

**General terms of delivery of Kassamagneetti products and services****1 Scope****1.1 Application of terms of delivery**

These terms of delivery shall be applied to the products and services provided by Kassamagneetti Oy or its Group companies (hereinafter referred to as 'Kassamagneetti') for the Client. The terms and conditions shall be applied to all of the companies belonging to the same Group as the Client to which Kassamagneetti supplies products and services. These terms of delivery shall apply unless the Client and Kassamagneetti have agreed otherwise in writing.

**2 Establishment and assignment of contract****2.1 Establishment of contract**

The parties shall make a separate written contract for the service only if required. A contract is deemed to have been established when the parties have signed the contract or when Kassamagneetti has approved the Client's order or, at the latest, when the Client has begun to use the provided service.

**2.2 Contracts made by Kassamagneetti retailers**

If Kassamagneetti notices that errors have occurred in the drawing up of the contract, Kassamagneetti shall have the right to remedy them. The Client shall be immediately notified of the amendments. Should the amendments weaken the Client's position, the Client shall be entitled to annul the contract.

**2.3 Assignment of contract**

Neither party shall have the right to assign the contract to a third party without the other party's prior written approval. Nonetheless, the parties shall have the right to assign without the other party's approval the contract in full or in part to an entity belonging to the same Group or to a third party to which the business operations subject to the contract are assigned. The other party must be notified of the assignment in advance. Furthermore, Kassamagneetti shall have the right to assign to a third party its receivables based on the contract. Following the notification of the assignment of receivables, the payments can only be validly made to the assignee.

**3 Delivery of service or product****3.1 Time of delivery**

Kassamagneetti shall deliver the service or product within the agreed period or, if a delivery time has not been specifically agreed, within a reasonable period from the establishment of the contract or the order.

**3.2 Approval of delivery**

Directly after the delivery, the Client shall inspect the service or product as well as the relevant equipment delivered to the Client. The delivery shall be deemed approved once the Client has paid the invoice pertaining to the delivery or, at the latest, within two (2) weeks from the delivery. Potential complaints should be submitted in writing. A delivery shall be deemed completed despite a complaint, as long as the service does not contain a flaw in accordance with section 6.1. The Client shall be liable for the costs of the inspection, testing the equipment excluded from the service and the operating environment as well as the related procedures.

**3.3 Client's duty to contribute**

The Client shall provide Kassamagneetti with the initial installation information pertaining to the delivery of each service or product according to the agreed schedule, however no later than two (2) weeks before the time of installation, and notify Kassamagneetti well in advance of any changes to the submitted information and other matters that materially affect the provision of the service. The information must be submitted in accordance with the method stated by Kassamagneetti. The Client shall be responsible for the information submitted to Kassamagneetti and ensure that it is correct.

**3.4 Client's delay**

Kassamagneetti shall also be entitled to charge the fees applicable to the service for a period during which it has not been possible to deliver the service due to a reason arising from the Client. If the service is delivered after the agreed date due to a reason resulting from the Client, Kassamagneetti shall be entitled to select a suitable time of delivery.

**4 Provision and use of service****4.1 Provision of service and changes**

Kassamagneetti shall provide a service in accordance with the contract using Kassamagneetti's methods and in the way it deems best and use subcontractors to provide the service. A party shall be responsible for the performance of a subcontractor used by said party as of its own.

Kassamagneetti shall be entitled to make changes that affect the service technology or the way the service is used. Should such changes require changes in the Client's equipment or software, the Client shall be responsible for the changes at its own expense. Kassamagneetti shall notify the Client well in advance of any changes in the service affecting the Client, however at least two (2) months in advance. Any changes to the service content required by the Client shall be subject to a fee specified by Kassamagneetti.

**4.2 Service content and the special terms and conditions applicable to the service**

The service content as well as the special terms and conditions applicable to the service shall be determined by the service contract and its appendices, including Kassamagneetti's current service descriptions. Information presented in brochures or other marketing materials does not constitute a service specification, nor does it bind Kassamagneetti.

**4.3 Right of access to software, documents and reporting data**

The proprietary and intellectual rights of the software, documents, test materials and test data provided by Kassamagneetti as well as the modified versions of them shall be the property of Kassamagneetti or a third party (such as Kassamagneetti's principal or subcontractor), and the Client shall not have the right to copy, translate or amend any materials, documents or software or hand them over to a third party or use the software to provide services for third parties without Kassamagneetti's prior written consent, unless as a consequence of imperative legislation. Kassamagneetti shall grant the Client the right to use the software services and service materials delivered on the basis of the contract entered into with Kassamagneetti for the Client's business operations for the duration of the contract period. Nonetheless, the Client, or third parties acting on behalf of the Client, shall have the right to use the materials created for the Client during the use of the software service, such as receipt or reporting data, in some other system after the termination of the contract. The Client shall be liable for any costs related to the transfer of materials. Upon the termination of the access right, the Client shall at its own expense either return or, on Kassamagneetti's request, destroy the originals copies and duplicates, data storage media and documentation possessed by the Client.

**4.4 Client's equipment, software and data connections**

The Client shall be responsible for the procurement and operating condition of the equipment and software that are not included in the service in accordance with the contract. The Client shall acquire all of the data connections required by the service for its offices and be liable for all of the costs and risks involved.

**4.5 Using a payment device**

The Client shall ensure that only the payment cards of those card companies with whom the Client has an agreement in place are used in the payment device.

**5 Data security and standards****5.1 Services provided by Kassamagneetti that process card data**

Kassamagneetti shall ensure that the services of Kassamagneetti and its subcontractors that process payment card materials are in compliance with the current mandatory security specifications and standards of the payment card sector.

**5.2 Payment devices included in the service**

Kassamagneetti shall ensure that during the fixed-term contract period, the payment devices included in the service shall conform to all of the current mandatory data security regulations and standards set forth by the payment card industry. Kassamagneetti's obligations in case of payment device error or malfunction are set forth in section 15.1. 5.3 Payment devices sold to the Client

Kassamagneetti shall ensure that the payment devices sold to the Client shall at the time of sale conform to all of the current mandatory data security regulations and standards set forth by the payment card industry. Kassamagneetti's obligations in case of payment device error or malfunction are set forth in section 14.4.

**5.4 Client's responsibilities with regard to data security**

The Client shall ensure that the equipment supplied by Kassamagneetti will not be exposed to data security risks.

**6 Service error; service maintenance and error correction****6.1 Service error**

The service is considered to include an error, if the service materially differs from the features specified in the service contract and if said

noncompliance significantly impedes the use of the service. Kassamagneetti shall guarantee neither the uninterrupted availability of the service nor that the error or interruption will be corrected within a specific time-frame.

#### 6.2 Service maintenance and error correction

Kassamagneetti shall maintain the service in proper operating condition in accordance with the contract and correct service errors as promptly as possible. Kassamagneetti shall be entitled without prior notice to temporarily suspend the provision of the service in case of an acute data security error. Kassamagneetti shall notify the Client regarding the issue as soon as possible. Provided that Kassamagneetti has notified the Client at least one (1) week in advance, Kassamagneetti shall have the right to temporarily suspend the provision of the service should this be necessary for the purpose of construction, repair or maintenance work. The supplier shall aim to make the interruption as short-lived as possible and resulting in the least amount of inconvenience to the Client. The advance notice shall be submitted either via the service user interface, the [www.kassamagneetti.fi](http://www.kassamagneetti.fi) website or using a model separately agreed in advance. Kassamagneetti's responsibility shall be limited to correcting the error as per above.

#### 6.3 Maintenance limitations

The correction of errors that are caused by a reason for which the Client is responsible or which is beyond Kassamagneetti's control are not included in the above-mentioned maintenance service. Kassamagneetti shall charge separately for any repair work linked to such an error, including errors resulting from:

6.3.1 Misuse of the service, careless or negligent compliance with the instructions pertaining to the use or maintenance of the service or the environmental requirements of the service, or

6.3.2 devices, data connections, software or configurations not included in the scope of the service or changes or repairs carried out by party other than Kassamagneetti.

#### 6.4 Error correction

Kassamagneetti's liability for service errors shall be limited to correcting a faulty service for which Kassamagneetti is responsible. Kassamagneetti's liability with regard to device errors shall be limited to Kassamagneetti's obligations pursuant to sections 14.4 and 15.1.

### 7 Intellectual property right violations

7.1 Kassamagneetti's responsibility regarding intellectual property rights Kassamagneetti shall ensure that the services provided by it will not be in violation of the current Finnish intellectual property rights during the contract period.

#### 7.2 Defending rights

If legal action is taken or claims made against the Client on the grounds that the use of the service provided by Kassamagneetti violates an intellectual property right in Finland, Kassamagneetti shall take care of the Client's defence in a way it deems most appropriate and compensate the Client for the compensatory damages enforced upon the Client. The Client shall not have the right without Kassamagneetti's prior written consent to make any agreements regarding the case or any other arrangements to settle the case or claim with the plaintiff or complainant. Kassamagneetti's liability requires that the Client notify Kassamagneetti in writing of any such claims directly upon becoming aware of them and, at the same time, authorise Kassamagneetti to take care of the Client's interest and provide Kassamagneetti with all necessary information and assistance relevant for the case.

#### 7.3 Rectification of an established violation

If the violation of intellectual property rights in accordance with section 7.2 becomes legally valid or if Kassamagneetti deems that a violation is probable, Kassamagneetti may at its own discretion and expense acquire the right to continue to use the service or part thereof, replace the service with another similar product, the use of which does not violate the aforementioned rights, or change the service such that a violation no longer occurs. In this case, Kassamagneetti shall also have the right to stop providing the service without a notice period. Kassamagneetti's liability with regard to the violation of intellectual property rights shall be limited to the measures in accordance with this section 7.

#### 7.4 Limitation of liability

Kassamagneetti shall not be liable to the Client for the violation of intellectual property rights arising from changes made to the service, using the service for a purpose for which it was not designed or approved, using the service together with a product or service supplied or provided by another supplier or produced by the Client or using the service contrary to the instructions issued by Kassamagneetti.

### 8 Identification data

#### 8.1 Client identification data

Upon hearing the Client, Kassamagneetti shall have the right to choose the Client's user IDs, numbers, addresses and other such identifiers (hereinafter referred to as 'Identification Data') assigned to the Client.

#### 8.2 Identification Data management

For using the service, Kassamagneetti shall create for the Client only one set of Identification Data that the Client can use to respond and manage the Identification Data of other users.

#### 8.3 Making changes to the Identification Data upon the Client's request

The Client's Identification Data may be changed upon the Client's request for a fee provided that the change is technically possible to implement and that the change will not cause unreasonable inconvenience to Kassamagneetti or a third party.

8.4 Kassamagneetti's right to make changes to the Identification Data  
Kassamagneetti shall have the right to make changes to the Identification Data, provided that

8.4.1 it is required by official regulations, service-related reasons or other technical reasons. Kassamagneetti shall notify the Client of such a change at least two (2) months before the entry into force of said change; or

8.4.2 Kassamagneetti has a justified reason to assume that the service or the Client's security requires it. Kassamagneetti shall notify the Client of changes made for security reasons as soon as possible. The primary communication channel shall be the e-mail address provided by the Client.

### 9 Client data and using them

#### 9.1 Providing information

Before activating the service, the Client shall provide Kassamagneetti with the information required for the service and check that the information is correct. The Client shall notify Kassamagneetti immediately of any changes in the information. The Client shall be responsible for ensuring that the Client's designated service users are aware that Kassamagneetti is provided with client data that may pertain to them.

#### 9.2 Disclosure of Client and Identification Data

Kassamagneetti shall have the right to disclose Client and Identification Data to the extent permitted by the established legislation.

### 10 Compensation for costs and damage

#### 10.1 Damage caused by negligence

A party shall be obligated to pay the other party compensation for immediate damage resulting from the negligence of the party as demonstrated by the other party. At the maximum, the party in question's liability shall be limited for each month to the amount corresponding to the monthly invoicing of the part of the service subject to the negligence calculated on the basis of the average monthly invoiced amount for the six-month-period preceding the event causing the damage. If the contract has been in force for less than six (6) months before the damage occurred, the maximum amount of compensation shall be calculated on the basis of the average monthly invoiced amount for the contract period. If a party due to a breach of contract is obligated on the basis of the contract or on some other grounds to pay the other party a contractual penalty, indemnity or some other standard compensation the calculation basis of which has been stated in the contract, said party's liability for damages shall be limited to the amount of such penalty or standard compensation. The total maximum amount of a party's liability for damages during a calendar year shall be limited to an amount that is six (6) times the amount of the realised average monthly invoiced amount for that year or a shorter period of time, excluding VAT.

#### 10.2 Limitations of the liability for damages

A party shall not be obligated to compensate for indirect damage or losses, which said party cannot have reasonably foreseen. A party shall not be obligated to compensate for damage arising from factors for which the other party or a third party is responsible (such as damage arising from the operations of the Client, a service user, another telecommunications company or service provider or the devices, data connections or software for which the aforementioned are responsible) nor for damage resulting from a reason independent of the party in question (for example, damage caused by a voltage fault, thunder, the power grid, a fire, water damage or some other accident). If a fault occurs in a payment device or cash register and the payment card transactions or receipt materials stored in the memory of the device are lost, a party shall not be obligated to compensate for the resulting loss or damage. A party shall have no obligation to compensate for damage with regard to the use of its rights in accordance with this contract, such as the problems arising from temporary interruptions in the provision of the service as per section 6.2.

A party's total liability for damages shall be limited to the compensation for damage referred to in this section 10.

#### 10.3 Liability pertaining to payment card materials

The Supplier's liability for faulty or undelivered payment card materials shall end when the company receiving the payment card materials used by the Client refuses to receive expired payment card materials in accordance with an agreement said company has made with the Client.

#### 10.4 Claiming damages

Damages must be claimed within a reasonable time from the moment the error on which the claim for damages is based was detected or should have been detected, however no later than within one (1) year from when the alleged fault occurred. When it comes to a device, damages must be claimed within one (1) year from the delivery of the device.

#### 10.5 Faults in devices controlled by the Client

If the Client, contrary to section 4.4, connects to the service devices, configurations or software that are faulty or cause disruption or if the fault reported by the Client is caused by devices, data connections, configurations or software controlled by the Client, the Client shall be liable to compensate Kassamagneetti for potential damage as well as the costs of locating faults.

### 11 Payments and invoicing

#### 11.1 Service fees

The Client shall pay Kassamagneetti fees for the use of the service according to the price list or the contract and in accordance with the invoicing periods referred to in the contract or the price list.

#### 11.2 Product fees

The Client shall pay Kassamagneetti fees for the use of products according to the price list or the contract. The products will be invoiced at the time of delivery.

#### 11.3 Defaulting on payments

The payment term is 14 days net. The payments must be paid at the latest by the due date marked on the invoice. By paying the invoice, the Client approves these terms and conditions. If the credit limit agreed with the Client is exceeded or an unusually high number of payments accrue during the invoicing period, Kassamagneetti may send the Client an invoice outside the normal invoicing cycle. In addition to the collection and handling fees related to the delayed payments, Kassamagneetti shall be entitled to collect annual interest on arrears pursuant to the established Interest Act from the due date onwards. If the Client has not paid the overdue invoices despite a reminder, the other, as of yet undue, receivables for the service shall fall in with immediate effect.

#### 11.4 Advance payment or security

Should Kassamagneetti deem it necessary to secure its receivables due to the Client's credit rating, payment behaviour or on some other justifiable grounds, Kassamagneetti shall have the right to check the Client's credit rating and request from the Client a mutually agreed advance payment or security. Kassamagneetti shall not pay interest on the advance payment or security. Kassamagneetti shall have the right to deduct its overdue receivables including interest on arrears and collection fees from the security or advance payment.

#### 11.5 Invoice notices

The invoice notice period shall be eight (8) days. Potential notices pertaining to an invoice must be made in writing before the due date. Despite the notice, the Client must pay the undisputed portion of the invoice by the due date. If, upon investigation, the notice has been deemed unfounded, the Client must pay the invoice including interest on arrears within two (2) weeks of learning the result of the investigation.

#### 11.6 Basic fee

Kassamagneetti shall have the right to collect a fixed-rate time-based basic fee in accordance with the price list or contract independently for each payment device, cash register or part of service from the time of delivery onwards. The basic fees are collected in advance for each invoicing period. The basic fee must also be paid for the period when the service is shut down and the payment device or cash register has not been used. If the service contract ends in the middle of an invoicing period, the basic fee will be collected for the entire invoicing period and the basic fee will not be paid back.

#### 11.7 Invoice itemisation

Upon the Client's request, Kassamagneetti shall provide information regarding the formation of invoices, to the degree that it is technically and legally possible. If the Client requests grouping that requires recurring manual work, Kassamagneetti shall have the right to charge a fee for the breakdown in accordance with the price list.

#### 11.8 Invoice format

To the degree that it is possible, the invoices issued by Kassamagneetti are sent to the Client as e-invoices (Finnvoice or similar). Other invoicing formats and their costs should be separately agreed on a case-by-case basis.

#### 11.9 Price list changes

Kassamagneetti shall have the right to make changes to its price lists and the fees charged for the use of the service. The Client should be notified of any price increases in writing to the last known invoicing or e-mail address. The Client shall have the right to terminate the contract with immediate effect upon the entry into force of the increased rates. If the Client has made a fixed-term service contract, the price change shall not take effect until after the contract period.

### 12 Suspension of service

#### 12.1 Client's right to request the suspension of service

If the Client has a non-fixed-term contract, Kassamagneetti may suspend the service for a period of time upon the Client's request. The suspension and re-activation of service are subject to a fee in accordance with the price list. If the service includes payment terminals, cash registers or other devices, their temporary return to Kassamagneetti shall be subject to a separate agreement.

#### 12.2 Kassamagneetti's right to suspend the service

Kassamagneetti shall have the right to suspend all of the Client's services, if

- Despite a reminder, the Client has not paid an overdue receivable to Kassamagneetti
- It is discovered that the Client has provided incorrect information in connection with activating the service
- The Client exceeds the mutually agreed credit limit
- The Client has not paid an advance payment or security in accordance with section 11.4 within a week from Kassamagneetti's requesting it
- The Client has entered liquidation, reorganisation proceedings or bankruptcy, or the Client has served a public summons for its creditors or has otherwise been deemed insolvent
- The Client has caused a disruption to Kassamagneetti's services or other users or, despite a reminder, is using malfunctioning devices or software
- Despite a reminder, the Client has failed to meet its contractual obligations or is in material breach of them
- According to a trade register entry or other similar register entry, the Client has ceased to exist
- The Client cannot be reached in order to settle a matter related to this contract

If the Client submits a written notice regarding an invoice to Kassamagneetti and pays the undisputed portion of the invoice, Kassamagneetti will not suspend the service due to the non-payment of the disputed portion of the invoice for the duration of the investigation.

### 13 Termination of contract

#### 13.1 Non-fixed-term contracts

Non-fixed-term contracts may be terminated at a three (3) month notice.

#### 13.2 Client's right to terminate the contract

The Client shall have the right to terminate the contract, if the service is materially different from the agreed and Kassamagneetti has not corrected the flaw or redelivered the service within a reasonable time from the Client's written notice, or if the service delivery is unreasonably delayed due to Kassamagneetti's negligence. The Client's right to terminate shall only apply to the faulty or delayed part of the service.

#### 13.3 Kassamagneetti's right to terminate the contract

Kassamagneetti may terminate the contract in full or part, if:

- The service has been suspended for more than a year upon the Client's request
- The service has been suspended due to a reason listed in section 12.2 for one month, or
- The Client is in material breach of its contractual obligations and has not remedied the breach within fourteen (14) days from the written request by Kassamagneetti

#### 13.4 Notice of cancellation or termination

Notices of cancellation or termination must be made in writing.

#### 13.5 Ending the provision of service

Kassamagneetti shall have the right to end the provision of the service or its feature for a justifiable reason. In this case, Kassamagneetti shall have

the right to terminate the contract for the part applicable to the terminated service or feature by notifying the Client reasonably well in advance.

#### **14 Special terms and conditions applicable to the devices sold to the client**

The terms and conditions 14.1–14.6 shall be applied to the devices sold by Kassamagneetti to the Client and the services provided for the Client.

##### **14.1 Right of ownership**

The right of ownership to the device is assigned to the Client once the sale price has been paid in full. A potential Windows, Linux or Android operating system licence used in the device shall be transferred to the Client with the device. If the device includes software provided by Kassamagneetti or its subcontractor, the Client shall only have an access right to said software. The access right shall remain in force as long as the Client has a valid maintenance and service contract for the software.

##### **14.2 Services linked to the purchased device**

When a Client purchases a payment device, cash register or some other device that includes software provided by Kassamagneetti or its subcontractor, a maintenance and service contract must be requested for it. Kassamagneetti shall charge an advance fee for the service from the activation month onwards (see section 11.6).

The service shall cover the following:

- The latest software updates if the device supports them
- The right to use Kassamagneetti's support services
- Storage of the potential configuration data on the device
- Forwarding the payment card materials on the payment devices to the Client's chosen payment card materials recipient company

##### **14.3 Operating system on the devices**

Kassamagneetti shall not be liable for the operating system updates on the devices purchased by the Client, the related costs or troubleshooting costs. Kassamagneetti shall not be responsible if the manufacturer of the operating system on the device purchased by the Client announces that the operating system will no longer be supported. Kassamagneetti shall not be liable if the new operating system version is not compatible with the Client's device.

##### **14.4 Warranty**

From the delivery date onwards, the new payment device shall have a twelve (12) month warranty for materials and manufacture. The corresponding time for payment devices and all other devices is six (6) months. If Kassamagneetti's device maintenance notices that a fault in the device is caused, for instance, by an accident, outsider, fire, a fault or malfunction resulting from air conditioning, electricity or lightning, water damage or some other similar reason, changed operating conditions, inappropriate use of the device or the use of materials contrary to the instructions (such as receipt paper), the Client shall be charged for the device maintenance costs. The warranty of portable devices, printers or other similar devices requires the use of materials approved or recommended by Kassamagneetti, such as batteries, printing paper or ink ribbons. Kassamagneetti's liability for any flaws or faults in the payment device shall be limited to the obligation to repair or replace in accordance with this section 14.4.

##### **14.5 Maintenance under warranty and other maintenance work**

Maintenance under warranty and other maintenance work take place during normal office hours at Kassamagneetti's offices. The Client shall be liable for the delivery costs of a faulty device to and from maintenance regardless of whether the fault is under warranty or not. Kassamagneetti shall aim to perform the maintenance work within a reasonable time. Kassamagneetti shall have the right to replace a broken device/part subject to warranty with a device/part with similar features and in a similar condition. Kassamagneetti shall retain the devices or parts repaired under warranty. The Client should attach a description of the fault and the return address of the device to the device sent for maintenance. If the described fault is not discovered, the device will be returned and the Client will be charged for one (1) hour of work for needless investigation and processing fees. If the Client wishes the warranty maintenance to take place on the Client's premises, the Client will have to cover the travel expenses in accordance with Kassamagneetti's normal price list. Kassamagneetti will always charge an overtime fee in accordance with Kassamagneetti's valid price list for any maintenance work carried out outside normal office hours. Maintenance work that takes place after the end of the warranty period shall be subject to Kassamagneetti's current maintenance price list with regard to the work and travel expenses.

##### **14.6 Extended device cover (basic cover)**

The basic cover is an add-on service purchased for cash registers, which covers the cash register device, the customer display, the receipt printer and the till.

The service covers the following cash register issues:

- Free-of-charge spare parts in case of faults caused by normal wear and tear
- Maintenance working hours on the Client's premises during office hours; only the travel expenses are subject to a fee in accordance with the actual expenses
- Remote troubleshooting of sales-preventing issues outside normal office hours (weekdays from 5 pm to midnight and weekends and mid-week holidays from 9 am to midnight)

#### **15 Special terms and conditions of the devices included in the service**

The terms and conditions 15.1–15.4 are applied to payment devices, cash registers or other devices supplied by Kassamagneetti to the Client as part of a service subject to a monthly fee.

##### **15.1 Device malfunction and maintenance**

If a device malfunctions, the Client is obligated to deliver the device to a service point designated by Kassamagneetti. The Client shall be liable for the delivery costs of the faulty device to and from maintenance. The Client should attach a description of the fault and the return address of the device to the device sent for maintenance. Kassamagneetti will repair or replace the device with a replacement device of a similar condition within the next five (5) weekdays (Mon–Fri). If Kassamagneetti's maintenance notices that a fault in the device is caused, for instance, by an accident, outsider, fire, a fault or malfunction resulting from air conditioning, electricity or lightning, water damage or some other similar reason, changed operating conditions, inappropriate use of the device or the use of materials contrary to the instructions (such as receipt paper), the Client shall be charged for the device maintenance costs. Kassamagneetti's liability for any flaws or faults in the device shall be limited to the obligation to repair or replace in accordance with this section 15.1.

##### **15.2 Maintenance costs**

The Client shall be liable for the maintenance costs of the devices included in the service after the first fixed-term contract period, however at the latest after 36 months. If the Client wants the maintenance work to take place on the Client's premises, Kassamagneetti will charge the Client for the working hours as well as the actual travel expenses in accordance with its current price list. Kassamagneetti will always charge an overtime fee in accordance with Kassamagneetti's valid price list for any maintenance work carried out outside normal office hours.

##### **15.3 Extended device cover (basic cover)**

The basic cover is an add-on service purchased for cash registers, which covers the cash register device, the customer display, the receipt printer and the till.

The service covers the following cash register issues:

- Maintenance working hours on the Client's premises during office hours; only the travel expenses are subject to a fee in accordance with the actual expenses
- Remote troubleshooting of sales-preventing issues outside normal office hours (weekdays from 5 pm to midnight and weekends and mid-week holidays from 9 am to midnight)

##### **15.4 Replacing a device during a fixed-term contract period**

If the device model selected for the service does not comply with changed security specifications or standards set by card companies or the authorities during the contract period, Kassamagneetti shall have the right to request that the Client replace the used devices with a replacement model. Kassamagneetti shall notify the Client of the need to replace the devices as soon as it becomes aware of it. The Client should change the devices no later than six (6) months from receiving the notification. The Client shall be liable for the costs of changing the devices.

#### **16 Special terms and conditions applicable to the short-term rental service**

The following terms and conditions shall be applied to short-term rental service (less than 6 months).

##### **16.1 Returning rental equipment**

The Client shall return the devices included in the service to Kassamagneetti at the Client's expense no later than three (3) weekdays from the termination of the short-term rental service. If the return of the devices is delayed, Kassamagneetti shall have the right to charge the Client for the service in accordance with the price list until the devices have been returned. Nonetheless, if the devices have not been returned within two (2) weeks of the termination of the original contract and a new contract has not been made, Kassamagneetti shall have the right to



charge the Client for the purchase price of the devices. The Client shall be responsible for sending the transactions in the payment devices and removing reports and control tapes from the cash registers prior to returning the devices to Kassamagneetti.

#### 16.2 Damaged equipment

If Kassamagneetti discovers that a rented device has been damaged and the damage was caused, for instance, by an accident, fire, a fault or malfunction resulting from air conditioning, electricity or lightning, water damage or some other similar reason or the inappropriate use of the device, the Client shall be charged for the device's maintenance costs.

### 17 Special terms and conditions applicable to the Kassamagneetti Reporting Services

#### 17.1 Card material-related responsibilities

The Client shall carry the primary responsibility for troubleshooting the issues detected in the reporting service of Kassamagneetti and its subcontractors. If it is discovered when processing a support request that handling the matter is the responsibility of Kassamagneetti or its subcontractor, the Client shall be notified of this. If the Client wants Kassamagneetti to automatically respond to problems occurring in financial transactions, this must be separately agreed.

#### 17.2 Investigating financial transaction issues

Kassamagneetti shall have the right to charge the Client in accordance with the price list for the investigation work related to financial transactions issues independent of Kassamagneetti. Kassamagneetti shall not be liable for the costs arising from delays in the investigation work for which the Client is responsible.

#### 17.3 Forwarding card transactions

Kassamagneetti shall have the right to choose the technical solutions used to forward the transaction materials to the persons designated by the Client who are accountable for card transactions.

#### 17.4 Cash register system reporting services

The Client shall be responsible for setting VAT for the products.

#### 17.5 Reporting service user IDs

The Client shall ensure that the user IDs assigned to the Client are kept safe. The Client shall be liable for all damage resulting from the abuse of the user IDs.

### 18 Sales interface and the related special terms and conditions

#### 18.1 Client's responsibilities regarding payment device integration

The Client shall be responsible for the data transfer between the payment device and the cash register, if it has been implemented using the Client's LAN or wireless LAN.

#### 18.2 Kassamagneetti's responsibilities regarding payment device integration

Kassamagneetti shall only be responsible for the sales interface between the payment devices and cash register supplied by Kassamagneetti and its operation. Kassamagneetti shall ensure that the interface be updated such that it complies with what has been set forth in the contract between the Client and Kassamagneetti as well as the data security specifications referred to in chapter 5. If it is necessary to update the sales interface for the above-mentioned reasons, Kassamagneetti shall not be liable for the indirect costs arising for the Client from the interface update.

### 19 Special terms and conditions of Kassamagneetti's financial administration integration

#### 19.1 Financial administration interface materials

Kassamagneetti shall not be liable for the investigation or correction costs related to any errors, flaws or delays pertaining to the materials.

### 20 Training and consultation

20.1 Cancellation of an agreed training or consultation session A booked training or consultation session should be cancelled at least two (2) working days ahead of time. Kassamagneetti shall have the right to charge the Client for half of the booked training session, if the Client cancels it without a valid reason at a shorter notice.

20.2 The presentation equipment used for training or consultation The training/consultation takes place centrally on the Client or instructor's computer. Kassamagneetti shall not provide each participant with their own equipment. If the session takes place on the Client's premises, the Client shall ensure that Internet connection and the required equipment is available there to display the user interface to the staff taking part in the event.

#### 20.3 Materials

The training/consultation does not include hard copies of the materials.

#### 20.4 Training costs

If the training/consultation takes longer than initially agreed, Kassamagneetti shall charge for it according to the current price list. If the session takes place on the Client's premises, the Client shall be charged for the related travel expenses in accordance with the current price list.

### 21 Other terms and conditions

#### 20.1 Confidentiality obligation

Each party shall agree to keep confidential the confidential materials and data received from the other party. Kassamagneetti shall reserve all rights to the disclosed materials and data, and the Client shall not have the right without a separate written agreement to use them in any way other than in direct connection with the operations in accordance with the contract. Upon the termination of the contract, each party shall return the data and materials received from the other party and destroy all stored materials and copies. Each party for their part shall ensure that its employees and potential subcontractors shall commit to the aforementioned confidentiality rules. This confidentiality clause shall remain in effect after the termination of the contract.

#### 21.2 Settlement of disputes and jurisdiction

This contract is subject to Finnish law. Any disputes arising from the contract shall be settled according to the injured party's choice by either the district court of Helsinki or the lower court of the injured party's place of residence, provided that it is in Finland.

#### 21.3 Order of precedence

If a discrepancy is found to exist between the contract document and its appendices, the contract shall take precedence and the appendices shall be applied secondarily in numerical order. If discrepancies are discovered between the different language versions of these general terms of delivery, the Finnish version shall take precedence over the others.

#### 21.4 Notifications

The Client shall submit all notifications pertaining to this contract in writing to Kassamagneetti's address referred to in this contract or provided later or to Kassamagneetti's e-mail address. Kassamagneetti shall send the written notifications pertaining to this contract to the Client's last known invoicing address or the e-mail address provided by the Client for Kassamagneetti. Any notifications sent by Kassamagneetti shall be deemed to have been received by the Client on the seventh (7th) day after the sending of the notification by mail or on the following day after the sending of the notification via e-mail.

#### 21.5 Force majeure

A contracting party shall be released from its obligations and liability for damages if the breach of contractual obligations or the failure to meet them is the result of a force majeure. A force majeure is any extraordinary and relevant event that occurs after the contract's entry into force, which a contracting party has no reason to take into account when establishing the contract and which is independent of the contracting parties or the effect of which cannot reasonably have been avoided or overcome. Such events include, for example, war, rebellion, currency restrictions, legislation or regulations by the authorities, the denial, seizure or confiscation of an export licence, an import or export ban, a natural disaster, a serious epidemic, a pandemic, a suspension of public transport, telecommunications or energy supply, the scarcity of transport equipment, a general shortage of goods, propulsion limitations, labour disputes, a strike, fire or some other similar extraordinary reason over which the contracting parties have no influence as well as any flaws or delays in subcontractors' deliveries arising from any of the above factors. Should the meeting of contractual obligations be delayed for any of the reasons referred to above, the time to meet the contractual obligation shall be extended as much as can be deemed reasonable taking into account the circumstances affecting the situation.

### 22 Terms and conditions of processing personal data

#### 22.1 Definitions

The following terms used in this chapter shall have the following definitions:

22.1.1 "To Process/Processing", "Controller", "Personal Data Controller", "Data Subject", "Personal Data Security Violation" and "Special Personal Data Groups" shall have the same meaning as in the data protection laws.

22.1.2 An "Affiliated Company" shall refer to a corporation that owns or holds authority over a party, is owned or controlled by a party or is subject to the same ownership or authority as a party, when authority is defined as the right to decide on how the corporation is managed or procedures either directly or indirectly on the basis of voting rights based on securities or via an agreement or in some other way;

22.1.3 "Data Protection Laws" shall refer to the European Parliament's and the European Council's General Data Protection Regulation 2016/679

(hereinafter referred to as "GDPR") as well as the applicable national data protection laws used to implement GDPR;

22.1.4 A "Data Subject's Request" shall refer to a request made by a Data Subject to exercise their rights on the basis of the Data Protection Laws; 22.1.5 "Personal Data" shall refer to the personal data defined in the Data Protection Laws, which one party ("Assignor") assigns to the other party ("Assignee") when using its rights or meeting its obligations in accordance with the Contract;

22.1.6 A "Regulatory Authority" shall refer to (a) an independent public authority established by a member state pursuant to GDPR, section 51; or (b) another similar regulatory authority that is responsible for the monitoring of Data Security Laws.

#### **22.2 Controllers**

22.2.1 Each party shall act as an independent Controller with regard to the Personal Data Processed by it. The parties shall not Process Personal Data as joint Controllers.

22.2.2 Each party shall agree to comply with the responsibilities assigned to it on the basis of Data Protection Laws with regard to Processing Personal Data.

22.2.3 This chapter shall not be applicable to the Processing of such Personal Data that a party has obtained for its own purposes from a party other than the other contracting party.

#### **21.3 Disclosure of Personal Data**

When acting as an Assignor, a party shall:

22.3.1 Only disclose Personal Data to exercise its contractual rights or meet its contractual obligations or in accordance with what has been otherwise agreed in writing between the parties (hereinafter referred to as the "Permitted Purposes");

22.3.2 Ensure that it has (i) submitted to the Data Subject appropriate information regarding the disclosure of Personal Data to the Assignee or an appropriate group of recipients; and (ii) secured the required consent or authority in order for the Assignee to freely Process Personal Data for the Permitted Purposes; and

22.3.3 Disclose the Personal Data applicable to Special Personal Data Groups to the Assignee only when it is necessary for the Permitted Purposes and only provided that the Assignor has obtained the relevant Data Subject's specific preliminary consent or proven (in a way satisfactory to the Assignee) alternative legal grounds for the disclosure.

#### **22.4 Processing of Personal Data**

When acting as an Assignee, a party may not:

22.4.1 Process Personal Data for any purpose other than the Permitted Purposes (except when to comply with the applicable legal requirements);

22.4.2 Process Personal Data for any longer than necessary for the Permitted Purposes (except to comply with the applicable legal requirements); or

22.4.3 Taking into consideration technology and the cost of implementation, the nature, scope, context and purposes of processing as well as the risks of various probability and severity linked to the rights and freedoms of natural persons, both parties shall implement a security level matching the risk to ensure appropriate technological and organisational protective measures, including the measures agreed in the Contract, in order to protect Personal Data from unauthorised or illegal processing or accidental loss, destruction or damage.

#### **22.5 Secure transfer of Personal Data**

22.5.1 The Assignor shall be responsible for the security of the Personal Data in the Assignor's possession.

22.5.2 The Client shall agree to carefully comply with and implement the instructions that Kassamagneetti may provide at any given time regarding the appropriate security measures and procedures aimed at ensuring the secure transfer of Personal Data, on the one hand, from the Client to Kassamagneetti and, on the other, from Kassamagneetti to the Client.

#### **22.6 Security violation of Personal Data**

22.6.1 The Assignee must without undue delay notify the Assignor of any security violation of Personal Data.

22.6.2 Both parties must, upon the other party's request, cooperate to a reasonable degree with regard to reports submitted to the Regulatory Authorities or Data Subjects as a result of a security violation of Personal Data.

#### **22.7 Cooperation and mutual assistance between the parties**

Each party must, upon the other party's request, cooperate to a reasonable degree regarding:

22.7.1 Data Subjects' Requests;

22.7.2 other requests by Data Subjects regarding the Processing of their Personal Data; and

22.7.3 requests by a Regulatory Authority regarding the Processing of Personal Data or compliance with the Data Protection Laws.

#### **22.8 International transfers**

Neither party may Process Personal Data (or permit the Processing of Personal Data) outside the EEA unless the party in question has taken the necessary measures to ensure that the transfer of Personal Data conforms to the Data Protection Laws.

#### **22.9 Liability**

Each party shall be fully liable to the other party for damages payable to a Data Subject or administrative penalties payable to the Regulatory Authorities arising from a breach of this Contract or the Data Protection Laws. The precondition for a claim for compensation is that the party claiming compensation notify the violating party without delay of any claims by a third party and give the violating party the opportunity to cooperate with regard to defence against the claim or settling the claim.

#### **22.10 Other**

After the termination of the contract, the parties may continue to Process Personal Data provided that the Processing takes place in accordance with the Data Protection Laws.

#### **23 Validity of the terms of delivery**

23.1 Entry into force of the terms of delivery

These terms of delivery shall enter into force on 1<sup>st</sup> of June 2019 and remain in force until further notice. These terms of delivery shall be applied to existing and new contracts made with corporate clients.

23.2 Availability of the terms of delivery

The current valid terms and conditions shall be available at [www.kassamagneetti.fi](http://www.kassamagneetti.fi).

23.3 Changes to the terms of delivery

Kassamagneetti may make changes to these terms of delivery. The Client must be notified of the new terms of delivery at least one (1) month before the entry into force thereof via client notifications or otherwise in writing. If the terms and conditions have been changed to the Client's detriment, the Client shall have the right within a month of the notification to terminate the contract in accordance with the notice period.