

# Terms and Conditions for the Use of the Palkkaus.fi Service

Holvi Payment Services Ltd Published: 01 March, 2024 Last Updated: 23 October, 2024 Version 1.1

## 1. Scope

These Terms and Conditions (hereinafter also "Terms") apply to the use of the Palkkaus.fi Service ("Service") provided to the Customer by Suomen Palkanlaskenta Oy (hereinafter referred to as "Partner") and available as an integration of the Holvi Service.

The Customer accepts these Terms and Conditions by enrolling in Palkkaus.fi within the Holvi Service. Acceptance of these Terms and Conditions by the Customer constitutes an agreement between the Customer and Holvi relating to the subject matter set out herein.

In addition to these Terms and Conditions, the following conditions and/or documents apply to the Service, each as in force and amended from time to time, and may additionally be agreed with the Customer and/or available on the Holvi Website:

- Terms of Service,
- Pricing Terms,
- Service Description,
- Acceptable Use Policy, and
- Any applicable supplemental terms and agreements.

#### 2. Definitions

**Holvi:** Is Holvi Payment Services Ltd, including any branch being established, also referred to in these Terms and Conditions as "we", "us" and "our".

**Holvi Customer:** Is the natural or legal person who is a customer of Holvi and on whose behalf the Partner provides the Palkkaus.fi Service, also referred to in these Terms and Conditions as "Customer".

**Holvi Integration:** Is the embedding of a service provided by a partner in the Holvi Service, which the Customer can access and use with their Holvi Account.



**Holvi Service:** Are all services that are provided by Holvi to its Customers within the scope as described pursuant to Section 1 of the Terms of Service.

Holvi Website: Is the website offered by Holvi and available at www.holvi.com.

**Palkkaus.fi Service:** Is a software-as-a-service service that enables the Customer to manage salary payments for their employees provided by the Partner and available as an integration of the Holvi Service.

Partner: Is Suomen Palkanlaskenta Oy who is providing the Palkkaus.fi Service.

**Payment Account:** Is a business account created for a customer in the Holvi Service for executing Payment Transactions regarding placing, transferring or withdrawing funds as well as receiving Payment Transactions.

**Salary Payment:** Consists of the employee's income, bonuses, expenses and other salary-related items.

**Service Description:** Is the document in which the content of the Palkkaus.fi Service is described and available on the Holvi Website.

**Terms and Conditions:** Means these terms and conditions by Holvi Payment Services Ltd, published on the date referred to on the covering sheet above and amended from time to time.

**Terms of Service:** Refers to the terms of service by Holvi Payment Services Ltd available on the <u>Holvi Website</u>.

#### 3. Purpose and use of the Service

- 3.1. The purpose of the Service is to enable the Customer to manage payroll and other related tasks for their employees.
- 3.2. The Service is available as a Holvi Integration so the Customer can access and use the Service as part of the Holvi Service.
- 3.3. The Customer has to create an account within the Palkkaus.fi Service, accept the applicable terms and conditions and authorise the Partner to provide the Service.
- 3.4. The Service consists in particular of calculating salaries, including employee's bonuses and other salary-related items.



- 3.5. Once the salaries have been calculated, Holvi receives the respective payment data and generates an outbound payment, which is displayed in the Customer's Payment Account for confirmation.
- 3.6. The Customer has to confirm the generated outbound payment in the same way as any other payment according to the Terms of Service.
- 3.7. When the payment is executed, Holvi will notify the Partner who will then report the statutory salary declaration to the income register as well as taking care of other payroll-related tasks on behalf of the Customer.
- 3.8. The Service is described in more detail in the respective Service Description, which forms part of these Terms and Conditions.

# 4. Customer Support with the Partner

- 4.1. Any questions or problems that arise when using the Service should be directed to the Partner.
- 4.2. The Partner provides the Customer with customer support via phone at +358 9 42550603 or by sending a message to customer support via email aspa@palkkaus.fi.

#### 5. Fee

- 5.1. For the use of the Service, fees are charged in accordance with the <u>Pricing</u>

  <u>Terms</u> that are available at any given time on the Holvi Website.
- 5.2. The Customer acknowledges that the fee will be charged by Holvi whereas the Service is provided by the Partner.

## 6. Liability

- 6.1. Holvi is not liable to the Customer for errors in the calculation of salaries, generation of payment orders or the reporting of salary payments to the registries.
- 6.2. Holvi is not responsible for any damages due to a mistake or delay of the Customer causing a violation of law, other provisions or an agreement with a third party.
- 6.3. The Customer has the ultimate responsibility for reviewing and verifying the final result of the Service as well as ensuring that the end product is in accordance with the information provided by the Customer.



6.4. In no case will Holvi be liable towards the Customer for indirect damages.

# 7. Termination and validity

- 7.1. The Terms and Conditions as well as the corresponding Service Description for the Service are valid until further notice.
- 7.2. The Terms and Conditions as well as the corresponding Service Description may be terminated by either party in line with the termination provisions in the Terms of Service.
- 7.3. Notwithstanding the foregoing, Holvi has the right to terminate the Service to the Customer with 14 days' notice should the Partner terminate the respective agreement with Holvi.
- 7.4. These Terms and the respective Service available as a Holvi Integration shall also terminate, when the Holvi Service according to Section 21 of the Terms of Service are terminated. The Customer's Palkkaus.fi account will remain in place so the Customer can continue to use the Service outside the Holvi Service.

# 8. Data protection

- 8.1. The Partner collects, processes, transfers and stores personal data for the purpose of providing the Service in accordance with the Privacy Policy available at the Partner's Website <a href="https://www.palkkaus.fi/en/">https://www.palkkaus.fi/en/</a>.
- 8.2. Holvi's data protection provisions are set out in the <u>Privacy Policy</u> available on the Holvi Website.

## 9. Amendments

9.1. Holvi may amend these Terms and Conditions. Holvi informs the Customer of the amendments electronically in accordance with the Terms of Service.

## 10. Priority of documents

- 10.1. If the content of the Terms and Conditions is contradictory, the documents will be applied in the following order of preference:
  - Terms of Service,
  - Terms and Conditions for the Use of the Palkkaus.fi Service,
  - Service Description(s) and
  - Pricing Terms.

# 11. Governing law and venue



- 11.1. These Terms and Conditions are governed by the laws of Finland (excluding its choice of law provisions).
- 11.2. Any dispute out of these Terms and Conditions shall be finally resolved in the District Court of Helsinki.