

PALKKAUS.FI: TERMS OF USE

Updated: 30 September 2021

1. DEFINITIONS

1.1 “Palkkaus.fi” refers to the service provider, Payroll Finland Ltd, business ID 2554393-3. Payroll Finland Ltd is entitled by registration to provide payment services without a licence in Finland. Payroll Finland Ltd is registered in the register of payment services of the Finnish Financial Supervisory Authority (FIN-FSA), and is subject to supervision by the FIN-FSA.

1.2. “Service” refers to the service package consisting of the Palkkaus.fi service of Payroll Finland Ltd, the Website at the address <https://www.palkkaus.fi> and related websites, as well as communications, for example by email or telephone.

1.3. “User” refers to an employer, representative of an employer, or an employee who uses the Service.

1.4. “Terms of Use” refers to the terms of use set out in this document.

1.5. “Data Protection Laws” is used as the collective term to refer to the EU General Data Protection Regulation (EU 2016/679) as well as the applicable current data protection laws, such as the Data Protection Act (1050/2018) and the Act on the Protection of Privacy in Working Life (759/2004).

2. APPLICATION OF THE TERMS OF USE

2.1. Use of the Service is subject to these Terms of Use.

2.2. Use the Service requires registration as a User.

2.3. By registering with the Service, the User acknowledges having read these Terms of Use and agrees to comply with them when using the Service, and to act in accordance with the instructions for use given in the Service and in accordance with the law and good practice.

2.4. The User also confirms having read the applicable privacy policy on the privacy pages on our website, which can be accessed by clicking the link on our website.

2.5. If the User does not accept these Terms of Use, they are not entitled to use the Service.

2.6. Palkkaus.fi has the right to unilaterally change the Terms of Use by announcing the change on its Website at <https://www.palkkaus.fi>, and also by announcing it to Users who have logged in to the Service interface. Significant changes to the Terms of Use will be communicated to active Users in written or electronic form, either by email or via the Service, using the contact details stored by the User in the Service.

3. SERVICE DESCRIPTION

3.1. The Service is provided and maintained by Palkkaus.fi. Palkkaus.fi has the right to transfer the Service or any part of it to a third party.

3.2. The Service is an online service that can be used to manage salary calculation and payroll-related matters for an individual or company.

3.3. The User can be an employer, a company representative or an employee. An accounting firm authorised by the User may also act as the company's representative in the Service.

3.4. The Service is an electronic tool that helps the User to manage their obligations related to salaries and employment.

3.5. The Service may only be used for handling employment relationships and work that comply with the law and good practice.

3.6. Palkkaus.fi acts solely as a provider of the Service, and Palkkaus.fi is not a party to any agreements that may be entered into between Users.

3.7. Palkkaus.fi is not responsible for the performance or quality of the work being paid for.

3.8. Palkkaus.fi has the right to add, modify and remove any part of the Service at any time.

4. REGISTRATION AND USER INFORMATION

4.1. To use the Service, the User must register with the Service and provide the required personal data, and if the company acts as the employer, also the company information.

4.2. Natural persons over 15 years of age with a Finnish personal identification number may register as a User of the Service. In order to be paid through the Service or to manage the company's payroll, the User must be at least 18 years of age.

4.3. The User account, username and password are personal to the User and may not be disclosed or divulged to any third party. The User is responsible for all use of the Service that occurs via the User's account.

4.4. The User agrees to provide accurate information when registering for the Service, in which case a user account will be created for the Service. The Service functions on the basis of the information provided by the User to help the User manage their obligations related to employment and salaries. If the User provides false or outdated information on the Service, Palkkaus.fi will not be liable for any consequent costs and penalties.

4.5. The User is obligated to keep the user data and contact information provided to the Service up to date.

4.6. If the User finds incorrect information in the Service, they must immediately notify Palkkaus.fi of this.

4.7. The Service has the right to verify the information provided by the User from external sources and to make entries in the User's profile.

4.8. The data stored by the User in the Service and the salary calculation produced by the service are kept for 10 years after the year of payment. However, customer identifying information is always stored and deleted in accordance with the Act on Preventing Money Laundering and Terrorist Financing (444/2017).

4.9. If the User is a politically exposed person (PEP), or a person in their immediate circle is politically exposed person, the User is obligated to inform the Palkkaus.fi customer service personnel responsible for the Service before using the Service. A politically exposed person is a politically influential person within the meaning of the Act on Preventing Money Laundering and Terrorist Financing (444/2017).

If the User fails to comply with the aforementioned obligation to notify Palkkaus.fi, the User will not be granted the right to use the Service.

4.10. Palkkaus.fi has the right not to grant the User access to the Service if not all user data has been provided, if the data provided is incomplete or provided improperly, or if the User does not otherwise meet the conditions for granting access to the Service.

4.11. Palkkaus.fi has the right to remove from the Service any User who violates these Terms of Use or other instructions regarding the use of the Service, or violates the law or good practice, and to block such a User from accessing the Service.

5. ACCOUNTS AND CUSTOMER FUND MANAGEMENT

5.1. The Service processes the accounts and notifications of the employer who has joined to the Service to the authorities, insurance companies, occupational pension companies, and other entities related to employment.

5.2. The Service may create payment records for the User, which the User may pay themselves in the manner of their choosing or with the assistance of another online service using the Service. In this case, the User is responsible for handling the payment transactions on the basis of the payment information generated by the Service. The Service is responsible for the error-free production of payment data based on the information provided by the User.

5.3. Payments can also be made through Paytrail Plc or Finnish banks. Palkkaus.fi maintains a pooled account for this purpose. The funds in the pooled account are the exclusive assets of the Users, which Palkkaus.fi, and are held on behalf of the Users in accordance with the law and the Terms of Use. Palkkaus.fi keeps its own funds separate from the funds in the pooled account.

5.4. If the payment is made through the Service's pooled account, processing the payments to the beneficiary's bank accounts will take three business days after the payment is made in the Service.

5.5. At the end of each calendar year, a statement is made of the funds held in the pooled account. In certain circumstances, funds may remain in your pooled account as a User at the end of the year. This can happen for a number of reasons, for example if a surplus arises due to a payroll correction made after the payment of wages and salaries, and this surplus has to be returned to the employer.

5.6. Any funds remaining in the pooled account will be returned to the Users after the annual settlement of the pooled account as described in section 5.5. Statements of less than €30 will not be refunded automatically (this limit is hereinafter referred to as the "Refund Limit"). Any interest benefit on the pooled account remains with Palkkaus.fi.

5.7. Funds in excess of the Refund Limit will be returned to the User. The refund is paid within six months of the end of each calendar year. If, despite all efforts, the refund is not successful, the funds will be credited to Palkkaus.fi as follows:

- Beginning from the July following the annual statement, the User will be charged a service fee of €5 per month (VAT 0%) to cover safekeeping costs.
- The service charge will not exceed the amount shown on the account balance.
- The User may request the return of any remaining funds in excess of the Return Limit at any time after the end of the calendar year and provide the Service with the necessary information for making the return.

6. PRICING

Service fees will be charged for the use of the Service in accordance with the valid Service price list, which can be accessed by clicking the link on our website.

7. PROCESSING OF PERSONAL DATA

In maintaining the Service and processing the information you provide, we shall comply with the applicable legislation and process the said information in the manner required by the applicable Data Protection Laws.

7.1. The personal data provided by the User when registering for the Service and when creating a user account is considered personal data within the meaning of the Data Protection Laws.

7.2. The User is obligated to comply with the Data Protection Laws and the legislation applicable to payroll accounting and reporting.

7.3. As a rule, the User acts as the controller and Palkkaus.fi as the processor. Palkkaus.fi processes the personal data provided by the User on the User's behalf and in accordance with the User's instructions. In this case, a processing agreement is always concluded between the User and Palkkaus.fi in accordance with the Data Protection Laws (specifically, article 28 of the General Data Protection Regulation (EU 2016/679)).

Palkkaus.fi acts as a controller only in situations where it independently determines the purposes and means of the processing of personal data, such as the personal data of the User's contact persons and persons in charge that Palkkaus.fi makes use of.

7.5. The agreement on the processing of personal data and Palkkaus.fi's privacy policy can be accessed on our privacy page by clicking the link on our website.

8. COPYRIGHT, OTHER INTELLECTUAL PROPERTY RIGHTS AND THE USER'S RESPONSIBILITY FOR THE MATERIAL SENT

8.1. The Service is protected by copyright under Finnish law. The Service may contain material protected by copyright, trademarks, or other intellectual property rights. The names, trademarks and other marks appearing on the Service and Palkkaus.fi's intellectual property rights are the exclusive property of Palkkaus.fi. The Service may also contain trademarks or symbols that are the property of third parties.

8.2. On the Service, the User has the right to view and download material solely for the purpose of using the Service.

8.3. The User has no right to modify in any way the material contained in the Service or to make copies of it, unless this has been expressly agreed in writing.

8.4. The User is responsible for all material and content provided to the Service. In particular, the User is responsible for ensuring that the material in question does not violate any law or good practice, or the copyright or other rights of any party.

8.5. Palkkaus.fi has the right to unilaterally change or remove, without first consulting the User, any text or other material from the Service that is contrary to law or good

practice, or otherwise inappropriate, or incorrect. The Service is not obligated to notify Users of the deletion of material either before or afterwards.

8.6. The User will be fully liable for any claims, costs or expenses incurred by third parties in respect of any material supplied by the User.

8.7. The User may not register any user ID that infringes any copyright, domain name, trademark or other intellectual property right or is contrary to good practice or offensive.

8.8. By submitting material or content to the Service, the User grants Palkkaus.fi the right to use, publish, edit, copy and otherwise use the submitted material and content required to provide this Service.

9. LIMITATIONS OF LIABILITY

9.1. When using the Service, the User will deal with another User or other parties necessary to perform the obligations of the employment relationship through the Service.

9.2. Palkkaus.fi is neither an employment agency nor a party to any work agreement agreed between Users.

9.3. Palkkaus.fi is not a party in the handling of insurance; the settlement of, for example, any accident at work shall be handled directly between the User and the insurance company. The User is responsible for taking out statutory insurance in respect of the performance of the work, in accordance with the requirements of the law.

9.4. All complaints and claims relating to agreements entered into through the Service must be addressed to the party with whom the User has entered into the agreement.

9.5. Palkkaus.fi is not responsible for and is under no obligation to receive or process any claims against other Users, or to mediate or resolve any disputes between Users, unless the claim relates to the Service or Palkkaus.fi's operations or responsibilities.

9.6. Palkkaus.fi is not responsible for the accuracy, content, veracity or uninterrupted availability of the material or information contained in the Service.

9.7. In no event will Palkkaus.fi be liable for any damage, loss, loss of data or material or any other damage caused directly or indirectly by the use or cessation of use of the Service, or by any incompleteness of material or content on the Service.

9.8. If the User discovers an error in the operation of the Service, they must immediately notify Palkkaus.fi. In such cases, Palkkaus.fi is entitled and obligated to correct any harm caused by the error in the Service free of charge as soon as circumstances allow. If the User fails to report an error in the Service which they have

discovered or should reasonably have discovered, the User shall not be entitled to make a claim based on that error.

9.9. Palkkaus.fi is not liable for the User's taxes, residual taxes or other similar obligations. Palkkaus.fi is not liable for damages if the damage is caused by the incompleteness, inaccuracy or delay in provision of the information or instructions provided by the User in the Service or the delivered material or otherwise caused by the User, or if the damage is caused by the User's actions.

9.10. Palkkaus.fi is not liable for any damage caused by the User's failure to comply with applicable laws or regulations or with the terms and conditions agreed with Palkkaus.fi. At no time is the Service subject to measures related to business, managerial or personal financial matters. These are decided on and are the sole responsibility of the User.

9.11. Palkkaus.fi is liable only for direct damages caused by negligence on its own part. However, Palkkaus.fi's liability is always limited to a maximum of €5,000 for a single incident and a maximum of €10,000 in total for incidents that have occurred during the same year. An injury is considered to be a single occurrence even if it is caused by a repetition of the same error, and even if it affects more than one accounting period. The damage is deemed to have occurred in its entirety in the year in which it substantially occurred, even if any part of it occurred in another year.

9.12. Palkkaus.fi has the right to add, modify and remove portions of the Service, to temporarily or permanently disable the Service to implement new features, and to add special terms for any feature.

9.13. Palkkaus.fi is not responsible for the functionality of any link in the Service that leads to a website maintained by a third party, or for the content or legality of any such website maintained by a third party.

9.14. The Service will always be operated in accordance with current legislation and regulations, and Palkkaus.fi will not be liable for any retroactive changes to the Service or any costs or additional obligations arising from such changes.

9.15. Palkkaus.fi is not liable for any delays or damages caused by any obstacle that is beyond Palkkaus.fi's control and which Palkkaus.fi could not reasonably be expected to have taken into account at the time of the conclusion of the agreement, and the consequences of which Palkkaus.fi could not reasonably have avoided or overcome. Obstacles of this kind – that is, force majeure circumstances – include, but are not limited to, disruptions in telecommunications or other electronic communications independent of Palkkaus.fi or the Service, and interruptions or delays in the operation of Palkkaus.fi or the Service caused by fire or some other similar accident. Strikes, lockouts, boycotts, or other industrial action are also considered force majeure circumstances when Palkkaus.fi or the Service are the subject of it or otherwise involved in it.

10. QUALITY OF SERVICE AND CUSTOMER SERVICE

10.1. Palkkaus.fi will endeavour to keep the Service available continuously and without interruptions, but does not guarantee uninterrupted operation of the Service. Interruptions will be notified in advance where possible.

10.2. Palkkaus.fi is not responsible in any respect for the service or content of other service providers. This also applies to instances where an external service or content can be accessed through the Service, for example via an electronic link or other means.

10.3. Additionally, Palkkaus.fi is not liable for any damage that may be caused to the User or any third party by the use of the Service or by malfunctions, technical faults, or by malicious software or links, or by interruptions in the Service.

10.4. Palkkaus.fi customer service is primarily provided by email, and customer service requests are answered as quickly as possible.

11. APPLICABLE LAW AND DISPUTE RESOLUTION

11.1. These Terms of Use are governed by Finnish law.

11.2. Any disagreements or disputes between Palkkaus.fi and the User will be resolved primarily through negotiations. If no agreement can be reached through negotiation, the matter will be settled in Helsinki District Court, in Finnish.