

1. General

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

These terms and conditions define the terms in accordance with which ReceiptHero is integrated as part of a business' cash register systems, payment services, applications or online store and according to which a business can provide electronic receipts to its customers who utilise ReceiptHero.

2. Definitions

Merchant means an operator that offers electronic receipts with ReceiptHero and has a contractual relationship with ReceiptHero. **Application Developer** means an operator who processes receipts transmitted by ReceiptHero and has a contractual relationship with ReceiptHero. **Partner Application** means an Application Developer's application that is interconnected with ReceiptHero. **Application Developer's Customer** means an Application Developer's customer who has no contractual relationship with ReceiptHero, but whose payment card data and receipts are processed by ReceiptHero in accordance with the agreement between the Application Developer and ReceiptHero. **Business Customer** means both a company that utilises ReceiptHero as well as its representatives. **Consumer** means a consumer customer. **Consumer** means a consumer customer that uses ReceiptHero. **End User** means both Business Customers and Consumers that have a contractual relationship with ReceiptHero. **A ReceiptHero Identifier** is an End User's personal identifier, such as payment card information or email address that the End User uses to utilise ReceiptHero. **ReceiptHero Receipt** means an electronic receipt that ReceiptHero transmits between Merchants and Partner Applications and to End Users.

3. Agreement

These terms and conditions along with the Privacy Notice available on ReceiptHero's website together form the entire agreement concerning ReceiptHero between ReceiptHero and the Merchant ("**Agreement**").

The Agreement is concluded when the Merchant has approved the Agreement in writing. In case of conflicts between Agreement documents, these terms and conditions will be applied, unless otherwise specifically agreed in the Privacy Notice.

If a Merchant uses an application, which it wishes to turn into ReceiptHero's Partner Application, this must be separately agreed with ReceiptHero.

4. Integration, Authorisation

ReceiptHero will be integrated into the Merchant's cash register systems, payment services, applications or online store under a separate integration project ("**Integration**").

Integration will be carried out through the interfaces offered by ReceiptHero and in accordance with ReceiptHero's requirements and specifications. The Merchant executes the Integration at its own expense and in its desired schedule. The Merchant keeps

ReceiptHero informed about the progress of the Integration and answers to ReceiptHero's questions regarding Integration without undue delay.

To the extent that the Merchant uses the cash register systems or payment services of ReceiptHero's co-operation partners (a list of partners is available from ReceiptHero), the Merchant authorises ReceiptHero to perform the Integration on behalf of the Merchant.

The Merchant may begin to utilise ReceiptHero when ReceiptHero has either approved the Integration or notified of the Integration's completion of in writing.

5. Principal Tasks of the Merchant

The Merchant must, for their own part, maintain the Integration as well as the Merchant's cash register systems, payment services, applications, online store, operational environment or network connections that are necessary for the functioning of ReceiptHero. Additionally, the Merchant is responsible for ensuring that its personnel is familiar with ReceiptHero's basic functions and operational guidelines and is committed to comply with the obligation of secrecy regarding the processing of personal data.

The Merchant is also responsible for its warranty or other obligations relating to the goods or services purchased by an End User as well as for complying with the laws and regulations relating to the provision of receipts at all times.

6. Maintenance of ReceiptHero and Defects

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 the Merchant detects a fault or a defect in the ReceiptHero service, it must notify ReceiptHero without delay, and upon ReceiptHero's request, to a reasonable extent participate in the resolving of the fault or defect with ReceiptHero and/or Application Developer.

7. Modifications

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

8. Marketing and References

After the Integration is completed, the Merchant will inform its customers of the implementation of ReceiptHero.

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

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

9. Charges and Expenses

ReceiptHero does not charge the Merchant separate fees for the basic use of ReceiptHero, and ReceiptHero Receipts are produced without separate costs for the Merchants. Possible marketing or statistical services provided by ReceiptHero to the Merchant are agreed separately between the Merchant and ReceiptHero. However, both parties are responsible for their expenses incurred in relation 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 Merchant confirms to have carefully familiarised itself with.

ReceiptHero acts as the controller for its own customers, i.e. the receipts and other personal data of the End Users. The Application Developer acts as the data controller for receipts and other personal data of the Application Developer's Customer, whereas ReceiptHero acts as the data processor for the same. The Merchant acts as the data controller and ReceiptHero as the data processor for the personal data that concerns those receipts of the Merchant that do not relate to the End Users of ReceiptHero or the Application Developer's Customers ("**Merchant's Other Customers**").

The Merchant may choose to implement the Integration in such a way that only receipts of ReceiptHero's End Users and Application Developer's Customer are delivered to ReceiptHero, in which case ReceiptHero will not process any receipts of the Merchant's Other Customers. The implementation of the integration in this way and the reimbursement of any costs arising therefrom shall be agreed separately between the Merchant and ReceiptHero. Unless otherwise agreed by the parties, the following shall apply for the processing of the personal data concerning Merchant's Other Customers:

A. ReceiptHero's obligations and rights

- i. ReceiptHero processes personal data only on behalf of the Merchant 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 Policy of ReceiptHero;

- iii. ReceiptHero processes personal data only in accordance with documented instructions provided by the Merchant, 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 Merchant 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 Merchant, at its request, to comply with the requirements of data protection legislation, which concern the Merchant, or to verify, or to demonstrate compliance by the Merchant with such requirements, and makes all information available to the Merchant that is necessary to act as a processor and to demonstrate compliance with the legislation;
- viii. ReceiptHero assists the Merchant to ensure that the obligations imposed on the Merchant 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 Merchant, any personal data whose processing is no longer necessary after the end of the agreement between the Merchant and ReceiptHero, unless otherwise required by mandatory legislation applicable to ReceiptHero;
- x. ReceiptHero allows and participates in audits carried out by the Merchant or another authorised auditor of the Application Developer, such as examination;

- xi. ReceiptHero shall inform the Merchant without undue delay upon receipt of information about the personal data breach, or if it considers that the instructions given by the Merchant 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 Merchant 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 Merchant; and
- xiv. ReceiptHero has the right to charge the Merchant for the above measures on an hourly basis based on its current price list.

B. The Merchant's obligations and rights

- i. The Merchant must process personal data in compliance with data protection laws and good data processing practices;
- ii. The Merchant is obliged to provide, at its expense, ReceiptHero with binding written instructions and necessary information regarding the processing of personal data;
- iii. The Merchant 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 Merchant represents and warrants that it has the right to provide the personal data that it provides to ReceiptHero; and

- v. The Merchant 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 Merchant

- i. ReceiptHero must process personal data solely in order to identify, among the personal information provided by the Merchant, the receipts of those customers that concern the End Users of ReceiptHero or Application Developer's Customers, so that ReceiptHero can process the receipts in question in accordance with the contract terms and the Privacy Notice of ReceiptHero and in a more detailed manner agreed with the Application Developer;
- ii. ReceiptHero shall delete all such personal data provided by the Merchant that ReceiptHero is not able to identify as concerning its End Users or Application Developer's Customers within five (5) working days from the date of receipt of the information from the Merchant;
- iii. The personal data processed by ReceiptHero concerns the electronic receipts of the Merchant's Other Customers and the information contained by said receipts, such as the seller's 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; and
- iv. The personal data to be processed concern the receipts of all the customers of the Merchant.

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 Merchant, or the devices or software used by the Merchant, 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 Merchant may utilise ReceiptHero only in accordance with the Agreement and for the term of the Agreement. The Merchant 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.

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**").

Confidential information is not deemed to be information that (i) is generally available or otherwise public, (ii) is 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) the other party has independently developed without utilising the other party's 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' transactional and personal data.

14. No Warranties, Limitations of Liability

The Merchant 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 the Agreement

This Agreement is in force until further notice. Both parties have the right to terminate the Agreement for convenience with a 6 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.

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 circumstances the transfer of the Agreement requires the written consent of the other party. 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.