



## Terms of Service Agreement: Table of Contents

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## TERMS OF SERVICE AGREEMENT

### Terms of Service Agreement 2024 Version 1.0

Renance – Automated Financial Services Oy (business ID: 2697751-4) (the “**Vendor**”, “**we**”, “**our**” or “**us**”) provides use of its online expense software service called Bezala (“**Bezala**” or the “**Service**”) (<https://bezala.com/>). The use of Bezala is subject to the following Terms of Service (the “**Terms**”). This Terms of Service Agreement including its appendices listed below, order form and/or any other agreement constitutes the entire agreement (“**Agreement**”) between you and the Vendor as set out in the Agreement, regarding your use of the Service. Please read these Terms carefully. You may authorize your employees or other individual users such as accountants (collectively, the “**Users**”) to use the Service. You agree that you are fully responsible with respect to any use of the Service-by a User, including any breach by a User of these Terms.

The following appendices form an inseparable part of and are subject to the terms and conditions of these Terms:

Annex: [Data Processing Agreement](#) (“**DPA**”)

Annex: Bezala Service Description

In the event of any conflicting terms in the Terms and its appendices, the Terms shall take precedence over the appendices, except in any matters relating to the processing of personal data, in which case the Data Processing Agreement shall take precedence.

### 1. THE SERVICE

1.1 This Service allows, for example, an employer or an organization (“**Customer**” or “**you**”) to offer its personnel, members, and accountants an easy way to process, approve and manage, among other things, travel, and expense claims. The Service can be used with a web browser (<http://app.bezala.com/>) or a mobile device via the Bezala application. A more detailed description of the Service is available in Bezala Service Description valid at any given time.

1.2 These Terms, enter into force when the Customer registers for the Service or by signing a separate Agreement, which gives the Customer and its Users the right to use the Service.

### 2. BASIC INFORMATION AND ACCOUNT REGISTRATION

2.1 The Customer shall ensure that the Vendor always has up-to-date basic information about the Customer, such as contact and invoicing information.

2.2 Each Customer’s User must register to use the Service. As Customer, you agree to, and make all Users to: (a) provide accurate, current, and complete information as may be prompted by registration forms on the Service (“**Registration Data**”); (b) maintain the security of, and not share with any third party, any logins, passwords, or other credentials that you or any User selects or that are provided to you or any Authorized user; (c) maintain and promptly update the Registration Data, and any other information you or any User provides to us, and to keep all such information accurate, current, and complete; and (d) notify us immediately of any unauthorized use of any User account or any other breach of security. Any activity on a User’s account shall be the sole responsibility of the Customer.

### 3. DELIVERY TIME, FEES AND PAYMENT

3.1 The Customer undertakes to pay all fees related to the use of the Service. The fees are specified in the price list valid at any given time, which can be found at the web page <https://bezala.com/> or in a separate written contract between the parties. The applicable value added tax is added to the prices.



3.2 We will do our best to make the Service available to you as quickly as possible after the Agreement enters into force as mutually agreed in a deployment plan, or no later than four weeks after the order. From the starting month, we invoice the licenses for all Users brought to the Service, after which the invoicing takes place according to the Agreement.

3.3 Monthly licenses of the basic service are invoiced according to the number of active users in each month. An active user is defined as a User who enters at least one receipt, per diem or mileage allowance or reward into the Service per month or saves or updates information into the Service ("**active user**"). The approval of expense and travel invoices is also counted as active use.

3.4 As an additional service, we offer a reminder service for corporate credit card receipts ("**Additional Service**"). We invoice for this Additional Service in all months when these credit card invoices have been imported into the Service and reminders have been sent to credit card users, even if the Users in question do not use the Service in that month.

3.5 For any other additional services, for example, separately agreed support and/or IT consultancy, that has been ordered by the Customer, the Vendor has the right to invoice an hourly fee for such work and necessary reasonable travelling and other costs.

3.6 The services fees, if not otherwise agreed for ordered Services, are by default invoiced once a month to the Customer based on the previous month's usage. The payment term is 14 days net. The Customer undertakes to pay its invoice by the due date. By default, the invoices will be sent in an electronic format. For late payments a legal interest as well as a collection fee will be charged.

3.7 Fees paid in advance for the Service will not be refunded if this Agreement is terminated.

#### **4. ACCESS AND USE RESTRICTIONS**

4.1 The Vendor hereby grants you the right to access Bezala and use the Service, subject to your compliance with these Terms always, including timely payment of all applicable fees. Your right to access and use the Service is personal, limited to your business purposes, non-transferable, non-exclusive, and revocable.

4.2 Your access and use of the Service are based on the authorizations. The User must have one of the following authorizations:

- Employee's authorization: The User has only access to his/her own materials.
- Administrator's authorization: In addition to the Employee's authorization, the User can make changes to the Customer's user base and the Service settings.
- Accountant's authorization: The User is the Customer's accountant, and therefore s/he can view, and use materials uploaded to the Service by Users for accounting purposes.

4.3 Without limiting the generality of the foregoing, you will not, will not attempt to, and will not permit or encourage any third party to:

- a) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain improper access to any software component of the Service, in whole or in part;
- b) modify or create derivative works of the Service, in whole or in part;
- c) use the Service in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party;
- d) interfere with or disrupt the integrity of the Service or any content or data contained therein or transmitted thereby;
- e) access, monitor, or copy any content, information or processes of the Service using any robot, spider, scraper, or other automated means or any manual process for any purpose without our express written permission;



- f) violate the restrictions in any robot exclusion headers on the Service or bypass or circumvent other measures employed to prevent or limit access to the Service;
- g) take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
- h) “frame”, “mirror”, sell, resell license or sublicense, rent, or lease any portion of the Service or otherwise incorporate any part of the Service into any other website without our prior written authorization;
- i) input any virus, malware, or other harmful code into the Service;
- j) use the Service or any Bezala Confidential Information for benchmarking or competitive analysis with respect to competitive or related products or services or to develop, commercialize, license, or sell any product, service, or technology that could, directly or indirectly, compete with the Service; or
- k) violate any applicable national or international law or regulation.

4.4 We may at any time suspend or terminate your or any User’s access to the Service if we have reason to believe that you are not complying with the Terms or you are otherwise abusing the Service.

## **5. MODIFICATIONS TO THE SERVICE**

You acknowledge that the Vendor may make modifications to the Service during the Term without prior notice to you. However, the Vendor will make reasonable efforts to notify you of any material changes to the Service in advance. In the event of material changes to the Service, the Vendor may provide further instructions to you with respect to any actions required by you to continue access and use of the Service, if necessary.

## **6. TERM AND TERMINATION**

6.1 Your account and subscription of the Service remains in effect unless you terminate it or unless the Vendor terminates your account as provided by these Terms. The Customer may terminate this Agreement by means of a written notification without a notice period.

You must stop using the Service immediately after the termination period.

6.2 The Vendor may terminate this Agreement or terminate or suspend your access and use and any User’s access or use of the Service in the following circumstances:

- a) If the Customer’s or any User’s continued use of the Service may, in the Vendor’s discretion, result in material harm to the Vendor, its subcontractors, affiliates, or another customer of the Service, the Vendor may reasonably block or restrict the Customer’s access to the Service;
- b) if the Customer or any User has (i) submitted information to the Service in violation of applicable law; or (ii) otherwise used the Service in breach of these Terms, including the restrictions set forth in Section 4 above;
- c) any fees due by the Customer remain unpaid thirty (30) days after the applicable due date as set forth in the Agreement; or
- d) if the Customer commits a material breach of its obligations under the Agreement and does not remedy such breach within thirty (30) days of receiving notice of breach from the Vendor.

6.3 Either party may terminate the Agreement upon written notice to the other party if the other party enters bankruptcy or becomes insolvent.

## **7. TRADEMARKS**

7.1 The “Bezala” name, the Bezala logos, and any other product or service name or slogan used on the Service are trademarks or registered trademarks of the Vendor and its suppliers or licensors, and may not be copied, imitated, or used, in whole or in part, without the prior written permission of the applicable trademark owner. All other trademarks, registered trademarks, product names and company names or logos mentioned when providing the Service are the property of their respective owners. Reference to any products, services, processes, or other



information, by trade name, trademark, manufacturer, supplier or otherwise, does not constitute or imply endorsement, sponsorship, or recommendation thereof by us, or vice versa.

7.2 The Vendor may use your company name(s) and logo(s) for marketing purposes, including on the Bezala website, promotional and sales literature, customer/prospect presentations, and customers lists for free.

## **8. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS**

As between you and the Vendor, the Vendor owns all rights, title, and interest, including all intellectual property rights, in and to the Service, and any services available in connection with the Service. Except for those rights expressly granted in these Terms, no other rights are granted, either express or implied, to you and all other rights are hereby reserved.

## **9. CONFIDENTIALITY**

Both parties shall keep confidential business secrets and other confidential information disclosed to them. This information shall not be used other than for the purposes of the Agreement. The aforesaid obligations will remain in force after the Agreement has terminated. The parties ensure that their personnel and subcontractors also commit to confidentiality.

## **10. PRIVACY POLICY AND PROCESSING OF DATA**

10.1 The Vendor will process personal data only as a processor on documented instructions from you as the controller. As a processor, we process such personal data which you have provided to us (including collected or generated through the use of the Service) for the purpose of providing the Service. This processing of personal data is governed by a separate Data Processing Agreement entered between you and us in connection with your signing up for the Service, which is attached hereto as Annex.

10.2 If personal data must be deleted from the Service, we follow our personal data deletion cycle, which is governed by, among other things, the requirements of the applicable Accounting Act.

## **11. CUSTOMER DATA**

The Customer, its subsidiaries, affiliates, and User retain all rights pertaining to all data, personal data, or other information that the Customer, or another party on the Customer's behalf, provides to the Vendor for the purpose of providing the Service ("**Customer Data**"). Where permitted by applicable Data Privacy Laws (e.g. the General Data Protection Regulation in the EU), the Vendor may use Customer Data or other data derived from the operation of the Service: (i) to detect security incidents; (ii) to protect against fraudulent or illegal activity; (iii) to improve, enhance and support the Service; and (iv) to determine which other service offerings may be relevant to the Customer and inform the Customer of such offerings.

## **12. DISCLAIMER OF WARRANTIES**

You expressly understand and agree that: (i) your use of the Service, is at your sole risk, and the Service, is provided on an "as is" and "as available" basis and the Vendor and its affiliates, officers, employees, agents, partners and licensors expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, title, fitness for a particular purpose and non-infringement; (ii) the Vendor and its subsidiaries, affiliates, officers, employees, agents, partners and licensors make no warranty that a) the Service will meet your requirements; b) the Service will be uninterrupted, timely, secure or error-free; c) the results that may be obtained from the use of the Service will be accurate or reliable; d) the quality of any products, services, data, content, information or other material obtained by you through the Service will meet your expectations; and e) any errors in the Service will be corrected; (iii) any material downloaded or otherwise obtained through the use of the Service is accessed at your own discretion and risk and you will be solely



responsible for any damage to your computer system or loss of data that results from the download or use of any such material; and (iv) no advice or information, whether oral or written, obtained by you from the Vendor or through or from the Service shall create any warranty not expressly stated in The Terms. You may have other statutory rights. However, to the full extent permitted by law, the scope, and the duration of statutorily required warranties, if any, shall be limited to the minimum period allowed by the law.

### **13. INDEMNIFICATION**

13.1 The Vendor will indemnify the Customer from and against any costs, damages, expenses, and liabilities (including, but not limited to, reasonable attorneys' fees) arising out of or in relation to third-party claims or actions arising out of or relating to infringement of a third party's intellectual property rights due to the Customer's use of the Service, except to the extent such claims or actions arise out of or are related to (i) any modification or combination of the Service by the Customer with any service not provided by the Vendor; (ii) any third-party programs, information, or data; (iii) any access or use of the Services by the Customer in violation of these Terms, including the restrictions set forth in Section 4; or (iv) any data, information, or content provided by the Customer.

13.2 The Vendor's indemnification obligation in this section only applies under the condition that the Customer has notified the Vendor in writing of a claim or action within a reasonable time.

13.3 In case such third party claim is made or is likely to be made, the Vendor is responsible, at its own cost, for obtaining any necessary rights for the Customer to continue to use the Service under the terms of the Agreement or replace or modify the infringing part of the Service to be non-infringing without decreasing functionality. If the Vendor is unable to replace or modify the infringing part, then the Vendor may terminate this Agreement upon written notice to the Customer, in which case the Customer shall be entitled, as its sole remedy, to a pro-rata refund in the amount of the unused portion of any prepaid fees for the terminated Service calculated as of the effective date of termination. The Vendor's liability, and your sole remedy, for infringement of intellectual property rights in the Service shall be limited to Section 13.1.

13.4 The Customer will defend, indemnify, and hold harmless the Vendor from and against any costs, damages, expenses, and liabilities (including, but not limited to, reasonable attorneys' fees) arising out of or in relation to third-party claims or actions arising out of or relating to:

- (a) any breach by the Customer or any User of the restrictions set forth in Section 4 above;
- (b) any violation of applicable law by the Customer;
- (c) any data, information, or content inputted into the Service or otherwise provided by the Customer, including any actual or alleged infringement of third-party intellectual property rights or rights to privacy arising out of any such data, information, or content, including Customer Data;
- (d) any of the Customer's products or services;
- (e) any material breach by the Customer of this Agreement; or
- (f) any gross negligence, wilful misconduct, or fraud by the Customer.

### **14. LIMITATION OF LIABILITY**

14.1 Neither party nor its suppliers or licensors will be liable for any indirect, incidental, special, consequential, or exemplary damages, including, without limitation, damages for loss of profits, goodwill, use, data, or other intangible losses (even if such party or any supplier or licensor has been advised of the possibility of these damages), arising out of this Agreement.

14.2 The Vendor's maximum total liability towards the Customer and its Users for all claims under these Terms or otherwise in relation to the Service, whether in contract, tort, or otherwise, is limited to the Vendor's invoicing from the Customer during the past six (6) months.



14.3 Any limitations of liability under this Section 14 shall not apply in the event of gross negligence, wilful misconduct, or fraud.

14.4 The Vendor is not liable for compensation if the damage is caused by insufficient, incorrect, or delayed information or data from the Customer, or for another reason caused by the Customer, from any use by the Customer or any third party of the output data received from the processing of the Service or if the damage has been caused by an employee of the Customer.

14.5 The Customer shall make its claim for damages in writing and without delay. If a specified claim has not been made to the Vendor within 3 months from stating the damage or from the time the Customer should reasonably have noticed it, no compensation will be paid. In addition, no compensation will be paid if the damage occurs after three (3) years from delivery of the Service in question.

## 15. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms shall be governed and construed in accordance with the laws of Finland, without giving effect to principles of conflicts of law or to the Convention on Contracts for the International Sale of Goods. Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination, or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The seat of arbitration shall be Helsinki, Finland. The number of arbitrators shall be one. The language of the arbitration shall be Finnish. However, in the arbitration evidence can be presented in English.

## 16. OTHER TERMS

16.1 Neither party will be responsible for any failure or delay in the performance of its obligations under this Agreement (except for any payment obligations) due to causes beyond its reasonable control (a "**Force Majeure Event**"), which may include, without limitation, labour disputes, strikes, lockouts, shortages of or inability to obtain energy, raw materials or supplies, denial of service or other malicious attacks, telecommunications failure or degradation, pandemics, epidemics, public health emergencies, governmental orders and acts (including government-imposed travel restrictions and quarantines), material changes in law, war, terrorism, riot, or acts of God. A Force Majeure Event suffered by a subcontractor of a party shall also be considered a Force Majeure Event in relation to the party if the work to be performed under subcontracting cannot be done or acquired from another source without incurring unreasonable costs or significant loss of time.

16.2 Any provision of these Terms that is found to be invalid, unlawful, or unenforceable will be severed from these Terms, and the remaining provisions of these Terms will continue to be in full force and effect.

16.3 The section headings and titles in these Terms are for convenience only and have no legal or contractual effect.

16.4 The Customer may not assign or transfer its rights or obligations under this Agreement, without the prior written consent of the Vendor. The Vendor may assign this Agreement to a successor entity in connection with a merger, demerger, consolidation, or sale of all or substantially all of its assets or the business to which this Agreement relates.

16.5 The Vendor has the right to change its general terms and price list. The Customer shall be notified by posting a notice of change in the Vendor's web page or in writing at least 30 days prior to the change.

16.6 By using the Service, the Customer consents to receiving electronic communications from the Vendor. These communications may include notices about your account and information concerning or related to the Service.

16.7 The Vendor may engage subcontractors to perform the Service under the Agreement, provided that the Vendor remains fully liable for any actions of such subcontractors. Notwithstanding the foregoing, the Vendor shall not be liable for the acts or omissions of any data input service providers such as map service providers.





16.8 We provide you a ready-made interface to the Incomes Register in Finland, which is an electronic database maintained by the Tax Administration. Through the interface, information related to salary calculation can be submitted to the Incomes Register (e.g. per diems, mileage allowances and other similar allowances). The information is reported to the Incomes Register within five (5) calendar days of the payment using the interface of the Tax Administration. Please note that the Tax Administration is responsible for the Incomes Register and the functionality of the user interface. We are only responsible for reporting information processed through the Service. We are not responsible for the content of the accounting material created through the Service. When using the interface, you must ensure that all the information required for the reporting, such as the personal identification numbers of all Users, is stored in the Service and is up-to-date.