

TERMS AND CONDITIONS FOR THE USE OF HOLVI ZEN SERVICE

Holvi Payment Services Ltd
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1 APPLICATION OF TERMS

1.1 These Terms and Conditions apply to the use of the Holvi Zen ('Zen').

1.2 Use of the Service requires registration as a Customer of Holvi's payment services. When registering with the Holvi Services the Customer assures that they have read these Terms and Conditions and the Service Description, which together constitute an agreement on the use of the Holvi Zen service ("Agreement") between you as the Customer and Holvi - the Zen Service provider. In addition to these Terms and Conditions, the Customer has agreed on the Terms of Service of Holvi's provided payment services.

2 DEFINITIONS

2.1 "Customer" means any natural person acting as an entrepreneur or a legal entity, which is using the Service in connection with their business activities and is a Party to this Agreement.

2.2 "Terms and Conditions" means these Terms and Conditions.

2.3 "Service" means Holvi Zen services defined in the Service Description. The Zen services are provided as an additional service for the Users of Holvi's provided payment services.

2.4 "Service Description" means the document in which the content of the Service is described and available on Holvi website.

2.5 "Holvi" means Holvi Payment Services Ltd.

2.6 "Accounting Partner" means Lemon Tree Oy.

2.7 "User" means the natural person representing the Customer in using the Service and authorised to use the Customer's payment account on behalf of the Customer.

3 DESCRIPTION, CONTENT AND RESTRICTIONS OF THE SERVICE

3.1 The Service is a web service provided and maintained by Holvi to assist the Holvi User in their accounting requirements, government fees, and official notifications. The Service may only be used for legitimate business activities.

3.2 The Service explicitly includes only the services described in the Service Description.

3.3 The Service does not include, and Holvi is not responsible for anything other than the Services described in the Service Description. Holvi is not responsible for any part of the Holvi User's business activities; the planning, implementation, or execution, and the Service provided does not include any kind of business, financial or tax advice.

Without prejudice to the above-mentioned, and for the sake of clarity, the following services are not part of the Service:

- Legal advice, complaints, litigation or anything other than the authority procedures explicitly described in the Service Description;
- Other tax related measures than explicitly described in the Service Description;
- Double-entry bookkeeping system

3.4 Holvi has the right to add, modify and remove parts of the Service Description, to temporarily or permanently disable the Service for adding new features, and to include additional terms for any feature of the Service.

3.5 In all circumstances, Holvi is solely responsible for its own activities as a Service provider and only responsible for the Services provided for these purposes expressly agreed under section 3. Limitation of Liability for the Service delivery is more specifically agreed in section 11.

4 CUSTOMER RESPONSIBILITY AND OBLIGATION TO CONTRIBUTE TO THE SERVICE

4.1 The Customer understands and agrees that the provision of the Service for the Customer requires that the Customer complies with the Agreement, the instructions given by Holvi or the Accounting Partner, and otherwise contributes to the provision of the Service; including delivering the information, authorisations and other measures required by Holvi or the Accounting Partner. The Service is provided based on the information delivered by the User, and Holvi has no obligation to check the accuracy or the perfection of the information and materials provided by the Customer.

4.2 The Customer understands and accepts that providing the information and authorisations requested and required by the set deadline as well as contributing in the accounting in accordance with this Agreement and the Service description is prerequisite for the provision of the Service. The Customer further understands that in case it fails to comply with the instructions of Holvi and/or the Accounting Partner they are not able to provide the Service completely in accordance with the Service Description. This does not constitute any rights for discounts or exempt from the subscription fees.

4.3 The Customer is responsible for providing and receiving materials electronically in line with the Service Description and Holvi's or Accounting Partner's instructions. The information and materials necessary for the execution of the Service must be provided to the Service well in advance and at the latest on the dates specified in the Service Description so that the Accounting Partner can perform the agreed tasks properly during normal working hours.

4.4 For the sake of clarity, the Customer is always responsible for their accounting, business, its legality, planning and implementation, and their responsibilities towards third parties (including tax and other public authorities). The Customer is responsible for the completeness and correctness of the accounting as a taxable legal person and the employer obligations as an employer (including all the accounting materials). The responsibility of Holvi and the Accounting Partner is always limited to the Service Description and applicable laws.

4.5 The Customer has the responsibility for reporting to the Service all business income related to the Customer by the end of each fiscal year.

5 QUALITY OF SERVICE AND CUSTOMER SERVICE

5.1 The Service is provided "as is" without any assurance of the availability of the Service or service levels. Holvi will endeavor to keep the Service running but does not guarantee uninterrupted or error-free operation of the Service. Interruptions in the Service may occur for reasons such as maintenance, overload or other discontinuations. Interruptions will be announced in advance, if possible. Holvi is not liable for any loss due to interruptions.

5.2 Holvi is also not responsible for any malfunctions of the Service, technical defects, or malfunctions caused by software, links, or breaks causing damages to the Customer, User, or third party.

5.3 Holvi can be contacted through the customer support. Information on Holvi customer support is available on the support portal available at <https://support.holvi.com>.

6 REGISTRATION, AUTHORISATIONS AND CUSTOMER INFORMATION

6.1 Registration and correctness of information

6.1.1 Use of the Service requires the User to register the Customer with Holvi's payment services and agree on the Terms of Service and other Terms and Conditions of Holvi's services.

6.1.2 Holvi has the right not to grant or to suspend the User's and/or Customer's access to the Service, if all required information is not provided, it is provided incompletely, incorrectly, or inappropriately, or if the User or Customer otherwise does not fulfill the conditions of use to grant the access for the Service.

6.1.3 The Customer is responsible for ensuring that the information provided to the Service is correct and up to date. The Service is provided on the basis of information provided by the User. If the User gives false or outdated information, Holvi is not responsible for any errors, costs or penalties caused for this. If the User discloses false or outdated information to Holvi, the User must notify Holvi without delay.

6.2 Authorisations

6.2.1 Use of the Service requires the Customer to be a Holvi customer, accept these Terms and Conditions and grant an authorization to the Accounting Partner for tax matters.

6.2.2 Holvi may require a renewal of the authorization of the Accounting Partner or a new authorisation during the term of this Agreement. If the User does not provide the authorisation, or gives inadequate or incorrect authorization, Holvi has the right to refrain from providing the Service and / or terminate the Agreement.

6.3 Use of the information

6.3.1 The Customer understands and agrees that Holvi will share the essential Customer and User information with the Accounting Partner. The disclosed information is limited to what is necessary for Holvi or the Accounting Partner to operate and run the Service. The Customer further understands and agrees that all required bookkeeping and tax documents and data related to the Service may be submitted to the respective tax authorities for the purpose of the Service.

7 RESPONSIBILITY TO COMPLY WITH LAWS

The Customer has the final responsibility to review and verify the end result of the Service and the Customer is always ultimately responsible for the financial statements, accounting, tax declarations and other documents, and that all other end products and measures of the Service fulfill the applicable legislation, official regulations and other standards, and that the end products have been made in line with the above-mentioned requirements and delivered on time.

8 LIABILITY LIMITATIONS

8.1 Holvi shall not be liable for any damage caused by the errors attributable to the Customer in accounting, tax returns or other tax documents, or delays related to them.

Further, Holvi is not responsible for any damages due to a mistake or delay of the Customer causing a violation of law, other provision or an agreement with a third party. Holvi is not obliged to compensate damages caused by errors, delays or losses/changes of information.

8.2 In no case will Holvi be liable for indirect damages.

8.3 The maximum liability of Holvi for the direct damages is in the maximum 1,000 euros for one incident and the maximum amount for several incidents within the same year is 2,000 euros in total. The damage is considered as one damage even though it would have consisted of a repetition of the same mistake and even if the mistake had an impact on several financial years. The damage is deemed to have occurred completely during the year the mistake or other action causing the damage occurred, even though some part of the damage had occurred in another year.

8.4 Holvi is not liable for any damage caused by the information or instructions given by the Customer, inadequate or inaccurate material submitted by the Customer, the delay in the submission of information, or any other action of the Customer or their representative.

8.5 If the Customer or the User discovers an error in the Service, they shall promptly inform Holvi. In this case, Holvi has the right and the duty to repair it free of charge in a reasonable time. If the Customer fails to report an error it has detected or should have reasonably detected, the Customer has no right for claims based on the error.

9 CLAIMING DAMAGES

Claiming damages from Holvi must be made in writing without undue delay of noticing the possible damage.

10 VALIDITY OF THIS AGREEMENT

10.1 This Agreement is valid until further notice.

10.2 This Agreement and the Service may be terminated by Holvi in line with the termination provisions in the Terms of Service. For the sake of clarity, if only the Service is terminated, the Customer will select or be assigned to a new subscription plan in accordance with Section 3.5. of the Holvi Pricing Terms.

10.3 The customer can terminate the Holvi Zen Service and this Agreement or change the subscription to another Holvi subscription plan available at any time. The termination or change in the plan will become effective at the end of the subsequent calendar month this written notice has been issued.

11 FORCE MAJEURE

Holvi shall not be liable for any delays or damages caused by an obstacle which is beyond its control, which itself or its consequences cannot reasonably be expected to be taken into account at the time of this Agreement, nor if Holvi could not reasonably have avoided or won the obstacle. In addition to other factors mentioned above, disruptions to the Service are considered obstacles being beyond Holvi's control, if they are due to disruptions in telecommunications or other electronic communications, as well as disruptions caused by fire or other accidents. A strike, a barrage, a boycott, and any other industrial action is also considered a force majeure when Holvi is subject to one or participates in one.

12 AMENDMENTS TO THE AGREEMENT

Holvi has the right to change this Agreement by notifying the Customer 30 days in advance in writing, for example by email or via the user interface. The Customer has the right to terminate the Service before such change enters into force if a substantial change is made to the Agreement. In addition, Holvi has the right to change the Terms & Conditions immediately by informing the Customer if the change does not increase the Customer obligations or reduce its rights.

13 PRIORITY OF DOCUMENTS

If the content of the agreement documents is contradictory, the documents will be applied in the following order of preference:

1. Terms of Service
2. Holvi Zen Service Terms and Conditions
3. Service Description
4. Pricing Terms

14 APPLICABLE LAW AND DISPUTE RESOLUTION

14.1 These Terms are governed by the laws of Finland (excluding its choice of law provisions).

14.2 If the User is not satisfied with the Services, the User is always welcomed to submit a complaint to Holvi. The User can send a message through the following [Complaints Form](#).

14.3 Any dispute arising out of these Terms and Conditions shall be finally resolved in the District Court of Helsinki.