

Terms and Conditions on the use of testimonials

Holvi Payment Services Oy
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1. Purpose and scope

- 1.1. These Terms and Conditions (“Terms”) apply to the use of customer testimonials (“Service”) by Holvi Payment Services Oy (“Holvi”) to promote and enhance trust and credibility of the Holvi brand and its services.
- 1.2. To provide this Service, actual customers who have subscribed to the Holvi Pro subscription plan (“Reference Customer”) and accepted these Terms and Conditions, are required to share certain personal information that Holvi will use for its marketing channels.

2. Information Holvi collects from the Reference Customer

- 2.1. In order to make use of the Reference Customer, Holvi needs to collect the following personal information (“Information”) from the Reference Customer:
 - Name
 - Email address
 - Company Name
 - Photo provided by the Reference Customer
 - Quote or comment from the Reference Customer about the experience of using Holvi Services

3. Right to use and modify the Information received

- 3.1. Holvi has the right to use the Information listed in Section 2 for Holvi's marketing

channels, e.g. Holvi's social media channels, paid marketing and the Holvi website, and also to modify the Information. Holvi may at its discretion approve or deny publishing the testimonial.

- 3.2. All rights to Reference Customer's brand and trademark belong to the Reference Customer and Holvi has the right to use them only for the purposes of preparing and publishing the content under these Terms and Conditions.
- 3.3. Holvi has the right to use all Information and content provided by the Reference Customer or prepared/produced/recorded when or under these Terms and Conditions or other content under these Terms ("Materials"). Holvi has the perpetual, non-exclusive, worldwide, royalty-free right to use, reproduce, modify and display the Materials in Holvi's digital channels.
- 3.4. The Reference Customer warrants that it has the legal right to transfer the rights in accordance with this Section 3 to Holvi.

4. Compensation

- 4.1. Holvi grants a discount of 50% on the Holvi Pro subscription fee for two subsequent months in return for providing and using the Information of the Reference Customer upon Holvi approving and publishing the testimonial.
- 4.2. The compensation will be granted as soon as Holvi has received the relevant Information from the Reference Customer.

5. Right to withdraw the information

- 5.1. The Reference Customer has the right to immediately withdraw the Information provided at any time.
- 5.2. In the event that the Reference Customer withdraws the Information, Holvi is entitled to claim back the discounted fee.

6. Termination and validity

- 6.1. These Terms and Conditions enter into force upon accepting them and shall

remain in force until further notice, unless the Reference Customer decides to withdraw the information granted in accordance with Section 5.

7. Data protection

- 7.1. Holvi collects, processes, transfers and stores the Information provided for the purpose of this Service in accordance with the Privacy Policy available at the Holvi website.

8. Amendments

- 8.1. Holvi may amend these Terms and Conditions in writing at any time.

9. Governing law and venue

- 9.1. These Terms are governed by the laws of Finland (excluding its choice of law provisions and the mandatory consumer laws of the customer's domicile). Place of jurisdiction will be at the location of the party that is being taken to court.
- 9.2. Any dispute arising out of these Terms and Conditions shall be finally resolved in the District Court of Helsinki or the district court of the place where the defendant has its domicile.