



Maventa E-invoicing: Terms of Service

Version 1.4.2022

General

These Maventa's E-Invoicing Service Conditions ("**Maventa's Service Conditions**") shall form an integral and inseparable part of every Agreement regarding the Service. These Maventa's Service Conditions consist of (1) Maventa's Special conditions and complementing, where applicable, (2) Maventa's General Conditions and (3) Data Processing Appendix. In case of conflict between the conditions, the Special Conditions shall supersede the General Conditions. [The Service Description](#) shall complement Maventa's Special Conditions and Maventa's General Conditions.

These Maventa's Service Conditions shall be applied to all use of the Service regardless of whether the Customer of the End Client enters into an agreement with Maventa, a Partner or an Accounting Office. In all situations, the Customer or End Client must accept these Maventa's Service Conditions prior to starting to use the Service. Due to the nature of the Service, a separate order confirmation cannot be provided in all situations. In such situations, the Agreement is concluded when the Customer has accepted these terms and conditions and will start using the Service.

The Service consists of an invoice forwarding service consisting of the following functions depending on which functions the Customer enables in the Service: sending e-invoices, receiving e-invoices, sending invoices via email, printing service for printing, enveloping and sending paper invoices and scanning service. In addition to invoice transmission, Maventa offers additional services that can be separately activated in the Service, such as Maventa Receivables Management.

1. Maventa's Special Conditions

Maventa's rights and responsibilities

Maventa shall have the right to store, use and transfer Customer's material when it is necessary for the production/delivery of the Service. Maventa shall have the right to provide the Customer with additional services independently and together with third parties.

Maventa is responsible for the accuracy of the Maventa API documentation and for maintaining, updating and operability of the interface.

Maventa shall not be responsible for the content, correctness and appropriateness of the invoices forwarded.

Maventa may reject an e-invoice due to incomplete information, a form error or intermediary-specific requirements. Rejecting an e-invoice also causes the attachment message to be rejected.

Customer's rights and responsibilities

The Customer undertakes not to forward undue invoices and/or attachment messages via the Maventa Service.

The Customer or the Partner is responsible for integrating Maventa Service into the Customer's application using the Maventa API documentation or Maventa Connector service. The Customer is additionally responsible for the maintenance, changes and functionality of the integration.

The Customer may include links in the e-invoice. The link shall not contain confidential customer information in plain language, such as social security number, account number or bank card number. The Customer is responsible for the links, their operation, the content of their service and that the information security of the intermediary, its customer or a third party is not compromised by the use of the links. Customer-specific information displayed via the links must be adequately secured.

Maventa shall have the right to block the use of the links if they compromise the security of transactions or are against the law or good manners.

The Customer undertakes to handle the submission addresses carefully. The Customer shall not transfer the submission addresses to third parties nor use them for any other purpose than transferring e-invoices. The Customer undertakes to store the information concerning the recipient in accordance with good data processing practice in a way that no third parties have access to them.

The Customer shall not pass on the e-invoice material to a recipient who has not agreed to receive the material.

The Customer shall accept the e-invoice as received when it is available on the Maventa Service. The sender of the invoice is not obliged to deliver the invoice forwarded as e-invoice to the recipient in any other form.

Use of the Service

If the Customer uses the Service through a service or software provided by a third party and wishes to change the service provider in question, the Customer must ensure that the previous service provider has terminated the Service.

Price and invoicing

Maventa is entitled to charge the Customer for the Service in accordance with the price list valid at the time. Maventa may have resellers/partners who enter into an agreement with the Customer for the use of the Maventa Service and charge the Customer on behalf of Maventa. Resellers may invoice prices for the use of the Service that differ from the Maventa's price list by agreeing to this with the Customer.

Maventa is entitled to change the pricing and payment grounds of the Service. The price for the Service shall be in line with the valid price list, as applicable, unless otherwise agreed upon, in writing, between the parties. Maventa has the right to adjust the price list by reporting this no later than 30 days before the change takes effect. Any price increase shall be reported to the Customer by delivering the changed price list via email. The change shall have no effect on the service charges of invoicing periods prior to its entry into force. Any cost increases arising from laws, decrees, or measures taken by the authorities shall increase the prices immediately, from the date when such regulations take effect. Value-added tax (VAT) is added to the service charges in accordance with the provisions valid at the time. If the amounts or imposition grounds of public fees imposed by the authorities change because of an amendment to a provision or taxation practice, the service charges shall change accordingly.

The invoicing period is a calendar month and the payment term is 14 days net, and any remarks on the invoice must be presented within eight (8) days from the date of receipt by the Customer.

If the Customer fails to pay the fees or the payment is late, Maventa reserves the right to suspend the Customer's right to use the Software or limit the Customer's access to read-only access and charge the maximum penalty interest permitted by law. Unpaid invoices will be transferred to debt collection. If the situation is not resolved within a reasonable time, Maventa reserves the right to terminate the Service and terminate the Customer's user right to the Software.

The Service may be closed if the Customer's invoice amount is overdue for more than 3 months and the interest accrued have not been paid in full. The closed service shall open when the outstanding amount including interests have been registered as fully paid.

Limitation of liability

The maximum amount of the total liability based on the Maventa Agreement shall not exceed the total amount of service charges charged from the Customer during the three (3) months preceding the breach of the agreement.

Neither Party shall be liable for indirect or consequential damages, such as loss of profit, revenue or business, loss, alteration, destruction, damage or re-creation costs of data, loss of goodwill, or damage that cannot be reasonably foreseen.

The limitation of liability shall not apply to damages caused intentionally or through gross negligence.

Maventa is not liable for any direct or indirect damage caused to the Customer based on the misuse of the service, possible data breach beyond Maventa's control or other unintentional or intentional misuse of the service, system failure or other cause.

Validity and termination of the Agreement

The Agreement shall remain in force until further notice. The Customer has the right to terminate the Agreement with one-month period of notice by notifying Maventa in writing (such as via email to support@maventa.com). The corresponding period of notice for the supplier is three months.

Maventa is entitled to close the Service or cancel the Agreement with immediate effect if the Customer is declared bankrupt or becomes permanently insolvent.

Maventa is entitled to cancel the Agreement or terminate the Service with immediate effect if the Service is used against the Agreement, the Service or Maventa's Service Conditions or for illegal purposes or in a way that may cause damage to the Service, Maventa, Maventa's contractual partners, Customers, third parties or collaterals.

The contractual term shall in addition be deemed to have ended if the Customer has not used the Service during the previous 12 months. Maventa shall close the account and delete customer information and personal data.

Upon the cessation of Maventa's legal basis for processing Customer's data for any reason, such as termination of the customer relationship, Maventa shall, upon request, return Customer's personal data to Customer and delete it from the systems, unless the mandatory provisions of law require Maventa to retain such data. In such a situation, Maventa shall take care of the protection of the data in accordance with the Service Conditions. After deleting the Customer's data, Maventa no longer has any related obligations to the Customer.

Data return: The Customer may request the return of the Customer's data no later than 30 days after the termination. If more than 30 days have elapsed since the termination, it is possible that the data has been irrevocably deleted. Maventa will return the Customer's data in the form determined by itself, at the time chosen by it and using the delivery method specified by Maventa. The form, time and method of data return may differ between Software: Contact Maventa (or your Partner) well in advance of termination in order to plan and execute data return. Maventa reserves the right to charge its standard price for the return of data. Some Software has functionality for data transfers that can be executed by the Customer.

Responsibility for retaining accounting records

Maventa shall not in any way be responsible for Customer's obligation under the Finnish Accounting Act (1997/1336, as amended) or any other legislative obligation in connection with the retention of accounting records or any other statutory obligation to retain material or information concerning the Customer. The Customer acknowledges that it is itself responsible for retaining its own accounting records as required by law. The Customer shall take the necessary copies of the material from the Service during the validity of the customer relationship. The Customer acknowledges that Visma may delete the Customer's material after the expiration of the Agreement, for example after the Customer or Maventa has terminated the Agreement, The Agreement has cancelled, or the Customer has not used the Service for twelve (12) months.

Use of references

Maventa shall have the right to use Customer's name and logo as a reference.

Contact information

Maventan asiakkaiden ensisijainen yhteydenottokanava on sähköposti osoitteeseen support@maventa.com. Tätä osoitetta suositellaan käytettäväksi kaikissa palveluun, tietoturvaan ym. liittyvissä kysymyksissä yleisissä sopimusehdoissa ilmoitettujen sähköpostiosoitteiden sijasta.

Claims

All claims towards Maventa, based on the Agreement, must be submitted, in writing, no later than after three (3) months have passed since the grounds for the claim were established.

Assignment of the Agreement

The parties may not assign the Agreement nor their rights or obligations based on it. However, Maventa has the right to freely assign the Agreement within the same group, by reporting this to the Partner in writing.

Amendments to the terms

Maventa shall have the right to amend and update these terms unilaterally by notifying this in the Software, on the Software website, in the online community, or by email at least 30 days prior the amendment takes effect. The Partner has the right to terminate the Agreement in such a case with a notice period of 30 days or when the amendment enters into force.

Applicable law and disputes

Finnish law shall be applied for the Agreement, excluding its provisions on the choice of international law.

The Parties undertake to settle the dispute primarily by seeking an amicable settlement.

The dispute arising from this Agreement shall be finally settled in arbitration proceedings in Finnish in accordance with the rules of the Arbitration Board of the Central Chamber of Commerce, in which case the arbitral tribunal shall consist of one (1) arbitrator appointed by the Arbitration Board of the Central Chamber of Commerce.

If there is any ambiguity in the interpretation of the Finnish-language and non-Finnish-language Service Conditions, the Finnish-language terms and conditions shall prevail.