

Junction Terms of Service

Introduction

These Terms of Service govern the use of the online services offered through <http://www.hackjunction.com>, <http://www.hackjunction.org>, <http://www.hackjunction.net>, <http://www.hackjunction.fi> and <http://www.junction.fi> websites as well as the Junction and JUNCTIONx events provided by Junction Oy and their local affiliates. By signing up on the websites above or by attending the events, you accept the terms of this Agreement in their entirety as part of the subscription procedure. By clicking the box referring to these Terms of Service in the Service or by accepting this Agreement as part of the sign up procedure of the Junction Services (e.g. by clicking "I agree"), a binding contract is formed between Customer and Junction Oy or its local affiliates to which the terms set forth herein are applied. Junction Oy reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Service, at any time. It is Customers responsibility to periodically check-up these Terms of Service for changes. Continued use of the Service by Customer following the posting of changes will imply that Customer accepts and agrees to the changes.

Definitions

As used in this Agreement, the following capitalized terms shall have the meaning set out below.

"Agreement" means these Junction Terms of Service, which Customer is entering into by signing up or otherwise using the Service provided by Junction Oy or its local affiliates.

"Customer" shall mean any entity or person having subscribed to the Service hereunder.

"Customer Data" shall mean all Customer's data that a Customer or another party acting on Customer's behalf generates in or submits to the Service.

"Intellectual Property Rights" shall mean copyrights and related rights (including database and catalogue rights and photography rights), patents, utility models, design rights, trademarks, tradenames, trade secrets, know-how and any other form of registered or unregistered intellectual property rights.

"Party" shall mean Customer or Junction or its local affiliates (jointly the **"Parties"**).

"Service" means the Junction Websites as well as the Junction and JUNCTIONx events provided by Junction Oy and their local affiliates under certain terms and conditions as set forth in this Agreement.

"Fees" shall mean the fees, if any, charged by Junction Oy or its local affiliates from time to time for Customer's use of the Service, as communicated on the Junction Websites.

"Junction Websites" means the websites of Junction Oy at <http://www.hackjunction.com>, <http://www.hackjunction.org>, <http://www.hackjunction.net>, <http://www.hackjunction.fi> and <http://www.junction.fi>

"Junction" shall mean Junction Oy (business ID: 2823785-1), address PL 1188, 00101 Helsinki, Finland.

Use of Service

Subject to the terms and conditions of this Agreement, Customer shall have the right to use the Service during the term of this Agreement.

Junction provides an online application platform, which allows Customer to apply to various hackathons created by Junction and its local affiliates, as further set out in this Agreement and in the service descriptions.

Customer shall give all the necessary information needed for the Service in the beginning of the application process. By submitting the application the Customer gives Junction the right to share your contact details, any information and images you provide to Junction's or its local affiliates' official partners and affiliates in accordance with Junction's privacy policy.

Customer's obligations and rights

When registering to the Service, Customer shall provide true, accurate and complete information as prompted by the registration form and update changes regarding such information when required.

In order to use the Service, Customer's are required to give certain information and certain consents for the use of Customer's account data and other Customer's Data included in third party applications and platforms, as set out in the Terms of Use.

By attending the Event(s), Customer consents to being filmed and/or photographed at the Event. Furthermore, Customer consents to any pictures which include you to be shared on official Junction media channels.

Please note that this Agreement only covers the Service and the use thereof and any and all linked third party services and platforms are provided by the relevant third parties and covered by their terms of

service or other agreement or license. Junction does not assume any liability in regard to use of such third party services and platforms, whether or not they are linked to the Service.

Use restrictions

Customer is not permitted and not entitled to do any of the following:

- copy, redistribute, reproduce, record, transfer, perform or display to the public, broadcast, or make available to the public any part of the Service or the content in the Services, or otherwise make any use of the Service or the content which is not expressly permitted under the Agreement or applicable law or which otherwise infringes the Intellectual Property Rights (such as copyright) in the Service or the content or any part of it or any other Intellectual Property Rights of third parties;
- use the Service and the Content available through the Service in any manner that could damage, disable, overburden or impair the Service or the content available through the Service;
- use any data mining, robots, scraping, or similar data gathering or extraction methods;
- sign up for an account on behalf of someone else;
- use, sell, rent, transfer, license or otherwise provide anybody with the Service and/or the content available through the Service, except as provided herein;
- interfere with other Customers' use and enjoyment of the Service;
- circumvent or try to circumvent any usage control or anti-copy functionalities of the Service;
- reverse engineer or decompile the Service or access the source code thereof, except as permitted by law;
- use the Service for transmitting any unauthorized advertising, promotional materials, junk mail, spam, chain letters, contests, pyramid schemes, or any other form of solicitation or mass messaging;
- use the Service in violation of applicable law;
- use the Service in ways that violate Intellectual Property Rights, business secrets or privacy of third parties;
- use the Service to transmit any material that contains adware, malware, spyware, software viruses, worms or any other computer code designed to interrupt, destroy, or limit the functionality of computer software or equipment.

Data Processing

Junction and its local affiliates might collect and process data, including personal data, in relation to Customer's use of the Service, such as contact details and identification data on Customer. To the extent Junction is considered as data controller for such personal data pursuant to the applicable laws, Junction informs data subjects regarding the processing practices in Junction's Privacy Policy and processes such personal data in accordance with its Privacy Policy in force from time to time. The Privacy Policy can be found on the Junction Websites.

Customer Data

Customer agrees that Junction does not assume any liability or responsibility in respect to any Customer Data and Customer shall at all times ensure that Customer Data does not infringe any rights of third parties or any applicable law. For clarity, Junction or its local affiliates are not responsible and shall not be held liable for any Customer Data, nor does it endorse any opinion contained in any Customer Data.

Customer grants Junction and its local affiliates a non-exclusive, transferable, sub-licensable, royalty-free, perpetual, irrevocable, fully paid, worldwide licence to use, reproduce, translate, modify, create derivative works from any Customer Content in connection with the Service, in order to provide the Service, through any medium, whether alone or in combination with other content or materials, in any manner and by any means, method or technology, whether now known or hereafter created.

Aside from the rights specifically granted herein, Customer retains ownership of all rights, including Intellectual Property Rights and Customer Data.

Junction shall have the right to generate anonymous user data and statistical data from Customer Data. Junction shall reserve all rights to such anonymised data.

Fees and Payment

Service Fees

The use of the Service offered on Junction Websites is free of charge. Junction and its local affiliates may set various prices for tickets to the Events.

Limited Warranty

Junction will make reasonable efforts to keep the Service operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. To the extent permissible under applicable law, Junction reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions

and features of the Service, with or without notice, all without liability to Customer, except where prohibited by law, for any interruption, modification, or discontinuation of the Service or any function or feature thereof.

Customer shall understand, agree, and accept that Junction has no obligation to maintain, support, upgrade, or update the Service, or to provide all or any specific content through the Service. This section will be enforced to the extent permissible by applicable law. Junction may, from time to time, remove any such Content without notice to the extent permitted by applicable law.

The Service is provided “as is” and “as available” without express or implied warranty or condition of any kind.

The Service may create or generate certain manuals, analyses, reports and comparisons related to the Events or to the Users and their background. Junction is not liable for any deficiencies or inaccuracies in any of the models, analyses, reports or comparisons generated by the Service or the usability of the same or the results thereof. The use and exploitation of any results or materials generated by the Service is the sole responsibility of Customer.

The content on the Service, including, but not limited to, the text, graphics, images, links, and other materials are for informational purposes only. Junction does not recommend or endorse any specific software or other information that may be mentioned on the website. Reliance on any information provided on the Service is solely at your own risk.

Limitation of liability

In no event shall Junction, its employees, its officers, its affiliates, its suppliers or other third parties mentioned in the Service be liable to Consumer for any damages, including without limitation special, indirect, or consequential damages (including, without limitation, damages for loss of profits, business interruption, or loss of information) arising out of the use, inability to use, or the results of use of this Service, any web sites linked to this site, or the materials, qualifications, opinions or recommendations contained at any or all such sites whether based on warranty, contract, quasi-contract, tort (including negligence) or any other legal theory and whether or not advised of the possibility of such damages.

Termination

This Agreement will continue to apply until terminated by either Customer or Junction.

Junction may terminate the Agreement or suspend Customer’s access to the Service at any time, including in the event of Customer’s actual or suspected unauthorised use of the Service and/or Content, or non-compliance with the Agreement.

Customer may terminate the Agreement at any time.

If Customer or Junction terminates the Agreement, or if Junction suspends Customer’s access to the Service, Customer agrees that Junction shall have no liability or responsibility towards Customer and Junction will not refund any amounts that Customer has already paid, to the fullest extent permitted under applicable law.

All provisions of the Agreement that are intended to survive the termination or expiry of the Agreement shall do so.

Entire Agreement

This Agreement supersedes all prior agreements, arrangements, and understandings between the Parties relating to the subject matter hereof, and constitutes the entire agreement between the Parties relating to the subject matter hereof.

Severance

If any provision of this Agreement is declared by any judicial or other competent authority to be void, illegal or otherwise unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

Assignment

Junction shall be entitled to assign all or any of its rights or obligations hereunder in whole or part to an affiliate or successor or to a purchaser or acquirer of its business assets without Customer’s prior consent.

Customer shall not be entitled to assign any of its rights or obligations hereunder in whole or part without prior written acceptance given by Junction.

Applicable law and dispute resolution

This Agreement shall be governed by and shall be construed in accordance with the laws of Finland. Disputes arising from this Agreement shall be resolved by the district court of Helsinki or the Customer’s domicile.

As a Finnish consumer, you may always refer a dispute to the Finnish Consumer Disputes Board (please see kuluttajariita.fi and kuluttajaneuvonta.fi for instructions) or utilize online dispute resolution provided by the European Commission (ec.europa.eu/odr).