

Last updated on: March 11th, 2024

## TWICE ASSISTANT TERMS OF SERVICE

These Terms of Service ("**Terms of Service**") govern the relationship between you (hereinafter "**User**", "**you**" or "**Customer**") and Rentle Oy, a Finnish company with the details set out below under section 1 (hereinafter "**Twice Commerce**" or "**us**" or "**we**") regarding your use of Twice Commerce's Twice Assistant digital service (including the Twice Assistant website (the "**Website**" and the Twice Assistant mobile applications (the "**App**")) and related services (the aforementioned are collectively referred to as the "**Service**").

Before accessing or using the Service, including browsing the Website, you must agree to these Terms of Service. Unless you are only browsing the Website, you will be required to register an account on the Service (the "**Account**"). By registering for an Account or otherwise using the Service, you confirm that you are: i) of the legal age of majority in your country of residence, ii) at least 16 years old and your legal guardian has reviewed and accepted these Terms of Service, or iii) the legal representative of the company on behalf of which you are entering into this agreement with us and you have the legal authority to bind such company to this agreement, and in which case "you" shall also refer to the company represented by you.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING OR ACCESSING THE SERVICE. YOUR RIGHT TO USE THE SERVICE IS CONDITIONAL UPON YOUR COMPLIANCE WITH THESE TERMS OF SERVICE. BY REGISTERING AN ACCOUNT, USING OR OTHERWISE ACCESSING THE SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE AND ENTER INTO A LEGALLY BINDING AGREEMENT BETWEEN YOU AND TWICE COMMERCE. IF YOU DO NOT AGREE TO THE TERMS OF SERVICE, DO NOT ACCESS OR USE THE SERVICE.

We will inform Users beforehand about any material changes to the Service, Privacy Policy, these Terms of Service or the price list. Such information may be provided in the Service.

### 1 TWICE COMMERCE CONTACT DETAILS

Rentle Oy ("**Twice Commerce**")

Business ID: 2634632-5

VAT ID: FI26346325

Address: Lapinlahdenkatu 16, 00180 Helsinki, Finland

Contact: [support@twicecommerce.com](mailto:support@twicecommerce.com)

## 2 DESCRIPTION OF THE SERVICE AND USE OF THE SERVICE

Twice Assistant is an online service that enables Users to sell (in which case Users are referred to as “**Sellers**”), search and buy (in which case Users are referred to as “**Buyers**”) products (“**Items**”), and to have a personal public profile in the Service (the “**Bio**”). The Service enables Sellers to create an online listing of the Item (the “**Listing**”), which will be visible in the Seller’s Bio. The Seller may share the Listing and the Bio as links to other online platforms and the Seller may link other third-party platforms to its Bio. Any User who uses the Service to potentially buy an Item is called a “**Buyer**”. Even a buyer of an Item offered via a Listing who is not using the Service is called a “**Buyer**”. Users can also use the Service to search for Items (the “**Search**”). The Search may present to the User Items in Listings or Items that are offered for sale elsewhere on the internet. A User using the Search, is also called a “**Buyer**”. Users of the Service may buy/sell Items from other Users and send direct messages between Bios by using the chat feature of the Service (the “**Chat**”). Sellers can also sell Items to Buyers by agreeing upon the sale outside the Service. Offering, selling and buying Items (regardless of where the transactions take place) are collectively referred to as “**Transactions**”.

We provide the Service for the Fees (as defined in section 6) set out in the Service. The scope of the Service depends on the applicable subscription plan (the “**Subscription**”) of the User and the Virtual Items (as defined in section 7) of the User. The Service is not a marketplace, but a service assisting you in selling and purchasing Items online.

Subject to your compliance with these Terms of Service and any other relevant instructions by us, including without limitation payment of the applicable Fees, we provide you with a non-exclusive, non-transferable, non-sublicensable, revocable and limited right to access and use the Service during the term of your agreement with us.

When you create a Listing, you must upload an accurate description and image(s) of the Item. You are only allowed to use text and images of the Item which you own the rights to or which you are otherwise entitled to use for the said purpose.

When you create a Search, you are only allowed to use text and images which you own the rights to or which you are otherwise entitled to use for the said purpose.

The Service uses artificial intelligence technology (“**AI**”). Twice Commerce does not guarantee the accuracy of any output generated by AI. Due to the nature of machine learning and AI, use of the Service’s AI powered features may result in incorrect or inaccurate output. Before using the output, you shall always review the output and revise it if you find any errors or inconsistencies in it. We do not have control over and shall not be liable for any of the output generated by any third-party technology, including AI. Due to the nature of machine learning and AI, the output may not be unique for you, and AI may generate the same or similar output for other Users or for you in the future.

Twice Commerce reserves the right to delete any Listing from the Service in case the Seller has violated the Terms of Service.

Our App is made available for iOS and Android users. In case you wish to use the Service and make Transactions via the App, you need to install the App from the Apple App Store, Google Play or any other installation platform, as available at each time.

### **3 USERS ARE INDEPENDENTLY RESPONSIBLE FOR ITEMS AND TRANSACTIONS**

Any agreement regarding the purchase and sale of an Item is entered into solely between the Seller and Buyer, regardless of whether the Transaction is conducted by using the Chat or conducted outside the Service. Twice Commerce is not a party to the agreement between the Buyer and Seller and Twice Commerce is not liable for any Transactions.

The Seller and Buyer are independently responsible for setting the terms for the Transactions and for carrying out the Transactions. The shipping send-off and pickup of the Item is handled independently by and between the Seller and Buyer. The Seller is solely liable towards the Buyer for any defects in the Item and for the information it has provided the Buyer on the Item.

In case of any claims concerning the marketing, sale and purchase of Items, the Seller is solely liable towards the Buyer and vice versa. Each Seller offers its Items directly to Buyers pursuant to prices, pictures, descriptions, and terms solely decided by the Seller.

Twice Commerce has no control over the quality, legality, morality, authenticity or safety of the items, or content listed, or the accuracy or authenticity of Listings. The Seller is solely liable for possible defects in Items. Twice Commerce also cannot guarantee the ability of the Sellers to sell items or complete a Transaction or the ability of a Buyer to pay for them.

Consumer protection legislation does not apply to a Buyer's purchase from a Seller, unless the Seller is operating business activities. If the Seller uses the Service within business operations, and the Buyer is a consumer, the Seller is solely liable towards the Buyer for compliance with all requirements under applicable consumer protection legislation, e.g. in relation to marketing, offering and sale of Items.

Every Seller to which EU consumer legislation applies is solely liable for ensuring e.g. that the Seller has before the conclusion of a sale to a consumer provided the consumer in clear and understandable form all required advance information, the Seller's own contractual terms applicable to the sale as well as information on the Buyer's right of withdrawal complete with the Seller's withdrawal form. The Seller shall always clearly state and provide all required information in the Listing and ensure that the Buyer immediately notices that the Seller is a professional seller.

The Seller is responsible for adding VAT to the sales price of the Items if the Seller is obligated to charge VAT on its sales in accordance with applicable tax legislation. The Buyers are responsible for paying VAT and all other associated taxes and fees for their purchase of goods. Twice Commerce shall in no event be responsible for the Buyer's or Seller's tax obligations.

The Buyer and Seller are responsible for handling any and all claims and disputes relating to Transactions, and Twice Commerce shall not be party to or obligated to participate in any way in the handling of any such claims or disputes. However, Twice Commerce reserves the right, but has no obligation, to become involved in or investigate in any way a dispute between a Seller and a Buyer, or any suspected unlawful, fraudulent, or improper activity. You agree to fully cooperate with Twice Commerce in such cases, including, without limitation, granting Twice Commerce full access to your Account and discussions on the Chat.

### **4 REGISTRATION AND ACCOUNT**

You are required to register an Account in order to use any features of the Service, including without limitation participating in a Transaction as a Seller or Buyer in the Service.

When creating and updating your Account as well as your Bio, you must provide true and accurate information about yourself. The name publicly visible in your Bio may be a pseudonym, but you shall give true information about your identity to us when registering for the Service. You shall keep the information submitted to the Service up to date. You may not create an Account using a false identity or information, or on behalf of someone else than yourself. You may not register an Account, if you have previously been removed from using the Service.

You are responsible for all activities related to your Account. Your Account is personal and you may not share, sell, rent, or give away it or your user credentials to others. You are responsible for maintaining the confidentiality of your user credentials. If you suspect that someone has access to your Account, please contact our customer service immediately.

## **5 RESTRICTIONS ON USE OF THE SERVICE**

You shall use the Service responsibly, reasonably and in good faith. Any use of the Service in violation of the terms set out herein is strictly prohibited, and any actual or suspected violation can, at our sole discretion, result in the immediate limitation or suspension of your right to use the Service, and may, in addition, subject you to liability for violations of law.

As a User, you undertake to:

- only use the Service in accordance with the Terms of Service, applicable laws and regulations, and the instructions set out in the Service at each time.
- provide accurate, authentic, current, and complete information in the Service to Twice Commerce and to other Users.
- be the legal owner of the Items you offer for sale and/or have an unrestricted right to sell such Items.
- not use the Service for any Transactions relating to Items that are illegal, stolen, fraudulent, inappropriate or dangerous, including but not limited to weapons, toxic, flammable or hazardous substances, drugs or pharmaceutical goods, counterfeit goods or other similar Items.
- not upload, post, or otherwise make available through the Service any User Content (as defined in section 13) that infringes any Intellectual Property Rights (as defined in section 12), right of privacy, right of publicity, or other right of any person or entity or that impersonates any other person.
- where the sale/purchase or use of an Item requires a valid license or is subject to legal age requirements, to as a Seller confirm the existence and validity of such license or fulfilment of other requirements prior to the sale.
- not circumvent, modify or disrupt, or attempt to circumvent, modify or disrupt any feature, technology, device, or software that is part of the Service.
- not reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other property used to provide the Service, or to obtain any information from the Service using any method not expressly permitted by Twice Commerce.
- not use cheats, exploits, automation software, emulators, bots, hacks, mods or any unauthorized third-party software designed to modify or interfere with the Service.

- not send messages or post content in the Service which contain viruses or malware, or are considered abusive, offensive, harassing, threatening, violent, sexist, or racist.
- not send mass messages or spam in the Service.
- Use the Service in any way that would violate any export controls, anti-money laundering rules, economic sanctions or similar laws or regulations including but not limited to those imposed by the United Nations, the United States of America and/or the European Union.
- Use the Service in the specific countries that we have listed as non-eligible countries in our Service at each time.

In addition to in cases of violations of the above undertakings, Twice Commerce further reserves the right to limit or suspend the use of the Service in regard to such Items or in connection with such activities that, in Twice Commerce's opinion or due to restrictions set by payment processing partners of Twice Commerce, are otherwise not suitable or appropriate to be featured in or offered via the Service, or which Twice Commerce deems to be in conflict with the spirit of the Service.

YOU CAN LOSE YOUR ACCOUNT AS A RESULT OF ACCOUNT TERMINATION OR LIMITATION, AS WELL AS ANY EARNED AND/OR PURCHASED VIRTUAL ITEMS, AND TWICE COMMERCE IS UNDER NO OBLIGATION TO COMPENSATE YOU FOR ANY SUCH LOSSES.

## 6 FEES, PAYMENT OF FEES AND RENEWALS OF SUBSCRIPTIONS

Some features of the Service may be used for free and other features of the Service, as set out in the Service at each time, are subject to Fees. There are fees for Subscriptions ("**Subscription Fees**"), and fees for other features than Subscriptions (the "**Additional Fees**") when using the Service. Together, the Subscription Fees and Additional Fees are referred to as "**Fees**".

The applicable Fees are stated in the price list, available at <https://www.twicecommerce.com/pricing> (as updated from time to time).

All Fees in the Service are stated including VAT and in US Dollars (USD), unless otherwise stated.

Payment of Fees is made through a payment method that is available in the Service from time to time and that you choose in connection with your payment.

Twice Commerce uses Stripe, Inc. as its third-party service provider for payment services. By paying Fees in the Service, you also agree to be bound by Stripe's terms and conditions available at <https://stripe.com/en-fi/legal/consumer> (as updated from time to time).

All Fees are paid immediately in connection with your purchase. The Subscription or other feature of the Service is available for use once we have notified you that we have received your payment of the applicable Fee. All Fees are non-exchangeable, non-transferable and non-refundable.

When you purchase a Subscription of a duration longer than thirty (30) days (“**Fixed-Term Subscription**”), you will pay for the entire multi-month Fixed-Term Subscription in advance. A Fixed-Term Subscription will expire on the last day of the Fixed-Term Subscription period, unless you have been informed in connection with your purchase of the Fixed-Term Subscription that the Subscription will continue in force until further notice after your initial fixed period. You can check in your Account whether your Subscription will continue in force until further notice after your initial Fixed-Term Subscription period as well as the type of your current Subscription. If you have been informed in connection with your purchase of a Fixed-Term Subscription that the Subscription will continue in force until further notice after your initial Fixed-Term period and you don’t want to continue your Subscription after your initial fixed period, cancel your Subscription at the latest two (2) days before the last date of your Subscription period. You can cancel your Subscription in the Service.

If the Subscription continues in force until further notice, the applicable Subscription Fee (for Subscriptions valid until further notice as set out in the price list) will be charged every thirty (30) days from the credit card that you have linked to your Account until you cancel your Subscription. The Subscription Fee will be charged one (1) day before the first date of the next 30-day Subscription period. In case you want to cancel your Subscription, do it at at the latest two (2) days before the next 30-day period. You can cancel your Subscription in the Service.

You must ensure that you have enough credit on your credit card to cover each payment. If we are unable to charge your credit card, your Subscription will be cancelled and it will terminate at the end of the paid Subscription period.

Upon cancellation, your Subscription will be valid until the end of the paid Subscription period.

Virtual Currency (as defined in section 7) cannot be used to cover Subscription Fees.

We reserve the right to shorten the duration of your following Subscription period, and change payment of your Subscription to occur on a specific date of the calendar month, in case we decide to standardize the monthly payment date of our Subscriptions which are in force until further notice.

For clarity, payments between Buyers and Sellers shall be made between Buyer and Seller outside the Service and on the terms and conditions which the Buyer and Seller have mutually agreed upon. Twice Commerce is not party to any Transaction or involved in facilitating payments to Users. Twice Commerce is not liable for any payment or non-payment of a Buyer or a Seller.

## **7 VIRTUAL ITEMS**

You may be offered the opportunity to earn or purchase Virtual Currency (as defined below) and/or Virtual Goods (as defined below) for use within our Service. Virtual Currency and Virtual Goods shall together be referred to as “**Virtual Items**”.

“**Virtual Currency**” shall mean in-Service currency, which can take the form of e.g. virtual tokens, coins, points, and credits, and which may, as applicable at each time, be earned in the Service or purchased with real money, and which may be used to purchase Virtual Goods, as further indicated in the Service.

“**Virtual Goods**” shall mean in-Service virtual assets, as offered at each time in the Service, which can be a license to use within the Service e.g. virtual badges, or virtual themes which license can be used by you to enhance your experience in using the Service.

Any Virtual Currency balance shown in the Service does not constitute a real-world monetary balance, but merely shows the extent of your limited license to use Virtual Currency within the Service.

We encourage you to not purchase more Virtual Items than you need at each time. However, you are always solely responsible for your purchase and use of Virtual Items.

VIRTUAL ITEMS ARE PERSONAL AND NON-REFUNDABLE AND THEY MAY NOT BE EXCHANGED INTO REAL MONEY AND THEY MAY NOT BE TRADED OR TRANSFERRED TO ANY OTHER USER OR PERSON OR TRANSFERRED OUT FROM THE SERVICE.

If we decide to stop providing the Service, we shall provide you with as much advance notice as is commercially possible in the circumstances and provide you with a time period during which you can use any remaining Virtual Items before the Service ceases to be available. Even in the event that we must stop providing the Service (including without limitation Virtual Items) due to e.g. regulatory reasons with no advance notice or in the event that the use of the Service is interrupted for any period of time, we shall be under no obligation to provide you with a refund for any remaining/unused Virtual Items, although we may choose to provide such refund at our sole discretion.

YOU ACKNOWLEDGE AND AGREE THAT TWICE COMMERCE IS NOT REQUIRED TO REFUND YOU, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED VIRTUAL ITEMS WHEN YOUR ACCOUNT IS TERMINATED, REGARDLESS OF THE REASON FOR SUCH TERMINATION.

## **8 NO PURCHASE WITHDRAWALS**

This Section does not apply to the potential right to withdraw from the purchase of the Items, which right is governed by the Seller's terms of sale for which Twice Commerce is not responsible.

As a Customer of the Service, you have no right to withdraw from any purchases of Subscriptions or other features in the Service, including without limitation purchases of Virtual Items (for clarity, including purchases of Virtual Goods with Virtual Currency).

When you as an EU consumer make any payment in the Service (to e.g. pay for a Subscription or Virtual Items), you acknowledge and agree that the provision of the digital service/good to you has commenced immediately and during the statutory 14-day cooling off period and that your transaction with Twice Commerce cannot be withdrawn from.

## **9 CHANGES TO FEES**

We reserve the right to change our Fees at any time. Changes may be made due to e.g. new features, legislation or official rulings, essential and unforeseen changes in circumstances, or the rise of production, purchasing or other costs.

In case we increase the Fees or introduce a new Fee, we will notify you about the change at least 30 days before the change comes into effect. In case you don't accept the change, you may discontinue using the Service before the change comes into effect.

Regardless of the above, we may introduce a Fee amendment or a new Fee with immediate effect, if it is due to a change in legislation or an official ruling.

Any discount campaigns are subject to campaign-specific terms and conditions.

## 10 CHANGES TO THE SERVICE

We are continuously developing the Service and we may change or remove different parts of the Service, including its functionalities and features, in part or in whole. We may require that you accept updates to the Service.

We may make modifications or changes to the Service at any time at our sole discretion and without notifying you thereof, provided that such changes are necessary for maintaining the Service in conformity with these Terms of Service and applicable laws and official rulings, including regular updates made e.g. due to new releases of operating systems.

If we introduce other changes, we will notify you thereof e.g. on the Website and in the App. Accepted reasons for such changes shall be e.g. adapting to a new technical environment or an increased number of Users.

If we introduce changes (that are not necessary for maintaining conformity) that negatively (more than in a minor way) impact the use of or reduce the features of the Service, we will inform you of the change and your right to terminate your agreement with us at least thirty (30) days before the change comes into effect. In case you don't accept the change, you may discontinue using the Service and terminate your agreement with us before the change comes into effect. Please note that you are always entitled to terminate your agreement with us and delete your Account at any time as set out in section 19.

You may need to update third-party software from time to time in order to access the Service and in order for the Service to function properly.

## 11 CHANGES TO THE TERMS OF SERVICE

We may amend these Terms of Service from time to time.

Changes to the Terms of Service may be made due to e.g. new features, legislation or official rulings (e.g. involving changes in taxes, duties or other public charges), essential and unforeseen changes in circumstances or the rise of costs (e.g. the rise of the costs our partners charge us).

We reserve the right to make minor changes to these Terms of Service that do not affect their key content without prior notice. In case we make a change to these Terms of Service which are not only minor (and which are not made due to legislation or an official ruling), we will notify you about the change at least thirty (30) days before the change comes into effect. In case you don't accept the change, you may discontinue using the Service before the change comes into effect.

## 12 INTELLECTUAL PROPERTY RIGHTS

**"Intellectual Property Rights"** shall mean copyrights and related rights (including database and catalogue rights and photography rights), patents, utility models, design rights, trademarks, tradenames, and any other form of registered or unregistered intellectual property rights or statutory protection of any kind and applications for any of the foregoing.

If not otherwise agreed herein, no Intellectual Property Rights of either Twice Commerce or the User shall be transferred.

All rights, title and interest in and to all Intellectual Property Rights in or related to the Service, including any versions and upgrades thereof, and any other service or offering by Twice Commerce (including but not limited to any methods, systems, software, algorithms, images, interfaces and integration tools as well as source code), any Aggregate Data (as defined in section 13) as well as any related documentation and analytics (including modifications to any of the foregoing, if any) and all parts and copies thereof shall remain exclusively vested with and be the sole and exclusive property of Twice Commerce or its subcontractors or licensors, as applicable.

If you provide feedback, request features, changes or tools, or otherwise provide comments relating to the Service or provide suggestions or ideas for improving or developing the Service (all the aforementioned referred to as “**Feedback**”), you agree that such Feedback will be fully assigned to Twice Commerce without any obligation for Twice Commerce to pay separate compensation, and Twice Commerce shall have the right, title and interest in, and own all Intellectual Property Rights to such Feedback and may thus freely use and incorporate them into its service offerings.

All rights, title and interest in and to all Intellectual Property Rights in or related to User Content (as defined in section 13) shall remain exclusively vested with and be the sole and exclusive property of the User.

### **13 USER CONTENT AND LICENSE TO USER CONTENT**

“**User Content**” means all the material, data, and information (including without limitation text, images and personal data) that Users upload, post, transmit, or otherwise make available through the Service or to Twice Commerce. By submitting any User Content, you represent and warrant that such submission is not in violation of any laws, contractual restrictions or other third-party rights, and that you have permission from any third party whose personal information or Intellectual Property Rights is/are included in the User Content. You are responsible for obtaining all necessary rights to upload, post, transmit, or otherwise make available your User Content. In case there are any third-party restrictions relating to the User Content preventing its use in the Service, you shall not use such User Content in connection with the Service.

You shall be solely liable for any damage resulting from any infringement of Intellectual Property Rights or any other rights, or any other damage, harm, or consequences related to or resulting from your User Content.

We may refuse or delete any User Content without prior notice to the User if we, at our sole discretion, believe that the User Content violates these Terms of Service, any Intellectual Property Rights or other rights, or any applicable law.

You hereby grant Twice Commerce a non-exclusive, revocable, worldwide, and limited right to use the User Content for the purposes of delivering the Service.

Twice Commerce shall have the right to generate usage, statistic, and other derivative data from and by analyzing the User Content or any other information or data provided by you in the Service, as well as by analyzing your use of the Service (“**Aggregate Data**”). Twice Commerce shall be entitled (during and after the term of the agreement with you) to use such Aggregate Data to improve and enhance its current or future services and for other development, diagnostic, and corrective purposes in connection with the Service and other services or offerings of it.

The Service shall not be used as a storage service. The User shall be solely responsible for storing appropriate and necessary backup copies of its User Content.

## **14 USER CONTENT SCREENING**

By using the Service, you acknowledge and agree that we do not actively verify User Content and our responsibility for User Content is limited to the fullest extent possible by applicable law. We do not, and cannot, pre-screen or monitor all User Content. You use the Service at your own risk.

At our sole discretion, we may screen ourselves or use technology to screen User Content or monitor your use of the Service for inappropriate use or conduct. By creating an Account, you provide your consent to such monitoring during the term of your agreement with us.

## **15 PROCESSING OF PERSONAL DATA**

We process personal data of our Users when providing the Service. You can find more information about how we process personal data from the Twice Assistant Privacy Policy available at [www.twicecommerce.com/privacy](http://www.twicecommerce.com/privacy)

Please note that Sellers may process personal data of Buyers and that Sellers are solely responsible for such processing.

## **16 THIRD-PARTY SERVICES**

“**Third-Party Services**” shall mean an online platform, or any kind of service of a third party or the User, to which the Service is connected, such as social media platforms, or other accounts or websites, or any other User’s data sources, which are used in connection with the Service, as well as any functionalities, applications, interfaces, or integration tools provided by third parties, such as artificial intelligence technology. The User authorizes Twice Commerce to access and use the Third-Party Services for the purpose of providing the Service to the User.

You acknowledge and agree that the Service may not properly function in conjunction with all Third-Party Services, and that Twice Commerce shall have no liability for any inoperability or errors arising thereof (including any damages caused to the Third-Party Services, User Content or parties to a Transaction), or otherwise for the Third-Party Services or actions of third parties.

## **17 AVAILABILITY AND DISCLAIMER OF WARRANTIES**

We aim to keep the Service operational and available 24 hours a day, but, at times, we may make the Service temporarily unavailable due to maintenance, changes, installation work, safety, excessive system activity or similar reasons. It is possible that the Service is, sometimes, unavailable or negatively affected due to circumstances that are beyond our control.

WITHOUT LIMITING OUR LIABILITY UNDER SECTION 18 BELOW AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TWICE COMMERCE DOES NOT WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE SERVICE AT THE TIMES OR LOCATIONS OF YOUR CHOOSING, THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED.

In case your jurisdiction does not allow the exclusion of some of the above disclaimers, some of the above disclaimers may not apply to you.

## **18 LIABILITY**

The Seller is solely liable to the Buyer for the sale of Items in accordance with the Seller's terms and conditions, and in accordance with applicable law. Twice Commerce is not liable for any User's conduct, any User Content, the terms and conditions of a Transaction, or any breaches, damage or defects in relation to Items or Transactions.

In case we breach these Terms of Service, we shall, in relation to consumer Users, be liable for damages in accordance with applicable consumer protection law. This section does not limit our statutory liability for defects in the Service in relation to our consumer customers or any liability that, by law, cannot be limited or restricted, or your statutory remedies for defects or delays under any applicable mandatory consumer protection laws.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TWICE COMMERCE IS NOT LIABLE TO A USER OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGE SUCH AS LOST BUSINESS OPPORTUNITIES OR LOST PROFITS, OR FOR ANY LOSS OR COMPROMISE OF ANY KIND OF DATA OR INFORMATION (INCLUDING USER CONTENT), OR ANY THIRD-PARTY DAMAGE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TWICE COMMERCE'S TOTAL AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THE AGREEMENT WITH THE USER SHALL BE LIMITED TO THE SMALLER OF THE FOLLOWING: I) THE AGGREGATE AMOUNT OF FEES RECEIVED BY TWICE COMMERCE FROM THE USER DURING THE SIX (6) MONTHS' PERIOD PRECEDING THE FIRST OCCURRENCE FOR WHICH DAMAGES ARE CLAIMED, OR II) 100 US DOLLARS.

## **19 TERMINATION OF ACCOUNT AND SERVICE**

In the event that you breach the Terms of Service or any instructions provided in accordance with the Terms of Service, Twice Commerce has the right at any time, without liability for any consequences and without any obligation to refund any compensation paid, to suspend your use of the Service, delete your Account, and take any other necessary action, without prejudice to our ability to claim any other rights or claims under the Terms of Service or applicable law.

You may terminate your Account at any time and for any reason by following the process described in the Service. In case you terminate your Account, you will no longer be able to access it.

We reserve the right to discontinue offering the Service or part of it, and it may consequently not be possible to buy a new Subscription after the end of a Fixed-Term Subscription period or to continue a Subscription valid until further notice. Ongoing Fixed-Term Subscriptions will in such case continue until the end of the ongoing Fixed-Term Subscription period and Subscriptions valid until further notice will continue until the end of the ongoing 30-day Subscription period. After that, your right to use the Service or the affected part thereof will automatically be terminated.

YOU ACKNOWLEDGE AND AGREE THAT TWICE COMMERCE IS NOT REQUIRED TO REFUND YOU, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED VIRTUAL ITEMS WHEN YOUR ACCOUNT IS SUSPENDED OR TERMINATED, OR WHEN THE SERVICE OR PART OF IT IS DISCONTINUED, REGARDLESS OF THE REASON FOR SUCH SUSPENSION, TERMINATION OR DISCONTINUATION.

TWICE COMMERCE RESERVES THE RIGHT TO TERMINATE ANY ACCOUNT THAT HAS BEEN INACTIVE FOR 365 DAYS.

## **20            TRANSFER OF THE AGREEMENT**

You are not entitled to, in whole or in part, transfer any rights or obligations under the Terms of Service to another person or entity.

We have the right to transfer all of our rights and obligations under these Terms of Service to an affiliate or to a third party. Such transfer may relate to all or part of our obligations and rights under these Terms of Service.

## **21            GOVERNING LAW AND DISPUTE RESOLUTION**

Please note that the provisions of this section 21 do not apply to disputes between Users or disputes regarding any Items or Transactions. Any disputes or claims relating to any Items or Transactions shall be handled by and between the Buyer and the Seller.

The agreement between the User and Twice Commerce shall be governed by the laws of Finland, excluding its conflicts-of-law provisions.

Any dispute, controversy or claim arising out of or relating to the agreement between the User and Twice Commerce, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one. The proceedings shall be conducted in the English language. The seat of arbitration shall be Helsinki, Finland.

EU consumers are, however, entitled to choose to bring action in the applicable court of first instance in their home jurisdiction.

In case of disputes regarding the agreement between the User and Twice Commerce or regarding the Service (not concerning Items or Transactions), EU consumers may also contact the applicable consumer advisory services authority and thereafter refer their case to the applicable consumer disputes authority for resolution.

EU consumers may also use the European Online Dispute Resolution Platform (the “**ODR**”) provided by the European Commission for resolving consumer problems. The ODR (<http://ec.europa.eu/odr>) provides access to dispute resolution tools in all official EU languages.