

## Terms of Use of Talenom and the Talenom One Service 1.0

### General

The Talenom online service (the "Service") is an online service entity provided by Talenom Group ("Talenom"), enabling the user of the Service (the "Customer") to handle bookkeeping, payment services, purchase and sales invoices, and payroll.

The Customer may outsource some or all of the above tasks to Talenom. The Customer may also buy other products/services offered by Talenom via the Service. The exact content of the Service used by the Customer shall be determined according to the services selected by the Customer. The exact contents and pricing are presented in the Talenom and Talenom One Service Manual.

### Inception of the agreement, commencement of use of the Service

An agreement between Talenom and the Customer concerning the Service arises when the Customer accepts these terms and conditions and appendices to the agreement. The Customer undertakes to comply with these terms and conditions, the appended general terms and conditions, and the instructions for using the Service. The Customer must be identified to use the services. Talenom shall be entitled to check the Customer's credit records.

### Service content

The content of the Service used by the Customer shall be determined according to the services selected by the Customer. Each service is described in more detail in the separate appendix (Talenom and Talenom One Service Manual), which the Customer should read when selecting a service level. Talenom shall be entitled to alter the contents and/or functionalities of the Services without the Customer's consent.

### Payments

The right to use the Service is based on the selected services and may include a prepaid, non-refundable right to use the Service. The right to use the Service shall always be paid for in advance, one (1) month at a time. In addition, the services may carry volume-based charges.

The fees charged for the Service are listed in a separate price list. Talenom shall be entitled to revise the price list without the Customer's consent. The fees shall be charged monthly in advance or at the end of the month according to services rendered, depending on the selected services (Talenom and Talenom One Service Manual).

### Customer identification when using the Service

The use of the Service requires the strong identification of the Customer. The Customer shall be responsible for their IDs and the use and storage thereof. Talenom shall not be liable for any loss or damage caused through misuse if a third party gains access to the Customer's IDs. The Customer shall be obliged to notify Talenom immediately if any IDs are lost or suspected to have fallen into the hands of a third party.

## **Hardware, subscriptions and connections required to use the Service**

The Customer shall acquire all the hardware, subscriptions and connections required to use the Service at the Customer's own expense. Talenom does not guarantee that the Service can be used on the Customer's hardware. The Customer shall be responsible for the functionality and security of their own hardware, software, subscriptions and connections. Talenom shall be responsible for ensuring that the information security of its information systems has been arranged appropriately.

## **Customer's responsibilities in relation to the use of the Services, limitation of Talenom's liability**

The Customer shall be liable for all actions they take using the Service. The Customer understands and accepts that when the Customer uses the Service to take actions related to bookkeeping, payments, account transactions, invoicing, payroll, etc., the Customer shall be solely liable for the outcome of such actions, and Talenom shall not bear any liability for them.

If the Customer outsources some or all of the actions performed using the Service to Talenom, Talenom shall be liable for the actions it takes to the extent specified in the appended Talenom 2021 General Terms and Conditions. The limitations of liability provided in the Talenom 2021 General Terms and Conditions shall also apply under such circumstances.

## **Interruption and suspension of the Service**

Talenom cannot guarantee the continuous and uninterrupted operation of the Service under all circumstances. The Service may be temporarily unavailable due to a technical fault, loss of connection or equivalent causes. It may also become necessary to suspend access to the Service due to a technical change, fault rectification, maintenance, updates or equivalent causes. Talenom shall endeavour to communicate such suspensions in advance whenever possible and schedule the suspension to minimise the inconvenience.

Talenom may also suspend an individual Customer's access to the Service if the Customer breaches the terms and conditions of the agreement or uses the Service illegally or if the Customer's actions or the Customer's hardware/software otherwise jeopardises the security and/or functionality of the Service or if the Customer's actions otherwise pose a risk to Talenom or a third party. Talenom shall not be liable to the Customer for any harm, loss or damage incurred due to the interruption and/or suspension of the Service.

## **Data protection**

Talenom may process personal data in connection with the use of the Service. A separate Talenom 2021 Agreement on the Processing of Personal Data was accepted at the same time as this agreement.

## **Validity and termination of the agreement**

This agreement shall be valid indefinitely. Either party may terminate this agreement with two (2) months' notice. The Customer may also discontinue using the Service at any time, although the advance fee paid to access the service for the month concerned shall not be refunded. Talenom may suspend the Service without observing a notice period under the circumstances described above. Notwithstanding the termination of the Agreement, any parts of this agreement that, by their nature, are intended to survive the termination of the agreement shall remain in force.

## Talenom's entitlement to amend the terms and conditions of the agreement

Talenom shall be entitled to update and amend these terms and conditions. The Customer must be notified at least one (1) month in advance of an amendment to the terms and conditions. If the Customer does not accept the amended terms and conditions, the Customer should terminate this agreement before the amendment takes effect. By continuing to use the Service, the Customer accepts the amended terms and conditions.

## Applicable law and jurisdiction

Finnish law shall apply to this agreement, with the exception of the connecting factor rules. Any disputes that arise out of this agreement and cannot be settled by negotiation shall be resolved by the District Court in the defendant's domicile.

## General terms and conditions

Insofar as these terms and conditions do not specify otherwise, the Talenom 2021 General Terms and Conditions and the Talenom 2021 Agreement on the Processing of Personal Data shall apply to this agreement.

## Acceptance

The Customer acknowledges that the appendices to this agreement comprise an integral part of the rights and obligations under this agreement.

I accept and undertake to comply with these terms and conditions and the following appendices to the agreement:

- Talenom 2021 General Terms and Conditions
- Talenom 2021 Agreement on the Processing of Personal Data
- Statement of processing operations
- Talenom and Talenom One Service Manual

The applicable revisions of the appendices are also available at:  
[www.talenom.fi/sopimusliitteet](http://www.talenom.fi/sopimusliitteet).