

Terms and Conditions of Prodiags Webshop

These Terms and Conditions (“Terms”) shall apply to all your actions on the website www.prodiags.com, including the purchase of Products and Services via the Webshop between Prodiags Ltd (“Prodiags”) and the Customer. Other terms or instructions, provided separately in the Webshop or Prodiags’ website, or with relation to the Products /such as a product end user license agreement) shall apply to the use of these sections, features or products in addition to these Terms.

The Webshop is provided by:

Prodiags Ltd
Company number 0839378-5
Kehävuorentie 6, FI-01690 Vantaa, Finland,
VAT number FI08393785.

You may contact Prodiags on sales@prodiags.com and/or +41 76 395 2066.

Webshop transactions and customer service are conducted in English, Finnish and German. Prodiags may, at its own discretion, use third parties to carry out its services.

1. Definitions

“Customer” means any natural person, ie. consumer, who is at least 16 years old, or legal entity, ie. business, that purchases Products and Services in the Webshop. A consumer is a natural person who enters into a legal transaction for a purpose that cannot be attributed to that person’s trade, business or profession. A business is a natural person or legal entity or partnership with legal capacity that enters into a legal transaction in the course of his/her/its trade, business or profession.

“Webshop” means Prodiags webshop at the website www.prodiags.com.

“Products and Services” means digital products and services, such as Online Courses, sold in the Webshop from time to time. These Products and Services may be subject to a separate license terms which shall be applied when using such Products and Services.

“Online Courses” means all the e-Learning Online Courses marketed in any form and through any medium via Webshop.

2. Terms related to Purchases in the Webshop

2.1. Registration and Transactions in the Webshop

Registering to the Webshop is mandatory for making purchases. Customers must have a functioning e-mail address in order to be able to make purchases in the Webshop.

Customers must provide correct information about themselves when doing purchases in the Webshop and registering as a Customer to the Webshop. Customers are re-sponsible for the accuracy of the information they provide and are obligated to in-form Prodiags of all changes in the Customer information without delay. Additional costs incurred by Prodiags as a result of false or incomplete information shall be for the account of the Customer.

When registering, the Customer chooses a user name and a password. Customers are responsible for ensuring that their passwords are kept safe and secret and shall be liable for any transactions made with their user name. If Customers notice or suspect that their user name has become public or that their user name is being used in an unauthorised manner, they must immediately notify Prodiags. Prodiags shall have the right to suspend or close the Customer's account.

The Customer shall be obliged to pay for all purchases made using their user name and password. This payment obligation only lapses if the Customer is able to prove that they did not negligently or deliberately facilitate an order using their user name and password. The Customer shall otherwise be obliged to pay for an order made using their user name and password unless the Customer has, prior to the relevant order, requested that Prodiags block their user access and password and between the arrival of the Customer's blocking request and the arrival of the order Prodiags has failed to block the user access and/or password despite the lapse of a reasonable length of time.

2.2. Purchase Process

The Customer's order in the Webshop becomes binding on the Customer after the Customer submits their order (see, however, section "Right of Revocation" regarding purchases made by consumer Customers). The Customer shall be requested to check the contents of their order carefully before confirming it. The Customer shall acknowledge and accept that the order entails a payment obligation.

Prodiags shall send the Customer a confirmation of purchase to the email address notified by the Customer, or to the mailbox of the Customer's customer account. The Customer shall be responsible for ensuring that the confirmation of contract corresponds to the order made by the Customer.

All orders placed by Customers require subsequent acceptance by Prodiags. The order shall bind Prodiags, when there has been successful authorization of the credit card or other form of payment by the Customer accepted by the payment service provider.

2.3. Delivery

Upon purchase of Products and Services the Customer receives, following the order and accepted payment, access to a code for the activation of the Product and, e.g. access to the Course environment. The Customer shall activate the Product or Service by entering the Customer's user name and password. The activation code shall be valid for a separately defined period of time and the Customer shall activate the Product within such period of time.

2.4. Inspection of Products

The Customer must inspect the delivery immediately after having received it to ensure that Products and Services delivered are intact and are not otherwise defective. The Customer shall also ensure that the delivery contains all the Products and Services ordered by the Customer.

Should the Customer notice any deficiencies in the delivery or Product, the consumer Customer must notify Prodiags' customer service (see contact details above) thereof without delay and at the latest within [fourteen (14)] days.

However, business Customer claims may only be made in respect of rights based on Product defects if the business Customer notifies Prodiags of the Product defects immediately and in any case no later than five (5) days after receipt of the Products and Services or in the case of a hidden defect immediately after becoming aware of the same.

2.5. Liability for Defects

If a deficiency is confirmed in the delivery or Product, Prodiags shall be entitled in the first instance to rectify said deficiency within a reasonable period of time.

With respect to business Consumers, Prodiags liability for defect in the Product or Service shall be limited to correcting the defect within a reasonable period of time. The limitation period for defects claims by businesses shall be twelve (12) months from delivery of the Product.

When it comes to consumer Customers, Prodiags shall be liable for any defect in the Product or delivery in accordance with the mandatory consumer protection legislation in force.

2.6. Prices and Payment Conditions

The prices of the Products and Services in the Webshop indicated at the time of the Customer's order shall apply. Unless otherwise indicated, all prices in the Webshop are deemed to be in the currency quoted there. The prices shall remain in force until further notice or for the duration mentioned separately. The prices of the Products and Services include value-added tax.

The payment of the purchase price falls due immediately upon the order of Products and Services in the Webshop and shall take place in the manner specified on the Webshop.

If the Customer is not a consumer, the following provisions shall apply:

The Customer shall identify himself as a business when the order is placed. If the Customer is required to pay or withhold any tax for payments made to Prodiags, Prodiags remains entitled to the amount due in full and free of any deductions. The purchase price shall be increased by the amount of taxes paid or withheld by the Customer (gross-up). The Customer will provide documentation to Prodiags, which certifies that all applicable taxes have been paid to the relevant tax authority within 30 days after the date of payment of the purchase price. For purposes of this clause, taxes means any sales, use, gross receipts, business, occupation, and other taxes (other than taxes on the income of Prodiags) and similar charges imposed by any government or other authority, with the exception of VAT levied by a member of the European Union.

2.7. Payment Methods

Following methods of payment are available in the Webshop:

- Credit cards specified in the Webshop

Where payment is made by credit card the Customer is directed to the secure credit card payment service. The Customer shall provide full credit card data (cardholder name, card number, expiry date, security code) when placing the order and thereby declares their agreement to Prodiags' service provider's taking payment for the order via the relevant credit card company. Prodiags' payment service provider is defined in the webshop.

Prodiags' payment service provider shall take all reasonable steps to protect the credit card data against unauthorized access by third parties. The Customer is aware that in particular where such data is transferred electronically the possibility of such data becoming known to unauthorized third parties cannot be excluded.

2.8. Right of Revocation for Consumer Customers

Please note that this section shall only apply to customers who place an order from a member state of the European Union.

Consumer Customers shall have the right to revoke this contract within fourteen (14) days from the date the contract was concluded without stating a reason. To meet the revocation deadline, it is sufficient for the consumer Customer to send notice that the Customer is exercising its right of revocation prior to the expiration of the below-mentioned revocation period. A notice can be sent to Prodiags' sales@prodiags.com by using the model cancellation form, or through some other unambiguous method.

Model cancellation form:

I hereby revoke (*) the contract for the purchase of the following service (*) /the provision of the following services (*) concluded by me

Ordered on (*) /received on (*)

Name

Address

Date

(*) Please delete what does not apply.

However, the consumer Customer loses the right to revoke the purchase if the delivery of the digital content was started during the revocation period with the consumer Customer's consent.

Prodiags shall compensate the consumer Customer for the price of the revoked purchase using the method of payment through which the consumer Customer paid for the Products and Services.

Prodiags shall refund the payments it has received without delay, however, at the latest within fourteen (14) days of receiving the consumer Customer's notice of cancellation.

2.9. Additional Terms for Business Customers

Prodiags is not responsible for direct or consequential loss, damage or loss of income caused by the Products and Services. Prodiags' liability is always limited to the content of these Terms.

Data stored in the Products shall be on the Customer's or end users responsibility, unless otherwise agreed in the applicable license terms. Customer or the end user is responsible for backups.

When submitting an order in the Webshop, the Customer accepts these Terms and Customer's terms and conditions are explicitly excluded.

3. General Rights and Responsibilities of Prodiags

3.1. Changes to the Webshop

Prodiags shall be entitled at any time to modify or amend the Webshop or content thereof without advance notice or liability for damages. Prodiags thus has the right to amend or modify Products or Services, or prices described in the Webshop, add and remove sections of the Webshop, and to make free of charge sections of the Webshop subject to a charge or vice versa. Prodiags shall also be entitled at any time to suspend or close the Webshop, completely cease offering its content or any section thereof, or limit access to the Webshop or sections thereof.

3.2. Errors in the Webshop

Prodiags strives to ensure continuous and uninterrupted access to the Webshop. Prodiags does not, however, guarantee uninterrupted, timely or error-free operation of the Webshop. The Webshop, including content, is provided on "as is" basis. Prodiags is not liable for the correctness, reliability, errors, deficiencies, inaccuracies or other shortcomings of the information or content provided by the Webshop.

3.3. Data Security

Prodiags cannot guarantee the data security of the Webshop, the content thereof or any information distributed via the Webshop.

3.4. Accuracy of Information

Prodiags assumes no responsibility for the correctness, accuracy, timeliness, reliability and completeness of the information presented on the Webshop.

3.5. Availability of the Webshop

The Webshop may not necessarily be available in all countries and it may be available only in certain languages or certain devices. The Webshop, its operation and some of its features may rely on the compatibility of equipment used, network connections and content formats.

3.6. Limitation of Liability

Except as specifically set forth in these Terms, and subject to applicable mandatory legislation, Prodiags shall not be held liable for any direct, indirect, incidental or consequential damages or damages based on liability for damages or specific damages, including damage caused by loss of business, contracts, profit or information or by the interruption of business, attributed to use of or inability to use the Webshop or its content or to these Terms, irrespective of whether the damage was due to contract, infringement of rights, negligence or other grounds, even if Prodiags had been in-formed in advance of the possibility of such damage. In all cases, Prodiags' liability shall always be limited to the liability set out in mandatory legislation.

4. Links To and From Third-Party Sites

Weshop may contain links to sites owned and maintained by third parties. Prodiags does not control the linked sites in any way, nor does Prodiags monitor or check the contents of the linked sites. Prodiags is not liable for the contents, correctness, reliability or data security of the linked sites.

The use of links to external sites redirects the Customer to another site and the use of any linked sites is at Customer's own risk. Prodiags advises the Customer to view the terms and conditions of use and instructions for any external website before using the website in question.

Any external links to the Webshop must link to the main page of the Webshop. External links must open in a separate window and not within the linking site's own frame. The appearance, positioning and other features of the link must not have a detrimental effect on Prodiags' reputation or the goodwill of its trademarks, nor may they create the false impression that the party linking to the site or its goods or services are in any way connected to the Prodiags' operations or are sponsored thereby. Links may not incorporate Prodiags' trademarks as an image either.

The Webshop's links to external sites and external links to the Webshop do not imply that a relationship exists between Prodiags and the linking or linked third party.

5. Intellectual Property Rights

The Webshop and its content, such as texts, images, information on the products, trademarks and signs shall remain the property of Prodiags or its co-operation partners and protected by copyright law and international copyright agreements as well as other legislation on intellectual property rights and registrations.

All intellectual property rights to the Webshop and content (such as copyright, registered and unregistered trademark and design rights, domain names, patents, database rights and trade secrets) as well as the goodwill generated by their use shall remain the property of Prodiags or its cooperation partners. Prodiags does not grant the Customer any direct or indirect rights to any intellectual property rights.

6. Cookies

Cookies are small text files that can be conveyed to the Customer's device via the Webshop. Cookies or other corresponding techniques may be used to collect information on the Customers use of the Webshop and the Customer's device via the Webshop. Such information may include from what page the Customer has entered the Webshop, the browser the Customer is using, or the sections of the Webshop the Customer has been browsing and the dates and times thereof.

Cookies enable the processing of Webshop-related information. The information obtained enables the functioning of the Webshop to be analyzed and improved to provide the Customer with a better and more individualized experience. The information collected may also be used to target marketing likely to correspond to the interests of the Customer within and outside the Webshop, for example, by utilising retargeting.

The Customer may prevent the use of cookies by changing the Customer's browser settings. The Customer should note, however, that the removal of cookies or blocking their use may have a detrimental effect on the use of the Webshop or its specific sections or functions or even entirely prevent such use.

7. Processing of Personal Data

Prodiags shall process personal data in the manner permitted and required by the applicable legislation on personal data. Additional information on the treatment of personal data is available in Prodiags' Privacy Policy.

8. Force majeure

Prodiags shall not be liable for any defects in the Webshop, its Products and Services, delays in deliveries or other breaches of agreement that are attributable to causes beyond Prodiags's reasonable control (force majeure).

9. Applicable Law and Settlement of Disputes

These Terms are subject to Finnish law excluding its choice of law provisions. In the event of a disagreement concerning these Terms or its application thereof, the Parties shall strive to resolve the dispute primarily through negotiations. In the event that the Parties cannot reach an agreement, the dispute shall be resolved by the District Court of the domicile of Prodiags in Finland. A consumer Customer is also entitled to take the dispute to the district court of their domicile or to the Consumer Disputes Board for resolution.

Notices

You can contact us by any of the following methods:

Email: sales@prodiags.com

Telephone: +41 76 395 20 66