

## Terms & conditions for Rewheel research PRO reports license

Valid from 25<sup>th</sup> September 2017.

### IMPORTANT for DFMonitor-PRO reports subscribers with a valid annual subscription

As of the 25<sup>th</sup> of September 2017 we have discontinued the login access for all DFMonitor-PRO Reports subscribers with a valid (not expired yet) annual subscription. The rebranding of our DFMonitor-PRO Reports service to **Rewheel research PRO** reports service will not affect any of your other rights and obligations other than the discontinuation of your login user name and password. You will still continue to have full access to all our past and future PRO reports that are now rebranded to Rewheel research PRO reports until your last DFMonitor-PRO Reports subscription expires. When a new Rewheel research PRO report is released we will email you the licensed pdf file. If you wish to gain access to one of our past PRO reports which you have not downloaded prior to the 25<sup>th</sup> of September 2017 please contact us at [research@rewheel.fi](mailto:research@rewheel.fi) and we will send you a licensed copy of the report in question.

### Rewheel research PRO reports terms and conditions

Parties that wish to gain access to Rewheel research PRO reports hereinafter (“Rewheel research PRO reports”) must purchase a perpetual license for a one-off fee. Parties that wish to gain access to the Digital Fuel Monitor PRO Spreadsheet hereinafter (“Digital Fuel Monitor PRO Spreadsheet”) must purchase a separate perpetual license for a one-off fee.

Parties that have agreed to purchase a report or a spreadsheet license (i.e. through email confirmation) become a licensee (“Licensee”) when they received the licensed pdf copy of the full report/s or xls spreadsheets they have ordered. Parties that become Licensees have agreed to pay in full the one-off license fee for the reports/spreadsheets they ordered. Licensees are deemed to have entered into an Agreement (herein) with Rewheel OY hereinafter (“Licensor”). Licensees are deemed that they have provide their unconditional consent that they fully accept all terms and conditions found below and that they commit to adhere and abide by all the terms and conditions at all times.

### Owner of the Site

The research.rewheel.fi Site is developed and operated by Rewheel OY (“we”, “us” or “our”). Rewheel is a limited liability company registered in Finland under the following registration number (Y-tunnus: 2294842-5) and with a registered address Pursimiehenkatu 7 00150 Helsinki Finland. Our EU-VAT number is FI2294842.

You may purchase a perpetual license covering a single user, a defined amount of users or unlimited users from your organization/company. Access to the licensed pdf/xls files sent to you by us is for the sole use of the authorized users. Our licensees cover only authorized users from the Licensee’s organization. Authorized users must be in the payroll of the Licensee at the time they gain access to the licensed files. No other person can be considered as an authorized user. The licensed files must NOT be shared by any means with any other third party or consultants, contractors and advisors of the Licensee. Failure to comply with this will result in breaking international copyright laws and a material breach of these terms and conditions. We reserve the unconditional right to terminate your access immediately and we reserve the right to claim compensation in the event of an unauthorized access.

### Access to the Site

You are responsible for making all arrangements necessary for you to have access to the Site. You are also responsible for ensuring that all persons who access the Site through your internet connection are authorized users, are aware of these terms and conditions and have provided their consent and comply with them at all times. You agree not to damage, interfere with or disrupt access to the Site or do anything which may interrupt or impair its functionality. In particular, you agree not to use or launch any automated system, including without limitation, "robots," "spiders," and "offline readers," that accesses the Site or service in a manner that sends more request messages to the Site servers in a given period of time than a human can reasonably produce in the same period by using a conventional browser.

### Monitoring the Site visits

We reserve the right to monitor and track your visits to the Site.

### Intellectual property

We are the owner or the licensee of all copyright, trademarks, design rights, database rights, or any other intellectual property rights found in the Site (including without limitation photographs, graphical images and pdf reports that can be downloaded). The intellectual property found in the Site is protected by copyright and other intellectual property laws and treaties around the world. All such rights are reserved.

### Permitted Uses

You are permitted to print and download extracts from the PRO reports which we have licensed to you and which are not available to the general public for your own INTERNAL ONLY use on the following basis: no documents or related graphics from the PRO reports are modified in any way; no graphics from the PRO reports are used separately from the corresponding text; our copyright and trade mark notices and this permission notice appear in all copies; and by always inserting a link back to the source [research.rewheel.fi](https://research.rewheel.fi).

You are NOT permitted to take screen shots from the PRO reports (e.g. chart images or tables or text) and insert or embed them in your public material such as public web sites and/or public reports without our explicit written consent.

Unless otherwise stated, the copyright and other intellectual property rights in all material on the Site (including without limitation photographs, graphical images and pdf reports that can be downloaded) are owned by us or our licensors. Any use of extracts from the Site other than in accordance with this license for any purpose is prohibited. If you breach any of the terms in this legal notice, your permission to use the Site automatically terminates and you must immediately destroy any downloaded or printed extracts from the Site. We further reserve the right to claim compensation in the event of a breach.

Subject to this license, no part of the Site may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission. Any rights not expressly granted in these terms are reserved. You agree not to adapt, alter or create a derivative work from any of the material contained in this Site or use it for any other purpose than for personal, non-commercial use.

### Disclaimer

While we endeavour to ensure that the information on the Site is correct, we do not warrant the accuracy and completeness of the material on the Site. We may make minor non material changes to the material on the Site, at any time without notice. All underlying raw data (tariff plans, number of SIMs, etc.) were collected from public sources. The tariff data are based solely on public information posted on mobile network operator websites. We believe the tariff information posted on mobile network operator web sites to be reliable but no representation is made by us that the raw data used are complete,

accurate, fully representative, fully fit for purpose, or were up to date at the time of collection. The data collection team made subjective judgments when translating, interpreting and screening for tariff interdependencies in the mobile network operator web sites. Such subjective interpretations and judgments of tariff conditions, Google translations and of our admission rules were the sole discretion of the data collection team. We accept no liability for omissions, errors or simply for not being able to discover on the mobile network operator website a tariff with lower price that met the admission criteria. We welcome feedback and suggestions from mobile network operators for pre-existing tariffs that meet our qualification criteria and which were not considered in our analysis. The analysis, findings, conclusions and correlations presented in the Site are solely attributable to our subjective interpretations of Google translations, tariff conditions, admission rules and operator labelling rules.

The development of the Site is our sole initiative. The Site does not constitute an investment, legal or tax advice and is not intended in any way to give any direct or indirect recommendations regarding current or future stock transactions that any party might undertake after accessing the Site. We make no buy, sell or hold recommendations regarding the stock of the companies covered in the Site. We are not a certified financial advisory and we are not currently regulated by any financial investment authority.

The Site contains certain forward-looking statements that are neither reported financial results nor other historical information. Because these forward-looking statements are subject to assumptions, risks and uncertainties, actual future results may differ materially from those expressed in or implied by such statements. Many of these assumptions, risks and uncertainties relate to factors that are beyond our ability to control or estimate precisely, such as delays in obtaining or adverse conditions contained in regulatory approvals, competition and industry restructuring, changes in economic conditions, currency fluctuations, changes in interest and tax rates, changes in laws, regulations or regulatory policies, developments in legal or public policy doctrines, technological developments, the availability of new acquisition opportunities or the timing and success of future acquisition opportunities. These forward-looking statements speak only as of the date of their publication on the Site. We do not undertake any obligation to publicly release any revisions to these forward-looking statements to reflect events or circumstances after the date of their publication on the Site.

The Site does not make, imply or suggest direct or indirect claims of unlawful anti-competitive actions undertaken from any of the operators or operator groups covered herein. The non-competitive practices that our analyses expose are based solely on our views on what market behaviours promote rather than demote competition. The term non-competitive practices shall not be associated, interpreted or confused with unlawful anti-competitive actions under national, international and European competition law.

### **Statutory law**

The express provisions of these terms are in place of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, trade usage, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law.

### **Liability**

The material on the Site including pdf reports is provided "as is", without any conditions, warranties or other terms of any kind. We, our respective officers, directors and employees accept no liability whatsoever for any direct, indirect or consequential loss arising from their use of the Site or its content.

We, any other party (whether or not involved in creating, producing, maintaining or delivering the Site), and any of our group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation,

any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with the Site in any way or in connection with the use, inability to use or the results of use of the Site, any websites linked to the Site or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the Site or your downloading of any material from the Site or any websites linked to the Site. Nothing in these terms shall exclude or limit our liability for death or personal injury caused by negligence or fraud.

### **Applicable law and jurisdiction**

The Finnish courts will have non-exclusive jurisdiction over any claim arising from, or related to this agreement and the use of the Site, although we retain the right to bring proceedings against you for breach of these terms in your country of residence/corporation or any other relevant country.

The terms found herein and any dispute or claim arising out of or in connection with them or their subject matter or formation (including, without limitation, non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Finland.