

TERMS AND CONDITIONS

These Terms and Conditions (“**Terms**”) apply to the use of all services provided by Bout Oy Ab, a company registered in Finland with Business ID: 2883889-2 (“**Bout**” or “**We**”), including applications, websites, content and services related to offering the Bout platform (“**Services**”). These Terms govern the relationship between you (“**You**” or “**User**”) and Bout regarding the use of the Services. By accessing or using any part of the Services You agree to these Terms and accept to be bound by them.

Please read these terms carefully before accessing or using the Services. If You do not agree to the Terms, You may not use the Services.

Bout’s Privacy Policy applies to the use of the Services. Our Privacy Policy (www.bout.fi/privacy) helps You understand what personal data we collect, and how such data is used.

The Services are not available for use by persons under the age of 18. You may not authorize third parties to use Your account, and You may not allow persons under the age of 18 to receive transportation or delivery services from Third Party Providers unless they are accompanied by You.

We can make changes to these Terms at any time in accordance with Section 16 below, and Your continued use of the Services shall confirm Your acceptance of the updated Terms. In addition to these Terms, You agree to abide by any supplemental policies of the Services as well as all other related operating rules or policies made available to You by Bout from time to time.

1. Use of the Services

The Services constitute a platform that enables users of Bout’s mobile applications or websites provided as part of the Services to pre-book and schedule transportation and/or delivery services with independent third party providers of such services (“**Third Party Providers**”). Unless otherwise agreed by Bout in a separate written agreement with You, the Services are made available solely for Your personal, non-commercial use. YOU ACKNOWLEDGE THAT BOUT DOES NOT PROVIDE TRANSPORTATION OR DELIVERY SERVICES OR FUNCTION AS A TRANSPORTATION PROVIDER OR CARRIER AND THAT ALL SUCH TRANSPORTATION AND DELIVERY SERVICES ARE PROVIDED BY INDEPENDENT THIRD PARTY CONTRACTORS WHO ARE NOT EMPLOYED BY BOUT.

Subject to Your compliance with these Terms and payment of the applicable fees, Bout grants to You a limited, non-exclusive, non-sublicensable, non-transferable and revocable right to (i) access and use the applications on Your personal device solely in connection with Your use of the Services, and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for Your personal, non-commercial use. You may not use such any part of the Services for any purpose other than the permitted use of the Services.

You shall not sell, rent or give away Your right to use the Services, create Services account by using a false identity or information, or on behalf of someone other than yourself. You shall not use the Services if You have previously been removed from using any part of the Services by Bout.

You may not (i) use any technological or other means (such as bugs or glitches in the Services, or by using third party tools or software) to use the Services in a way that interferes with or disrupts the Services, (ii) use the Services for fraudulent or abusive purposes, (iii) attempt to decompile, reverse engineer, disassemble or hack any of the Services, or (iv) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

You agree to comply with all applicable laws when using the Services, and You may only use the Services for lawful purposes (e.g., no transport of unlawful or hazardous materials). You will not, in Your use of the Services, cause nuisance, annoyance, inconvenience, or property damage, whether to the Third Party Provider or any other party. In certain instances You may be asked to provide proof of identity to access or use the Services, and You agree that You may be denied access to or use of the Services if You refuse to provide proof of identity.

2. User Accounts

In order to use the Services, You must register for and maintain an active personal user account. You must give Bout correct personal and other information necessary for using the Services as well as at least one valid payment method if such information is required. You agree to maintain accurate, complete, and up-to-date information in Your user account. You may not create more than one user account. You may create an additional, separate account if You provide services to Bout as a Third Party Provider.

You are solely responsible for all Your use of the Services. You may not reveal, share or otherwise allow others to use Your password, or use passwords of others. You agree that You are personally responsible for the use of Your user account, and for all of the communication and activity in connection with the Services.

By creating a user account, You agree that the Services may send You text messages or call You as part of the normal business operation of Your use of the Services.

3. Intellectual Property Rights

All rights, title and interest in and to the Services (including the related software and media), the design of the Services and associated content including text, computer code, scripts, graphics, interactive features and the like, and the trademarks, service marks and logos contained therein ("**Bout Material**") are owned by or licensed to Bout, subject to copyright and other intellectual property rights under Finnish and foreign laws and international conventions. Except as expressly provided in the Terms, Bout does not grant any express or implied rights to use Bout Material. You acknowledge and agree that You shall have no ownership or other property interest in the Services. You agree not to move or amend any proprietary notices or other ownership information from the Services.

4. User Material

Certain features of the Services may allow You to submit, upload, publish or otherwise make available information, data or material to Bout and/or to the Services ("**User Material**"). User Material may include, for example, textual, audio and visual content, feedback related to the Services, and information related to Your location. You may also choose to interact with other users. It is possible for others to obtain information about You that You provide to the Services. We are not responsible for the use of any information that You disclose to other users through the Services. Please carefully select the type of information that you provide through the Services.

As between You and Bout, You retain all intellectual property rights and title to the User Material. By providing User Material to Bout and/or the Services, You grant Bout a worldwide, perpetual, irrevocable, transferable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, and otherwise exploit in any manner such User Material in connection with the Services, without further notice to or consent from You, and without the requirement of payment to You. You may be able to adjust this grant in the privacy and other settings of the Services. Bout may also produce and use anonymized data for the purpose of further developing and optimizing the Services.

By making available User Material to Bout and/or to the Services, You warrant that You have the necessary rights and consents to submit, upload, publish and make available such User Material and that the User Material, or the submission thereof, does not infringe any third party rights or violate any legislation in force from time to time. Further, You warrant that You will not make available through the Services any User Material that is unlawful, disparaging, obscene, offensive, or otherwise inappropriate or that contains any viruses or any other harmful code. We may, but shall not be obligated to, review, monitor, or remove User Material, at Our sole discretion and at any time and for any reason, without notice to You.

5. Third-Party Services and Material

The Services may contain links to websites operated by third parties or feature content which is made available by third-party services and enable You to access and use certain third-party services. Use of any websites operated by third parties, third-party services and/or content in third-party services shall be, in addition to these Terms, subject to the relevant third-party service provider's terms and conditions applicable to use of such third-party services or the applicable license(s) under which any such content is made available. Bout assumes no responsibility for such third-party services and/or content in third-party services.

These Terms shall be in addition to (and take precedence over where not prohibited) any terms and conditions, applicable to the distribution platform (such as an application store) through which You are acquiring the Services, agreed to between You and the relevant third-party entity.

6. Fees and Payment

The use of the Services may result in fees to You for the services or goods You receive from a Third Party Provider (“Fees”). After You have received services or goods obtained through Your use of the Services, You agree to pay the applicable Fees announced separately in connection with the relevant Service. Fees will be inclusive of applicable taxes where required by law. Fees paid by You are final and non-refundable, unless otherwise determined by Bout. However, Bout shall use reasonable efforts to assist You in case of erroneous payments and to refund related Fees. All Fees are due immediately and payment will be facilitated using the payment method specified in the Services, after which Bout will send You a receipt by email.

Bout reserves the right to establish, remove and/or modify Fees for any or all services or goods obtained through the use of the Services at any time in Bout’s sole discretion. Bout will use reasonable efforts to inform You of Fees that may apply, provided that You will be responsible for Fees incurred under Your user account regardless of Your awareness of such Fees or the amounts thereof.

You may elect to cancel Your request for services or goods from a Third Party Provider at any time prior to such Third Party Provider’s arrival, in which case You may be charged a cancellation fee. The applicable cancellation policy is available on the app and/or on www.bout.fi/cancellation.

The Fees are intended to fully compensate the Third Party Provider for the services or goods provided. You understand and agree that, while You are free to provide additional payment as a gratuity to any Third Party Provider who provides You with services or goods obtained through the Services, You are under no obligation to do so. After You have received services or goods obtained through the Service, You will have the opportunity to rate Your experience and leave additional feedback about the Third Party Provider in question. Feedback can be sent to feedback@bout.fi.

We may create promotional codes that may be redeemed for user account credit, or other features or benefits related to the Services and/or a Third Party Provider’s services, subject to any additional terms that Bout provide. You agree that promo codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public; (iii) may be disabled by Bout at any time for any reason without liability to Bout; (iv) are not valid for cash; and (v) may expire prior to Your use. We reserve the right to withhold or deduct credits or other benefits obtained through the use of promo codes by You if we believe that the use or redemption of the promo code was in error, fraudulent, illegal, or in violation of the additional terms or these Terms.

7. Other costs

You are solely responsible for any costs (including any additional payment processing fees which may be applicable) You incur to access the Services through any internet, mobile or other communication service, such as any fees for downloading, installing, messaging, and other data usage on an Internet provider’s or mobile network, as well as for acquiring any additional features.

You are responsible for the cost of repair for damage to, or necessary cleaning of, Third Party Provider transportation vehicles and property resulting from use of the Services under Your user account in excess of normal “wear and tear” damages and necessary cleaning.

8. Service Availability and Support

We have the right to interrupt or restrict the provision of the Service temporarily due to e.g. maintenance measures, weather conditions, at nighttime or for similar reasons.

Bout shall have no obligation to provide support for the Services, but may, at its sole discretion, provide limited customer support in the Services.

11. Disclaimers / No Warranty

We are not responsible for the conduct, whether online or offline, of any user of the Services. You are solely responsible for your interactions with other users. We do not procure insurance for, nor are we responsible for, personal belongings left in the boat by You. By using the Services, You agree to accept such risks and agree that Bout is not responsible for the acts or omissions of users in the Services.

We cannot guarantee that each user is who they claim to be. Please use common sense when using the Services, including ensuring the user You have matched with is the same individual You see in person. We encourage You to communicate directly with the user prior to engaging in an arranged transportation service.

Opinions or other information or content made available through the Services, but not directly by Us, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. Under no circumstances will Bout be responsible for any loss or damage resulting from your reliance on information or other content posted by third parties, whether on the Services or otherwise.

Location data provided by the Services is for basic location purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage.

To the maximum extent permitted by applicable law, BOUT MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICES, THEIR QUALITY, PERFORMANCE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. AS A RESULT, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND YOU ARE ASSUMING THE ENTIRE RISK AS TO ITS QUALITY AND PERFORMANCE. BOUT MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE, RELIABLE, TIMELY, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR REGARDING THE AVAILABILITY OF ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES.

BOUT DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

12. Indemnification

You agree to indemnify and hold harmless Bout and its affiliates from all liabilities, claims and expenses, including reasonable attorneys' fees, arising from or related to (i) breach of these Terms or portion hereof, or any act or omission by You relating to the Services, and/or (ii) any actual or alleged infringement or misappropriation of third party intellectual property rights arising from User Material provided to Bout by or on behalf of You. Bout reserves the right to assume its own defense and/or control of any matter otherwise subject to indemnification by You hereunder.

13. Limitation of Liability

YOU HEREBY ACKNOWLEDGE AND AGREE BOUT HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TRANSPORTATION OR DELIVERY SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

BOUT SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST DATA OR PERSONAL INJURY OR PROPERTY DAMAGE RELATED TO OR ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES, EVEN IF BOUT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BOUT SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER; OR (iii) FROM CAUSES BEYOND BOUT'S REASONABLE CONTROL. IN NO EVENT SHALL BOUT'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED FIVE HUNDRED EUROS (€500).

Some jurisdictions may not allow (some) limitations of liability. In such cases, some limitations may not apply to You.

15. Termination

Your right to use the Services granted under these Terms remains in effect until terminated by You or Us. You may terminate the license at any time by uninstalling or no longer accessing the applications relevant to the Services.

Bout may terminate these Terms or any Services with respect to You, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason. Bout will provide You with as much notice as it reasonably can of such termination, cessation or denial. However, Bout reserves the right to terminate these Terms or any Services with respect to You, or generally cease offering or deny access to the Services or any portion thereof, immediately at any time without notice if (i) You are in breach of these Terms, (ii) it is impractical to give such notice in the circumstances, or (iii) in Bout's opinion, any delay in such termination would expose Bout or a third party to significant risk of harm or damage.

Upon termination in accordance with these Terms for any reason, You must cease all use of the Services and promptly delete any applications associated with the Services. Your termination of the license for any reason shall not release You from any liabilities or obligations set forth in these Terms which (a) have expressly been stated as surviving any such termination or expiration, or (b) remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration.

16. General

Bout may assign or delegate its rights and obligations under the Terms, in whole or in part, to any person or entity at any time without Your consent. You may not assign or delegate rights or obligations under the Terms without Bout's prior written consent.

Bout may publish additional policies related to specific Services. Your right to use such Services is subject to those specific policies and terms. These Terms, any supplemental policies of Bout and any documents expressly incorporated by reference herein (including the Bout Privacy Policy), contain the entire understanding of You and Bout, and supersede all prior understandings between You and Bout.

These Terms describe certain legal rights. You may have other rights under the mandatory provisions under the laws of Your country. These Terms do not change Your rights under the mandatory provisions under the laws of Your country. You and Bout agree that if any portion of the Terms or if the Bout Privacy Policy is found illegal or unenforceable, in whole or in part by any court of competent jurisdiction, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without the remaining provisions of the terms, which shall continue to be in full force and effect.

Bout reserves the right to change the fees related to the Services at any time, and the right to change, modify, add or remove portions of the Terms any given time. You will be deemed to have accepted such changes by continuing to use the Services. Bout will, however, notify Users by posting a note in the Services of any substantial changes to the Terms. Further, if at any point You do not agree to any portions of then-current version of our Terms, Bout Privacy Policy, or any other Bout policy, rules or codes of conduct relating to Your use of the Services, Your license to use the Services shall immediately terminate, and You must immediately stop using the Services. Please check the Services on a regular basis so that You remain aware of the then-current Terms.

17. Applicable Law and Disputes

These Terms shall be governed by and shall be construed in accordance with the laws of Finland excluding its choice of law provisions.

Any dispute, controversy or claim arising out of or relating to this Agreement or to the validity, breach or termination of this Agreement shall be finally settled by arbitration in Helsinki, Finland, by one arbitrator in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The arbitration proceedings shall be conducted in English, unless agreed otherwise. The award and the proceedings shall be kept confidential except to the extent required to enforce the award. Additionally, You may have a legal right to submit a dispute related to these Terms to Your local consumer protection authority.

18. Allegations of Copyright Infringement

Bout respects the intellectual property rights of third parties. If You wish to send a notice of intellectual property infringement, including claims of copyright infringement, please contact use using the contact details below.

Contact info:

Bout Oy

Business ID: 2883889-2

Address: Otakaari 5 A, 02150 Espoo, Finland

Email: info@bout.fi

Website: www.bout.fi