

Terms and Conditions for the use of the Holvi Affiliate Programme

Holvi Payment Services Oy
Last Update: 05. December, 2024
Version 1.0

1. Purpose

- 1.1. These Terms and Conditions (“Terms” or “Terms and Conditions”) are applicable to your participation in the Holvi Affiliate Programme (“Programme” or “Affiliate Programme”). By accepting these Terms and Conditions, an agreement is concluded between you (“Affiliate”, “You” or “Your”) and Holvi Payment Services Oy (“Holvi” or “we”), with its registered business address at Kaikukatu 2 C, 00530 Helsinki, Finland.

Parties shall hereinafter also be referred to individually as the “Party” and jointly as the “Parties”.

2. General

- 2.1. As an Affiliate, you will generate leads by directing traffic from your website or (social media) platform to the Holvi App in the Apple Store or the Google Play Store or to our website, www.holvi.com (“Holvi Website”), and its subdomains, thus referring potential customers to Holvi.
- 2.2. In order to accurately keep track of all leads and traffic to Holvi you generate from your website or platform, you will need to use tracking links provided by Holvi on the [Affiliate platform](#) for all Holvi-related outings. You can request more tracking links in addition to the links that come with the offer(s) by sending an email to affiliate@holvi.com.

- 2.3. You may only use Holvi visuals and designs that have been explicitly provided or approved by us. You may not use Holvi branding on your website, platform or in your messages, except for branding that has been provided by Holvi and following any applicable instructions given by Holvi. Holvi retains the right to demand that certain visuals and designs be taken down if they are not in line with the regular Holvi branding.
- 2.4. You may not use tracking links provided by Holvi for any purpose other than allowed in the Terms, Holvi's instructions or any applicable laws.
- 2.5. You may not compete with Holvi for keywords in possession or in the interest of Holvi. This includes, but is not limited to, keywords in popular search engines, such as Google and Bing. Holvi reserves the right to decide which keywords are in its interest. These keywords include, for example, any keyword including the term "Holvi", any of Holvi's products or misspellings of these terms.
- 2.6. You will ensure that third parties do not get the impression that your content is official Holvi content. The content should show the commercial cooperation with Holvi. You will also ensure that all content relating to Holvi contains accurate and up-to-date information and does not contain any (spelling or content) errors. Holvi has the right to review such content before you publish it.
- 2.7. Affiliates who wish to promote Holvi via third parties will be classified as Networks. Networks are only allowed if Holvi approves them, and if they fully disclose where the third parties are coming from. Networks directly responsible for the materials, methods and channels of advertisement of their third party affiliates. They are not allowed to offer a higher commission fee to their third parties than the commission fee indicated in the Offer received by the Affiliate.

3. Compensation

- 3.1. As an Affiliate, you will receive a standard commission fee for each Registered User, which is specified in the Offer you receive.
- 3.2. For a referred lead to be considered a Registered User, the following conditions are met:

- 3.2.1. The referred lead has registered on the Holvi Website or via the Holvi App;
- 3.2.2. You have not breached any of the requirements or your obligations under these Terms, Holvi's instructions, or applicable laws.

3.3. Furthermore, the Registered User:

- 3.3.1. Is not a robot, computer script or other automated or artificial method;
- 3.3.2. Must complete the registration within the time-limit set by Holvi;
- 3.3.3. May not later be determined by Holvi to be fraudulent, incomplete, unqualified or a duplicate.

3.4. We reserve the right to charge back any amounts previously paid to you for the referral of Registered Users if it is determined that the requirements set out by Holvi in these Terms have been breached.

3.5. Holvi is exclusively authorised to determine if a Registered User has successfully been registered. This may not be manipulated by any means.

3.6. Payments will be made monthly with a 10-day locking period and a payment term of thirty (30) days.

3.7. Payments will be made only in EUR to an EU/EEA IBAN. The IBAN number/bank account must be under the same personal or business legal name as the one associated with your Affiliate account.

3.8. You are responsible for keeping your billing information updated on the Holvi Affiliate platform.

3.9. After Holvi has determined the amount that is to be paid out to you in correspondence with this Section, Holvi will send an invoice to you. If you wish to dispute the invoice, you must do so within fourteen (14) days of the date on the invoice. If you do not dispute the invoice, you hereby agree that you irrevocably waive any claims based upon that invoice.

4. Compliance with laws and Code of Conduct

- 4.1. You will act in line with all applicable laws relevant to this Affiliate Programme as well as with Holvi's Supplier Code of Conduct available on the Holvi Website at [Holvi Supplier Code of Conduct](#), as well as any other instructions set out by Holvi.

5. Confidentiality

- 5.1. Any information that Holvi provides as confidential should be treated as such by you both during and after termination of these Terms.
- 5.2. Such information may not be disclosed, in full or in part, to any other person, firm or organisation without prior written authorisation from Holvi. You may use such information only when performing your obligations under these Terms.
- 5.3. Upon termination of these Terms, you will remove any information received from Holvi and destroy any copies thereof within forty eight (48) hours after termination.

6. Intellectual Property

- 6.1. Holvi retains full ownership of all its intellectual property rights, registered or unregistered, or any other protection of a similar nature.
- 6.2. For the duration of these Terms, Holvi grants you a non-exclusive, royalty free licence to use its trademarks in the execution of these Terms, as long as they are used in accordance with Holvi's branding guidelines and instructions. This licence can be revoked by Holvi at any time and shall automatically end in case these Terms and Conditions are terminated for whatever reason.

7. Protection of Reputation

- 7.1. You will take no action which is intended to or which can reasonably be expected to disparage or harm Holvi or its reputation or which would reasonably be expected to lead to unwanted or unfavourable publicity for Holvi. This includes,

but is not limited to, not posting content that (i) is illegal, (ii) infringes upon the personal rights or intellectual property of any third party, or (iii) is harmful, sexually explicit, harassing or promoting violence, discrimination or otherwise contains materials that could reasonably be considered objectionable.

8. Termination and validity

- 8.1. These Terms and Conditions enter into force upon accepting them and shall remain valid until further notice. Both parties may terminate at any point in time. In doing so, they must adhere to a notice period of one (1) month.
- 8.2. Notwithstanding provision 8.1., Holvi is entitled to terminate these Terms and Conditions with immediate effect if you violate these Terms or are not able to meet the conditions or any of your obligations as described in these Terms and Conditions.
- 8.3. In case of termination of these Terms, you must remove all content relating to Holvi and the Affiliate Programme as soon as possible but in any event within forty eight (48) hours after termination.
- 8.4. Any outstanding payment due to you under Section 3 will still be paid to you even after these Terms and Conditions have been terminated.

9. Data protection

- 9.1. Holvi collects, processes, transfers and stores personal data of the Affiliate and the Registered Users (name, email address and phone number) provided for the purpose of the Affiliate Programme in accordance with the Privacy Policy available at the Holvi Website.

10. Limitation of Liability

- 10.1. In no event shall Holvi be liable to you for any losses or damages, whether indirect, incidental, special, personal or consequential, including but not limited to, loss of profits or loss of business opportunity, even if such losses or damages were foreseeable and whether or not Holvi had been advised of the possibility of

these losses or damages.

- 10.2. The liability of Holvi will be limited to and will not exceed the amounts paid to you by Holvi in commissions during the six (6) months immediately prior to the claim.
- 10.3. If you become aware of damages and/or losses that you want to claim from Holvi, you are required to do so within a reasonable time. Any failure to provide notice to Holvi within such reasonable time will automatically lead to Holvi not being liable.
- 10.4. You agree to defend, indemnify and hold Holvi harmless from and against any and all claims, damages, liabilities, costs and expenses arising from or related to any third-party claim that your marketing or any part of it infringes any copyright, patent, trademark, trade secret, or other intellectual property right of any third party.

11. Amendments

- 11.1. Holvi may amend these Terms and Conditions at any time. The latest version is always available on our [Website for Germany](#) and on our [Website for Finland](#).

12. Governing law and venue

- 12.1. These Terms are governed by the laws of Finland.
- 12.2. Any dispute arising out of these Terms and Conditions shall be finally resolved in the District Court of Helsinki.

13. Other provisions

- 13.1. These Terms do not constitute an employment agreement or partnership agreement between you and Holvi.
- 13.2. If any provision of these Terms proves to be invalid or void, the other provisions shall remain unaffected by this and shall remain in full force.
- 13.3. Each Party hereby agrees to indemnify and hold the other Party harmless from any



and all claims, demands, costs, liabilities, losses, expenses and damages based on (i) any misuse by you or any party under your control, (ii) any claim relating to your content posted in relation to these Terms and Conditions, and (iii) any failure or breach of these Terms.