

# Finago Network Terms and Conditions

Last updated 22.03.2018

PLEASE READ THESE TERMS CAREFULLY. BY REGISTERING FOR, ACCESSING, BROWSING, AND/OR OTHERWISE USING THE FINAGO SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, DO NOT ACCESS, BROWSE OR OTHERWISE USE THE WEBSITE OR FINAGO SERVICES.

## 1. Purpose of this document

The purpose of this document is to define the terms and conditions for

- a) participating in Accountor Finago Oy's software partnership program ("Finago Network") and
- b) technically connecting with software provided by Accountor Finago Oy.

## 2. Definition of terms

Accountor Finago Oy ("Finago") provides software products focused to, but not limited to, financial management. The software products are jointly referred to as the "Software" in these terms and conditions. These terms and conditions are hereinafter referred as the "Terms". The other contracting party of the Terms is hereinafter referred to as the "Partner". The Partner and Finago are hereinafter jointly referred to as the Parties.

Finago offers a software partnership program ("Finago Network") to which companies fulfilling special conditions defined by Finago can join. The Software is used by Finago's customers (the "Customers") which may be but are necessarily not mutual with the Partner. The part of the Customers which are mutual with the Partner and Finago are referred as to the "Mutual customers".

For electronically communicating with the Software, the Partner may develop or maintain a software integration or other solution that the Mutual customers can use (the "Integration"). The Integration may involve using a technical interface to communicate with the Software ("the Interface").

### 3. Rights and obligations of the Parties

Finago provides the Partner with marketing material, such as logos, related to Finago Network as agreed on by the Parties. The Partner may use the said marketing material on the Partner's website and other marketing channels by using good marketing practices. The Partner may not use the said marketing material or any information regarding Finago Network in such a way that may cause harm to Finago, Finago's brand or the Customers. The Partner has the right to use the said marketing material until otherwise stated by Finago, or until these Terms are no longer valid between the Partner and Finago.

The Parties are allowed to publish and use the information about the Partner's status in Finago Network. In addition, Finago may publish and use the information about the existence of the Integration. Finago may also publish and use logos, texts and other material related to the Integration that the Partner has provided Finago with. Finago may not use the said material against good marketing practices.

Finago reserves the right to modify the benefits and requirements related to Finago Network any time as is allowed by the chapter Changes to the Terms.

Finago reserves the right to check the functionality of the Integration at any time. Finago may deny allowing access to the Software on production or testing servers due to technical, business economic or other reasons. To ensure the Integration is applicable for use with the Software, the Partner may contact Finago by email at [network@finago.com](mailto:network@finago.com).

The Partner acknowledges and accepts that the Interface, the Software and any related software or information may contain confidential or proprietary information or intellectual property rights of Finago or third parties. *The Partner may use the Interface and any related software or information solely for the purposes and duration of these Terms.* The Partner explicitly agrees not to reverse engineer, decompile or otherwise study the Interface, the Software or any related software or information, unless allowed by the Terms or mandatory law.

### 4. Intellectual property rights

The Software is the sole property of the Supplier and/or a third party, and it may be protected by a copyright or another intellectual property right. Partner will not be granted any rights to the Software, technology or content other than rights specified in these Terms. On the basis of these Terms, no rights will be granted to use the Finago's or the Software's business names, logos, domain names or other brand names or identifiers. Finago can freely use without a compensation improvement suggestions, comments or proposals that it has received.

## 5. Data privacy and loss of data

Each of the Parties shall independently ensure that they have concluded Data Processing Agreements with their respective customers if any personal data is handled through the Integrations and there are applicable Privacy Policies available for end users.

The Integrator is responsible for the privacy of data fetched from the Software and stored outside Finago. The Integrator shall introduce a privacy statement covering such data to its end-users. By taking the Partner's software interacting with the Software into use, the Partner procures that the end-users are aware of and accept the Partner's privacy statement and that Finago is not responsible for any data stored outside the Software by the Partner's software. Further, the Partner shall at all times comply with any mandatory data protection and security legislation applicable in Finland and in the country where the Partner operates. The Partner shall indemnify and hold Finago harmless from and against any claims, actions, loss, demands, liabilities, expenses and damages resulting from or relating to the Mutual customers' data privacy.

Finago liability for loss of the Partner's and/or Mutual customers' data or other information is in all occasions limited to the return of the latest available backup taken by Finago, if any such backup exists, and shall not in any event exceed the liability stated in section 6 of the Terms.

## 6. Liabilities

In addition to the assurances specifically stated in these Terms, Finago will not grant any other assurances on the applicability of the Software or the Services for a specific purpose, the quality of the Software or the Services, integrity of third parties' rights, or other issues.

Finago is not responsible for any indirect damages to the Partner. The Finago's liability in any case shall be capped to a maximum of ten thousand (10,000) euros during this contracting relationship.

Partner shall defend Finago against any claim, demand, suit, or proceeding ("Claim") made or brought against Finago by a third party alleging that Partner's Data, or applications or other materials infringe or misappropriate the intellectual property rights of a third party or violate applicable law, and shall indemnify Finago for any damages finally awarded against, and for reasonable attorney's fees incurred by, Finago in connection with any such Claim; provided, that Finago (a) promptly give Partner written notice of the Claim; (b) give Partner control of the defense and settlement of the Claim (provided that Partner may not settle any Claim unless the settlement unconditionally release Finago of all liability); and (c) provide to Partner all reasonable assistance.

## 7. Confidentiality

Each party shall keep in confidence all material and information received from the other party and marked as confidential or which should be understood to be confidential, and may not use such material or information for any purposes other than those set out in the agreement. The confidentiality obligation shall, however, not apply to material or information, (a) which is generally available or otherwise public; (b) which the receiving party has received from a third party without any obligation of confidentiality; (c) which was in the possession of the receiving party prior to receipt of the same from the other party without any obligation of confidentiality related thereto; (d) which the receiving party has independently developed without using material or information received from the other party; or (e) which the receiving party is required to provide due to law or regulation by the authorities.

Each party shall promptly upon termination of the agreement or when the party no longer needs the material or information in question for the purpose set out in the agreement cease using confidential material and information received from the other party and upon request return or destroy the material including all copies thereof in a reliable manner. Each party shall, however, be entitled to retain such material as is required by law or regulation by the authorities.

Each party shall be entitled to use the professional skills and experience acquired in connection with the delivery. The rights and responsibilities under this section 7 shall survive the termination, expiration or cancellation of the agreement. Unless otherwise agreed in writing, these rights and obligations shall expire after 5 years from the termination, expiration or cancellation of the agreement. The termination, expiration or cancellation of the agreement shall, however, not affect the rights and obligations related to this section 7, if applicable laws require a longer confidentiality obligation than the confidentiality period.

## 8. Force majeure

Finago may postpone the delivery date, cancel the agreement or change the Software without causing implications to the Finago, if it cannot continue its business operations due to a reason that it has had no reason to consider when making the agreement and of which Finago is independent. Such events may include war, rebellion, civil unrest, requisition or confiscation for public use performed by an authority, import or export prohibition, natural disaster, interruption of public transport or energy supply, delay by a supplier, labour dispute or fire, disturbance in communications network or other online communication independent of Finago, or another significant reason in terms of its affects independent of Finago.

## 9. Changes to the Terms

Finago reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time by posting such changes on or through the Website or the Finago Services. Please check these Terms periodically for changes. Your continued use of the Finago Services after such changes have been posted as provided above constitutes your binding acceptance of such changes. Such amended Terms will automatically be effective upon the earlier of (i) your continued use of the Finago Services, or (ii) 30 days from posting of such modified Terms on or through the Website. Notwithstanding the foregoing, the resolution of any dispute that arises between you and Supplier will be governed by the Terms in effect at the time such dispute arose.

## 10. Governing law

The Terms shall be governed by the Finnish law. 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 language of the arbitration shall be Finnish or English.