

General conditions for using Ruukki Design Tools services

1. General

These General Conditions shall apply to the use of the services provided by Ruukki Construction Oy, (hereinafter "Ruukki") a part of SSAB Group and located at <https://designtools.ruukki.com/> and to the relationship between Ruukki and the User (as specified in the registration process). Ruukki Design Tools is an electronic service for designing Ruukki's building components (hereinafter "Services").

Services are found on our Design Tools portal in the above mentioned Internet address. Services are accessible via various terminal equipment and availability, features or design may vary with respect to the terminal equipment used. The use of Services requires an acceptance of these General Conditions and registration as a User of the Services. After satisfactory completion of the registration, Ruukki provides the User access to the Services.

Services is intended to be used only in design work relating to Ruukki's products, and the use of Services for any other products is against this license agreement. If Services is used for design relating to other than Ruukki's products, the results may be incorrect. The use of Services and interpretation of results requires adequate theoretical knowledge of construction mechanics and dimensioning of steel, thin sheet, concrete and composite structures. Furthermore, adequate knowledge of the applicable norms and standards is necessary.

Ruukki reserves the right to amend and/or supplement these General Conditions as it may deem appropriate. Any such change shall be deemed effective ten (10) days after posting the amended General Conditions on the <https://designtools.ruukki.com/> web-site and the User shall be deemed to have approved the changes thereto by continuing the use of the web-site after such effective date. Ruukki reserves the right to define which Services are available at any given time to the User. Ruukki also reserves the right to amend and modify the Services from time to time.

In addition to these General Conditions, specific contract terms and conditions shall apply to the order and purchase of Ruukki products and services. In case these General Conditions conflict with any transaction terms concluded between Ruukki or its subsidiary and the User, the transaction terms shall prevail.

2. Services access; Use of Passwords; Authorized Persons

Access to Services requires a personal user ID and a personal password (user ID and password collectively hereinafter "Passwords"). User will create and re-create (when needed) Passwords using functionalities in the Service. Passwords creation is requiring acceptance of these General Conditions. The User shall be responsible for any use of the Services with the User's Passwords and any costs and damage caused thereby.

The User shall keep its Passwords strictly confidential and shall supervise that the Passwords are not given to any third parties or used by any unauthorized person. The User shall promptly notify any unauthorized use of Design Tools, loss of Passwords or any other security jeopardizing event to support.designtools@ruukki.com

User is not entitled to hand over material and content that has been received through the Services to third parties or to give third parties access to the Service by distributing, transmitting, presenting or displaying it publicly without the prior written consent of Ruukki or other rights holders.

3. Verifying the User's identity when using Design Tools

Ruukki takes no liability that the User's Passwords are in possession of right persons. The responsibility thereof lies with the User. If the Passwords are correctly given when entering to the Services, Ruukki has no obligation to try to verify the Service enterer's identity or its right to represent the User in any other way.

After the User has notified Ruukki of unauthorized use or loss of its Passwords or some other breach of security, Ruukki shall terminate the user rights and/or close the Services with respect to such Passwords. Thereafter the Services cannot be used with these Passwords and thus the User is released from the responsibility in relation to the Passwords.

4. Data processing and protection of privacy

The use of Services requires among others the following information from the User and/or Authorized Person: name, email address, business ID, postal address, telephone number, location data, if applicable and other possible personal data submitted voluntarily by site visitor through chat functionality or otherwise. If Personal information is transferred through Services, the User shall be responsible for ensuring that it has the right or it has obtained necessary consents for the transfer of such personal data to Ruukki for the purposes of the Services.

The processing of personal data is described in more detail in Ruukki Privacy Policy <https://www.ruukki.com/legal/privacy>

The Service uses cookies for registered and unregistered access and use of Ruukki web pages. See Ruukki Privacy Policy for more information about the use of cookies.

5. Confidentiality

The User shall treat as strictly confidential any information, whether electronic data or paper prints, disclosed to the User in the Services, as well as the information of Design Tools application. The User shall not disclose to third parties or use information, nor have it disclosed or used, directly or indirectly otherwise than for the purpose of the Services.

Confidential information shall exclude information which:

- a) at the time of disclosure is generally known or in public domain or is otherwise generally accessible without restriction;
- b) becomes public other than by breach of these General Conditions;
- c) was in the possession without confidentiality restriction of the User prior to its disclosure;
- d) is rightfully acquired by the recipient from third parties provided that such information was lawfully in possession of said third party.

The User ensures that its Authorized Persons and others, who have or may have access to confidential information, are aware of confidentiality and they are under obligation to be bound thereof. The User is responsible to take necessary steps to maintain the confidentiality. If the User allows and/or permits confidential information to be given to third parties, or otherwise jeopardizes the confidentiality of the Services or confidential information from it, the User compensates Ruukki the incurred damages, including but not limited to special, incidental, consequential, direct or indirect damages, in full.

6. System integrity

The User is responsible for the technical functionality of the hardware, software and data communication services used by it to access the Service. The User shall not use any device, software or routine containing viruses or otherwise intended to damage, interrupt or interfere with the proper function of the Services. The User shall neither use any device, software or routine, which purpose is to surreptitiously intercept or expropriate data or personal information from the Services or copy its systems.

The User may not take any action which imposes an unreasonable or disproportionately loads Ruukki's infrastructure, including but not limited to "spam" or other such unsolicited mass e-mailing techniques.

If the User jeopardizes the system integrity as described above, the User compensates Ruukki the incurred damages, including but not limited to special, incidental, consequential, direct or indirect damages, in full. Ruukki is not responsible for any damage caused by misuse or mishandling of system.

7. Termination of the Agreement

Either Ruukki or the User may terminate the Agreement at any time, effective immediately upon notice to the other party. Neither party shall have any liability of any kind for any compensation of such termination. Upon termination the User and its Authorized Persons will lose the right to access to the defined Services. At the time of termination any binding unfinished transactions shall nevertheless be completed.

8. Intellectual property rights

The User acknowledges and agrees that, unless expressly stated otherwise, Ruukki or its licensors owns all Intellectual Property Rights in the Services and its contents.

9. Limitation of Liability

Ruukki shall not be liable for any damages and costs arising therefrom, whether special, incidental, consequential or directly or indirectly related to the use of, or the inability to use, the Services or the content, including the loss of revenue or anticipated profits or lost business or lost sales even if Ruukki has been advised of the possibility of such damages (collectively hereinafter "Damages").

The User agrees that neither Ruukki nor any officer, affiliate, director, shareholder, agent or employee of Ruukki shall be liable to the User or any third party for Damages resulting directly or indirectly from or otherwise arising from or in connection with any of the following:

- a) Ruukki prevents, for any reason whatsoever, the User to get into the defined Services;
- b) the interruption, suspension or termination of the Services for whatever reason;
- c) the use of the Services and the content by the User, including Damages resulting from or arising from such User's reliance on the Services or any mistakes, omissions, errors, defects or delays in operation, non-deliveries, mis-deliveries, or any failure of performance on the Services;
- d) any unauthorized person's obtaining and/or using the Passwords of User or Authorized Persons, or any reliance by Ruukki on the list of Authorized Persons provided to Ruukki or;
- e) any allegation, suit, claim or other proceeding based upon a contention that the use of the Services and the content by User infringes the copyright, patent, trademark, trade secret, privacy, confidentiality or any other intellectual property rights or contractual rights of any third party.

10. Applicable law and arbitration

These General Conditions and the Agreement are governed and constructed in accordance of the laws of Finland. Any dispute, controversy or claim arising out of or relating to this contract, 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 of the arbitration shall be English.