

Liveto's General Terms of Use

Purpose

These General Terms and Conditions, together with the Cooperation Agreement signed by the Organizer and its appendices, constitute the Agreement between the Organizer and the Service Provider. These General Terms and Conditions apply to all Services provided by the Service Provider to the Organizer.

Definitions

“Administrator” means the Organizer’s designated representative who has the right to assign user rights to Users for the use of the Service.

“Control Panel” means the electronic tool included in the Service that allows the Organizer to manage the Services and its own information.

“End Customer” means the Organizer’s customer.

“Mark” means a trademark, trade name, product name, logo, or other similar identifier.

“Organizer” means an organization, association, public entity, event organizer, or other equivalent entity that has entered into the Agreement with the Service Provider. The Organizer is a legal entity or a private entrepreneur. The Organizer is never a consumer, and the Service may not be used for the private economy of a natural person.

“Parties” means the Service Provider and the Organizer together.

“Payment Service Provider” means the providers of payment methods offered to the Organizer within the Service Provider’s service, such as Paytrail, Stripe, Smartum, or Epassi.

“Products” means the products and services offered by the Organizer in the Organizer’s online service on the Service Provider’s platform.

“Rules” means the terms, regulations, and instructions in force from time to time set by the Service Provider for the use of the Services.

“Sanctions” means any sanction, economic restriction, export or import prohibition, trade embargo, or other restrictive measure imposed, administered, approved, or enforced by the State of Finland, the United Nations, the European Union, the United States of America, the United Kingdom, or any other competent authority, which the Service Provider is obliged or committed to comply with from time to time.

“Service” means the service provided by the Service Provider in accordance with this Agreement and related services, including the service interface and reporting interface defined by the Service Provider.

“Service Provider”: Liveto Group Oy (Business ID: 2647803-7).

“Settlement” means the settlement of the Organizer’s sales carried out through the Service Provider’s platform when the Service Provider’s existing payment methods and merchant IDs are used. If the Organizer uses its own merchant IDs for a given payment method within the Service Provider’s services, the settlements are carried out by each relevant Payment Service Provider.

“Subcontracted Service” means third-party services and functionalities included in the Service, such as the provision of payment services.

“User” means a person who is entitled to use the Service in accordance with their user rights.

The Service

The Service enables the Organizer to use various functionalities related to event organization and the sale of products and services. The scope, functionalities, and applicable special terms of the Services are defined in the applicable service description and Rules. The Service Provider has the right to deliver the Service in the manner it deems appropriate and to use subcontractors. The Service Provider shall publish on its website or, upon request, deliver to the Organizer the Service interface description for integrating the Organizer’s systems. While the Service Provider exercises due care in preparing and maintaining the interface description, it is not liable for the completeness of the description or the compatibility of the Service with the Organizer’s existing services. The Organizer shall have access to the Control Panel, which enables activation of the Service Provider’s services included in the Agreement. The Organizer manages Service activation via credentials distributed by its Administrator. The Administrator may create additional credentials for the Organizer and assign limited access rights in accordance with the Service’s available options, such as authorizing a User to activate new Services. The Organizer is responsible for the actions taken by its Users in the Service. The Organizer acknowledges that the Service Provider and Subcontracted Service providers may, at their discretion, modify or disable Service features available to the Organizer. The Service Provider is not liable for any damages or costs resulting from the removal or modification of features. The Service Provider reports on Service usage to the Organizer via the Control Panel.

The Organizer's General Rights and Obligations

The Organizer is obligated to provide the Service Provider with accurate and complete information regarding its activities and to notify the Service Provider of any changes to such information. At the Service Provider’s request, the Organizer must supply all sales- and/or event-related information requested by the Service

Provider. If the Organizer fails to provide the requested information, the Service Provider has the right to suspend the provision of Services or the execution of event and sales activities immediately. In all matters concerning the Organizer, the Service Provider acts solely as a service provider and is under no circumstances responsible for organizing events, making sales, delivering products, or performing services.

The Organizer agrees to comply with the Service Provider's instructions regarding the use of the Service. The Organizer understands and accepts that if it fails to provide necessary information or follow given instructions, the Service Provider may be unable to deliver the Service as set out in the Agreement. The Organizer is solely responsible, at its own cost, for testing the Service's functionality before its deployment. The Organizer is responsible for ensuring that it has the necessary permits for the entire duration of the Service's use, where required by applicable law or otherwise by a competent authority (e.g., alcohol serving license, fundraising license, lottery license). The Organizer must take measures to prevent fraud and other abuses in its online service and must assist in investigating any such fraud or abuse. The Organizer is responsible for safeguarding Service access credentials so that third parties cannot access them. The Organizer is liable for all actions performed using its credentials until it has notified the Service Provider of the loss of credentials and the Service

Provider has had a reasonable time on business days to close the credentials. In accordance with consumer authority regulations, the Organizer must state, in all sales-related marketing, product prices including service fees and handling charges. The Service Provider will endeavor to disclose at all relevant stages of the Service all possible costs payable by the End Customer.

If the Organizer rents equipment from the Service Provider, the Organizer must inspect the condition of the equipment before use and immediately report any deficiencies or damaged equipment or parts to the Service Provider. The Service Provider will inspect the condition of the rented equipment, record the quantity of delivered equipment, and pack it carefully prior to delivery to the Organizer. The Organizer must handle the equipment with care and pack it securely for storage and transportation. The Organizer is liable for compensating for any damage to the equipment or its parts occurring during the rental period (including use, storage, and transportation).

Payment and Payment Transactions

The Service Provider enables payment transactions through Payment Service Providers. The Organizer must use its own merchant IDs for payment services. When the Organizer uses its own merchant IDs, the Service Provider's terms relating to payment transactions do not apply as part of the Agreement, and the Organizer must comply with the terms agreed between the payment method providers and the Organizer.

In exceptional cases, the Organizer may be offered payment transaction services through the Service Provider's merchant ID, in which case payments are processed through the Service Provider and the Service Provider manages customer funds. In such cases, the Service Provider's terms relating to payment transactions apply.

Use of the Organizer's Merchant Credentials in Payment Transactions

When using its own merchant IDs, the Organizer must comply with the terms between the relevant Payment Service Provider and the Organizer. The Organizer is fully responsible for all costs associated with payment methods, such as monthly fees, commission fees, and transaction fees. Sales proceeds are settled in accordance with the agreement between the Organizer and the Payment Service Provider.

When the Organizer activates the "Shop-in-Shop" (SIS) model offered by the Service Provider and Payment Service Provider Paytrail, the sales revenue from payment methods is directed to the Organizer's own merchant account. In the Shop-in-Shop model, the Organizer creates Paytrail merchant IDs, which are linked to the Service Provider's system and the Organizer's user account.

Use of the Service Provider's Merchant Credentials in Payment Transactions

In exceptional cases, the Organizer may be offered payment transaction services via the Service Provider's merchant ID, in which case payments are processed through the Service Provider and the Service Provider manages customer funds. In such cases, these terms between the Service Provider and the Organizer apply.

The Service Provider has the right to offset overdue and unpaid amounts owed by the Organizer, together with interest for late payment and collection costs, against the Organizer's receivables. The Service Provider will transfer payments made by End Customers to the account agreed with the Organizer in accordance with the Agreement. Settlement requires that the Organizer has provided all documents and information requested by the Service Provider. A settlement report will be delivered electronically in connection with each settlement. The Service Provider is not obliged to pay interest on funds received from End Customers while they are held by the Service Provider in accordance with the Agreement. If the Service Provider materially delays settlement in accordance with the Agreement, the Organizer is entitled to default interest unless the delay is caused by force majeure. If a Payment Service Provider charges the Service Provider credit losses, refund fees, or other costs related to payments made by End Customers, the Service Provider is entitled to deduct the corresponding amount and the costs incurred in handling the error from the funds to be settled to the Organizer or to invoice the difference from the Organizer. The Service Provider has the right to withhold settlement funds in whole or in part for a

justified reason, including at least likely refund liability or circumstances entitling the Service Provider to suspend the Service under the Agreement. The Organizer must regularly review settlements and notify the Service Provider in writing without delay, and no later than two (2) months after the settlement, of any unauthorized, unexecuted, or incorrectly executed settlement. Failure to provide such notice within the specified time forfeits the Organizer's right to a refund.

The Organizer must specify the bank account to which the Service Provider will settle the sales revenue generated through the Service. The account must be owned and managed by the Organizer's business ID, and settlements may never, under any circumstances, be directed to an external account through a separate agreement. The settlement amount and settlement number will be indicated in the separate receipt prepared in connection with each settlement.

The Agreement includes one final settlement, which is executed after the end date of the sales event. In exceptional cases, the Service Provider may make an interim settlement, i.e., pay accrued sales revenue to the Organizer before the end date of the sales event; however, the Service Provider is under no obligation to make such interim settlements. If an interim settlement is made, it will be paid to the Organizer's bank account in a cycle and amount agreed in writing in a separate interim settlement agreement. The general terms for interim settlements are defined as part of these General Terms. The Service Provider will charge the Organizer an administrative fee for each interim settlement, which will be deducted from the final settlement amount or invoiced separately.

If the event(s) or sales event(s) to which the interim settlement applies are cancelled or postponed, the Organizer must return the settled funds to the Service Provider within five (5) business days of the cancellation notice so that refunds to End Customers can be processed in time. If funds have been settled for product sales and the products cannot be delivered to the End Customer, the Organizer must return the funds directly to the Service Provider for refunding or directly to the customer. The method of refund will be agreed with the Organizer in problem situations.

If the Organizer has received all sales revenue from a sales event in the form of interim settlements before the event date, product delivery, or service performance, and is unable to organize the event, deliver pre-sold products, or perform services, the Service Provider has the right to inform the End Customer of the situation and withdraw from the situation in its capacity as Service Provider/intermediary. If, in the above situations, the customer funds held by the Service Provider on behalf of the Organizer are less than the amount of refunds to be made (e.g., due to event postponements) and the Organizer cannot return the settled funds to the Service Provider within the required time for refund processing, the Service Provider has the right to settle the remaining customer

funds to the Organizer and inform the End Customers that the refund process is entirely the Organizer's responsibility.

For clarity, the Service Provider has no responsibility in its role as intermediary for refunds other than in its capacity as Service Provider to the extent that it manages funds on behalf of the Organizer. The Service Provider will facilitate the refund process as part of its service package if the Organizer complies with the agreed terms of fund management. The Service Provider is responsible for funds only to the extent and until such time as it manages them on behalf of the Organizer. Accordingly, the Service Provider and the Organizer are responsible for making refunds in accordance with consumer protection and payment method laws, based on the management of funds. Interim settlements must always be authorized by the signatory of this Agreement.

All sales not settled before the end date of the sales event will be automatically settled within seven (7) business days after the end of sales. A report suitable for accounting purposes will be generated and sent to the email address specified by the Organizer in connection with the final and interim settlements.

Prices and Payment Terms

The Organizer commits to paying the Service Provider the fees specified in the Price List and any other fees agreed upon by the Parties. The Organizer is obligated to pay interest on late payments in accordance with the Interest Act and to compensate the Service Provider for all costs incurred in collection.

The prices for the Service Provider's services are defined in the Agreement, and general fees and invoicing service prices are presented in the Price List.

Fees are charged for all products sold/ordered through the Service Provider, and the Service Provider's right to a commission is the same and independent of whether the End Customer actually receives the purchased product or order. For clarity, this may mean that an event is cancelled, and the End Customer must be refunded for tickets. Refunds are made without any service fee, handling fee, or payment method surcharge.

Other Costs and Their Charges

If pricing based on service fees is included in the Agreement, the service fee is calculated on top of the price of the product desired by the Organizer. The Organizer may also include the service fee in the product price. The payer of the service fee is the End Customer at the time of purchase. If an order is refunded to the purchaser, the Service Provider does not refund any service fee.

The Service Provider charges a handling fee per order placed. The handling fee is added to the End Customer's order and paid by the End Customer at the time of ordering. If an order is refunded to the purchaser, the Service Provider does not refund any handling fee.

When the End Customer orders by invoice, the Service Provider charges a billing fee in accordance with the Price List. The billing fee is primarily directed to the orderer but can be redirected to the Organizer upon request. If an order placed by invoice is refunded, the Service Provider does not refund any billing fee.

If the End Customer uses a payment method with a payment method surcharge, the Service Provider charges the payment method surcharge indicated by the payment method. Any payment method surcharge is shown in the store at the payment method selection. The payment method surcharge is added to the End Customer's order and paid by the End Customer at the time of ordering. If the order is refunded, the Service Provider does not refund any payment method surcharge.

The Service Provider charges the Organizer a return fee per returned product in accordance with the Price List. The total amount of return fees for completed returns is invoiced from the Organizer after the returns are made. If returns are occasional, the total return fee amount is invoiced after the last possible return day. Alternatively, the Organizer may handle returns directly to End Customers, in which case the Service Provider does not charge return fees.

If the Organizer has rented equipment from the Service Provider, the agreed or Price List price applies. If the rented equipment or any part thereof breaks or is lost during the rental period, the Organizer is liable for compensation. The amount of compensation is based on the purchase price of a new replacement product for the broken or lost part or equipment, or the repair cost if the broken equipment can be repaired. The Service Provider invoices the compensation amount directly to the Organizer.

Responsibility for Third-Party Services

The Service Provider may, for example, share information on its website about software or tools that the Organizer may use in connection with the Service. The Service Provider has not developed or owns rights to such software or tools. The Service Provider bears no liability for these software or tools, including their accuracy, suitability for use, or the Organizer's right to use them.

Processing of Personal Data and Data Protection

The Service Provider may collect and process personal data related to the Organizer's personnel and/or other representatives in connection with the Service. Such processing is described in the Service Provider's privacy policy [\[LINK\]](#), the current version of which is available via the Service and the Service Provider's website. The Organizer must ensure that its employees and representatives are informed of the contents of the Service Provider's privacy policy.

To the extent the Service Provider processes personal data as a processor on behalf of the Organizer under the EU General Data Protection Regulation

("GDPR") in connection with the Service, and GDPR requires the parties to conclude a processing agreement, the personal data processing appendix attached as Annex 2 to this Agreement applies and is an integral part of the Agreement.

Intellectual Property Rights

Intellectual property rights (including copyrights, know-how, licenses, trademarks, service marks and their applications, registrations and licenses, trade names and their applications, registrations and licenses, product descriptions, patents, inventions, discoveries, trade secrets, software, confidential, scientific, technical or product information, and other similar intangible rights, including rights to modify copyrighted works and transfer rights) related to the Service Provider's service and modifications thereto belong to the Service Provider or a third party.

During and after cooperation, the Organizer may provide development proposals regarding the Service Provider's service, either in writing or orally. Unless otherwise agreed in writing, all intellectual property rights arising from or related to the Organizer's development proposals are the exclusive property of the Service Provider.

Confidentiality

The Parties commit to keeping confidential all information contained in the Agreement and all information received from the other Party under the Agreement, including business-related confidential information. Confidential information or materials of the other Party may only be used within the Party's organization to implement the cooperation Agreement between the Parties. Confidential information may only be disclosed to a third party if separately agreed in writing. Notification regarding changes to the Agreement content shall be agreed separately between the Parties. Notification about the Agreement will be made at a time and in a manner separately agreed by the Parties.

Each Party commits to keeping the other Party's trade secrets confidential, such as financial status, implementation methods of the Service, or security solutions, which the Party becomes aware of in connection with this Agreement. The Party agrees not to use such information for any purpose other than the implementation of the Agreement. The confidentiality obligations survive the termination of the Agreement.

Reference Right

The Service Provider has the right to use the customer's name and logo for reference purposes unless otherwise agreed in writing.

Communication

The Organizer must send notifications related to the Agreement in writing to the customer service email or postal address indicated on the Service Provider's

website. The Service Provider sends written notifications to the Organizer's specified email or postal address or via the Merchant Panel. The Service Provider aims to notify material changes affecting the Organizer's status under the Rules and other restrictions on the use of the Service with reasonable advance notice. The languages for communication concerning the Service are Finnish, English, and Swedish. Communication with the Service Provider may be conducted in Finnish, English, or Swedish. This applies to all documentation requested from the Organizer or provided by the Organizer to the Service Provider.

Compensation and Limitation of Liability

The Service Provider is not liable for indirect damages, such as lost profits, reduction or interruption of production or turnover, damages arising from failure to fulfill obligations to third parties, or other unforeseeable damages.

Force Majeure

Neither Party is liable for delays or damages caused by an impediment beyond its control, which it could not reasonably be expected to have foreseen and whose consequences it could not reasonably avoid or overcome. Strikes, lockouts, boycotts, and other labor disputes are considered force majeure, including when the Party itself is the target or participant. Delays or interruptions caused by third-party service providers are also considered force majeure. A subcontractor's force majeure is a ground for release if subcontracting cannot reasonably be done elsewhere without excessive cost or significant delay. The Party must promptly notify the other Party of the force majeure event and its cessation.

Changes to Terms and Prices

The Service Provider has the right to change the Service, its terms, and prices binding on the Organizer by notifying via the Service, email, or otherwise in writing. Changes that weaken the Organizer's rights or increase its obligations take effect no earlier than 30 days after notification. Other changes may take effect immediately.

Transfer of Agreement

The Organizer does not have the right to assign the Agreement or any rights or obligations under it to a third party. The Service Provider has the right to assign the Agreement in whole or in part to a third party to whom the business or part thereof covered by the Agreement is transferred. The Service Provider may also assign its receivables under the Agreement to a third party. After notification of assignment, payments may be validly made only to the assignee.

Availability and Errors of the Service

The Service is available to the Organizer 24/7, excluding interruptions due to maintenance, updates, servicing, faults, and similar reasons. The Service Provider

does not guarantee uninterrupted access for the Organizer or End Customers. The Service Provider is entitled to perform maintenance and servicing, and aims to notify in advance when downtime is expected, preferably during periods of lowest system usage. The Service Provider has the right, for justified reasons, to temporarily suspend the Service, e.g., for maintenance purposes, and strives to keep interruptions as short as possible. The Service Provider commits to starting the repair of a reported Service defect for which it is responsible without undue delay on weekdays (excluding Saturdays and Sundays) between 9:00 AM and 3:00 PM. Repair work may be charged separately only if separately agreed with the Organizer. Outside these hours, repairs will only commence if separately agreed, and the Service Provider will charge the Organizer accordingly. The Service Provider's liability for Service defects is limited to repair or re-delivery of the defective Service. The Organizer must immediately notify the Service Provider of any interruptions, issues, or disturbances and actively participate in resolving problems where possible. The Service Provider is not liable if the Service cannot be delivered due to the Organizer's or End Customer's device, software, or system not supporting required features. The Service Provider is not liable for disruptions or defects in third-party services. If the customer has a service level agreement (SLA), the Service Provider commits to responding according to its terms. Otherwise, the Service Provider will respond as it deems appropriate.

Suspending and Restricting the Use of the Service

The Service Provider has the right to suspend or restrict the Service entirely or partially, for example, if:

1. The Service Provider suspects that illegal activities occur within the Service or System (e.g., sale or collection of participant information for fictitious events);
2. The Organizer is unreachable within a reasonable time after contact attempts;
3. The Organizer fails to comply with the Agreement, Service Provider's instructions, or Service usage conditions;
4. The Service Provider reasonably believes that the contractual relationship with the Organizer would harm the Service Provider, its reputation, or its contractual partners;
5. The Organizer's programs, systems, or communications cause damage, harm, or otherwise jeopardize the security or operation of the Service;
6. The Organizer has overdue payments to the Service Provider;
7. The Organizer or its direct/indirect owner, actual beneficiary, board member, CEO, other executive, authorized signatory, or representative becomes subject to sanctions;

8. The Organizer sells its business without prior notification to the Service Provider;
9. The Organizer changes its business name, company ID, or business without prior notification to the Service Provider;
10. The Service Provider has reasonable cause to doubt the Organizer's ability to fulfill its contractual obligations; or
11. The Organizer files for bankruptcy or is subject to bankruptcy, debt restructuring, or a similar process, or is insolvent or threatened with insolvency;
12. The payment service provider or authority requires or recommends so to the Service Provider.
13. Restriction of Service may include limiting payment method options and/or suspending settlements.

Validity, Termination, and Termination of the Agreement

The Agreement shall come into force when the Organizer has provided the Service Provider with all information requested necessary for the activation of the Service and has accepted the Agreement in the manner specified by the Service Provider. The Agreement is valid indefinitely unless a fixed term is separately specified in the service descriptions of the Services used by the Organizer. The Organizer may terminate an indefinite Agreement by written notice to take effect at the end of the calendar month following the receipt of the notice. The Service Provider may terminate an indefinite Agreement by written notice to take effect two months after the notice. Either Party may cancel the Agreement with immediate effect if the other Party has materially breached the terms of the Agreement. The Service Provider undertakes to notify such cancellation in writing. The Service Provider always has the right to cancel the Agreement wholly or partially if the Organizer's activities, online service, products, marketing, or other conduct do not comply with laws, official guidelines, good practice, or the terms or instructions regarding the use of the Service.

Effects of Termination of the Agreement

If the Agreement ends for any reason, the Organizer is obliged to immediately cease providing the Service to End Customers as well as to stop using the Service Provider and materials. Despite the termination of the Agreement, the Service Provider shall pay the Organizer any receivables arising under the Agreement during its validity. If the Service Provider has the right under the Agreement to claim damages or other payments from the Organizer, the Service Provider retains this right even after the Agreement's termination if the basis for the claim arose during the Agreement's validity (for example, outstanding invoices or complaints related to payment transactions made after termination).

Applicable Law and Dispute Resolution

The Agreement shall be governed by Finnish law. Disputes arising from the Agreement shall be resolved in the District Court of Helsinki.

Other Terms

A separate written agreement may have been made with the Organizer, which supersedes these terms of use.

The contents of this document are confidential.