

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 jointly referred to as "**End Users**" hereinafter).

These terms and conditions define the terms in accordance with which End Users may utilise ReceiptHero.

2. **Summary**

ReceiptHero transmits electronic receipts and thereto related personal data related between different actors. With ReceiptHero, End Users will receive electronic receipts for their purchases with Merchants. Additionally, End Users may activate ReceiptHero in connection with Partner Applications, and thereby receive from Application Developers services based on electronic receipts.

ReceiptHero can add to the electronic receipts marketing messages from Merchants or Application Developers, or perform other marketing on behalf of the Merchants or Application Developers. ReceiptHero can also compile from the electronic receipts anonymous statistical reports and disclose such reports to Merchants in accordance with the Privacy Notice of ReceiptHero.

End Users use ReceiptHero at their own risk. The use of ReceiptHero is free of charge, but the services offered by Application Developers may entail separate fees.

3. **Agreement**

In order to use ReceiptHero, each End User is required to accept these terms and conditions as well as the Privacy Notice available on ReceiptHero's website. These documents will form the entire agreement concerning the use of ReceiptHero between ReceiptHero and the End User ("**Agreement**").

The Agreement is concluded when the End User has accepted these terms and conditions and ReceiptHero's Privacy Notice, or, at the latest when the End User has commenced using ReceiptHero. An agreement between a Business Customer and ReceiptHero may also include other appendices and may require that a valid employment relationship exists between the Business Customer and the representative of the Business Customer.

In case of conflicts between the agreement documents, ReceiptHero's Privacy Notice (as well as the agreement between ReceiptHero and the Business Customer) will take precedence over these terms and conditions.

The potential agreements concluded by the End User with the Application Developers or Merchants are not a part of the Agreement.

4. Activating ReceiptHero and Partner Applications

ReceiptHero is activated through registration at ReceiptHero's online service for End Users or in connection with a Partner Application.

In connection with the registration, the End User gives his/her contact details as well as his/her personal identifiers used in connection with the transactions, such as payment card information or email address ("ReceiptHero Identifier"). The End User can use the ReceiptHero Identifier to activate ReceiptHero in connection with new Partner Applications.

The End User is responsible for the information they have provided and that the End User has obtained the necessary authorisations to utilise the provided identification information. Using a third party's identification information without authorisation is strictly prohibited and may lead to criminal liability.

ReceiptHero has the right to disable such ReceiptHero Identifiers it suspects are misused or whose user is no longer employed by the Business Customer in question.

5. Provision, Transmission and Inspection of ReceiptHero Receipts

An electronic receipt transmitted by ReceiptHero ("**ReceiptHero Receipt**") contains such basic information that is also included in a regular receipt, such as the seller's contact details, the purchased items or services and the price of the purchase including taxes, date of the issuing of the receipt and the identifier of the receipt.

ReceiptHero Receipts are offered by Merchants who utilise ReceiptHero. In order to receive a ReceiptHero Receipt, a ReceiptHero Identifier must be used in connection with the transaction. A ReceiptHero Receipt is produced in connection with the transaction based on the ReceiptHero Identifier in question. Thereafter, a ReceiptHero Receipt is transmitted onwards to the End User in the manner described in more detail in the ReceiptHero Privacy Notice. Since the Merchants are entitled to prohibit the transmission of ReceiptHero Receipts to certain Partner Applications, it is possible that certain ReceiptHero Receipts are not available or usable in all Partner Applications.

ReceiptHero Receipts can be inspected at ReceiptHero's online service and in certain Partner Applications. Also, if so requested by the End User, the ReceiptHero Receipts are forwarded to the End User's personal communication tools (such as email address or Facebook Messenger application). The forwarding times, views, and archiving times of ReceiptHero Receipts may vary between applications.

6. Application Developer's Services and Partner Applications

In connection with the Partner Applications, the Application Developers may offer to End Users receipt inspection and viewing services and other services based on ReceiptHero Receipts. The services provided by Application Developers to End Users may be subject to a fee and may require a separate agreement with the Application Developer. The details of the services provided by Application Developers are defined in the agreement between the End User and the Application Developer.

7. ReceiptHero's Maintenance and Defects

ReceiptHero makes reasonable efforts to ensure that ReceiptHero is 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 fault-related queries such as questions concerning delayed or missing ReceiptHero Receipts, the End User may contact ReceiptHero directly. If the fault concerns a Partner Application or only appears in connection with a Partner Application, or relates to the services of an Application Developer, the End User must contact directly the Application Developer in question.

8. Modifications

ReceiptHero may develop and modify ReceiptHero. ReceiptHero has the right to modify these terms and conditions as well as the ReceiptHero's Privacy Notice by notifying the End User at least 90 days in advance. If the End User uses ReceiptHero thereafter, such use is considered to be an acceptance by the End User of the updated terms and conditions or Privacy Notice.

9. Charges and Expenses

ReceiptHero is provided free of charge to End Users. The End User is responsible for any expenses resulting from the use of ReceiptHero, such as expenses relating to the devices, software or network connections required by ReceiptHero. The End User is also responsible for possible charges relating to the services offered by Partner Applications.

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 End User confirms to have carefully familiarised himself/herself with.

11. Data Security

ReceiptHero enforces customary data security policies, such as the encryption of transmitted data and limited backups. ReceiptHero has the right to temporarily disable access to ReceiptHero, if (i) the End User, or the devices or software used by the End User, 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).

End User can utilise ReceiptHero only in accordance with the Agreement and for the term of the Agreement. End User acknowledges and agrees that ReceiptHero and its background software contain business secrets of ReceiptHero and third parties, such as the source code of the software, specific design of the software components, constitu-

tional formula and logics, programming techniques and related documents. Copying, dismantling, inspecting or reverse engineering of ReceiptHero or its background software is prohibited.

If 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. In such situations, ReceiptHero has no other liability or obligation.

13. No Warranties, Limitations of Liability

The utilisation of ReceiptHero is at the End User's own risk. To the extent permitted by mandatory law, ReceiptHero is offered "as is" without any warranties regarding its availability, usability, accuracy or applicability to 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, nor is it liable for the services provided by Partner Applications or the products or services purchased from Merchants.

14. Term of the Agreement

The Agreement is in force until further notice or, in regard to a Business Customer, for a fixed term specified in the Agreement. The Consumer has the right to cancel the Agreement within 14 days of concluding the Agreement or activating ReceiptHero by notifying ReceiptHero in writing.

End User has a right to terminate the Agreement for convenience at any time without a notice period by informing ReceiptHero in writing. ReceiptHero and Business Customer have a right to terminate a non-fixed-term Agreement for convenience by complying with a 60-day notice period. The terms of the Agreement shall be complied with during the notice period.

Both parties also 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) Business Customer or ReceiptHero go bankrupt, are placed in corporate debt reorganisation or otherwise become unable to meet their responsibilities under the Agreement.

After the Agreement has ended, the End User's ReceiptHero Receipts and other personal data will be destroyed in accordance with ReceiptHero's Privacy Notice, unless compelling legislation provide otherwise.

15. Force Majeure

A party is not responsible for delay or damage that is due to an obstacle outside of the influence of a party, which a party cannot 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 fulfilling 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 Force majeure has had an impact or will have an impact to the fulfilment of the Agreement for at least 30 days.

16. 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 through negotiations between the parties. If, within 60 days, the negotiations do not result in a satisfactory outcome to the Parties, disputes shall be resolved in the District Court of Pirkanmaa as a first instance. A Consumer, however, has always the right to submit a matter related to the Agreement to the Finnish Consumer Disputes Board.

Transfer of the Agreement, subcontracting. ReceiptHero and Business Customer have a 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. ReceiptHero has a right to use subcontractors in fulfilling this Agreement. ReceiptHero is responsible for the actions of its subcontractors like it is 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 or will not invalidate the entire Agreement, but the Agreement remains in force in all other respects.