



LYYTI GENERAL TERMS OF SERVICE

Updated 24th of October 2022 (version v23.1).

1 GENERAL TERMS

1.1 These general terms apply to the Agreement between Lyyti Oy (“Supplier”) (2117752-6, Yliopistonkatu 29 B, 20100 Turku) and the Customer regarding the use of Lyyti service. They constitute an appendix to the Agreement and form an integral part of the Agreement. In these terms, the Company that has committed to these terms will be referred to as the “Customer”, and both parties jointly will be referred to as the “Parties”. In the event of a conflict between these Terms and provisions of the Agreement, the provisions of the Agreement shall prevail.

1.2 The Supplier has the right to review and update the terms at its own discretion and shall notify the Customer of such changes before such change enters into force. If the Customer does not accept the changes the Customer shall notify the Supplier. Each Party may then, at its own discretion, terminate the Agreement.

2 DELIVERABLE SERVICES

2.1 In the signing of the agreement, the deliverable services have been agreed in the order, service agreement, offer, or another written format (later “Services”).

2.2 The service is under constant development, and some new features may be subject to an additional fee, in which case their adoption will be agreed separately with the Customer. Ordering additional services does not require any separate amendment to the Agreement. The Customer may request an up-to-date description of the service from the Supplier.

2.3 The Customer has access to user support which scope depends on the license. In addition, the Supplier offers training, some of which may be subject to a fee when agreed separately.

2.4 Supplier reserves the right to make improvements, additions, and changes, or to remove temporarily or permanently functions of the Service or License at Supplier’s own discretion. Where such modification removes a material function of the Service, The Customer may terminate the Agreement with immediate effect.

3 INTELLECTUAL PROPERTY RIGHTS

3.1 The Supplier ensures that it owns the rights to the service and the data that the Supplier provides to the Customer. During the term of the Agreement, the Supplier grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable revocable license to access and use the Service.

3.2 Nothing in this Agreement shall be interpreted as a transfer of any Party's rights, or part thereof, to the other Party unless specifically agreed.

4 REFERENCE RIGHTS

4.1 The Supplier has the right to use the Customer's name and logo for reference purposes unless otherwise agreed in writing.

5 SERVICE TERMS AND CONDITIONS

5.1 The Customer's rights and limitations to using the Service have been defined in connection with the current license. If the limitations have not been set in connection with the license, the Customer shall have the right to use the Service within the limits of regular use. In that case, the use deviates from regular use if it jeopardizes the operation of the Service or the customer consumes significant amounts of resources needed to produce the service for example computing resources, disk space, email deliveries and other similar resources.

5.2 The Customer is responsible for the privacy implications regarding the use of the service and having permission to send communications to the participants, and for making sure that the contact information is active and up to date.

5.3 The Customer's right to use the Service can be limited or prevented entirely if payments have not been made within due dates or if the Service is materially misused, or if the Customer violates the general terms of Service or the Agreement in another integral way. The Supplier gives notification of the misuse of the Service before limiting the use of the Service and gives the Customer a reasonable amount of time to remedy the situation if doing so does not jeopardise the operation of the Service. The Supplier has the right to monitor the Customer's use of the Service to ensure that the use corresponds to the Service's general terms.

6 PAYMENT SERVICE

6.1 These terms apply only if the Customer adopts a payment service. Depending on

the license, the Customer has the possibility to adopt a payment service provided by the Supplier's partner. With the payment services, The Customer is able to sell products on their own account to the end customer, i.e. the participants of an event. In no circumstance is the Supplier a party in the transactions related to the Products.

6.2 The Customer is responsible for defining the maximum number of participants or buyers for each event or Product ("Capacity"). The Supplier ensures that the Capacity reported by the Customer is not exceeded. If goods are sold through the Service, the Customer is fully responsible for the delivery of the goods and for organising the appropriate return and cancellation rights if such rights must be provided to the Participant under legislation.

6.3 Paytrail

When the Customer adopts a payment service provided by the Supplier's partner Paytrail, the Customer must commit to the terms set down by Paytrail and provide Paytrail with the required information. Paytrail renders payments directly to the Customer according to an account period agreed upon separately.

6.4 Stripe

When the Customer adopts payment services provided by the Supplier's partner Stripe, the Customer also undertakes Stripe's Connected Account Agreement (<https://stripe.com/us/connect-account/legal>) which includes Stripe's Terms of Service (<https://stripe.com/us/legal>). Stripe reserves the right to change its terms of agreement. As a stipulation of using Stripe's payment service, the Customer commits to providing the Supplier with accurate information necessary for the purpose of making the agreement and for delivering this information to Stripe. The Customer consents to the Supplier having access to Participants' transactions via Stripe and the related information. Stripe renders payments directly to the Customer according to an account period agreed upon separately.

6.5 When using a payment service, the Customer is responsible for having the right to sell the Products and for ensuring that the Products are in compliance with good practices and applicable legislation. The Supplier has the right to discontinue the sale of any Product and to remove the Customer's access to the Service if the Customer violates these terms.

6.6 The Supplier reserves the right to at any time refuse the Customer access to the Payment Service or discontinue the provision of the Payment Service to the Customer without giving any reason.

6.7 The Supplier has the right to change its processes and offered payment methods

at its own discretion.

7 SUPPLIER'S OBLIGATIONS

7.1 The service will be at the Customer's disposal 24/7/365 excluding the necessary maintenance breaks or breaks in telecommunications. The Supplier is not responsible for any interruption of the service that is beyond the Supplier's control, for example interruptions in communication or network connections or other 3rd party services that are needed for the normal operation of the Service, but endeavours as far as possible to restore the connection to the Service without undue delay.

7.2 The Supplier maintains and updates an up-to-date description of the security of the service. The purpose of operations is to ensure the continuity of the service as well as the confidentiality and integrity of data. The Customer shall assess the suitability of the security and services for the needs and the Supplier shall provide information at request.

8 MATERIAL PRODUCED WITH THE SERVICE

8.1 The Customer will own all rights to the data content and materials produced with the service. If the Agreement is terminated, the Customer has the right to retrieve any data from the system before the agreement period ends.

8.2 The Supplier has the right to automatically delete from the service data that is over two years old, unless agreed otherwise.

8.3 For the sake of clarity, it is stated that the Supplier has the right to use the data generated in the Service, not including personal data and the Customer's materials, for the purpose of the development of the product and the service and for statistical analysis and aggregation.

9 CONFIDENTIALITY

9.1 The Parties undertake to keep confidential all material and information received from the other Party and to refrain from using it for other purposes than specified in the Agreement.

However, Confidential Material does not include material or information

- a) that is publicly available or otherwise public without the receiving Party having violated confidentiality; or
- b) whose unlimited transfer or use the Party specifically approves; or
- c) the Parties have the right to deliver or reveal Confidential Material if any legislation,

regulation or official requirement or court judgement so orders.

9.2 Unless otherwise agreed in writing, once the Agreement period ends, both Parties must immediately stop using the confidential material and information received from the other Party. However, each Party has the right to keep copies required by legislation or official requirements.

9.3 The rights and obligations related to this section are valid for 24 months after the agreement period ends. However, the obligation to maintain confidentiality will be enforced indefinitely with regard to the personal data included in the material.

10 TERM AND TERMINATION

10.1 The Service is provided on a subscription basis. The Customer's subscription is stated in the Order form or the Agreement. Unless otherwise specifically agreed, the Agreement term will automatically renew until terminated by either party at the end of the Agreement period.

10.2 The Service may be terminated at any time at the end of the current agreement period, however the notice shall be given 30 days before the beginning of the new agreement period.

10.3 The Customer shall not be entitled to recover any excess amount paid in advance unless the Agreement is terminated by the Supplier and the termination was caused by actions outside the control of the Customer.

11 PRICING AND INVOICING

11.1. Service prices are defined in the agreement, offer or another written format. The prices for usage-based fees are determined by rates that are in force at any given time. Value added tax shall be added to all prices.

11.2 The Supplier may adjust the pricing regarding the following agreement term. In case the prices are adjusted by the Supplier, the Supplier shall inform customers at least one month before the change. The Customer shall have the right to terminate or change the subscription before the start of the new agreement period.

11.3 The license fee for the agreed agreement period shall always be invoiced in advance. The term of payment is net 14 days unless otherwise agreed.

12 LIABILITY FOR DAMAGES

12.1 Neither Party shall be liable for any loss of profits, loss of production, reduced turnover in business and similar costs or losses or any other indirect damages. Both Parties' maximum liability for any event is limited to direct damages up to an amount corresponding to twelve months (12) fee for the Services.

12.2 Each Party shall present any claims against the other Party at the latest three (3) months from the date when the Party discovered, or should have discovered, the reason for the claim.

13 APPLICABLE LEGISLATION AND RESOLUTION OF DISPUTES

13.1 This Agreement is governed by Finnish law.

13.2 The Parties of the Agreement will strive to primarily resolve potential conflicts by negotiation. If negotiations cannot be carried out within a reasonable time, disputes will be resolved with arbitration proceedings according to the rules of the arbitration board of the Finland Chamber of Commerce. The dispute will be resolved by one arbitrator. Disputes concerning monetary claims may however be resolved in the District Court of Varsinais-Suomi (Varsinais-Suomen käräjäoikeus).