

1. **General**

ReceiptHero Oy has developed an open ReceiptHero ecosystem for receipts that enables the transmission of electronic receipts ("**ReceiptHero**").

ReceiptHero can be utilised by merchants who produce receipts ("**Merchants**"), application developers who process receipts ("**Application Developers**", in relation to their applications ("**Partner Applications**"), business customers along with their representatives ("**Business Customers**"), as well as consumers who have reached the age of majority ("**Consumers**", Business Customers and Consumers also referred to hereinafter as "**End Users**"). The Application Developer may request ReceiptHero to process also the electronic receipts of those Application Developer's customers who have no contractual relationship with ReceiptHero ("**Application Developer's Customers**").

These terms and conditions define the terms in accordance with which ReceiptHero will be integrated as part of the Partner Application and under which the Application Developer may use ReceiptHero in his business.

2. **Agreement**

These terms and conditions, together with the Privacy Notice available on ReceiptHero's website, as well as any other contractual appendices separately identified by ReceiptHero and the Application Developer, form the entire agreement concerning ReceiptHero between ReceiptHero and the Application Developer ("**Agreement**").

The Agreement is concluded when the Application Developer has approved the Agreement in writing. In case of conflicts between the Agreement documents, the ReceiptHero's Privacy Notice and the other contractual appendices provided by ReceiptHero, complementing one another without any order of precedence, will take precedence over these terms and conditions.

3. **Integration**

ReceiptHero is integrated into the Partner Application under a separate integration project ("**Integration**"). Integration is executed through interfaces provided by ReceiptHero and in accordance with ReceiptHero's requirements and specifications.

The Application Developer performs the Integration at its own expense and in its desired schedule, unless otherwise agreed in the Agreement. The Application Developer keeps ReceiptHero aware of the progress of the Integration and answers ReceiptHero's questions about Integration without undue delay.

The Application Developer may begin to utilise ReceiptHero when ReceiptHero has approved the Integration in writing.

4. **Principal Tasks of the Application Developer**

The principal tasks of the Application Developer are (i) to provide End Users with inspection and viewing services of electronic receipts ("**ReceiptHero Receipt**") and other added value services based on ReceiptHero Receipts; (ii) to provide End Users with so called first level support services in case of faults or defects in ReceiptHero, (iii)

to, for their own part, maintain the Integration, Partner Application and other operational environments or network connections that are necessary for the functioning of ReceiptHero, and (iv) to, for their own part, strive to ensure that End Users do not misuse ReceiptHero.

The Application Developer is also responsible for ensuring that its own staff, who are in contact with ReceiptHero, are familiar with the basic features and operating principles of ReceiptHero, and are committed to confidentiality in the processing of data.

Upon request of ReceiptHero or a Business Customer, the developer shall promptly prevent Business customer representatives from accessing ReceiptHero in connection with the Partner Application, who are no longer employed by Business Customer.

In addition, the Application Developer shall, at the request of ReceiptHero or the End User, delete the data of End Users for which the deletion or termination of processing has been requested by the End User under data protection legislation, and otherwise provide reasonable assistance in the fulfilment of other obligations arising from data protection legislation.

5. Partner Application and Services of the Application Developer

The Application Developer is obligated to include ReceiptHero's Terms and Conditions for End Users and ReceiptHero's Privacy Notice as part of the Partner Application so that the End User, who activates ReceiptHero through the Partner Application, approves the above mentioned terms in connection with the activation process. The execution of these features will be defined in detail and accepted in connection with the Integration.

The Application Developer defines the exact content of the services offered by the Application Developer to End Users as well as the applicable terms and fees, and is solely responsible for the production of the services.

6. Maintenance, Faults and Support Services of ReceiptHero

ReceiptHero makes reasonable efforts to ensure that ReceiptHero and its interfaces are available 24 hours per day every day of the year, excluding the development and service windows of which ReceiptHero endeavours to communicate well in advance.

In case of a fault or a defect, the Application Developer must notify ReceiptHero without delay. The Application Developer must also provide End Users so called first level support in case of faults or defects.

ReceiptHero delivers the Application Developer the necessary instructions and materials for the provision of first level support services. The Application Developer may escalate an End User's support request to ReceiptHero for so called second level support, if the support request cannot be solved with the help of the instructions and materials provided by ReceiptHero.

7. Modifications

ReceiptHero may develop and modify ReceiptHero. ReceiptHero has the right to modify these Terms and Conditions, ReceiptHero Terms and Conditions for End Users as well as the ReceiptHero Privacy Notice by informing of this for at least 90 days in advance. If the Application Developer uses ReceiptHero thereafter, such use is considered to be an acceptance of the updated Terms and Conditions, Terms and Conditions for End Users or Privacy Notice. Application Developer must provide the updated terms as part of the Partner Application.

The modifications of other agreement documents must be separately agreed in writing in order for them to be valid

8. Marketing and references

After the Integration is completed, the Application Developer informs its customers of the implementation of ReceiptHero.

During the term of the Agreement, the Application Developer has the right to use trademarks referring to ReceiptHero in accordance with good business practices.

ReceiptHero has the right to use the Application Developer's name or logo as well as the parties' co-operation, based on this Agreement, as a reference in accordance with good business practices.

9. Charges and Expenses

The fees charged by ReceiptHero from the Application Developer are specified in the Agreement. Both parties are responsible for their own expenses related to this Agreement and its execution (including expenses relating to the devices, software or network connections required for the use of ReceiptHero), unless otherwise agreed in writing.

10. Data Protection

ReceiptHero complies with personal data legislation in force in Finland as well as the Privacy Notice available on ReceiptHero's website, which the Application Developer confirms to have carefully familiarised with itself.

The Application Developer undertakes for its own part to process ReceiptHero Receipts and other End User's information in accordance with personal data legislation in force in Finland from time to time.

The Application Developer ensures that those persons who have the right to process personal data are bound to comply with the obligation of professional secrecy. The Application Developer assists and realizes the implementation of registered rights in relation to their own operations and ReceiptHero functions.

The Application Developer is the data controller for the personal data of End Users it receives from ReceiptHero and which it processes in its own business.

To the extent that ReceiptHero processes data concerning Application Developer's Customers, the data controller is the Application Developer and the processor is ReceiptHero. Unless otherwise agreed between ReceiptHero and the Application Developer, the following shall apply for the processing of Personal Data of the Application Developer's Customers:

A. ReceiptHero's obligations and rights

- i. ReceiptHero processes personal data only on behalf of the Application Developer and in accordance with data protection legislation and the contract terms and Privacy Notice of ReceiptHero;
- ii. ReceiptHero will carry out any transfer of personal data outside the EU/EEA area only in accordance with data protection legislation and the contract terms and Privacy Notice of ReceiptHero;
- iii. ReceiptHero processes personal data only in accordance with documented instructions provided by the Application Developer, unless otherwise required by mandatory legislation applicable to ReceiptHero;
- iv. ReceiptHero ensures that persons entitled to process personal data are either committed to comply with the obligation of secrecy or are subject to an appropriate statutory obligation of secrecy;
- v. ReceiptHero will take mandatory technical and organisational measures, such as security measures, concerning the processor to ensure the security of processing;
- vi. ReceiptHero assists the Application Developer by appropriate technical and organisational measures, where possible, to fulfil the controller's obligation to respond to requests for the exercise of the rights of the data subject;
- vii. ReceiptHero assists the Application Developer, at its request, to comply with the requirements of data protection legislation, which concern the Application developer, or to verify, or to demonstrate compliance by the Application Developer with such requirements, and makes all information available to the Application Developer that is necessary to act as a processor and to demonstrate compliance with the legislation;

- viii. ReceiptHero assists the Application Developer to ensure that the obligations imposed on the Application Developer as a data controller regarding processing security, notification of data breaches to data subjects and authorities, and conducting an impact assessment and the prior consultation relating to it are complied with as far as the processing of ReceiptHero is concerned, taking into account the nature of the processing and the information available to the processor;
- ix. ReceiptHero will delete or return, at the request of the Application Developer, any personal data whose processing is no longer necessary after the end of the agreement between the Application Developer and ReceiptHero, unless otherwise required by mandatory legislation applicable to ReceiptHero;
- x. ReceiptHero allows and participates in audits carried out by the Application Developer or another authorised auditor of the Application Developer, such as examination;
- xi. ReceiptHero shall inform the Application Developer without undue delay upon receipt of information about the personal data breach, or if it considers that the instructions given by the Application Developer for the processing of personal data are unlawful;
- xii. ReceiptHero may use contractual obligations to perform the services of other processors and transfer personal data for this purpose without prior consent from the Application Developer to a country outside the EU/EEA in accordance with data protection legislation;
- xiii. ReceiptHero is responsible for fulfilling the obligations of the other processor it uses in relation to the Application Developer; and
- xiv. ReceiptHero has the right to charge the Application Developer for the above measures on an hourly basis based on its current price list.

B. The Application Developer's obligations and rights

- i. The Application Developer must process personal data in compliance with data protection legislation and good data processing practices;
- ii. The Application Developer is obliged to provide, at its expense, ReceiptHero with binding written instructions and necessary information regarding the processing of personal data;
- iii. The Application developer is responsible for all data controller's obligations under data protection legislation in relation to data subjects (including informing data subjects about the processing of personal data) and ReceiptHero, and also that its instructions on the processing of personal data are in accordance with data protection legislation;
- iv. The Application Developer represents and warrants that it has the right to provide the personal data that it provides to ReceiptHero
- v. The Application Developer represents and warrants that it has obtained the necessary consents from its customers for marketing described further in the Privacy Policy of ReceiptHero; and
- vi. The Application Developer authorises ReceiptHero to process the personal data it has provided in accordance with these terms and conditions.

C. Instructions for the processing of personal data provided by the Application Developer

- i. ReceiptHero must process personal data concerning the Application Developer's Customers in order to identify the electronic receipts of Application Developer's Customers among other electronic receipts processed by ReceiptHero and to transmit them onwards in the manner agreed in further detail with the Application Developer in connection with the Integration or otherwise;
- ii. ReceiptHero has the right to add marketing messages to the electronic receipts of the Application Developer's Customers and to generate information on the Application Developer's Customer's electronic receipts in anonymous statistical format, as described in more detail in the Privacy Notice of ReceiptHero;

- iii. The personal data processed by ReceiptHero concerns the electronic receipts of Application Developer's Customers and the information contained by said receipts, such as the seller and its contact details, purchases with prices and taxes, the time when the receipt was issued, the receipt identifier and the payment card used in connection with the purchase, as well as other customary information on the receipt.

11. Data Security

ReceiptHero implements ReceiptHero in accordance with standard security policies, such as encryption of transmitted data and limited backups. ReceiptHero has the right to temporarily disable access to ReceiptHero, if (i) the Application Developer, or the devices or software used by the Application Developer, potentially endanger the data security of ReceiptHero or third parties, or if (ii) a serious information security threat is directed at ReceiptHero.

12. Intellectual Property Rights

ReceiptHero or its licensors own all intellectual property rights to ReceiptHero (including copyright, databases, trademarks, design rights, patents, utility models, domain names and the applications for such).

The Application Developer may utilise ReceiptHero only in accordance with the Agreement and for the term of the Agreement. The Application Developer acknowledges and agrees that ReceiptHero and its background software contain ReceiptHero's and third parties' business secrets, such as the source code of the software, the specific design of the software components, structural formula and logics, programming techniques and related documents. Copying, dismantling, inspecting or reverse engineering of ReceiptHero or its background software is prohibited. The Application Developer agrees not to use any open source code components that could impose obligations to disclose of the source code of ReceiptHero's background software.

In case a third party claims that ReceiptHero infringes its intellectual property rights, ReceiptHero has the right (i) to acquire the necessary licences in order to continue the provision of ReceiptHero, (ii) modify ReceiptHero in order to eliminate the infringement or (iii) terminate the Agreement with immediate effect. ReceiptHero does not have any other responsibilities or obligations in such situations.

13. Confidentiality

The parties agree to keep confidential any material and information received from the other party, which have been marked as confidential or have to be understood to be confidential ("**Confidential Information**").

Information that (i) is generally available or otherwise public, (ii) was received from a third party without a confidentiality obligation, (iii) was in the possession of the receiving party, with no confidentiality obligation applicable, before receiving it from the other party, or (iv) which the other party has independently developed without utilising the other party's Confidential Information, is not deemed to be Confidential Information.

The parties agree not to use Confidential Information for any other purposes than those specified in the Agreement and for those only for the term of the Agreement. After the Agreement has expired, the parties must return any Confidential Information received from the other party without delay or verifiably destroy them.

The obligations defined in this section 13 will be in force for the term of the Agreement and in any case for the duration of three (3) years from the disclosure of the Confidential Information, even if the Agreement was to expire earlier. This section does not limit a party's statutory responsibilities relating to business or trade secrets.

Notwithstanding this section 13, a party has the right to use the data collected via the use of ReceiptHero in its own business operations and disclose to third parties or otherwise publish the said data, provided that the data is anonymised or otherwise used in a form that does not endanger the protection of a party's Confidential Information. However, section 10 will always be applied to End Users' purchase and personal data.

14. No Warranties, Limitations of Liability

The Application Developer utilises ReceiptHero at its own risk. To the extent permitted by compelling legislation, ReceiptHero is offered "as is" without any warranties regarding its availability, usability, accuracy or applicability for certain purposes.

ReceiptHero is not liable for direct or indirect damages, such as loss of data or its recreation, loss of profit or interest, decrease of revenue, harm to reputation, cover purchases, third party injuries or other unforeseeable damages.

15. Term of Agreement

The Agreement is in force until further notice or for the duration specified in the Agreement. Both parties have the right to terminate a non-fixed term Agreement for convenience with a six months' notice period. The terms of the Agreement shall be complied with during the notice period.

Both parties have the right to terminate the Agreement for cause with immediate effect, if (i) the other party has materially breached the Agreement and it has not corrected its behaviour within 14 days after receiving the other party's written notification of a contract breach, or if (ii) the other party goes bankrupt, is placed in corporate debt reorganisation or otherwise becomes unable to meet its responsibilities under the Agreement.

When the Agreement has ended, the End Users' ReceiptHero Receipts and other purchase and personal information must be destroyed in accordance with ReceiptHero's Privacy Notice, unless compelling legislation or the consent given by the End User to the Application Developer provide otherwise.

16. Force Majeure

A party is not responsible for delay or damage that is due to an obstacle outside of the influence of a party and which a party could not reasonably have been expected to take into consideration at the time of entering into the Agreement, and the consequences of which the party could not reasonably prevent or overcome, and due to which the fulfilment of the party's obligations or responsibilities becomes unreasonably difficult or

impossible ("**Force majeure**"). A Force majeure is, for example, war, demonstration, labour dispute, strike, industrial action, fire, natural disaster, communications disruption or other similar event. A party has a right to terminate this Agreement with immediate effect, if a Force majeure has had an impact or will have an impact to the fulfilment of the Agreement for at least 30 days.

17. Other Terms

Applicable law and dispute resolution. Laws of Finland shall be applied to the Agreement. Disputes arising from or in connection with the Agreement will be first and foremost solved by negotiations between the parties. If no satisfactory conclusion for both parties is reached within 60 days of the commencement of the negotiations, the matter shall be solved in the District Court of Pirkanmaa as a first instance.

Transfer of the Agreement, subcontracting. A party has the right to assign the Agreement, in whole or in part, to a third party to whom the business activities described in the Agreement are transferred to, or to a company belonging in the same group of companies. In other situations the assignment requires the other party's consent. A party has a right to use subcontractors in fulfilling this Agreement. A party is responsible for the actions of its subcontractors as for its own.

Partial invalidity. If any provision of this Agreement is later found to be void or invalid by a final judgment of a competent court of law or by another authority, such invalidity will not invalidate the entire Agreement, but the Agreement remains in force in all other respects. The parties agree that a void or invalid term will be replaced by a corresponding term agreed by both parties and the purpose of such a term shall be as equivalent as possible to the economic objectives of the void or invalid term.