

Terms of Use and Delivery

Purpose

These terms of use and delivery conditions apply to all online stores maintained by the Service Provider and the business conducted through them.

Definitions

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

“Service Provider” means Liveto Group Oy (Business ID: 2647803-7), acting as the service provider and contracting party to the Organizer.

“Subscriber” means a customer of the Organizer who places an order or registers through the Service Provider’s service.

“Organizer” means an organization, association, public organization, event organizer, or other similar entity that has entered into the Agreement with the Service Provider in order to make use of the Service Provider’s services, such as the event or online store platform. The Organizer is a legal entity or a private trader (sole proprietor).

“Products” means the goods and services offered by the Organizer to its customers through the Service Provider’s platform.

Service Provider

Liveto Group Oy
Business ID: 2647803-7
Address: Innova 4, Lutakonaukio 1, 40100 Jyväskylä
Contact: tel. 0600-30005 (€1.94/min)

Payment Service Providers

The Service Provider utilizes payment intermediation services as part of its service from payment service providers. The role of the Payment Service Provider is solely to act as a mediator of payments. Payment Service Providers are not responsible for the products or services sold by the Organizer, their content, final usability, delivery, or any complaints related thereto. In case of issues, contact should primarily be made with the Organizer. The Service Provider utilizes the following payment service providers:

- Stripe, Inc., 354 Oyster Point Boulevard, South San Francisco, California, 94080.
- Paytrail Plc, Business ID: 2122839-7, Innova 2, Lutakonaukio 7, 40100 Jyväskylä.
More information about Paytrail and its payment methods can be found here:
<https://www.paytrail.com/kuluttaja/tietoa-maksamisesta>.
- Epassi Clearing Oy, Business ID: 2872241-9, Porkkalankatu 22 A, 00180 Helsinki.
More information about Epassi and its payment methods can be found here:
<https://support.epassi.fi/fi/support/solutions/77000061218>.
- Smartum Oy, Business ID: 2780101-9, Porkkalankatu 22 A, 00180 Helsinki.
More information about Smartum and its payment methods can be found here:
<https://www.smartum.fi/asiakaspalvelu>.

General

The Service Provider's role is solely to act as an intermediary for products and services. The Service Provider's platform may be used for comprehensive sales or solely for selling individual products or services online, or for event registration. The Organizer is responsible for the products and services sold, as well as the event, including any cancellations or changes. The Organizer is responsible for communication related to sales and events. The Organizer is also responsible for VAT as prescribed by law. If the Organizer sells other products than event tickets via the Service Provider's platform, such as gift cards, season tickets, products, or services, the Service Provider acts only as an intermediary in these cases as well. The Service Provider is not liable for the products or services sold by the Organizer, their content, final usability, delivery, or complaints related thereto. The Service Provider is not liable if, for example, the Organizer becomes insolvent and is unable to provide the sold product or service.

Privacy Policy

The Subscriber accepts the use of their own data in accordance with the Service Provider's data protection policies in effect from time to time. The current privacy policy is available at: <https://materials.liveto.io/tietosuojaeloste>.

Product Prices

Products sold through the Service Provider's platform include the price of the product as defined by the Operator, as well as any other possible components. The costs described below (service fee, handling fee, invoicing surcharge, payment method surcharge, and delivery fee) are disclosed to the Subscriber in the shopping cart's price breakdown before the order is confirmed. The total price of the product shown to the Subscriber includes all costs applicable to that order before payment. Products sold through the Service Provider's platform may include a service fee, the proportion of which varies by product. The service fee is included in the product price shown to the Subscriber in the store, and its amount can be seen in the shopping cart's price breakdown. Orders placed through the Service Provider's platform may include an order-specific handling fee. The amount of the handling fee can be seen in the shopping cart's price breakdown. Some payment methods on the Service Provider's platform include an invoicing or payment method surcharge, which is disclosed alongside the payment method. The invoicing surcharge is always a fixed euro amount. The payment method surcharge may be a fixed euro amount and/or a percentage, which is calculated from the order's total sum. Some delivery methods on the Service Provider's platform include a delivery fee, which is disclosed alongside the delivery fee (option). The delivery fee is always a fixed euro amount.

Delivery of Receipts

The Service Provider's sole responsibility is to deliver order-related receipts to the Subscriber's email after a successful order. The Service Provider sends a receipt to the Subscriber's email if payment has been made, as well as any other receipts (e.g., ticket) if the Organizer has configured these to be sent from the Service Provider's

system. The email contains the receipt and any other receipts defined by the Organizer (e.g., ticket) as PDF attachments. The email is sent immediately after the payment is confirmed in the online store. The Service Provider is not responsible for delays caused by force majeure or any indirect damages resulting from delayed delivery. The Service Provider is not liable if an email fails to reach the Subscriber due to a technical malfunction, an incorrect email address, spam filtering, or any other cause beyond the Service Provider's control, provided that the Service Provider sent the message in accordance with its normal operations. In such a case, the Subscriber should contact the Service Provider's customer service to request re-delivery of the receipt. In addition to the Service Provider's message, the payment service provider (e.g., Paytrail) sends a payment confirmation to the Subscriber's email. For clarity, the payment confirmation sent to the Subscriber is not a ticket to the event or a gift card if the Subscriber purchased an event ticket or gift card through the Service Provider's platform.

Gift Card Delivery

The Service Provider's responsibility is limited solely to delivering order-related receipts to the Subscriber's email after a successful order. The Service Provider sends the receipt and, if the Organizer has configured the system accordingly, the gift card as a PDF file digitally. Gift cards delivered via the Service Provider's platform include a unique identifier allowing the Organizer to verify authenticity and one-time use. If the gift card is not included as a PDF attachment in the email delivered by the Service Provider, the Organizer is responsible for delivering the gift card to the Subscriber by other means. The Service Provider shall not be liable for delays or interruptions in fulfilling its obligations under this section caused by force majeure, nor for any indirect damages arising therefrom.

Ticket Purchase, Exchange, and Refunds

When purchasing a ticket, the Customer must always check the event and ticket details. The Customer is obligated to check the information related to the event (e.g., start time, age limit, opening hours) as well as the ticket-related information (e.g., ticket type, user group) on the Organizer's event pages. The Customer is also obligated to check that the event has not been rescheduled or cancelled. The Organizer is solely responsible for informing about a rescheduled or cancelled event. The Service Provider has no obligation to inform the Customer of an event being rescheduled or cancelled. The Organizer informs, by email, those Customers who have provided their email information at the time of ticket purchase. As a general rule, paid tickets are not exchanged or refunded afterward. With the Organizer's special permission, a ticket may be exchanged or refunded. The Service Provider or the Organizer will not compensate for lost or stolen tickets. If a Customer loses their own ticket, they may report this to the Service Provider's customer service by submitting their order number and the email address used with the order. Depending on case-by-case assessment, the ticket may be reissued or renewed in such a way that the original ticket is invalidated. A ticket is, as a rule, assigned to a named ticket holder only if the Organizer has specifically defined the ticket as named. Otherwise,

the ticket is unnamed and may be transferred to another person at the Customer's own risk.

Special Ticket Purchase and Purchase Restrictions

When purchasing a ticket, the Subscriber must always verify the ticket details. If special discounted tickets (such as senior, student, or other discount tickets) are available and the Subscriber purchases such a ticket, the ticket holder must be prepared to present proof of entitlement at the event entrance. The Organizer has the right to deny entry if the ticket holder cannot provide valid proof for a discounted ticket. If purchase limits apply, the Service Provider and Organizer have the right to cancel sales and invalidate tickets exceeding such limits.

Gift Card Purchase, Exchange, and Refunds

When purchasing a gift card (multi-purpose voucher), the Customer must always check the gift card's details. The Customer is obligated to check the information related to the gift card (e.g., intended use, value, validity period) in the online store and on the Organizer's pages. Gift cards are always Organizer-specific, and a gift card can be used as a means of payment only to purchase the products and services specified by the Organizer that sold that particular gift card, through the Organizer's Liveto online store. The value and validity period of the gift card are stated when ordering the gift card in the online store, as well as on the gift card itself.

The gift card carries no right of exchange, return, or cancellation. The gift card cannot be exchanged for money, and its value can under no circumstances be paid out in cash or otherwise as money to the gift card holder, the Organizer, or a third party. The value of the gift card will not be refunded to the Customer under any circumstances. The Service Provider or the Organizer will not compensate for lost, stolen, or expired gift cards.

Purchase, Exchange, and Return of Other Products or Services

Other products or services refer to anything other than tickets or gift cards, such as physical goods, event merchandise, association support products, courses, training, transportation services, or accommodation services. When purchasing such products or services, the Subscriber must always verify product or service information (e.g., content, quality) on the Organizer's pages. Returns and exchanges are governed by Finnish Consumer Protection Act regulations. The Service Provider has no responsibility for exchanges or returns of other products or services sold by the Organizer. The Organizer, or a party designated by them, is responsible for providing, exchanging, and refunding products and services sold by the Organizer in accordance with the provisions of the Finnish Consumer Protection Act.

Gift Card Redemption

The gift card can only be used as a means of payment in the Liveto online store of the Organizer that sold that particular gift card, for purchasing the products and services specified by that Organizer. The gift card can be used by entering the gift card code in the designated field in the Organizer's Liveto online store when placing an order.

A valid gift card can be used in a single purchase or in several installments. If the gift card's balance is greater than the order total, the remaining balance can be used later as a means of payment for a new order. If the gift card's balance is less than the order total, the remaining amount can be paid using another available payment method.

The gift card holder is responsible for redeeming the card during its validity period. The validity period of the gift card cannot be extended, an expired gift card cannot be used, and any unused balance remaining on the gift card will not be credited to the customer in cash or as any other benefit.

Cancellations and Returns

Cancellations and returns of products and services are governed by the provisions of the Finnish Consumer Protection Act. Under the Finnish Consumer Protection Act, a consumer has the right to cancel an order placed in an online store by notifying the seller (the Organizer) within fourteen (14) days of receiving the order. Cancellation and return are conditioned on the ordered product or service being subject to a statutory right of cancellation, on the order having been cancelled in accordance with the terms of sale by notifying the seller (the Organizer) no later than within fourteen (14) days of receiving the product, and on any product being unused. The fourteen (14) day right of cancellation for distance selling does not apply, for example, to leisure services that have been agreed to take place at a specific time. Leisure services include, among other things, events, and therefore tickets to events carry no right of cancellation or return – as a rule, paid tickets are neither exchanged nor refunded. Separate from the right of cancellation is the consumer's right based on liability for defects, applicable if the product or service is defective (Chapter 5 of the Consumer Protection Act). This right remains regardless of whether the right of cancellation applies in the given case. A defect refers, for example, to situations where the purchased product does not match its described characteristics or a service has not been performed as agreed. In cases of defect, the Subscriber should primarily contact the Organizer.

If an order is cancelled and a refund is made to the Subscriber, the Service Provider will deduct from the refunded amount the Service Provider's share included in the order, which has covered the costs arising from the sale of the product or service (transaction fees and online service fees). Any service fee, handling fee, delivery fee, payment method surcharge, or invoicing surcharge included in the order and paid by the Subscriber will not be refunded. The Service Provider is responsible for refunding the payment to the Subscriber only if the payment funds are in the Service Provider's possession. If the Service Provider has already remitted the payment funds to the Organizer, the Organizer is then responsible for refunding the payment to the Subscriber. The Service Provider has no other liability whatsoever regarding returns of products or services sold by the Organizer.

Refunds for order payments are, as a general rule, made to the payment method used for the order. If this is not technically possible for a particular payment method, the Service Provider will state this separately in connection with the refund. If the order was paid by Procountor business invoice, the payment will be refunded by

bank transfer. If the order was paid with a gift card, the value of the gift card used for the order will, exceptionally, be refunded by bank transfer. For other payment methods, the general policy stated above applies.

Responsibilities Related to Products and Services

The Service Provider is not responsible for the delivery of products or services sold by the Organizer through the Service Provider's system, nor for the fulfillment of such services. If the Organizer has sold, via the Service Provider's platform, tickets, gift cards, physical goods, event merchandise, association support products, courses, training, transport services, accommodation services, or other products or services not mentioned here, the Organizer is responsible for delivering the products and fulfilling the services. The Organizer is responsible for enabling the redemption of gift cards sold through the Service Provider's system. The Organizer is responsible, as the contracting party in relation to the Customer, for the content of the products and services purchased with gift cards. If a Customer redeeming a gift card, or a Customer who has purchased a product or service with a gift card, incorrectly directs a claim for defect, refund, or damages at the Service Provider, the Service Provider has the right to pass on such claims to the Organizer as recourse claims. The Organizer undertakes to fully compensate the Service Provider for all costs, damages, and expenses (including reasonable legal and attorney's fees) arising from a claim, complaint, or action directed at the Service Provider by a third party – including a Customer, an authority, or a payment service provider – where the basis of the claim is a product or service sold by the Organizer, the Organizer's action or omission, or the Organizer's breach of this agreement.

Service Provider's Limitation of Liability

The Service Provider's total liability towards the Organizer under the Terms and these Terms shall in all cases be limited to an amount equal to the total service fees paid by the Organizer to the Service Provider during the preceding six (6) months. The Service Provider shall not, under any circumstances, be liable for indirect or consequential damages, including but not limited to loss of revenue, loss of profit, or loss of reputation, except where such damage has been caused intentionally or through gross negligence.

Legislation to be followed in the implementation of products and services

The Organizer undertakes to comply with the legislation applicable in Finland in the contractual relationship between the Organizer and the Subscriber. The Organizer acknowledges that the consumer has the right to cancel an order for a product or service purchased through distance selling within fourteen (14) days, provided that the product or service is covered by the statutory right of cancellation.

Gift Card Taxation

Gift cards are multi-use vouchers that Subscribers may freely use for all products and services offered by the Organizer as predetermined by the Organizer, regardless of the applicable tax rate. The Organizer is responsible for delivering and reporting taxes arising from gift card redemptions in accordance with the appropriate tax rates and tax authority guidelines.

Buyer Protection

The Service Provider strives to safeguard the Subscriber's position in situations relating to payments. If the Service Provider holds funds paid by the Subscriber that have not yet been remitted to the Organizer at the moment an event is cancelled or postponed, or when the Organizer is determined to be insolvent, the Service Provider will promptly initiate a refund process for Subscribers to the extent it holds such funds.

Organizer's Insolvency

In the event of the Organizer's insolvency, the Service Provider is not responsible for the Customer not having received the product or service purchased from the Organizer, nor for an unredeemed gift card not being exchanged for the Organizer's service or product. The Customer thus accepts, regardless of the payment method used, the possibility that the Organizer may become insolvent and be unable to provide the sold product or service.

If the Customer suspects that the Organizer is insolvent or has ceased operations, the Customer is advised to primarily contact the Organizer. If contacting the Organizer is not successful, the Customer may seek compensation directly from the payment service provider or bank used by the Customer, and, if necessary, bring the matter before the Consumer Ombudsman or the Finnish Competition and Consumer Authority (FCCA). The Service Provider will, where necessary, guide the Customer through the process to the best of its ability.

Applicable Law and Dispute Resolution

These terms and their interpretation are governed by Finnish law, excluding its conflict-of-law provisions. Disputes arising from these terms will primarily be sought to be resolved through negotiations between the parties. If a negotiated settlement is not reached, disputes will be resolved in the Helsinki District Court. Consumer Subscribers always retain the right to also bring the matter before the competent court of their home jurisdiction or before the Finnish Consumer Disputes Board, regardless of this choice of forum.

If the Subscriber is a consumer from another EU member state, the mandatory consumer protection provisions of their country of residence will apply to the extent that they grant the Subscriber broader protection than these terms. The Subscriber may also make use of the EU's Online Dispute Resolution (ODR) platform at <https://ec.europa.eu/consumers/odr> to resolve disputes.