPITA FROM CUSTOMER FOR THE SERVICES IN THE THREE (3) MONTHS PRECEDING THE EVENT WHICH GAVE RISE TO THE CLAIM.

## 9. Term And Termination

Unless the Parties agree otherwise in writing, the performance of the Service shall commence on the date of the subscription or as set out in Customer's order confirmation from Mapita.

Depending on the initial choice of Customer, the subscription term ("Subscription Term") can be:

- a) Continuous subscription (subscription is valid for 12 months at a time and is subject to consecutive automatic annual renewals for a subscription term of the same length, unless terminated by either party as specified below.
- b) Set term 12-month subscription (no automatic renewal)
- c) Set term project subscriptions (duration agreed separately, no automatic renewal)

In case of a Set-term subscriptions, the subscription shall be terminated automatically upon the completion of the Subscription Term paid for by Customer.



Continuous subscriptions may be terminated by either Party by giving the other Party a written notice of termination at least 2 months prior to the end of the relevant Subscription Term. If Customer is a consumer, the mutual termination notice time in these cases is 1 month.

Notices of termination must be made by Customer in via email to the following address: [support@maptionnaire.com](mailto:support@maptionnaire.com).

Either Party may terminate the obligations as to any affected Service effective immediately upon written notice to the other Party if the performance of such Service (in all material respects as required hereunder) would require such Party to violate any applicable laws, rules or regulations.

Either Party may terminate the Service with immediate effect with a written notice if: (i) the other Party files a petition for bankruptcy or is adjudicated as bankrupt; (ii) a petition in bankruptcy is filed against the other Party and such petition is not removed or resolved within thirty calendar days; (iii) the other Party makes an assignment for the benefit of its creditors or an arrangement for its creditors pursuant to bankruptcy law; (iv) the other Party discontinues its business; (v) a receiver is appointed over all or substantially all of the other Party's assets or business; (vi) the other Party is dissolved or liquidated; or (vi) any payment due by the other Party is late for a period of time exceeding 21 days.

## 10. Effect Of Termination

Other than as required by law, upon termination of the Service in accordance with this Agreement, Mapita shall have no further obligation to provide the terminated or any other Service and Customer shall have no obligation to pay any further Service Fees relating to such terminated Service; provided that, notwithstanding such termination, (i) Customer shall remain liable to Mapita for any amounts owed and payable in respect of Service provided prior to the effective date of the termination and (ii) the sections of this Agreement that have been specifically stated as surviving the termination of the Services or sections which would, by their nature, survive the termination of the Services, shall survive any such termination. Any termination of the obligations under this Agreement as to any Service or upon termination of this Agreement will not relieve a Party of any liability for breach hereof.

## 11. Additional Terms For Private Individuals acting as Customers

The terms set out in this section 11 shall be applied exclusively to such private individuals acting as Customers who can be considered as consumers. This section 11 shall prevail over any contradicting terms included in this Agreement.

### **(a) No right of withdrawal**

You hereby acknowledge and agree that there is no right of withdrawal regarding the Service as the provision of the Service shall be carried out electronically and has commenced before the end of the withdrawal period as set out in the Consumer Protection Act (38/1978) chapter 6, section 16.

### **(b) Liability**

The terms of this Agreement, including limitation of liability, do not limit Mapita's statutory liability for defects in the Service in relation to consumer customers or any liability that, by law, cannot be limited or restricted, or consumer customers' statutory remedies for defects under any applicable mandatory consumer protection laws.

### **(c) Dispute resolution**

Consumers are entitled to bring action in the court of first instance of their domicile. In case of disputes, consumers may also resort to the Consumer Complaints Board (kuluttajariita.fi) or the Online Dispute Resolution service provided by the European Commission (ec.europa.eu/odr).

## **12. Miscellaneous**

### **(a) Force Majeure**

For purposes of this Section 12 (a), a "Force Majeure Event" means an event beyond the control of a Party, which by its nature could not have been foreseen by such Party, or, if it could have been foreseen, was unavoidable and includes, without limitation, acts of God, storms, floods, riots, fires, cloud service provider performance failures and/or power outages, power outages, sabotage, civil commotion or civil unrest, interference by civil or military authorities, and acts of war (declared or undeclared). Continued performance of a Service may be suspended immediately to the extent caused by Force Majeure. The Party claiming suspension of a Service due to Force Majeure will give prompt notice to the other of the occurrence of the event giving rise to the suspension and of its nature and anticipated duration. The Parties shall cooperate with each other to find alternative means and methods for the provision of the suspended Service. Without limiting the generality of the foregoing, neither Party shall be under any liability for failure to fulfill any obligation under these Terms, so long as and to the extent to which the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances of Force Majeure.

### **(b) Entire Agreement**

This Agreement (including the Maptionnaire Service Agreement, and the other schedules constituting a part of this Agreement) constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all prior agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter hereof.

### **(c) Governing Law**

These Terms shall be construed in accordance with and shall be governed by the laws of Finland (without giving effect to the conflicts of laws provisions thereof).

#### **(d) Transfer of Rights**

Neither Party shall transfer any rights or obligations under this Agreement, without the prior written approval of the other Party. Notwithstanding the aforementioned, Mapita has a right to transfer such rights and obligations to any affiliate, or to a third party as a part of a sale or other transaction involving the business to which such rights and obligations relate.

#### **(e) Severability**

If any terms or other provision of this Agreement or the schedules hereto shall be determined by a court, administrative agency or arbitrator to be invalid, illegal or unenforceable, such invalidity or unenforceability shall not render the entire Agreement invalid. Rather, this Agreement shall be construed as if not containing the particular invalid, illegal or unenforceable provision, and all other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either Party. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereunder are fulfilled to the fullest extent permitted under applicable law.

#### **(f) Amendment and Modification**

Mapita has the right to amend the Terms from time to time, by notifying Customer of this by email or in the Service. In the event that Customer does not approve of the amendment to the Terms, Customer has the right to terminate the Service and this Agreement prior to the effective date of the amendment.

#### **(g) No Waiver; Remedies Cumulative**

No failure or delay on the part of either Party hereto in the exercise of any right hereunder shall impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty or agreement herein, nor shall any single or partial exercise of any such right preclude other or further exercise thereof or of any other right. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

#### **(h) Interpretation**

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of these Terms. When a reference is made in this to an Article or a Section, such reference shall be to an Article or Section of this Agreement unless otherwise indicated.

#### **(i) Survival of Terms**

Termination or expiration of this Agreement for any reason shall not release any party from any liabilities or obligations set forth in this Agreement which (a) the Parties have

expressly agreed shall survive any such termination or expiration, or (b) remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration.

#### **(j) Independent Contractors**

The relationship of Mapita and Customer is that of independent contractors, and nothing contained in this Agreement shall be construed to allow either Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever.

#### **(k) Resolution of Disputes**

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce.

The number of arbitrators shall be one. The seat of arbitration shall be Helsinki, Finland. The language to be used in the arbitral proceedings shall be English.

Nothing contained in these Terms shall deny either Party the right to seek injunctive or other equitable relief from a court of competent jurisdiction in the context of a bona fide emergency or prospective irreparable harm and such an action may be filed and maintained notwithstanding any ongoing arbitration proceeding.

#### **(l) Non-Solicitation**

Customer agrees that, during the Term and for a period of six (6) months thereafter, Customer will not solicit, engage, retain or employ, whether directly or indirectly, for any purpose, any current employee, contractor, owner or agent of Mapita.

#### **(m) Confidentiality**

Neither Party shall disclose to third parties any material or information received from the other Party and marked as confidential or which should be understood to be confidential, and shall not use such material or information for any other purposes than those stated herein.

The confidentiality obligation shall, however, not be applied to material and information (a) which is generally available or otherwise public; or (b) which the Party has received from a third party without any obligation of confidentiality; or (c) which was in the possession of the receiving Party prior to receipt of the same from the other Party without any obligation of confidentiality related thereto; or (d) which a Party has independently developed without using material or information received from the other Party.