

Tillit Terms and Conditions

These terms and conditions ("**Agreement**") constitutes an agreement between Tillit AS ("**Us**" or "**We**") and the company referenced in Our online order form that incorporates this Agreement ("**Merchant**") and governs Merchant's right to access and use a set of services for business-to-business invoicing made available by Us as a software-as-a-service ("**Solution**"). This Agreement takes effect when Merchant accepts the Agreement in the online order form or first accesses the Solution, whichever comes first. If you accept this Agreement on behalf of Merchant, you represent and warrant that you have full authority to bind Merchant to this Agreement.

By accepting this Agreement, Merchant acknowledges and agrees that (i) Merchant's use of the Solution and Documentation shall be in accordance with and is conditional upon Merchant's compliance with this Agreement and the relevant Product Terms, and (ii) Merchant shall exclusively use the Solution for electronic invoicing towards business customers, meaning that Merchant will not use any competing solutions for business-to-business invoicing.

1 Definitions

1.1 In addition to other expressions that may be defined elsewhere in this Agreement, the following expressions shall have the meanings set forth below:

"**Administrative User(s)**" means the person(s) within Merchant's organisation authorized to manage Merchant's access to the Solution;

"**Confidential Information**" means all non-public information, whether oral or written, relating to the Party's business, affairs, products and services that has or could have commercial value to the Party disclosing such information (the "**Disclosing Party**"), whether made available in writing or oral, and whether or not identified by the Disclosing Party at the time of disclosure as being confidential to the Disclosing Party;

"**Merchant Data**" means all data, including but not limited to all text, sound, video and/or images that are provided by or on behalf of Merchant, by or on behalf of customers and/or generated through the use of the Solution;

"**Documentation**" means all documentation associated with the Solution, including but not limited to, technical instructions for using the Solution APIs and the integration guidelines available at <https://tillit.readme.io/reference>;

"**Intellectual Property Rights**" means any patents, rights to inventions, copyrights and related rights, trademarks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property right or proprietary right recognized in any country or jurisdiction in the world, whether registered or not, and whether in existence as of the effective date or arising or recognized thereafter and all applications and registrations therefor; and

"Product Terms" means specific terms for certain services in the Solution that are available [here](#). For the avoidance of doubt, the Products Terms form part of this Agreement.

2 USE OF THE SOLUTION

2.1 Subject to Merchant's compliance with this Agreement, Merchant may access and use the Solution for Merchant's business purposes in accordance with the Documentation. Except as expressly permitted by mandatory law, Merchant must not attempt, permit or enable others to:

- (a) Sell, lease, rent, copy, and/or provide access to the Solution or the Documentation to any third party;
- (b) allow Administrative User(s) to share passwords and/or user ID with unauthorized users;
- (c) violate any applicable laws or regulations while using the Solution or Documentation;
- (d) upload, make available and/or share any information which (i) violates the rights of third parties, including but not limited to, any Intellectual Property Rights or the privacy rights of third parties, or (ii) contains any false, fraudulent, illegal, harmful and/or defamatory material;
- (e) misrepresent or mask Merchant's identity when using and interacting with the Solution API;
- (f) scan and/or test the vulnerability of the Solution or breach, disable, circumvent, remove or damage any authentication or security measures or any other technical or license restrictions on the Solution;
- (g) use the Solution API to circumvent restrictions in the Solution or gain unauthorized access to data and operations in the Solution; or
- (h) reverse engineer or otherwise use the Solution or Documentation in any way to develop, test, enhance or calibrate any models, system, or services that are similar to any features of the Solution and/or attempt to do any of the foregoing or cause or permit a third party to do or attempt to do so.

2.2 Merchant has access to Solution APIs and Solution API keys and shall restrict disclosure of such Solution API keys to employees and consultants that are (i) necessary for Merchant's integration with the Solution and (ii) subject to confidentiality obligations materially similar to those set out in this Agreement. Merchant shall immediately notify Us if Merchant becomes aware of any loss of or unauthorized use of Solution API keys.

2.3 Merchant acknowledges and agrees that We reserve the right to (i) impose restrictions on the number and frequency of calls made to the Solution APIs for a given client_id if deemed to cause an unreasonable load on the Solution's infrastructure, and (ii) perform quality audits to verify that the Solution APIs are used in accordance with the Documentation. Merchant is solely responsible for Merchant's own and its third parties' use of the Solution API.

2.4 Merchant shall:

- (a) provide all cooperation necessary for Our delivery of the Solution;
- (b) comply with the instructions set out in the Documentation and ensure that Merchant has the rights, hardware, software and network connectivity necessary to use the Solution;
- (c) ensure that all Administrative Users(s) comply with the terms and conditions of this Agreement and immediately notify Us of any loss and/or theft of any passwords or user names related to the Solution or any unauthorized use of the Solution;
- (d) comply with all applicable laws and regulations; and
- (e) with regard to anti-money laundering ("**AML**"), immediately notify Us of (i) any circumstances concerning Merchant or Merchant's owners that may be of significant importance for the assessment of Merchant's financial status; (ii) any changes relating to Merchant's address, its management, its board or other AML relevant changes to Merchant's ownership structure; (iii) any material changes with regard to the type of products or services offered by Merchant or if the name under which Merchant conducts its business is changed; and (iv) any other material changes relating to Merchant or its activities.

2.5 If We become aware of any breach of this Agreement or dishonest acts from Merchant in connection with Merchant's use of the Solution, We reserve the right to (i) suspend Merchant's access to the Solution, (ii) delete any infringing Merchant Data, (iii) take any action We consider appropriate to remedy and avoid such events, and/or (iv) pursue any legal rights available to Us under applicable law. In the event of suspension of access or deletion of Merchant Data, We will notify Merchant as soon as reasonably possible, however such notice may also be provided after suspension or deletion. If the breach of this Agreement is a payment default, Merchant's access to the Solution may be suspended without notice if the overdue payment, with the addition of late payment interest, has not been paid within thirty (30) calendar days of the due date.

3 MERCHANT DATA AND INTELLECTUAL PROPERTY RIGHTS

3.1 Merchant acknowledges and agrees that all Intellectual Property Rights related to the Solution and Documentation (including all changes thereto) is under the sole and exclusive ownership of Tillit AS or its licensors, and that this Agreement does not transfer or grant any rights in any Intellectual Property Rights related to the Solution or Documentation, other than the limited rights granted out herein.

3.2 All rights of ownership and any Intellectual Property Rights relating to Merchant Data belongs to Merchant. Merchant acknowledges and agrees that We have a royalty-free, irrevocable, perpetual and worldwide right to use Merchant Data for the purpose of (i) providing the Solution, (ii) providing services to customers through the Solution, and (iii) aggregate the Merchant Data for commercial, statistical, analytical, marketing and/or product improvement purposes.

3.3 Merchant Data will remain available in the Solution for 30 days after expiration or termination of the Agreement to allow Merchant to extract the Merchant Data. After the 30-day period, Merchant's account will be disabled.

4 PERSONAL DATA

4.1 The parties are independent controllers with regard to the processing of personal data under this Agreement. We process personal data in accordance with the [Tillit Privacy Policy](#).

5 **CONFIDENTIALITY**

5.1 Each party shall hold the other's Confidential Information in confidence and not make such Confidential Information available to any third party, unless agreed in writing by the Disclosing Party. Neither party shall use the other's Confidential Information for any purpose other than the implementation of this Agreement. Each party shall take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees, agents or independent contractors in breach of the terms of this Agreement. This duty of confidentiality also applies to any information relating to third parties that Merchant obtains when using the Solution.

6 **THIRD PARTY INFRINGEMENT CLAIMS**

6.1 We agree (a) to assume the defense of any actions brought against Merchant for the infringement of any Intellectual Property Rights arising solely from Merchant's use of the Solution or Documentation, (b) to assume the expense of such defense (for the avoidance of doubt, Merchant shall cover all costs and expenses incurred from any counsel Merchant elect to engage), and (c) subject to clause 8.2, to indemnify Merchant against any monetary damages and litigation costs awarded in such suits; provided (i) that We are given exclusive control of the defense of such suit and all negotiations relative to the settlement thereof, (ii) that Merchant has made all payments then due (if any), (iii) that Merchant promptly inform Us in writing of any claims with respect to which We may assume responsibility hereunder, and (iv) that Merchant has not committed any act or omissions whereby Our Intellectual Property Rights may become prejudiced or void. Merchant shall not agree to any settlement, nor make any admission or take, or fail to take any action, in each case, where such admission, action or failure to act could reasonably be expected to prejudice the defense of such claims.

6.2 Merchant shall indemnify and hold Us harmless from and against any and all third party claims, proceedings, demands or other liabilities incurred by Us arising out of any act or omission by Merchant contrary to the terms and conditions of this Agreement.

6.3 In the event that We, in Our reasonable opinion, determine that claims brought against Merchant may be likely to be successful, We will use reasonable efforts to procure, supply or modify the affected parts of the Solution or Documentation so that Merchant may use a non-infringing version. Notwithstanding the above, in the event that We, in Our reasonable opinion, consider the above not to be practicable, Merchant may terminate this Agreement by written notice.

6.4 This clause 6 states the sole and exclusive remedy for Merchant and any person or entity claiming through them in relation to any claim that the Solution or Documentation infringe Intellectual Property Rights of a third party.

7 **PAYMENT**

7.1 The Solution is offered to the prices set out in Our current price list, as amended from time to time,

8 **DISCLAIMER AND LIMITATION OF LIABILITY**

8.1 The Solution and Documentation is provided to Merchant on an "as is" and "as available" basis. We disclaim all warranties, representations and conditions, express or implied, including, but not limited to, warranties as to (i) the Solution and Documentation's availability, correctness, accuracy, reliability, quality and fitness for a particular purpose, and (ii) that Merchant's use of the Solution will be secure, uninterrupted or error free.

8.2 In no event shall either party be liable to the other for any special, exemplary, indirect or consequential damages including but not limited to for any (i) loss of profits, sales or business, (ii) business interruption, (iii) loss or corruption of data or information (iv) loss of business opportunity, goodwill and/or reputation, (v) third party claims (except as set out in clause 6) or (vi) any other special, indirect or consequential loss costs, damages, charges or expenses however arising under this Agreement. Each party's aggregate liability under this Agreement shall be limited to direct damages up to an amount equal to EUR 5.000. Our aggregate liability under clause 6 shall be limited up to an amount equal to EUR 50.000.

9 **TERM AND TERMINATION**

9.1 This Agreement applies until terminated by Merchant or Us upon [90 days prior written notice. Upon termination of this Agreement, for whatever reason:

- (a) Merchant's access to the Solution will be discontinued;
- (b) without limiting Our rights in clause 3.2, each party shall, at the other party's request, either return or destroy any Confidential Information, Documentation or any other information relating to the Solution in its possession, at its own expense;
- (c) all outstanding invoices shall become immediately payable (if any); and
- (d) Merchant shall cease to use any of Our Intellectual Property Rights.

10 **CHANGES**

10.1 Merchant acknowledges and agrees that We from time to time may (i) make or offer new applications or functionality in the Solution (some of which may require Merchant to accept new Product Terms), (ii) make updates, modifications or amendments to the Solution and Documentation, (iii) discontinue applications or functionality in the Solution and/or (iv) make changes to this Agreement and/or Tillit Privacy Policy.

10.2 We will use reasonable efforts to notify Merchant of any material changes to the Solution, Documentation and/or the Agreement. Changes in Solution APIs will be notified at least (10) business days' in advance, unless such changes are due to a critical software failure or a request from the financial regulator or other competent authorities. If Merchant do not agree with the changes made, Merchant must discontinue its use of the Solution and terminate this Agreement.

11 **GENERAL PROVISIONS**

11.1 We may transfer our rights and obligations under this Agreement to another company. This will not affect Merchant's rights nor Our obligations under this Agreement. Merchant may only transfer Merchant's rights and obligations under this Agreement to another company if We agree in writing.

- 11.2 We may use subcontractors to provide the Solution, including sharing information with such subcontractors to the extent necessary to fulfil Our obligations under this Agreement.
- 11.3 Merchant hereby agrees to be identified as Our customer and that We may refer to Merchant by name and/or trade name and that We may briefly describe Merchant's business in our marketing materials, on Our web site and in public documents. Merchant hereby grants Us a license to use Merchant's name and any of Merchant's trade names and logos for the purpose set out herein.
- 11.4 If We fail to insist that Merchant fails perform any of Merchant's obligations under this Agreement, or if We do not enforce Our rights against Merchant, or if We delay in doing so, this shall not mean that We have waived our rights against Merchant.
- 11.5 Each of the conditions of this Agreement operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 11.6 This Agreement shall be construed in accordance with and governed by the laws of Norway and the Norwegian courts shall be the exclusive venue for any disputes arising out of this Agreement.
- 11.7 Any notices under this Agreement shall be made in writing to: support@tillit.ai
- 11.8 Feel free to submit ideas, feedback and suggestions ("**Suggestions**") that might help Us improve the Solution. By sending Us Suggestions, Merchant grants us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to use, modify, copy, distribute and, in any other way, utilize Merchant's Suggestions.