

## Terms for Smartum services for employers

Valid from 1 September 2024

### 1. Parties, Entering into and Purpose of the Agreement

These Terms apply to the contractual relationship between Smartum Oy ("Smartum") and employer company ("Customer") registering as a user of the Smartum service together with its online interface ("Service") supplied by Smartum and the assignment and use of the Smartum benefits through the Service.

Formal agreement for the use of the Service is entered into between Smartum and the Customer (separately "Party" and together "Parties") upon the Customer's registration as a user at [www.smartum.fi](http://www.smartum.fi) and acceptance of these Terms ("Agreement") or upon separate written agreement between the Parties. The Service is used to assign and manage the various employee benefits of Customer employees.

### 2. Commissioning the Service

The Customer commissions the Service by registering at [www.smartum.fi](http://www.smartum.fi). The Customer representative ("Subscriber") subscribes to the Service with his or her personal bank ID or Mobile ID. Next, the Subscriber enters Customer's details into the system. The Subscriber can manage the Customer's and its employees' information, order the employee benefits and monitor the use of employee benefits through the Service.

### 3. Ordering and use of Smartum -benefits

The Customer acknowledges that the Service is provided as-is. The Service does not meet any specific requirements of the Customer other than those agreed upon in the Agreement, and the Customer uses the Service at their own risk. The Service and its delivery are not entirely error-free, and the improvement of the Service is continuous. The functionalities of the Service are described in the service description, but in the overall contract hierarchy, it is given the lowest priority.

The Customer orders the desired employee benefits through the Service and defines the scope and extent for each of the benefits. The Customer may change the scope and extent of the benefits in the Service accordance with applicable tax regulation.

The Smartum benefit associated with the benefits assigned to the Customer's employees is valid until the end of the calendar year when benefits are ordered on post-invoicing basis. At the end of the calendar year access to the benefits expires. When benefits are ordered on advance payment basis, the Smartum benefit associated with the benefits assigned to the Customer's employees is valid until twelve (12) months from the date on which the benefit in question has been ordered through the Service and any benefit not used shall become available for reassigning by the Customer. Upon expiration of the validity of the benefits, the Customer may continue to assign benefits to its employees by placing new orders for benefits.

The Smartum lunch benefit assigned to the Customer's employees is valid until the end of each calendar month. At the end of the calendar month access to the Smartum lunch benefit for the month in question expires. Access to the Smartum lunch benefit for the next month activates automatically at the beginning of each month. At the end of the calendar year the Customer must re-order the lunch benefit.

The Service sends out a registration link for each of the individual employees the Customer has assigned benefits to, through which the employees are granted access to the benefits.

### 4. Requirements for the Use of the Service in Legislation and Tax Regulation

The Customer shall adhere to the applicable guidance of the Tax Administration and any applicable laws while using Smartum payment methods (mobile application, Smartum online payment, app payment, SMS

payment). Smartum payment methods are personal means of payment and they can be used to convey payments to service providers that are members of the Smartum partner network. Smartum benefits may not be exchanged for money and no change is provided upon payments.

#### 5. Materials for the Service for Customer Use

Smartum's [www.smartum.fi](http://www.smartum.fi) includes instructions and materials for the Customer's use as well as for instructing the Customer's employees. The Customer may use the instructions and materials solely for informational purposes internally.

Materials are intended for enabling the use of Smartum services.

#### 6. Smartum's venue Search

Smartum publishes information provided by service providers in its partner network at Smartum's website at [www.smartum.fi](http://www.smartum.fi) and in the mobile application. Partners are responsible for updating their own information and are liable for the accuracy and validity of it. Smartum provides the information as-is to the benefit of its Customers and Customer employees and accepts no liability for any errors.

#### 7. Payments Related to the Service

Service pricing is determined by the number of employees receiving the benefits, the total value of the benefits distributed based on ordered or used benefits and a service fee based on Smartum's price list. Value of benefits will be invoiced as agreed, either in advance based on the order for benefits or ex-post on the basis of the actual use of the benefits.

On advance payment basis Smartum invoices the Customer based on the total value of the order. Lunch benefit advance payment is based on the total value of the first two months and thereafter according to actual usage. Smartum will activate the right of use allocated to each employee in accordance with the Customer's order for use by the employees after the Customer's payment corresponding to the invoice for the order is credited to Smartum's account. If the employees do not make full use of the benefits allocated to them during the validity period of the benefits, Smartum will credit the Customer with the amount corresponding to the unused benefits in the next invoice for a benefit order.

Regardless of the billing method, advance payments for unused benefits will not be refunded to the Customer upon termination of the Agreement. Benefits must be used before the Agreement ends or, at the latest, during the following calendar year for agreed services. For using benefits during a non-contractual period, Smartum will charge the Customer the service fee according to the terminated Agreement. Value-added tax will be added to the service fee portion at the applicable rate. The payment term for invoices related to the Service is 7 days net.

#### Special condition for invoicing

On ex-post payment basis Smartum invoices the Customer based on actual use of the benefits retrospectively on a monthly basis. Ex-post payment arrangement is subject to an ongoing approved credit decision for the Customer.

#### 8. Smartum Flexible benefits

The Customer can offer Smartum benefits to their employees for services related to exercise, culture, massage, commuting, healthcare, and other well-being services as defined by the Customer. If desired, the Customer can also restrict which services the employees may use the benefits for. The Customer must ensure that the offered healthcare services are recorded in the Customer's occupational health plan. Additionally, some services require the Customer to have a separate agreement with the service provider, and the Customer can choose benefit use locations from the service providers in Smartum's partner network. The Customer authorizes Smartum to enter into agreements with the chosen service providers on

the Customer's behalf for the provision of services for the benefit of Customer's employees. If the Customer has an agreement with a service provider, the Customer is responsible for ensuring that the service provider complies with the service specifications agreed upon in that agreement regarding Smartum benefit payments. In this contractual relationship, Smartum acts as the provider of the targeted payment instrument and the biller on behalf of the service provider.

Service restrictions and the validity of the agreement will be presented to the service provider at the time of the transaction when the employee uses the benefit payment instrument.

The Customer must notify Smartum of any changes related to these Smartum Flexible benefits special terms and operations (e.g., changes in contact information). Smartum is not responsible for errors resulting from the failure to provide change notifications. All changes can be made by the Customer on their own pages in the Service.

#### 9. Processing of Personal Data

Smartum processes personal data in accordance with the applicable data protection legislation and complies with requirements of privacy in processing of personal data. The privacy statement related to the Service's customer register is available at <https://www.smartum.fi/en/smartumplus-privacy-statement>, in accordance with the General Data Protection Regulation ("GDPR"). The Customer shall ensure that it is allowed to provide the personal data it needs to provide to Smartum through the Service for the purposes defined in the privacy statement.

If Smartum processes personal data on behalf of the Customer, the data processing appendix of these Terms shall apply to such processing, unless otherwise agreed in writing.

#### 10. Correctness of Customer Data

The Customer shall deliver to Smartum such data about the Customer and its employees receiving the benefits as required to provide the Service. The Customer is liable for the correctness of the data provided by it. Smartum shall not be liable for any errors or omissions due to incorrect data provided by the Customer. All changes to Customer data, data related to Customer employees and benefits assigned to Customer employees are managed through the online interface of the Service by the Subscriber.

#### 11. Collection of the Deductibles Defined by the Customer from Employees in the mobile application

The Customer may commission the OwnWallet -feature. Upon commissioning OwnWallet the Customer defines the deductible percentage for the assigned benefit to the employee. The defined deductible equals the amount that the employee needs to transfer to his or her mobile application's OwnWallet -account to use the benefit. The employee transfers the deductible as an online payment through the Paytrail -service using strong authentication. Amounts transferred to OwnWallet shall not be returned or refunded to the Customer or its employee.

#### 12. Confidentiality

The Parties shall keep confidential all information received from the other Party that is marked as such or that should reasonably be understood to be confidential in nature. A party is not, without the prior written authorization from the other Party, entitled to disclose confidential information to any third party or to use the confidential information for any other purpose than fulfilling its obligations under the Agreement. However, Smartum shall be entitled to disclose the Customer's confidential information to officials and its group companies and subcontractors, provided that such group companies and subcontractors are bound by a duty of confidentiality no less onerous than defined herein. The confidentiality obligations shall remain applicable throughout the validity of the Agreement and for a period of three years after its expiry, unless a more stringent requirement is included for some information in the applicable legislation.

### 13. Term and Termination

The Agreement shall become valid upon the Customer subscribing to the Service and accepting the Terms. The Agreement is valid until further notice. Either Party must terminate the Agreement no later than three (3) months before the turn of the year by giving written notice to the other Party; otherwise, the Agreement will remain in force until the end of the following calendar year.

Both Parties may terminate the agreement with immediate effect, if the other Party is in material breach of these Terms and does not remedy the breach within a fourteen (14) day period having been notified of the breach by the other Party.

Smartum shall be entitled to terminate the Agreement with immediate effect, if 1) the Customer has, according to information from the Patent and registration office, seized its operations; 2) the Customer has not paid an overdue invoice within one month of receiving a demand for payment notice; and 3) the Customer is using or suspected to use the Service in an unlawful manner or otherwise in a manner that may cause harm to Smartum.

The Agreement is considered terminated and ended by the Customer if the Service is not used for two (2) consecutive calendar years. Any advance payments on benefits will not be refunded upon termination of the Agreement according to this clause and will be considered expired on the same day the Agreement is deemed terminated and ended.

Smartum has the right to block the Customer's access to the Service, delete reports and other data, prevent the Customer's employees from using the benefits payment instruments, and block access to the Service via the mobile application once the Agreement termination period has ended.

The Customer's employees' access to the benefits terminates immediately upon expiry of the termination notice period or upon the Agreement terminating due to any other reason. Smartum shall always be entitled to invoice the Customer for all actual use of benefits, regardless of Agreement termination.

Smartum will not refund any advance payments for unused benefit upon termination of the Agreement, regardless of the reason for termination.

### 14. Changes to the Terms

Smartum shall be entitled to change the Terms and pricing of the Services. Changes to the Terms shall be communicated latest one (1) month before the effective date of the changes by publishing the amended Terms in the Service. Smartum may, however, make such changes as becomes necessary due to changes in law, decree, order or decision by an official with a shorter notice period or with immediate effect. Smartum shall endeavour to notify the Customer of any material changes to the Terms via email using the contact details provided to Smartum by the Subscriber, but shall not be obligated to ensuring the actual receipt of such notice by the Customer and the entry into force and applicability of the changes is not subject to whether the Customer has actually received the notice of the changes or not.

If the Customer does not accept the amended Terms, the Customer may terminate the Agreement by notice to Smartum before the effective date of the changes. After such notice, the Agreement shall terminate and the Service become inaccessible at the effective date of the changes.

### 15. Transfer of the Agreement

Smartum shall be entitled to transfer this Agreement and all the related rights and obligations to a third party. The Customer may not transfer this Agreement to a third party without the prior written consent of Smartum.

## 16. Limitations of Liability

The Parties shall not be liable for any indirect or consequential damages. Smartum's liability for errors, delays or breaks in the Service is limited to the correction of the error or, alternatively, the re-performance of the erroneous or delayed Service. Smartum is also not liable for any damage caused to the Customer due to force majeure. Force majeure refers to unexpected events that a party cannot reasonably foresee or prevent. In the event of a force majeure, the Parties commit to making their best efforts to fulfill their contractual obligations.

Smartum shall not be liable for the availability, quality or defectiveness of the goods or services purchased with the benefits or for any action, error or omission of the service provider or damage caused by the service provider. All claims and complaints for errors in the products or services shall be directed to the service provider in question.

## 17. Other Terms

Smartum or its licensors own all the intellectual property rights related to the Service and no rights are transferred to the Customer with the Agreement. Smartum grants the Customer a limited right to use the Service.

Smartum does not guarantee the continuous functionality of the Service. Smartum is entitled to, without incurring any liability for damages caused, to temporarily suspend the performance of the Service or limit its availability, if the suspension or limitation is required to fix errors in, maintain or develop the Service or for any other reasonable cause. Smartum endeavours to notify the Customer of any known breaks in the availability of the Service in beforehand.

Smartum is entitled to change the functionality or details of the Service, provided that the change does not have an adverse effect on the Service as a whole and without limitation as an when required to do so by an official decree or decision, change in regulation or interpretation of regulation.

In order to support the credit decision required for ex-post invoicing, Smartum reserves the right to verify the Customer's payment behaviour information in accordance with its own process and criteria without the Customer's involvement. Smartum may at any time and on any basis change the Customer's invoicing policy from ex-post invoicing to advance payment by notifying the Customer at least one (1) month prior to the start of the new invoicing period.

As a controller, Smartum is entitled to use the personal information of its customers in the Service for the purposes of developing the Service, research and other relevant use in accordance with section 10. Smartum is entitled to use the personal data in the Service for sales and marketing in accordance with the applicable data protection regulation. The privacy notice for Smartum's marketing register is available at <https://www.smartum.fi/en/privacymarketingregister>.

Smartum may use the Customer's name and logo as a reference unless such use is separately denied in writing by the Customer.

## 18. Applicable Law and Dispute Resolution

This Agreement is governed by the laws of Finland. Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitration of the Finland Chamber of Commerce. The seat of arbitration shall be Helsinki.

## **Appendix: Processing of personal data on behalf of the Customer**

Unless otherwise agreed in writing, this Appendix shall apply to those personal data that are managed by the Customer in the Service but are not necessary for the provision of the Service (“Customer-Controlled Personal Data”). In that case, the Customer shall act as the controller and Smartum as the processor, as defined in the GDPR. As the controller, the Customer shall take the necessary measures to ensure that, as regards the Customer, the processing of Customer-Controlled Personal Data complies with the data protection legislation.

Customer-Controlled Personal Data consist of additional information that the Customer may feed into the Service for its own reporting purposes, and Smartum processes those data to carry out such reporting as long as such Customer-Controlled Personal Data is being entered into the Service. Customer-Controlled Personal Data relate to those employees of the Customer to whom benefits covered by the Service have been directed, and the Customer specifies the type of those data at its sole discretion. Special categories of personal data within the meaning of Article 9(1) of the GDPR may not be entered into the Service.

Smartum shall:

- a) process the Customer-Controlled Personal Data as per the Agreement and only on instructions from the Customer documented in this Appendix, unless required to do so by law to which Smartum is subject, in which case Smartum shall inform the Customer of that legal requirement before processing unless that law prohibits such information on important grounds of public interest;
- b) ensure that persons authorised to process the Customer-Controlled Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- c) take appropriate measures in respect of the security of processing, as set out in this Agreement or other documentation concerning the Service;
- d) taking into account the nature of the processing, assist the Customer in the fulfilment of the Customer’s obligation to respond to requests for exercising the data subject’s rights laid down in Chapter III of the GDPR;
- e) assist the Customer in ensuring compliance with the obligations under Articles 32 to 36 of the GDPR taking into account the nature of processing and the information available to Smartum;
- f) at the choice of the Customer, delete or return all the Customer-Controlled Personal Data to the Customer after the end of the provision of services relating to processing, and deletes existing copies unless the law requires the storage of the personal data; and
- g) at the written request of the Customer, make available to the Customer all information reasonably necessary, in the Customer’s justified opinion, to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer.

If the assistance referred to in items d) to g) above cannot be carried out by the Customer utilising the Service’s user interface, Smartum may charge a reasonable fee for taking these measures.

The Customer hereby provides its prior, general authorisation for Smartum to appoint processors to process the Customer-Controlled Personal Data, provided that Smartum shall ensure that the terms on which it appoints such processors are consistent with the obligations imposed on Smartum in this Appendix. Smartum shall inform the Customer of intended changes concerning the addition or replacement of the processors through the Service, in Smartum’s privacy statements or by any other appropriate means. If the Customer objects to such a change, it may terminate the Agreement following section 15 of the terms and conditions.

Smartum may transfer Customer-Controlled Personal Data outside the European Economic Area as required for the implementation of the Service, provided that Smartum ensures that all such transfers are effected per applicable data protection laws.