



TERMS OF SERVICE AGREEMENT

1. Tpoint Oy (Supplier) is a SaaS service provider of Tpoint accounting software (Software) for business entity (Client) registered with Software
2. By registering with Software Client agrees for terms and conditions stated in this Agreement
3. Parties adopt industry standard agreement for IT services IT2018:
<https://it-ehdot.fi/tutustu-ehdoihiin/>
4. These terms take priority over IT Services IT2018 terms
5. Supplier grants Client right to use Software for the purposes of accounting
6. Software usage is subject to price based on number or database records inserted into Software
7. Supplier issues monthly invoices upon Software usage, Client pays invoices to continue Software usage
8. Supplier may charge Client with hourly rates for configuration, training, technical support and other works requested by Client
9. If Client fails to pay invoices Supplier may, without liability to Client, disable access to Software and Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid
10. Supplier respects Clients data privacy and complies with GDPR data protection and data security
11. Supplier stores and uses Client data solely for purposes of providing Software functions, billing purposes and fixing technical issues. Supplier may use third party services, limited to fixing technical issues and providing Software functions. No data transfer to third party or data analysis is intended by Supplier.
12. Client shall not disrupt Software and shall not tamper with security measures against unauthorized access
13. Software is provided “AS IS” and, therefore, Supplier does not guarantee that Software will fully comply with all requirements and expectations of the Client. Supplier is not responsible for possible consequences of the use or inability to use Software.
14. Supplier shall not deal with any claims of third parties related to the execution of this Agreement
15. Client and Supplier shall make an effort to solve all the differences and disputes relating to the execution of this Agreement through negotiations. However, any dispute, controversy or claim arising out of or relating to this Agreement, 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 Kotka, Finland. Notwithstanding the preceding sentences, claims for non-payment of monetary charges may be resolved in the district court of the respondent's place of domicile if respondent does not contest its payment obligation.
16. Supplier may terminate Agreement if its terms were violated by Client
17. Client and Supplier may terminate this Agreement by notifying via email 30 days before termination