

## Community Agreement

Holvi Payment Services Ltd  
Published: June 6<sup>th</sup>, 2018  
Last Update: July 31<sup>st</sup>, 2018  
Version 1.1

### 1. Scope

Holvi Payment Services Ltd (in the following referred to as "Holvi") offers internet services (the "Community") to registered Holvi Users ("Holvi entrepreneurs") and to Website Users that have given their contact information (in the following referred together as "Users") under the URL <http://makerspace.holvi.com/>. Under this URL, Holvi opens up a communication possibility either directly between Users, Users and Community Partners, or between Users and Holvi.

Holvi offers Community Users the possibility to actively participate in an entrepreneurial community, where they have a platform and a dedicated communication channels to exchange their experience on entrepreneurship and give tips or advice to other Users as regards their entrepreneur and/or industry-specific situation. Holvi have partnered with some industry specialist to share their knowledge with the Community Users.

In its function as this Community's operator, Holvi provides services enabling the establishment of contacts, expression of opinions and experiences from specialist in general. Offering these services do not constitute any kind of professional consultation services and can never replace any such services. It is hereby expressly noted that none of the contributions by Holvi Payment Services Ltd, Holvi employees or "Holvi", nor does the contribution of Holvi Community Partners shall constitute any kind of consultation and/or recommendation on the part of Holvi Payment Services, or the Partner when they are acting as a Holvi Community Partner. Users shall not be entitled to assert any claims derived from the remarks of such members.

### 2. Subject

**2.1.** This agreement between Holvi and the User shall be valid for an indefinite period of time. It shall begin with the sign up for the provision of Holvi Community services.

**2.2.** Community services shall be used exclusively on the basis of this Community Agreement ("Community Agreement"). Such use shall not constitute any entitlement to become a member of the Holvi Community. Holvi shall be entitled to reject membership without stating any reasons. Any further use of the services and contents offered by Holvi Community shall require Holvi's expressed prior consent.

**2.3.** This Community Agreement shall become integral part of the contractual relationships between the User and Holvi with the User's consent. Through this Community, Holvi provides the User a platform and communication channels to contact other Users by providing these technical applications. As regards the contents, Holvi has partnered with industry specialist to provide relevant content for Users, Holvi may initiate discussions, and encourages Users to create content and initiate discussions in line with this agreement.

**2.4.** Holvi shall be entitled to remove content from Holvi's web pages that is violating legal provisions or contractual agreements, including this Community Agreement at any time with no notice. Holvi shall make available the data and

information provided by the User to other Users only to the extent that such data and information is not in violation of such provisions or agreements.

### **3. Community Use**

**3.1.** Holvi provides services in form of a Community that allows Users to participate in these services. These services are targeted to freelancers, sole traders, and other business owners at least 18 years of age. To login into any of the content the User shall use the email connected to Holvi account, or if the User does not have a Holvi account any email address used by the User. To see Community service the User must provide his/her username and password. Ask Me Anything -sessions with specialists from different industries will require signing in for Slack system.

**3.2.** Information provided by the User when signing up for the Community services, must be true, correct and complete.

**3.3.** The User is responsible of keeping his/her contact information and other required information correct and up to date. If the User fails to keep his/her contact information and other required information correct and up to date, Holvi shall be entitled, but not obliged, to continue using the User's present information for all contractually relevant processes, particularly for communication to the User. Particularly, the User shall ensure that he/she is able to receive the emails sent by Holvi in full and in a timely manner. Changing the contact information shall be done via email to [support@holvi.com](mailto:support@holvi.com).

**3.4.** Access to the Community services and, consequently, the communication with Holvi for Holvi's services shall only possible through Holvi's website, via the web browser of a computer with internet connection, Slack-channel and/or via email. Holvi reserves the right to provide additional access channels to the Community if it chooses (e.g. via mobile browsers). Holvi shall also be entitled to close/block access channels.

### **4. Communication and language**

**4.1.** The customer may always use the English language when using the service or contacting Holvi. Holvi will take reasonable efforts to serve the customer also in other European languages.

### **5. Community Use Policy**

**5.1.** The User shall agree to:

- a. give only true, disingenuous information in his/her profile and in his/her communication with other Users, Holvi or Holvi Community Partners.
- b. only post content that is unrestrictedly permissible for public communication.
- c. obey the applicable laws and all third-party rights when using Holvi's websites.

**5.2.** The User shall be prohibited from:

- a. using Holvi Community services against [Holvi Acceptable Use Policy](#)
- b. using false, slanderous, defamatory or abusive contents, irrespective of the recipient of such content, or harassing other Users with mass mailing and junk mails (spam), or slandering, vilifying, disparaging or otherwise discrediting other Users, or performing any other offence described in the offences against privacy, public peace and personal reputation (Criminal Code in Finland 39/1889)

- c. pornographic content or content in violation of the laws for the protection of children, or make advertisements, offer and/or distribute pornographic products and/or products in violation of the laws for the protection of children,
- d. having explicit or implicit communication that is obscene or sexually characterised,
- e. Providing consultant rating and/or product rating in an arbitrary manner,
- f. using, advertising or distributing content protected with intellectual property rights (like copyright, trademark, patent, designs act or utility patent etc.) without having the license or permissions from the owner
- g. performing or promoting anti-competitive activities (like chain, snowball or pyramid schemes)
- h. carrying out some kind of structural distribution measures for advertising purposes,
- i. placing advertisements masked as a product rating or as the rating of Holvi entrepreneur and/or a list of product data and/or Holvi entrepreneur data masked as product rating or a rating of Holvi entrepreneur,
- j. making announcements as regards product ratings or ratings of Holvi entrepreneur that are not objectively reasonable and have no specific connection with any of the aspects of the product,
- k. not mindful of a minimum of objectivity and decent language when rating products of Holvi entrepreneurs,
- l. using software, scripts and other mechanisms that have not been provided within the Community framework, including blocking, overriding, modifying, copying as much such activities are not required for the usage of the services provided by Holvi (copying by using the technology of so-called robot/crawler search engines is explicitly prohibited),
- m. collecting, processing, storing or publicly announcing data, content and information on those of other Holvi Community Users on Holvi website,
- n. acting in a way that may compromise the functionality of Holvi's infrastructure, or is particularly stressing for it.

## **6. Rights regarding content**

**6.1.** The User shall grant Holvi an unlimited, non-revocable, non-transferable, non-exclusive right of use in connection with the contributions User makes to the Community. These contributions shall include "postings" but also content such as product proposals, videos, etc. Holvi has full rights to provide and release this content for Holvi's own purposes without having to pay any remuneration to the User.

**6.2.** Holvi has a right, but is not obliged, to post evaluations and publish contributions on behalf of Users, Community Partners and own behalf. Holvi shall have a right to abbreviate contributions and evaluations and publish them in a brief version.

**6.3.** Holvi has a right, but is not obliged, to delete content if it is obviously published by the User through an error (e.g. double postings).

**6.4.** Copying or using of content in other media and services by third parties - of any kind whatsoever - shall only be permitted with the prior express written consent of Holvi.

**6.5.** Copying, downloading, storing, publishing and distributing content of the Holvi Community, Community Partners and/or Community Users shall only be permitted with their express consent.

## **7. Liability**

**7.1.** Rights of use, contributions and the content of a Community User profile shall be the sole responsibility of the User.

**7.2.** If the User has breached his/her obligations related to the granting of usage rights, the User shall fully indemnify and hold Holvi harmless from any liability as well as any expenses, including any possible legal charges, upon first demand. If Holvi has such an action brought against it by other parties because of Users breach, Holvi shall immediately inform the User and give him/her the opportunity to defend himself/herself against the claim.

**7.3.** Whether content subject matter of a User is breaching the legal position of third parties, the same as above shall apply if a claim has been brought against Holvi by other parties.

**7.4.** With respect to the correctness of contributions, comments, evaluations and the content of the User profile, the Users shall be responsible for his/her contributions. An action brought against Holvi by other Users or third parties due to illegal content in User profiles, the User shall indemnify and hold Holvi harmless from any liability and costs.

**7.5.** The following shall apply with respect to all links to third party sites in Holvi website: Holvi shall not be liable for offers and/or other contents on websites of third parties, even in case that those offers are linked up with Holvi's web site. Holvi expressly states that Holvi has no impact to these offers, and/or contents, and/or the design of such linked third party websites, and that Holvi does not adopt offers, and/or contents, and/or designs of these third party websites as its own. Holvi is not liable for the links posted by Users in the Community.

**7.6.** In its function as this Community's operator, Holvi provides services enabling the establishment of contacts, expression of opinions and experiences from specialist in general. Offering these services do not constitute any kind of professional consultation services and can never replace any such services. IT IS HEREBY EXPRESSLY NOTED THAT NONE OF THE CONTRIBUTIONS BY HOLVI PAYMENT SERVICES LTD, HOLVI EMPLOYEES OR "HOLVI", NOR DOES THE CONTRIBUTION OF HOLVI COMMUNITY PARTNERS SHALL CONSTITUTE ANY KIND OF CONSULTATION AND/OR RECOMMENDATION ON THE PART OF HOLVI PAYMENT SERVICES LTD, OR THE PARTNER WHEN THEY ARE ACTING AS A HOLVI COMMUNITY PARTNER. USERS SHALL NOT BE ENTITLED TO ASSERT ANY CLAIMS DERIVED FROM THE REMARKS OF SUCH MEMBERS.

## **8. Indemnification**

**8.1.** User has a responsibility to indemnify and hold Holvi harmless against all claims, including claims for damages from third parties asserted against Holvi due to the breach of their rights done by the contribution the User posted within the Holvi Community. This expressly includes all illegal posting inconsistent with the terms of this Agreement. In addition, the User must indemnify Holvi against claims, including claims for damages from third parties asserted against Holvi due to the breach of their rights in connection with the use of the Holvi Community by the User.

**8.2.** Whether any costs incur as a result of a breach of above mentioned third party rights, the User in infringing shall be liable of all costs. Any further rights or claims for damages to which Holvi may be entitled shall remain unaffected. If and to extent that the User is not liable for the violation of law, the above liability obligation of the User shall not apply.

**8.3.** Whether the content posted by a User violates the rights of a third party, the User shall re-design such content - at his own expenses - in a manner that is not violation of anyone's intellectual property rights.

## **9. Exclusion of warranty and liability**

**9.1.** The following paragraphs for the limitation on Holvi's liability shall apply to all claims for damages and/or cases of liability, irrespective of the legal reason they are based on.

**9.2.** Holvi shall not be liable for damages arising from doings/wrongdoings and/or violations of law of a Community Partner.

**9.3.** The User's claims for damages against Holvi related to compliance and - in connection with the Community services - breach of duty shall be excluded for any legal basis, in particular with respect to force majeure, delay, breach of ancillary duties, poor services, and other obligations arising in connection with the contractual relationship, and tortious acts.

**9.4.** Above limitation shall not apply in the case of damages following any injury to life, body or health as well as other damages following willful or negligent breach of duty by Holvi, its legal representatives or agents, other damages resulting from willful or negligent breach of duty by Holvi, its legal representatives or agents, any and all damages resulting from a culpable breach of one of the main obligations by Holvi, its legal representatives or agents. Such claims shall be limited to damages typically foreseeable at the conclusion of the contract.

**9.5.** In connection to the content, data and information made available to and by the User within the Community services, Holvi shall not bear any editorial or actual responsibility and/or liability. Holvi shall particularly not bear any liability in connection to the truth of contents. Any User that provides contents, data and information within the Community services is only acting on his/her own behalf and/or at his/her own account but not as an agent of Holvi.

**9.6.** Holvi shall not bear any liability in connection of User's identity. Thus, Users have to see for itself if persuaded with the identity of another Users.

**9.7.** If the User contributed to the generation of a damage by wrongful acts, the principles of contributory negligence shall be the base to determine the extent to which Holvi and the User shall be liable for the damage.

**9.8.** Holvi shall not be liable for damages that occur as a result of force majeure (including but not limited to riot, war, strike, lock-out, traffic hold-ups, administrative acts of domestic or foreign high authorities and natural events and/or other events that are beyond Holvi's control.)

## **10. Account Limitation, Suspension and Termination**

**10.1.** If there is a reason to believe that the User is committing and/or has committed a violation of law or a breach of duty, Holvi has a right to take the following measures: warn the User, block or delete User contents (e.g. contributions, discussions, evaluations); limit/restrict the use of the Holvi Community on the part of the User (e.g. discussion and/or write lockout); lock out the User; and exclude or block the User.

**10.2.** When selecting the appropriate measure following the User violation, Holvi shall take into consideration the requirements of the Holvi Community operations, Holvi's liability risks as well as legitimate interest of the third party and the violating actions taken by the User. Measures can be taken not only against the responsible User but also against participating persons or third parties, if the situation requires the Holvi to involve additional parties. If the content gets deleted, Holvi shall not be required to revert the content at any point. If the User's breach of duty is immaterial, the User will not be blocked. Whether the User violation is found material, and the User gets blocked and/or excluded, the User will not be permitted to re-register using another profile and/or name with Holvi Community. Holvi shall maintain the right to revisit and/or refrain from measures if the User can mitigate and/or limit the

breach/violation and the consequences on it. All these measures shall be without prejudice to any other claims on the part of Holvi.

**10.3.** Holvi has the right to suspend the Community service at any time with immediate effect (and until the cause has been remedied or the agreement terminated) without any prior notice to the User if:

- a) any of the information that the customer has provided during application was incorrect; or
- b) if, in Holvi's discretion, it is necessary for security reasons; or
- c) there is a suspicion or to prevent suspected unauthorised access; or
- d) if required by any legal obligations or requirement; or
- e) if there is reason to believe that the customer is in material breach of these Agreement, any supplementary Terms, Acceptable Use Policy or any applicable law; or
- f) there is reason to believe that the customer has used, or intends to use any Holvi service in a grossly negligent manner or for fraudulent or other unlawful purposes.

**10.4.** The User has the right to terminate their membership at any time by notifying Holvi to [support@holvi.com](mailto:support@holvi.com). In the event of the User's termination request, Holvi will block the User's access to the Community Services.

**10.5.** Holvi has the right to terminate the User's membership without cause by providing a period of notice of no less than two weeks.

**10.6.** Holvi has the right to terminate the service and these Agreement with immediate effect in the event but not limited to:

- a. the User has registered more than once,
- b. Holvi is unable to send emails to the User's email address,
- c. the customer is in material breach of these Agreement, any supplementary Terms, Acceptable Use Policy or any applicable law;
- d. The User publishes unfair content, behaves fraudulently or intentionally includes erroneous contents (including evaluations of products and/or consultants).
- e. there is, in Holvi's discretion, missing or negative information as part of the compliance assessment of the User, or Holvi has reason to believe that the customer has used, or intends to use the platform in a grossly negligent manner or for fraudulent or other unlawful purposes.

**10.7.** Holvi has the right to block the User's access after the termination of the Community membership. In case of a termination of the User's membership, Holvi has the right, but not obligation, to delete the contents created by this User. The User shall not be entitled to claim that the contents are given to him/her.

**10.8.** At the time the contract is terminated, Holvi has the right to deactivate the User's access to the Community services and permanently delete any information the User has transmitted to Holvi. In line with GDPR requirement,

Holvi is obliged to delete the information, unless the information is still required for compliance with legal obligations on the part of Holvi.

## **11. Amendments**

**11.1.** For the maintenance and improvement of its services, Holvi reserves the right to exchange, and/or exclude existing partners, and/or integrate new partners at any time. By using the offers provided to the User within the framework of Holvi Community services, the User shall not be entitled to derive the right to claim that Holvi's services or individual parts thereof be maintained.

**11.2.** Holvi reserves the right to change technical and/or commercial modalities of the services at any time, provided this does not result in any change of the main contractual obligations. Holvi shall be entitled to change this Community Agreement at any time. In such cases, Holvi shall inform the User about any amendments to this Community Agreement in advance and in due time by e-mail and/or by making a reference thereon in the course of its services. If the User is informed by email, any amendment to this Community Agreement is deemed to be accepted if the User does not indicate disapproval within four weeks after having received the notification of such amendment.

**11.3.** If the customer objects to the amendments, the customer and Holvi both have the right to terminate the service and these Agreement with immediate effect.

**11.4.** Where an amendment to the Agreement or any supplemental Terms is required by law or relates to the addition of a new service, extra functionality to the existing service or any other change which neither reduces the rights nor increases responsibilities of the User, the amendment may be made without prior notice to the User and shall be effective immediately.

**11.5.** If any provision or provisions of these Agreement shall be held to be invalid, illegal, or unenforceable Holvi will not rely on that part and make adequate changes as soon as reasonably practical to fully comply. The corresponding term(s) will be amended accordingly.

## **12. Data protection**

**12.1.** Holvi shall use the Community User's personal data exclusively so as to comply with its contractual obligations, unless the User accepts any other utilization of its data. User data is collected, processed, and stored in provision of the Holvi Community services, and may be shared with third parties for this purpose. Holvi Community will be covered by in accordance with the Holvi Privacy Policy available at Holvi's website. Third parties Holvi shares data with and the company Privacy policy can be read here: [Holvi Privacy Policy](#).

**12.2.** The User is required to inform Holvi of any changes on the information as soon as possible so that Holvi records remain accurate.

**12.3.** Holvi is committed to maintaining information in accordance with the requirements of applicable data protection laws and will take all reasonable steps to ensure that customer information is kept secure against unauthorised access, loss, disclosure or destruction. Except as required by law, or in accordance with these Agreement and Holvi's Privacy Policy, customer information will not be passed to anyone without the customer's permission.

### **13. Fees**

**13.1.** The usage of the Holvi Community is free of charge.

**13.2.** Other fees may apply for specific content, guides, service or functions. These fees are charged according to the applicable Pricing Terms valid at the given time. Fees may also be clearly shown or communicated prior to any purchase or action.

**13.3.** The Pricing Terms in force at any given time is available on the Holvi website.

**13.4.** Holvi may amend the service price list at any time. The amendment shall be notified to the customer electronically. The amendment enters into force on the date set out in the notice.

### **14. Governing law and venue**

**14.1.** Place of performance, compliance and jurisdiction shall be Helsinki, to the extent legally permitted. This contract, including this Community Agreement, shall be exclusively governed by the laws of the Finland.