

TERMS AND CONDITIONS, VISMA SEVERA

1 General

Please read the following Terms and Conditions carefully before using the websites or services operated by Visma Severa. These Terms and Conditions constitute the whole agreement between Visma Severa ("Visma Severa") and you, the user ("User"), for the services provided by Visma Severa ("Service"). Use of the websites or Service signifies the User's agreement to these Terms and Conditions. Through registration for the Service the User agrees to be bound by the Terms and Conditions every time the Service is used. The Service shall not be used unless the User agrees to the Terms and Conditions in entirety. The Terms and Conditions may be amended by Visma Severa at anytime.

The User is liable for the appropriate use of the Service by any persons for which the User creates a separate login ("User Seat"), and the User is obliged to inform those persons regarding the entire contents of these Terms and Conditions.

2 Restrictions

The Service is meant only for commercial use and not for consumers. In order to register an account ("Account") with Visma Severa, the User:

1. must be a human being of legal age, acting for her/himself or for a legal entity; an account registered by automated means shall not be accepted.
2. must provide his/her full legal name, a valid email address and other information requested during the Account registration process.
3. shall not at any time resell the Service, nor connect the Service to services provided by the User or a third party.
4. shall not let other persons use the Account login information, nor let multiple persons share login information for any User Seat. However, the number of User Seats created under the Account is not restricted.

Visma Severa reserves the right to suspend or terminate the Account at anytime, and may refuse current or future use of the Service or any other service provided by Visma Severa.

3 Fees, Charges and Taxes

Registration of an Account, and subscription to Services, User Seats and add-ons provided by Visma Severa, are subject to fees in accordance with the current prices available at: <http://severa.visma.com>. The subscription is continuous by nature, so that at the end of one subscription period another period of the same duration with the same features will begin unless previously terminated or changed by the Customer.

User Seats are for individual use, and shall not be shared by more than one person. The subscription to add-ons is for all users, and cannot be segregated for individual use. Add-ons are charged as a sum of per user per month fees.

Payment of regular subscription fees and one-time services, such as training or consulting, shall be paid in advance. An invoice will be created by Visma Severa or the User, and payment by electronic bank transfer or credit card must follow in a timely manner, as defined by Visma Severa. All charges shall be explicitly defined on the websites or in the Service.

The addition of User Seats, add-ons or Services for the Account is known as an upgrade, and correspondingly the removal of such is a downgrade. Fees incurred as a result of upgrades during a subscription will be prorated for the remainder of the current payment period. Thereafter, these fees shall be paid with other charges at the beginning of each subscription period unless previously terminated.

Payment will be completed with electronic bank transfer for accounts located in a country belonging to the Single Euro Payments Area (SEPA) according to the rules and conditions created to govern this payment process. The User is responsible for any banking charges they incur from their bank for processing an electronic bank transfer to pay for the Service.

Accounts located outside of SEPA will complete payment with credit card, and shall be handled through a credible third party credit card processing company to be determined at Visma Severa's discretion. Credit card information required to process the payment shall be retained only by the credit card processing company. Visma Severa shall keep no records of credit card information. The User is responsible for all fees incurred from their credit card company in relation to payment for the Service.

If payment is not received, as a result of non-payment or payment error, Visma Severa may deem it necessary to collect accrued interest on the payment and terminate the Service. Under these circumstances, the User may be required to pay penalty fees in addition to full payment of the total subscription balance for the Service. Reopening a terminated Service may be arranged after payment in full has been received.

A downgrade in the Service is effective immediately, but there is no refund for the remaining days of the subscription period. The resulting decrease in the total subscription cost for an account shall take effect at the beginning of the following subscription period after changes to the Service have been entered by the User.

As a general rule all payments are non-refundable. No refunds are available for partial months of service, downgrades or months of inactivity or partial use of available User Seats, except in cases where the availability of the Service has been significantly restricted for reasons solely attributable to Visma Severa. In such cases Visma Severa has the discretion to offer a refund to the User.

Prices are exclusive of all taxes, levies or duties imposed by the taxing authorities, and the User shall be responsible for payment of such taxes, levies or duties except for the value added tax (VAT) when applicable. VAT shall be automatically added to prices unless a valid VAT number is provided in conjunction with the registration of an account as required by law and relevant EU directive(s) and when the User is:

1. a resident of Finland; or
2. a resident of any other European Union member state.

4 Modifications and Changes

4.1 Service

Visma Severa shall continuously improve and develop the Service overall. Therefore content and features of the Service may be changed, added or removed at Visma Severa's discretion, but Visma Severa shall strive to minimize the negative impact of any such changes.

Visma Severa shall make every reasonable effort to ensure the highest possible service level. Breaks in the Service are minimized through the use of multiple Internet connections, professional server facilities and short maintenance breaks. However this may not totally eliminate service breaks and the Service may be unavailable for short periods.

4.2 Prices

All prices are subject to change. If the prices change Visma Severa shall give the User at least 30 days notice. The notice may be provided on the Visma Severa website at: <http://severa.visma.com>, by email or by posting on the Service.

5 Obligations and Liabilities of the User

5.1 Representations and warranties

The User represents and warrants that:

1. the User has full power and authority to enter into an agreement with Visma Severa directly or on behalf of a legal entity.

2. performing the obligations and use of the Service (by the User and persons with User Seats) shall not violate any applicable laws or regulations, including but not limited to laws and regulations regarding the transfer of personal information for residents of the European Union; breach of agreement with any third party; or unreasonable interference with the use of the Service by other Visma Severa customers.
3. the User shall always maintain a valid email address in the Service, and promptly change all relevant account information in the Service as required.

5.2 Back-ups

Visma Severa uses an advanced backup system to protect the Account data. Backups are taken on a daily basis. However, no system is perfectly reliable. It is recommended that the User create his/her own backup to maximize backup reliability. Instructions and tools for the creation of backups are provided on the websites or Service.

5.3 Security and Proper Conduct

Visma Severa takes security seriously and uses various tools to ensure overall security. Techniques include encrypted data transfers, firewalls, professional server facilities and numerous monitoring tools. More information about security measures is available at: <http://severa.visma.com>.

The User is responsible for maintaining the Account and password security. Visma Severa shall not be liable for any loss or damage from the failure to comply with this security obligation.

The User shall not:

1. try to breach security in order to enter the Service, someone else's account, or the server(s) used by Visma Severa.
2. seek access to data on the server(s) used by Visma Severa through any means other than direct link within the Service.
3. try to send data to the server(s) used by Visma Severa through any means other than direct link within the Service.
4. upload any viruses, worms or code of a destructive nature to the Service.
5. try to use applications other than those provided or expressly approved by Visma Severa for interaction with the Service.

The Service may not be used for any illegal or unauthorized purpose. The User and persons with User Seats shall not, in the use of the Service, violate any laws in its jurisdiction (including but not limited to copyright laws) or upload any offensive, threatening, libelous, defamatory, or otherwise objectionable data to the Service. Any such data may be removed from the Service at Visma Severa's discretion. The User and persons with User Seats may report such data to Visma Severa by email, at: [abuse\[at\]severa.com](mailto:abuse[at]severa.com).

5.4 Notices

Notices sent by Visma Severa to the User shall be deemed duly served when the notices are sent by email to the email address provided by the User during registration or through modification of the account information thereafter. In cases where notices are delivered on the Service or on a named web address, the notices shall be deemed duly served once such posting has occurred.

6 Obligations and Liabilities of Visma Severa

6.1 Basis for Service

Visma Severa's goal is to provide good service for users in many different countries and industries. The Service is the same for everyone, and so the Service is provided on an "as is" and "as available" basis. The Service is used by the User and persons with User Seats at their own risk.

6.2 Provisions of Service

Visma Severa strives to use best-in-class hosting services as well as top security measures when providing the Service. However, due to the nature of the Internet, Visma Severa shall not assume responsibility for the risks related to reliability and security, and therefore it provides the Service with conditions expressed in Subsection 6.1 above and all the limitations in Section 6.

Visma Severa may freely use subcontractors in order to provide the Service.

6.3 Limitations of Liability

Visma Severa is only liable for errors caused by Visma Severa in a negligent breach of these Terms and Conditions. Under no circumstances shall Visma Severa be liable for any indirect or consequential damages.

The aggregate liability of Visma Severa, whether in contract, warranty, product liability, strict liability or other theory, arising out of or relating to the use of the Service or these Terms and Conditions shall in no event exceed any charges paid by the User during the three months prior to the date of any claim.

6.4 Disclaimers

Neither Visma Severa nor any of its suppliers or resellers offer any warranty of any kind, express or implied, and Visma Severa and its suppliers specifically disclaim any implied warranties of title, non-infringement, merchantability, fitness for a particular purpose, system integration or data accuracy. No claims other than those specifically contained in this agreement have been made with respect to the Service, and the User shall not rely on any claims not expressly set out in this agreement.

Visma Severa does not warrant that the Service will meet the User's requirements, operate correctly with the User's choice of equipment, systems or settings, be uninterrupted, nor free of errors. Further, use of the Internet to access the Service has not been established nor is it maintained by Visma Severa, and Visma Severa has no control over the Internet. Visma Severa is not liable for the discontinuance of operation of any portion of the Internet, nor possible regulation of the Internet.

6.5 Disclaimer for Third Party Action

Visma Severa does not control the flow of data to or from Visma Severa and other portions of the Internet. Such flow of data depends on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties may impair or disrupt the User's connection to the Internet (or portions thereof). Visma Severa shall make all commercially reasonable efforts deemed appropriate to remedy and avoid such events, however Visma Severa shall not guarantee that interruption will not occur. Visma Severa shall not be liable for the performance or non-performance of Internet services.

7 Intellectual Property Rights

All content and software available on the Service or used to create and operate the Service, except for content uploaded by the User and persons with User Seats, is the property of Visma Severa or its licensors and is protected by Finnish and international copyright laws. All rights to the Service, its content and software are expressly reserved. All trademarks, registered trademarks, product names, company names or logos mentioned in the Service are the property of their respective owners. The User and persons with User Seats are granted a limited, revocable, non-exclusive and non-transferable license to use the Service in accordance with these Terms and Conditions.

The User and persons with User Seats shall retain intellectual property rights to all data owned by them and uploaded or entered to the Service. If such data is meant to be shared between users of the Service, the other users and Visma Severa are automatically granted a free, perpetual, non-exclusive and non-transferable license to use the data.

Visma Severa reserves the right to use data uploaded or entered to the Service, without identifying the source, for statistical purposes. These statistics are collected mainly to improve the Service for the User and persons with User Seats. Visma Severa may also use the statistics for marketing and information purposes, but only in a way which ensures the anonymity of the data.

8 Technical Support

Technical and customer support is provided online through the Service, and on the support website for all product editions. Online support is meant to encourage quick, high quality responses for simple and complex questions alike. Additional support is available for the Business and Enterprise editions as described in the pricing model and feature list found at: <http://severa.visma.com>.

Other support methods such as training and consulting are available as a billable service, which may be ordered from the Service or through Visma Severa's online support center. The price of these services is available at: <http://severa.visma.com>.

9 Force Majeure

Neither Visma Severa nor the User shall be liable for any delay or failure in performance due to such acts of God, earthquake, labor dispute, supply shortage, riot, war, fire, epidemic, transportation difficulty or other understood Force Majeure. The obligations and rights of the excused party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.

10 Termination and Downgrade

10.1 Termination and Downgrade by the User

The account may be terminated or downgraded by the User at any time through the Service. Termination or downgrade is effective immediately and may not be reversed. Termination or downgrade should be enacted by the User before the end of a payment period, or they will be subject to payment in full for the following period.

10.2 Termination and Downgrade by Visma Severa

Visma Severa reserves the right to terminate the Service of the User at any time, with immediate effect, if:

1. the User violates any of the Terms and Conditions.
2. the Service is wholly discontinued irrespective of the cause.

If payment is not received, as a result of non-payment or payment error, Visma Severa may deem it necessary to terminate the Service. If the User wishes to reopen the Service, the total subscription balance plus penalty fees shall be due immediately and must be paid before the Service is reopened.

10.3 Effects of a Downgrade

A downgrade may result in the loss of content or data entered or uploaded to the Service as well as the loss of features and capacity. It is recommended that the User copy all relevant data using the tools provided in the Service before downgrading the Account. Visma Severa shall not be liable for any loss of information in connection with a downgrade.

10.4 Effects of Termination

When the Account is terminated, all data entered in the Service with respect to such account will be deleted. The data may not be recovered under any circumstances.

11 Amendments to the Terms and Conditions

Visma Severa reserves the right to change or modify these Terms and Conditions at its discretion. Changes shall be effective immediately upon notice to the User by email or posting at: <http://severa.visma.com>.

Continued use of the Service after changes or modifications to the Terms and Conditions constitutes the User's acceptance of said changes. It is recommended that the User review the most current version of the Terms and Conditions regularly at: <http://severa.visma.com>.

12 Privacy Policy

Use of the Service by the User signifies agreement to the terms of Visma Severa's privacy policy. The privacy policy is available at: <http://severa.visma.com>, and is generally applicable to the use of the website and any services provided by Visma Severa.

13 Links to Other Websites

Links to websites other than those controlled by Visma Severa are provided for convenience only. Visma Severa assumes no responsibility for the correctness of the information provided by those websites nor the policies, nature or reliability of those websites.

14 Transfer of Service

Visma Severa may at its own discretion transfer the Service (including, but without limitation, the agreement between Visma Severa and the User) fully or partially to a third party. The User shall be informed of any such transfer by email.

The User may not transfer the agreement between Visma Severa and his/herself to a third party. However, a legal entity may appoint a new person to represent the Account.

15 Governing laws

These Terms and Conditions and the relationship between Visma Severa and the User shall be construed, governed and enforced in accordance with the laws of Finland without giving effect to any principle of law which would result in the application of laws of any other jurisdiction.

16 Disputes

All disputes arising out of or in connection with these Terms and Conditions and with the relationship between Visma Severa and the User shall be submitted to the exclusive jurisdiction of the Lappeenranta District Court, Finland.

17 Languages

The official Terms and Conditions as well as any documentation and instructions are provided in English only. Visma Severa may at its discretion provide translations into other languages for information purposes only. Should a translation differ from the original English version, the English version shall always prevail.

18 Headings

The headings of these Terms and Conditions are inserted for convenience only and do not constitute a part of them.

Any questions concerning these Terms and Conditions may be sent to Visma Severa by email, at: [legal\[at\]severa.com](mailto:legal[at]severa.com).

Visma Severa Oy

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