

CRM SERVICE TERMS OF USE

SCOPE OF APPLICATION

These general terms of use shall apply to the CRM service provided by CRM-service Oy ("Service").

The Customer can acquire the Service either from CRM-service Oy or a reseller.

The Customer undertakes to use the Service in accordance with these terms of use as well as law and good practice.

Any implementation, development, installation, training and any other services provided by the Supplier and any additional work requested by the Customer will be agreed on separately.

PLEASE READ THESE TERMS CAREFULLY. BY REGISTERING, BROWSING, ACCESSING AND/OR OTHERWISE USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS, BROWSE OR OTHERWISE USE THE SERVICE.

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DEFINITIONS

- › **Customer** means the organization using the Service.
- › **Customer data** means data that the Customer has created or imported to the Service.
- › **Service** means the SaaS-based CRM-service system, including all default modules and components, developed and provided to the Customers by the Supplier. The use of the Service is based on an order or a separate contract.
- › **Reseller** means a party which acts as a reseller authorised by CRM-service Oy and from which the Customer has acquired the Service.
- › **User** means a natural person who uses the Service after having accepted the CRM Service Terms of Use.
- › **Module** means a part of the Service, such as for example purchase orders, sales orders, accounts, quotes, timesheets etc.
- › **API** (application programming interface) is a way for enable third party computer programs to communicate and interact with Service.

- **Service fee** means the Service and user fees set out in the Agreement between the Supplier and the Customer and billed monthly. Transactions are subject to separate charges as set out in the valid price list.
- **Administrator** means the natural person who has been designated by the Customer and who
 - is given administrator privileges, including the right to create and remove users, Modules and functions within the Service; and
 - represents the Customer in matters concerning the Service.
- **Agreement** means the agreement concluded by the Supplier and the Customer on the Service.
- **File** means documents of any kind (images, spreadsheets, text files, etc.) that are uploaded to the Service by the Client and are usually associated with a particular contract, person or organization.
- **Data Processing Agreement or DPA** means an agreement between the Supplier and the Customer specifying, in accordance with the GDPR, inter alia who can access the data on the Customer's Service.
- **Supplier** means, as the context requires, either CRM-service Oy or the Reseller from which the Customer has acquired the CRM Service.
- **Transaction-based service** means services used as part of a Service, where a single transaction is the basis for charging. These include example e-invoicing, letter mail, telephone, sms, electronic signature or strong authentication.

SUPPLIER'S RIGHTS AND OBLIGATIONS

The Supplier is responsible for that the Service is delivered in accordance with the Agreement and with the expertise required for supplying the Service. The Supplier has the right to produce the Service the way they see fit. The Supplier also has the right to use subcontractors to deliver the Service.

CRM-service Oy has the right to change the content of the Service without giving advance notice if this is necessary for example due to a change in legislation or for information security or other reasons. Should this happen, the Customers will be informed about the changes as soon as possible afterwards. The notification obligation does not apply to changes in technology, such as system updates.

CRM-service Oy and the Supplier are not liable for compensating the Customer for any damage suffered as a result of a temporary interruption in the Service or for any changes in the content of the Service, nor are they obligated to lower or waive payments.

CRM-service Oy and the Supplier have the right to block the use of the Customer's user credentials without consulting the Customer if the Supplier reasonably suspects that the user credentials are used to cause excess load on the Service or used in violation of the Agreement or in a manner which jeopardises the provision of the Service.

CUSTOMER'S RIGHTS AND OBLIGATIONS

The Customer has the right to use the Service in accordance with these terms of use, law and good practice. The Customer is liable for ensuring that all measures and actions are carried out diligently and in accordance with the Agreement.

The Customer is liable for ensuring that every User using the Service on the basis of the Agreement accepts the CRM Service Terms of Use before using the Service and complies with them when using the Service. The Customer is liable for rights, responsibilities and restrictions related to the use and maintenance of user names and passwords created with the user management tools. In some CRM service environments, the rights of the Customer's Administrator to create and delete Users may have been restricted.

The Customer shall provide the Supplier with accurate and sufficient information for the purposes of providing and invoicing the Service (address, factors concerning pricing etc.) and immediately notify the Supplier of changes in the information. The Customer shall be liable for the information and instructions it gives to the Supplier.

The Customer shall prevent unauthorised access to and use of the Service. The Customer is liable for the acquisition and functioning of the devices, connections and software necessary for using the Service and liable for ensuring that they do not cause any harm, disturbance or damage to the Supplier or to other users of the Service. The Customer is liable for its telecommunication and other similar costs related to the use of the Service. The Customer is liable for ensuring that the Customer's devices, connections, software and information systems meet the system requirements of the Service. The Customer is liable for the data security of its own information system and communications network.

With respect to the personal data it processes within the Service, the Customer acts as the controller as referred to in the Finnish Personal Data Act. The Customer is responsible for the data saved in the Service and liable for ensuring that the material does not infringe third-party rights or applicable legislation and EU's General Data Protection Regulation.

The Customer's data in the Service always constitutes the Customer's property and the Customer is therefore liable for all data within the Service, the use of such data for different purposes, data sharing, access to data, and all practices' compliance with the General Data Protection Regulation and local legislation. The Customer has the role of controller as referred to in the General Data Protection Regulation in relation to all data contained by the Customer's Service. During the validity of the Agreement, the Customer may independently change the data it has in the Service and export data from the Service.

The Customer should also be aware that it is in all respects liable for any actions performed by third parties within the Customer's Service as for its own. Such third parties may include, for example, any users outside the Customer's organization or third parties with access to the Customer's Service through integration interfaces.

The Customer shall also observe the storage periods of different data stored within its Service and remove any outdated data from the Service. The Customer is liable for removing from its Service any personal data for the storage of which it has no legal grounds.

The Customer is liable for ensuring that no usernames are shared. Each User must be identifiable as an individual person. Every person who directly or indirectly uses the Service through the "API" interfaces must be an active User in the Service. The use of the API interface may not circumvent the use of the Service by simulating the User of the Service with an external user interface and thereby circumventing Service fees.

The Customer shall act in accordance with the General Data Protection Regulation and observe in its operation, inter alia, the following central questions of the General Data Protection Regulation: role as controller, accountability principle, Data Protection Regulation and the designation of a data protection officer, a person's right to be forgotten, disclosure and transfer of data, sanctions.

The Customer undertakes to use the Transaction-based invoicing service with great care and is familiar with the operation of the CRM invoicing service in advance. The Customer understands that in the Service he is responsible for the invoices sent through this CRM billing service and all costs caused to them by the Supplier in accordance with the price list in force at any time. The Customer always independently performs the necessary testing in case of changes and before sending large numbers of transactions.

INTELLECTUAL PROPERTY RIGHTS

Proprietary rights, copyrights and any other rights to the Service, as well as their outcomes and products, are owned exclusively by CRM-service Oy and/or third parties, including but not limited to source and other codes, manuals, training material and all other material related to the Service.

However, the Customer has the right to utilize the Service and its outcomes in its operations in accordance with the Agreement.

CRM-service Oy is liable for ensuring that the Service does not infringe any valid intellectual property rights of third parties. CRM-service Oy is not liable for any claims arising from the Service being used for a purpose for which it has not been designed or approved or being used in violation of the Agreement or applicable legislation.

In addition, CRM-service Oy is not responsible for any claims which arise from

- a change made by the Customer in the Service or from complying with the Customer's instructions; or
- the use of the Service with a product or service not approved by CRM-service Oy.

The Customer is obliged to notify the Supplier without delay if a third party claims that the Service infringes its intellectual property rights.

Should CRM-service Oy find that the Service or any part thereof infringes the intellectual property rights of a third party, the Supplier has the right to at its own expense

- acquire the right for the Customer to continue the use of the Service;
- replace the Service or a part thereof; or
- change the Service so that intellectual property rights are no longer violated.

If the Supplier cannot carry out any of the options above on reasonable terms, the Customer must discontinue the use of the Service or a part thereof at the request of the Supplier.

BACKUP COPIES

The Supplier takes care of adequate backup copies. All data is backed up once per day in a different data centre. Every backup copy will be stored for a period of 30 days. Backup copies will be also stored for 30 days after the Service has ended and thereafter removed automatically.

CONFIDENTIALITY

Each party undertakes not to disclose the other party's confidential information to third parties without the written consent of the other party.

The Parties shall ensure that their employees and representatives comply with the confidentiality obligation set out above.

The Reseller may provide CRM-service Oy with information concerning the Customer to the extent that this is necessary for the provision of the Service in accordance with the Agreement.

The Service is located on servers controlled by CRM-service Oy, and CRM-service Oy has access to the Customer's data.

PRICE AND BILLING OF THE SERVICE

The price of the Service is based on the current price list of the Supplier or the Agreement between the parties. The Supplier has the right to change the price list and grounds of the pricing of the Service by notifying the Customer of this no later than three (3) months before the change enters into force. If prices are raised, the Administrators of the Customer's Service will be informed by email or by mail.

The Supplier has the right to require a reasonable advance payment or collateral from the Customer at its own discretion.

Value added tax will be added to the prices in accordance with applicable regulations. If the amounts of or grounds for public payments levied by public authorities change due to a change in legislation or taxation practice, the prices will be amended accordingly.

The price of the Service does not include any travel expenses arising from the provision and implementation etc. of the Service or any other costs and expenses arising from travel, such as accommodation costs, car use reimbursements and per diem allowances. The Customer shall reimburse the Supplier for these costs separately. The maximum amounts of such reimbursements are based on the applicable decision of the Finnish Tax Administration on tax-exempt allowances for travel expenses. Travel time will be billed as agreed separately in each case.

Any change in pricing will not apply to charges of billing periods which have started before the change enters into force.

Any increase in expenses caused by the legislation, regulations or actions by the authorities will raise the prices immediately after the date of their entry into force.

The price of the Service consists of the basic fee, user fees and the fees of any additional services. The user fees are always based on the highest number of Users on the Customer's Service during the billed month, regardless of whether the Users are active or passive.

Payments shall be paid in accordance with an invoice. Unless otherwise agreed, the billing period is the calendar month and billing takes place in advance in the beginning of the calendar month.

The Service can be shut down if the Customer's payment of an invoice and the penalty interest accrued thereon have been overdue for over three months and have not been paid in full. The closed Service will become available again once the payment of the outstanding amount, including penalty interest, and the reopening fee set out in the price list has been registered.

Penalty interest shall be payable in accordance with Section 4 a of the Finnish Interest Act. In the event of delayed payment, the Customer is also obliged to pay reminder and collection fees as set out in the price list. In the event that an invoice is disputed, the undisputed part of the invoice shall be paid by the due date.

If the Customer uses Transaction-based services as part of its Service, the CRM-service may change the price of the Service in these respects by notifying the Customer at least two (2) weeks before the change takes effect.

Such Transaction-based services include, for example, e-invoicing, letter mail, telephone, sms, electronic signature or strong authentication as part of the Service.

TERM AND TERMINATION

The Agreement becomes effective upon signature and will remain in force for the time being. Unless otherwise agreed in writing, both parties have the right to terminate the Agreement in writing with three months' notice. The notice period is calculated from the last day of the calendar month during which termination took place. The Service will be billed until the end of the notice period.

The Supplier has the right to terminate the Agreement with immediate effect if the Customer has failed to pay the charges for the Service for three different calendar months. The Supplier may shut down the Service or terminate the Agreement immediately if the Customer is declared bankrupt or becomes permanently insolvent.

The Supplier has the right to terminate the Agreement or discontinue the provision of the Service if the Service is used in violation of the Agreement or the CRM Service Terms of Use, for illegal operations or in a manner which may cause damage to the Service, the Supplier, a contract partner of the Supplier, the Customer, a third party or an outsider.

Regardless of the way in which the provision of the Service ends, the data of the Customer are stored in the Service for the time period specified for the backups. Data can be deleted earlier upon the Customer's written request. The Supplier grants access to the Customer's data for a reopening fee of the Service and charges for the use of the Service in accordance with the price list.

LIABILITY FOR DAMAGES AND LIMITATION OF LIABILITY

The Supplier is not responsible for any consequential or indirect damage or substitute transactions. The Supplier is not in any way liable for telecommunication interruptions caused by network errors of telecommunications operators.

The Supplier's aggregate liability does not in any circumstances exceed the fees charged for the Service over three months (exclusive of tax).

FORCE MAJEURE

If it is impossible or unreasonably difficult for the Supplier to perform its obligations for unforeseeable reasons or for reasons beyond the control of the Supplier, the Supplier is entitled to extend the delivery time without any liability for damages, any removal or lowering of charges, or any other sanctions.

If the impossibility of or unreasonable difficulty in delivering the Service persists to a considerable extent for over one (1) month, the Supplier has the right to terminate the Agreement with immediate effect without being liable to pay damages to the Customer.

APPLICABLE LAW AND DISPUTES

The Agreement shall be governed by and construed in accordance with Finnish law.

Unless otherwise agreed, any dispute, controversy or claim arising out of or relating to the Agreement will be resolved in the District Court of Helsinki.

REFERENCES

CRM-service Oy and the Reseller have the right to use the Customer's company name and logo as a reference.

CLAIMS

Any claims towards the Supplier on the basis of the Agreement must be made in writing no later than three (3) months after the grounds for the claims have arisen.

NOTIFICATIONS

General notifications and information are published in the Service, on the login page or on the website www.crm-service.fi, and this information is deemed to have been received once it has been published this way.

General notifications include, for example, announcements of new functionalities and of planned maintenance or service breaks.

Any notifications concerning changes in the terms of use are made in accordance with section "AMENDMENTS TO TERMS OF USE". The Supplier may send the User notifications concerning the Service, including notices concerning new features of the Service.

SEVERABILITY

If any provision of the Agreement is held to be illegal, invalid or unenforceable, or becomes illegal, invalid or unenforceable in the future, such provision shall not affect the validity and enforceability of the remaining provisions and they shall remain in force.

AMENDMENTS TO TERMS OF USE

The Supplier may amend these terms of use unilaterally.

The Supplier will give a notification of changes to the terms of use by publishing the amended terms on the website www.crm-service.com, in the Service or on the login page of the Service if the change is due to a change in legislation or a decision of an authority or initiated by the Supplier and if the change does not essentially increase the contractual obligations of the Customer or decrease its rights.

The change will apply after the notification on the website www.crm-service.com or in the Service.

If the change is not due to a change in legislation or a decision of an authority and it is done on the initiative of the Supplier and the change essentially increases the contractual responsibilities of the Customer or decreases its rights, the Supplier will notify the Customer about the change in advance in the Service or by mail. The change will apply from the date indicated in the notification, yet no sooner than one (1) month after the notification has been sent to the Customer.

The Agreement will stay valid with the changed content unless the Customer informs the Supplier within one (1) month from the sending of the notification that it does not accept the change. If the Customer does not accept the change, both parties have a right to terminate the Agreement.

The Customer is deemed to accept the change in the Agreement if it has received the notification about the change and continues to use the Service after the changes have entered into force.

The CRM Service Terms of Use are available at the address www.crm-service.com, and they will always indicate the date of the last modification.

