

TERMS OF SERVICE

These Terms of Service are applicable to the agreement between Fair Vertaisturva Oy (Business ID 2754341-9), a limited liability company incorporated and existing under the laws of Finland, ("**Fair**") and yourself as the other party ("**You**").

Fair provides an online service that connects people who have suffered a monetary Loss with other people, into Pools where Members will cover such Losses between each other. Losses are compensated by and between members of the Service, as they are incurred.

Any use of the Service provided by Fair is always subject to these Terms of Service, and other terms as may be applicable.

Please read and review these Terms of Service carefully prior to signing up or using the Service, as they contain important information regarding Your legal rights, obligations and remedies.

By signing up to the Service, You accept these Terms of Service and agree to comply with and be legally bound by them.

Do not sign up or use the Service if You do not accept these Terms of Service.

We handle the personal data of our customers according to our **Privacy Policy**

1. DEFINITIONS

- 1.1. "**Account**" means a user account, required for the use of the Service.
- 1.2. "**Agreement**" means the agreement between Fair and Yourself, which these Terms of Service and any Pool Compensation Terms are an integral and inseparable part of.
- 1.3. "**Content**" means any content (e.g. text or photos) uploaded or posted by Fair, You or any other Member to the Service.
- 1.4. "**Loss**" means the monetary value caused by a harmful event. A Loss is compensated either to a Member or directly to the Party a Member is liable to pay the value of the Loss, depending on the Compensation Terms of the Pool.
- 1.5. "**Maximum Loss Amount**" means the maximum monetary amount of a single Loss or aggregate Losses that may be submitted for a Pool Members to compensate.
- 1.6. "**Member**" means any individual who has entered into an agreement with Fair regarding the use of the Service, and has joined any of the Fair Pools.
- 1.7. "**Pool**" means a group of Members choosing to agree on the compensation of Losses between each other in accordance with the Compensation Terms applicable to the Pool.
- 1.8. "**Pool Compensation Level**" means a fixed or floating percentage of each Loss that will be paid.
- 1.9. "**Pool Fee**" is the fee payable by Members participating in a Pool, with which the Members pay each others' Losses, Loss assessment costs and the costs of the Service.

Pool Fees are debited as the Losses incur, always afterwards. How many times the Pool fees are debited, how much is debited, or how the debited is calculated is set out in the Pool Compensation Terms.

- 1.10. **"Pool Compensation Terms"** shall mean the mutual terms and conditions applicable to each individual Pool, applying in addition to these Terms of Service.
- 1.11. **"Service"** means the service provided by Fair or other operators that enables Members to agree on the compensation of Losses to other Members, and to Vote on such compensation if necessary. The Service consists of an on-line platform provided by Fair, through which Members may choose to enter into Pools with other Members. The Service is available on Fair Website, on the website of a partner of Fair, on Fair application, or in all of these.
- 1.12. **"Terms of Service"** means these terms of service.
- 1.13. **"Vote"** means the process by which Members participating in a Pool evaluate a Loss submitted to a Vote in accordance with Pool Compensation Terms to determine whether the Loss will be compensated according to the said Terms. The Vote may be a primary or a secondary procedure of taking a decision on whether a Loss shall be compensated. As a secondary procedure the Vote is a method to ask other Members to change a decision taken by Fair on the compensation of a Loss.

The amount of votes required for a decision to compensate may vary by Pool, may be adjusted by Fair, and will be noted in the Pool Compensation Terms.

- 1.14. **"Website"** means the website of Fair, available at www.fairvertaisvakuutus.fi

2. APPLICABLE TERMS

- 2.1. Any and all use of the Service is subject to these Terms of Service. Furthermore, additional terms and conditions or policies may apply as regards parts of the Service. Individual Pools are also subject to Pool Compensation Terms. In case of any conflict between these Terms of Service and such additional terms and conditions, the additional terms and conditions shall prevail.
- 2.2. Fair reserves the right to modify these Terms of Service or any other terms applicable to the Service (including without limitation the Pool Compensation Terms) at any time and at its sole discretion, any such change subject to a **thirty** (30) days' notice. Any such changes will be communicated to You by providing the amended terms via the Service or via other means, for example by providing such updated terms on the Website. By continuing to use the Service after being provided such updated terms, You agree to comply with and be bound by such updated terms. If You do not agree to such updated terms, You must immediately cease using the Service.
- 2.3. This Agreement constitutes the entire and exclusive understanding and agreement between Fair and You, and this Agreement supersedes and replaces any and all prior oral or written understandings or agreements between Fair and You regarding its subject matter.

3. MEMBERS AND ACCOUNTS

- 3.1. The Service may only be used by Members. In order to use the Service and to join a Pool, You must register for the Service and open Your Account. Some parts of the Service may be visible to other persons than Members. Any Member must be eighteen

(18) years or older to use the Service, and any access to or use of the Service by a person of less than eighteen (18) years of age is expressly prohibited. By accessing or using the Service, You represent and warrant that You are eighteen (18) years of age or older.

- 3.2.** When registering Your Account with Fair, You agree to provide complete, current and accurate information about Yourself, including without limitation Your full name, and Your contact information. You agree to keep such information up to date at all times.
- 3.3.** You are responsible for safeguarding Your password and other Account information, such as Your username. You will not disclose Your password to any third party and that You will take sole responsibility for any activities or actions under Your Account, whether or not You have authorized such activities or actions. You will immediately notify Fair of any unauthorized use of Your Account.
- 3.4.** You agree to use Your Account in the Service always in full compliance with the following user conduct rules. Specifically, You agree that You will not:
 - 3.4.1.** violate any laws or regulations, or any court orders;
 - 3.4.2.** use the Service for any purpose that is not expressly permitted by the Agreement;
 - 3.4.3.** access or use the Service in any way that violates the privacy policy of Fair or the privacy or data protection rights of other Members;
 - 3.4.4.** copy, store or otherwise access or use any information contained in the Service for purposes not expressly permitted by the Agreement;
 - 3.4.5.** interfere with or damage the Service through the use of e.g. viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, backdoors, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
 - 3.4.6.** use the Service to distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;
 - 3.4.7.** use the Service for the distribution of unsolicited commercial email ("spam");
 - 3.4.8.** stalk or harass any other Member or collect or store any personally identifiable information about any other Member or engage in any disruptive, abusive or harassing behaviour;
 - 3.4.9.** register for more than one Account or register for an Account on behalf of an individual other than Yourself;
 - 3.4.10.** impersonate any person or entity, or falsify or otherwise misrepresent Yourself or Your affiliation with any person or entity;
 - 3.4.11.** submit any Loss with false or misleading information, including the amount of the Loss or any false or misleading information regarding the event giving rise to the Loss;

- 3.4.12. post, upload, publish, submit or transmit any Content that: (i) infringes, misappropriates or violates a third party's intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading (directly or by omission or failure to update information) or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; or (vii) promotes illegal or harmful activities or substances;
- 3.4.13. access, tamper with, or use non-public areas of the Service, computer systems or the technical delivery systems of Fair or its third party affiliates;
- 3.4.14. attempt to probe, scan, or test the vulnerability of any Fair system or the Service or network or breach any security or authentication measures;
- 3.4.15. attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Service.

4. THE SERVICE

- 4.1. Members enter into a contractual relationship with Fair by using the Service and by accepting these Terms of Service. Any Losses are covered by and between Members, and Fair is not a party to any such compensation of Losses. Fair is not an insurance company, an insurance agent, or a broker, but instead the provider of an on-line service that enables its Members to agree on the compensation of Losses between themselves, as post-Loss payments, in accordance with the Pool Compensation Terms.
- 4.2. An individual Pool consists of participating Members willing to compensate Losses incurred by other Members participating in the same Pool. You may use the Service to view Pools made available in the Service and You may choose to join and leave any Pool as set out in these Terms of Service.
- 4.3. To limit Members' obligations to cover for Losses submitted to a Pool, the Pool Terms set out a Maximum Loss Amount applicable to that Pool, which is the maximum monetary amount of a single Loss or aggregate of Losses that may be submitted to that Pool. Submitting a single Loss to a Pool as multiple Losses in order to circumvent the Maximum Loss Amount is prohibited.
- 4.4. Any Loss covered may be subject to a Pool Compensation Level set out in the Pool Compensation Terms. The Pool Compensation Level may be any percentage between 0% and 100 %
- 4.5. Joining and leaving Pools:
 - 4.5.1. You may choose to join a Pool at any time, as made possible by the Service. Fair does not guarantee You any right to join any particular Pool, and reserves the right to deny You the membership of any Pool.
 - 4.5.2. You may choose to leave a Pool as set out in the applicable Pool Compensation Terms. If the Pool Compensation Terms contain no terms as regards a minimum membership term and no termination period has been set in the Pool Compensation Terms, You may choose to leave the Pool at any time, effective immediately upon notice given in the Service.

- 4.5.3.** Your obligations as a Member participating in a Pool start immediately upon joining the Pool. Such obligations include, without limitation, the obligation to participate in the compensation of Losses of other Members in the same Pool as set out in these Terms of Service and the Pool Compensation Terms, and the obligation to Vote on your turn on the compensation of Losses, either as primary or secondary procedure.
- 4.5.4.** Your rights as a participant of a Pool, such as the right to submit Losses to the Pool start after a "getting to know" period, in case that is agreed in the Pool Compensation Terms,. If no such period is agreed, your rights start immediately after joining a Pool.
- 4.5.5.** As an exception to items 4.5.3. and 4.5.4 above, if the Pool Compensation Terms require a minimum number of Members, Your rights and obligations will only commence upon the Pool reaching such minimum number.
- 4.5.6.** Your rights and obligations as a participant of a Pool cease immediately upon leaving the Pool. For the avoidance of doubt, any obligations that have become effective prior to Your leaving the Pool remain effective, particularly the obligation to pay the Pool Fee or Fees, that You have been obligated to pay, concerning the time You were a Member of the Pool.
- 4.6.** Your obligations as a Member participating in a Pool:

 - 4.6.1.** You agree to participate in compensating any Losses incurred by other Members participating in the same Pool, when so required by the Service. This participation taking the form of Pool Fees.
 - 4.6.2.** You shall, at all times, have the funds required to pay any Pool Fees, available for payment upon demand.
 - 4.6.3.** You shall, by joining a Pool, authorize Fair or a third party partner of Fair to charge the Pool Fee from you by an invoice, or from your credit- or debit card, as stated in the Pool Compensation Terms. You shall keep this authorisation in force without further and separate authorisation for each payment, and only annul the authorisation by leaving the Pool, simultaneously with your rights as a Member in that Pool ending.
 - 4.6.4.** Equally, by joining a Pool, You authorize Fair to charge on Your behalf the Pool Fees required to compensate Your Losses from those Members that of the Pool that in accordance with these Terms of Service and with the Pool Compensation Terms have an obligation to pay the Pool Fee. You also authorize Fair on Your behalf to perform debt collection of a Pool Fee not paid by the due date or not processed through on a debit- or credit card.
 - 4.6.5.** Upon request, You agree to Vote on compensating of Loss submitted by other Members participating in the same Pool, either as primary or secondary procedure. You must Vote without delay after such request. If You do not Vote on within a reasonable time as set by Fair at its sole discretion, Your turn to Vote may be transferred to another Member. You must Vote on the compensation of a Loss objectively and on the basis of the Pool Compensation Terms, using Your best effort to evaluate the issue, not discriminate against any Member, and not Vote to compensate the Loss if it were against the Pool Compensation Terms. When Voting, You must consider a recommendation given by Fair, but you are not bound by the recommendation.

4.7. Your rights as a Member participating in a Pool:

- 4.7.1.** You may submit a Loss You have incurred to be compensated from a Pool, Additionally, You may ask for a Vote on the compensation of such Loss, either as primary procedure, or as secondary procedure as a change to a decision taken by Fair. For clarity, it is noted that participating in a Pool does not guarantee that the Loss will be compensated. A Loss will not be compensated if Fair or Members asked to Vote will decide against compensating the Loss.
- 4.7.2.** When submitting a Loss, You must accurately and truthfully describe the event causing the Loss and the amount of the Loss. Submitting Losses untruthfully is against the rules of the Service, and will be considered a material breach of the Agreement. Furthermore, such untruthful submission of a Loss may also constitute a criminal offense.
- 4.7.3.** To facilitate and speed up the Voting process and to ensure that the Vote outcomes are coherent, Fair may enclose a recommendation to the Voting request, as well as additional information and remarks.
- 4.7.4.** To reduce the possibility of misuse the Service, Fair reserves the right to suspend the processing of any Loss submitted to a Pool, if Fair, in its reasonable discretion, determines that the Loss claim is untruthful, fraudulent, manifestly irrelevant to the Pool, or missing substantial information so that Members are not able to properly Vote on the Loss claim. In such a case, Fair may contact You without unreasonable delay to request further information. Once such information has been provided, Fair will forward the Loss claim to Members for a Vote without unreasonable delay, or, in case the information is still not adequate or proves the Loss claim to be irrelevant in the Pool, remove the Loss claim.
- 4.7.5.** On the same grounds Fair may exceptionally remove a Loss Claim after a Vote has been concluded, in which event the Loss will not be compensated regardless of how it has been Voted on.
- 4.7.6.** In case Fair has given a Voting recommendation on a Loss, and the Vote does not proceed without delay, the decision on compensating the Loss will remain according to the recommendation.
- 4.7.7.** Fair may, at its sole discretion, participate in the Vote.
- 4.7.8.** Fair participation in Voting is by its nature moderating, supporting the actions of the users of the Service, and supporting compliance with the Pool Compensation Rules. Fair may e.g. Vote when the Members selected to Vote have not done so without delay, normally during 24 hours, Fair may take a decision on the most clear Losses, from the point of view of the Pool Compensation Rules, directly, in case the compensation practice on similar Losses is well established and the Vote would be pointless. In the Pool Compensation Rules it may be stipulated that in the Pool the decision is primarily taken by Fair and secondarily the Members. In this case a Vote will be conducted only if a Member, having received a decision by Fair is not content with it and asks Fair to submit the decision to a Vote. Fair may charge You a reasonable Fee for having a Vote conducted, at Your request.

- 4.7.9.** The submitted Loss must comply with the applicable Pool Terms and be of such nature that it is covered by the Pool in accordance with such Pool Terms.
- 4.7.10.** You can only submit a Loss to a single Pool, and the submission of a Loss to multiple Pools is expressly prohibited.
- 4.7.11.** The submitted Loss is brought to Members participating in the same Pool for compensation. Regarding Loss that is asked to be Voted on, Members selected by Fair will evaluate if the Pool should compensate the Loss.
- 4.7.12.** The Loss will be compensated by way of Pool Fees received on the Fair customer funds account. The compensation will be paid to Your bank account using the information provided by You when registering for the Service, within time described in the Pool Terms. When necessary You will be asked for payment details. In the Pool Compensation Terms it may be stipulated, that the value of the Loss will be paid directly to a third party to whom you are liable to compensate or otherwise pay the value of the Loss and with whom Fair has a partnership agreement.
- 4.7.13.** If the Loss is Voted not to be compensated by Fair or by Members participating in the Pool, You have the option of resubmitting the Loss once for a re-evaluation, in case the Pool Compensation Terms so stipulate. You may amend the Loss claim (for example to claim a lower amount of compensation or to provide further details as to the incident leading to the Loss), provided that any such amendment is truthful. Such resubmission may be subject to an applicable fee. Should the resubmission of the Loss lead to a Vote of non-compensation from the Members again, You not to submit the Loss for a third time.
- 4.7.14.** Fair reserves the right to terminate any individual Pool subject to a [fourteen (14) days' notice.

5. PAYMENTS

- 5.1.** The price list applicable to the Service is available in the Service either as separate price list and/or as part of Pool Compensation Fees. Fair reserves the right to amend the Pool Fees at any time, any such amendment subject to a thirty (30) days' notice.
- 5.2.** No fee is charged for the use of the Service itself. Fair will charge a service fee from each compensation paid, from the party receiving a compensation. The amount of the service fee may vary from Pool to Pool and it is listed in the Pool Compensation Terms and on the Website.
- 5.3.** Participating in a Pool requires You to pay the Pool Fee for each Pool You participate in, each time contributing to the Loss of another Member, or to the costs of assessing the Loss and to those of the Service, as may be required by the Service. Payment of the Pool Fee is dependent on whether it is charged from all Members or whether Fair Fair, at the sole discretion of Fair and using an algorithm will select those to pay. If every loss is not charged from all members, but as randomized, You will not be charged a Pool Fee as a participating Member again, as long as there are Members in the Pool from whom the Pool Fee has not been charged as many times.

- 5.4. The Pool Fee will not be charged from You more than in accordance with the Pool Compensation Terms, as long as You remain a participant in the Pool. For the avoidance of any doubt, when You leave a Pool, any payments You have made will not be returned. Should You then choose to join the Pool again, You may be selected to pay the relevant Pool Fee regardless of any prior payments of Pool Fees.
- 5.5. All payments related to the covering of Losses are made strictly between the Members. The Members use Fair or its third party affiliates to process and transfer the payments. You agree to authorize Fair and or its designated third party affiliate to withdraw payments from Your debit- or credit card, to charge You via an invoice, or other means of payment, to be able to use the Service. You represent and warrant that any credit or debit card You have registered to the Service have funds available for a recurring charge (without further authorization from Yourself) on intervals required for the payment of the Pool Fees for all Pools You participate in.
- 5.6. Furthermore, should you claim a Loss and be compensated for such loss by Members participating in the same Pool, You agree to pay and authorize Fair to retain a portion of the compensation You have received as a service fee for providing the Service. Such service fee is determined in accordance with the price list of Fair or in the Pool Compensation Terms.
- 5.7. All payments must be made in Euro. Interest on any late payments accrues in accordance with the Interest Act (1982/633, as amended).

6. PRIVACY

- 6.1. The privacy policy applicable to the use of the Service is available at the Website, and may also be accessed through the Service.
- 6.2. Fair may, to the extent permitted by applicable laws, identify a user and obtain reports from public records of criminal convictions or fraud related offences concerning the user. You agree and authorize Fair to use Your personal information, such as Your full name and date of birth, to obtain such reports, including from third party affiliates of Fair.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. All rights, title and interest, including all intellectual property rights in and to the Service, and any changes thereto, shall belong exclusively to Fair or its licensors.
- 7.2. You have, during the term of the Agreement, a limited, non-exclusive right to use the Service in accordance with the Agreement. You shall not have any other right to the Service or any changes thereto.
- 7.3. You grant to Fair, a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, fully paid-up, transferable, sub-licensable license to use, transfer and modify any Content You submit to the Service. You represent and warrant that You have the right to grant the license set out herein to Fair and agree to indemnify and hold Fair harmless against any third party claims that the Content submitted by You infringes on any third party rights.
- 7.4. Fair encourages its Members to provide feedback and suggestions for improvements of the Service. You may submit feedback to Fair via the Web Site or via other means provided by Fair. You acknowledge and agree that all feedback You give to Fair will be the sole and exclusive property of Fair and You hereby irrevocably assign to Fair

and agree to irrevocably assign to Fair all of Your right, title, and interest in and to all such feedback, including without limitation all intellectual property rights therein (including the right to amend and transfer works protected by such rights). At the request and expense of Fair, You will execute documents and take such further acts as Fair may reasonably request to assist Fair to acquire, perfect, and maintain its intellectual property rights and other legal protections for such feedback.

8. LIMITATION OF LIABILITY

- 8.1.** The total aggregate liability of Fair towards You under the Agreement shall not exceed the amount of Pool Fees You have paid during the six (6) months immediately preceding the event giving rise to liability.
- 8.2.** Under no circumstances shall Fair be liable for any indirect, incidental, or consequential damages, or for covering any Loss towards any Member, including Yourself.

9. DISCLAIMERS

- 9.1.** You acknowledge and agree that You use the Service and participate in any Pools solely at Your own risk. Fair does not make any representations or warranties as regards any Content available in the Service, or the conduct of any other Members or their ability to compensate Losses.
- 9.2.** It is expressly noted that the covering of any Losses is based on the ability of Members to cover for such Losses and the compliance of Members with these Terms of Service and the Pool Terms. Furthermore, the covering of Losses is subject to there being enough Members in a Pool to cover for submitted Losses. If there are not enough Members, or if the Pool Fees are not enough to cover for submitted Losses, You understand and agree that You may not be able to recover the full amount of a claimed Loss.
- 9.3.** The Service, including without limitation the Website, is provided "as is" and "as available", without any warranty of any kind, either express or implied. Fair makes no representation or warranty that the Service will meet Your requirements or be available on an uninterrupted, secure, or error-free basis, or that You will be able to receive any compensation for any individual Loss.
- 9.4.** No advice or information, whether oral or written, obtained from Fair or through the Service or otherwise, will create any warranty not expressly made herein.
- 9.5.** You are solely responsible for all of Your communications and interactions with other Members of the Service and with other persons with whom You communicate or interact as a result of Your use of the Service.

10. ASSIGNMENT

- 10.1.** You may not assign or transfer the Agreement, by operation of law or otherwise, without the express prior written consent of Fair. Any attempt by You to assign or transfer the Agreement without such consent, shall be null and void.
- 10.2.** Fair may assign or transfer the Agreement, at its sole discretion, without restriction. Subject to the foregoing, the Agreement shall bind and inure to the benefit of the parties, their successors and permitted assigns.

11. TERMINATION

- 11.1.** The Agreement shall become effective upon Your acceptance of these Terms of Service and shall remain in force until terminated in accordance with the following.
- 11.2.** You may terminate the Agreement for convenience at any time, effective immediately upon notice. The termination of the Agreement may be made by: (i) You terminating Your Account by using the relevant feature in the Service, or (ii) You sending Fair an e-mail using the contact information provided at the Web Site, upon which termination notice Your Account will be terminated by Fair.
- 11.3.** Fair may terminate the Agreement for convenience subject to a thirty (30) days' notice to You, which notice will be made: (i) via the Service, (ii) by Fair sending You an e-mail to the address You have provided to Fair, or (iii) by any other reasonable means.
- 11.4.** Fair may terminate the Agreement and/or terminate or suspend Your Account for cause immediately upon notice, if (i) You are in a material breach of these Terms of Service, (ii) You have provided inaccurate, fraudulent, outdated or incomplete information when registering Your Account, (iii) You have submitted a fraudulent Loss claim to a Pool; (iv) You are in violation of applicable laws, regulations or third party rights, or (v) Fair believes in good faith that such action is reasonably necessary to protect the safety or property of other Members, Fair or third parties, for fraud prevention, risk assessment, security or investigation purposes. In case of non-material breaches (and where appropriate), You will be given notice of any measure by Fair and an opportunity to resolve the issue to the reasonable satisfaction of Fair.
- 11.5.** Upon the termination of the Agreement for any reason, Fair shall have no obligation to return to You any Content, including but not limited to any feedback. When the Agreement has been terminated, You are not entitled to any restoration of Your Account.

12. OTHER TERMS

- 12.1.** Fair shall be free to use subcontractors and third parties in the performance of its obligations and exercise of its rights. Such third parties include without limitation service providers that Fair uses to provide the Service as well as third parties related to collection and transfer of compensations between Members.
- 12.2.** The failure of Fair to enforce any right or provision of the Agreement will not constitute a waiver of future enforcement of that right or provision. The exercise by either party of any of its remedies under the Agreement will be without prejudice to its other remedies under the Agreement or otherwise. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of the Agreement invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of the Agreement will remain in full force and effect.
- 12.3.** Fair shall not be liable for any delays or non-performance of its obligations or any damages caused by an impediment beyond its reasonable control, which it could not have reasonably taken into account, and whose consequences it could not reasonably have avoided or overcome. For instance, errors in public communication networks or electricity supply shall constitute such an impediment. Strike, lockout, boycott and other industrial action shall constitute a force majeure event also when the Fair is the target or Party to such action. A force majeure event suffered by a subcontractor of Fair shall also discharge Fair from liability.

12.4. Any terms and conditions that by their nature or otherwise reasonably should survive a cancellation or termination of the Agreement shall be deemed to so survive.

13. GOVERNING LAW AND DISPUTES

13.1. The Agreement shall be governed by and construed in accordance with the substantive laws of Finland, excluding its choice of law provisions, and shall be subject to the jurisdiction of Finnish courts.

13.2. As a consumer, You also have the right to bring any dispute regarding the Agreement to the Finnish Consumer Disputes Board (www.kuluttajariita.fi), the decisions of which board are however only recommendations in nature. The Consumer Disputes Board may choose not to process the application, if You have not consulted a Consumer Advisor (www.kuluttajaneuvonta.fi) prior to making an application to the Consumer Disputes Board.

14. CONTACTING FAIR

14.1. If You have any questions about these Terms of Service, the Pool Compensation-Terms the Agreement, or the Service in general, You may contact Fair using the contact information at the Website. For the avoidance of doubt, Fair does not amend or negotiate these Terms of Service or any Pool Compensation Terms as regards any individual Member, and You must accept these Terms of Service and any Pool Compensation Terms as presented.