

General Terms and Conditions of OMAmatkaopas™ (OMATravelguide™) – valid until from 24.06.2009

1 General

OMAmatkaopas™ is the service and mobile application provided and owned by Generum Ltd, which consists of the client application working on mobile phone (later 'application' on this document) and the information retrieved by using the application.

2 User rights

OMAmatkaopas™ and its English version OMATravelguide™ are trademarks of Generum Ltd and Generum Ltd owns 100 % the application, the service and all the information on service, on the application and all the information related to. The user has right to use the application on his/her own phone. The usage of OMAmatkaopas™ - application requires approval of these General Terms and Conditions.

3 Responsibility of the user

The application uses data transfer. This data transfer and the cost of it is totally and always on user's (on your) responsibility.

The user (this means you) has to understand that the information of the application can be marketing and advertising. The user assures (you assure) that he understands that he has full freedom and right not to retrieve, look at and read this kind of information.

4 Responsibility of the service provider

The service provider is no responsible of the any direct or indirect harm or user's annoyance or any damage which derives from the application, the service or the information on service and retrieved by using the application. Or which is caused by the data shown on the application or by the usage mistake done by the user or by the inexact functionality of the application or by the total inoperability of the application on the user's phone. The use of the application utilizes the mobile network and GPRS-data. This usage is charged by your mobile network operator.

The service provider is no responsible of any service errors, blocks or stoppages of the service derived from the network, electricity or which are caused by the internet. The service provider has right to stop the service occasionally when needed to maintain the service or the application.

The service provider is no responsible of the any direct or indirect harm or user's annoyance or any damage which derives from the information of the application.

5 Changing of the service and the application

The service provider has right to change the service and the application, the data of the service and data retrieved by using the application, functions of the service and the application, the General Terms and Conditions of the service and the application to further develop the service and the application or any reason that is needed. The service provider has the right to sell or give the agreement to any third party at any time.

6 The functions of the service and the application

The functions of the service and the application can vary depending on phone, phone model, the settings of the phone, the version of the operating system of the phone or the network. Some functions can be different on your phone compared to those on the other phone.

On the User Guide of your phone or on the Service Description of your network operator can be useful and important information concerning the functionality of your phone and/or the settings of your phone. It is recommended that you will take a look at this information.

7 Solving arguments

Any arguments to this service and application are first tried to solve on negotiations between the Service Provider and the User. The Service provider has the right to define the place and time to these negotiations. If these negotiations don't succeed the arguments will be solved on the court law of Helsinki by using the Finnish law.

8 Governing law and court of law

The governing law and court law to be used onto this General Terms and Conditions and to any issue concerning this agreement is the Finnish law.