

HomesMeet Terms of Service

Version 14th January 2011.

Contractual Relationship

HomesMeet-service (“Service”) is provided to the customer under the conditions of this End User License Agreement (“Agreement”). Service is protected by the copyright or other applicable law. Use of the Service in violation of the terms of this Agreement is prohibited. Service is provided by AccelBit Inc. (“AccelBit”).

By using the rights granted by this agreement, the recipient of the rights (“User”) undertakes to comply with the terms of this Agreement. AccelBit grants the contract rights only on condition that the User accepts the terms and conditions of the Agreement. Agreement is not transferable.

1) Copyright and Ownership

Copyrights and other proprietary rights of the service are owned by AccelBit and/or its suppliers.

2) User Generated Content

User retains all copyright and other proprietary rights to the content he/she has entered to the service. More details of the handling of user generated content can be found from Privacy Policy.

3) Rights Granted by this Agreement

In accordance with the terms of this Agreement, AccelBit grants the User a license to use the service in any number of devices. All rights that are not mentioned in this agreement are retained by AccelBit.

AccelBit is not obliged to provide support or maintenance for the Service. AccelBit may terminate the service any time with one (1) month notice.

4) Limitations on Use

- A) User may not modify the Service or any part of it.
- B) User may not otherwise than permitted by law to analyze the service by identifying its method of production, derive the source code or create derivative works based on the Service.

5) Warranty

- A) ACCELBIT CAN NOT GUARANTEE THAT THE SERVICE WILL BE ERROR-FREE.
- B) UNLESS OTHERWISE AGREED IN WRITING OR GOVERNED BY APPLICABLE LAW, THE SERVICE IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF SERVICE, CONTENT OR ACCURACY OF THE SERVICE.

6) Limitation of Liability

ACCELBIT SHALL NOT BE LIABLE FOR ANY DAMAGES OTHER THAN SPECIFICALLY REQUIRED BY LAW. ACCELBIT SHALL NOT BE LIABLE TO THE USER FOR SPECIAL, INCIDENTAL, DIRECT, INDIRECT, PRELIMINARY OR PUNITIVE DAMAGES THAT CAN OCCUR DUE TO USE OF THE SERVICE OR THIS

AGREEMENT, EVEN IF THE USER HAS RECEIVED GUIDANCE FROM ACCELBIT FOR THESE SITUATIONS. ACCELBIT SHALL NOT HAVE ANY LIABILITY FOR DAMAGES THAT CAN OCCUR DUE TO THE USE OR INABILITY TO USE THE SERVICE. IN NO EVENT SHALL ACCELBIT'S TOTAL LIABILITY EXCEED THE AMOUNT PAID BY THE USER FOR THE SERVICE.

Termination

A) This agreement is terminated and the rights granted hereunder will terminate automatically if the user in any way breaches this agreement.

B) AccelBit has the right to publish the service under other terms than contained in this Agreement; in this situation the terms and conditions agreed in this Agreement will remain unchanged and this Agreement is valid in all respects unless it has lapsed as mentioned above.

Other Conditions

A) If any provision of this Agreement is invalid or is unenforceable under applicable law, this does not affect the other terms, validity or enforceability of the Agreement.

B) This Agreement constitutes the entire agreement between the parties to the Service. There are no other understandings, agreements or speeches regarding to the Service. AccelBit shall not be bound to any conditions emerging from correspondence or negotiations with the User. This Agreement may not be modified without mutually agreed and written contract between the parties.

C) These terms and conditions are governed by Finnish law.

D) All of these terms and conditions shall be settled by the courts in Finland.