

Last updated on: October 21st, 2024

Twice Commerce Terms and Conditions

These Terms and Conditions are effective on October 21st, 2024 for all customers agreeing to the Terms and Conditions for the first time.

If you have previously agreed to a version of our Terms and Conditions before October 21st, 2024 please note that these Terms and Conditions will be effective on November 21st, 2024 and completely replace the prior version available here. Please be aware that by continuing to use our services as of November 21st, 2024 you are accepting these updated Terms and Conditions.

If you have a separate written agreement with Twice Commerce Oy, then these Terms and Conditions with the amendments apply only in parts in which the previous version of Terms and Conditions applied in aforementioned agreement.

These Terms and Conditions (“Agreement”) govern the use of the Twice Commerce services (“Twice Commerce Services”) as provided by Twice Commerce Oy to the customer organization or company hereby taking Twice Commerce Services to use (“Customer”), unless not explicitly otherwise agreed by the Parties.

Twice Commerce Contact Details

Twice Commerce Oy
Business ID: 2634632-5
VAT ID: FI26346325
Address: Kalevankatu 3 B 8, 00100 Helsinki
Contact: Managing Director, Tuomo Laine
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1. Purpose and Background

Twice Commerce is a SaaS-based omni-channel commerce platform designed for companies providing end customers (“End Customers”) with rentals and other transactions of goods and services (“Items”). Twice Commerce enables the Customer to sell and rent services and goods to End Customers. Dependent on the Customer’s subscription plan, Twice Commerce Service enables the Customer to create and build their own online store, as well as manage their in-store operation using Twice Commerce’s store management solutions.

2. End Customer Terms

Customer will be responsible for including their own End Customer terms and privacy policy (“End Customer Terms”) into the Twice Commerce Service as enabled by Twice Commerce. Customer will ensure that such terms are compliant with applicable local laws and regulatory

requirements, including data protection and (where applicable) consumer protection laws. For the avoidance of doubt, Twice Commerce will not be a party to the agreements made between Customer and End Customer.

3. Restrictions regarding Use of Twice Commerce

When using the Twice Commerce Service, the Customer undertakes:

- a. to ensure that the activities Customer uses the Twice Commerce Service for are compliant with applicable local laws and regulatory requirements;
- b. not to charge End Customer for any additional costs or fees relating to the Items other than those submitted via Twice Commerce Services and specified in the End Customer Terms;
- c. not to rent or sell Items other than those disclosed by the Customer in connection with this Agreement. Specifically Customer undertakes not to use the Twice Commerce Service for any transactions relating to Items that are illegal, inappropriate or dangerous, including but not limited to weapons, toxic, flammable or hazardous substances, drugs or pharmaceutical goods, living animals, adult entertainment of any kind, gambling or lottery Items, financial goods and services, counterfeit goods or other similar Items;
- d. to ensure that the rental or sale of items involving copyrighted or other IPR content does not infringe any third party rights or local legislation, including but not limited to copyright or trademark legislation;
- e. where the use of an Item requires a valid license or is subject to legal age requirements, to confirm the existence and validity of such license or confirm the age of the End Customer prior to rental; and
- f. to ensure that the End Customer is provided with adequate instructions and possible safety equipment (e.g. helmet) for the use of the Item.

Twice Commerce further reserves the right to prohibit or refuse the use of the Twice Commerce Service in regard to such Items or in connection with such business 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 Twice Commerce Service.

4. General Customer Obligations

For regulatory and security purposes Customer is required to:

- a. inform Twice Commerce of any changes to their intended use of the Twice Commerce Service or the Items sold or rented via the Twice Commerce Service.
- b. provide accurate information relating to the Items Customer intends to offer via the Twice Commerce Service as well as to provide information regarding the legal form, management or origin of payments and other similar circumstances (and any changes thereof) required for conducting and maintaining a Know Your Customer

(KYC) identification and verification process required by payment industry regulations.

c. adhere to strict data security standards when processing any cardholder data or when operating the Terminal Equipment in accordance with Section 6.

5. Payment and Payment Terms

There are recurring Subscription Fees, volume-based Transaction Fees or Additional Fees when using Twice Commerce Services. Together, the Subscription Fees, Transactional Fees and Additional Fees are referred to as “Fees”.

In order to access the paid features of Twice Commerce Services, Customer must keep a valid payment method on file with Twice Commerce to pay for a incurred and recurring Fees.

By default Subscription Fees are paid in advance and will be billed in 28- to 30-day intervals. Subscription Fees are non-refundable. Transaction Fees and Additional Fees will be charged from time to time at Twice Commerce’s discretion.

Twice Commerce may offer discounts to Customers that opt-in to extend their billing cycle to longer intervals such as one, two or more years. Twice Commerce may also offer other kinds of one-time or recurring discounts or service credits. Service credits can be given e.g. when Customer downgrades their subscription in mid billing cycle. Twice Commerce reserves the right to invalidate credits that are older than 12 months.

The exact applicable pricing depends on the subscribed plan and combination of functionalities of the Twice Commerce Services used by Customer.

The up to date pricing is specified in Twice Commerce’s price list available at Twice Commerce’s website <https://www.twicecommerce.com/pricing> or showcased in the administrator menu of Customer’s Twice Commerce Service prior to purchase.

Payment and deposit handling

Where Customer also uses the payment and deposit handling functionalities of Twice Commerce service (“Twice Commerce Payments”), Twice Commerce shall be entitled to deduct an additional percentage-based transfer fee from the total (Tax inclusive) sum of transfers of End Customer payments (“Transfer Fee”) to the Customer account, as well as a flat rate transaction fee (“Transaction Fee”) per each transaction carried out via Twice Commerce Services. The Transfer Fee and and Transaction Fee are deducted directly in connection with the relevant payment transaction.

General payment terms

Unless specified otherwise, all prices are exclusive of VAT. Such taxes and fees shall be added to the prices and be borne by the Customer. Twice Commerce will provide billing and related usage information in a format we choose, which may change from time to time. Twice Commerce reserves the right to correct any errors or mistakes that it identifies even if it has already issued an invoice or received payment. Customer agrees to notify us about any billing problems or discrepancies within thirty (30) days after they first appear on your

invoice. If Customer does not bring such problems/discrepancies to our attention within thirty (30) days, it agrees to waive its right to dispute such problems or discrepancies.

Interest for late payments shall be 10%.

Apple Pay terms

You may choose to use Apple Pay as a payment method via a payment gateway, which enables end customers to purchase goods and services from your store via Apple Pay.

Upon completion of sign up for the Service, Twice Commerce has the right to register you to the Apple Pay Platform on your behalf in order to facilitate Apple Pay payment transactions using the Apple Pay Platform.

By using Apple Pay on your Store, you are agreeing to be bound by the Apple Pay Platform Web Merchant Terms and Conditions (<https://developer.apple.com/apple-pay/terms/apple-pay-web/>), as they may be amended by Apple from time to time. Such amendments to the Apple Pay Platform Web Merchant Terms are effective as of the date of posting. Your continued use of Apple Pay on your Store after the amended Apple Pay Platform Web Merchant Terms are posted constitutes your agreement to, and acceptance of, the amended Apple Pay Platform Web Merchant Terms.

6. Payment Handling

Use of third party payment platforms

Use of the Twice Commerce Service may be subject to a third-party payment service provider's acceptance of the Customer as a Sub-Merchant of Twice Commerce. Please note that in addition to this Agreement between Customer and Twice Commerce, additional terms and conditions may be applicable to the direct relationship between Customer and the payment service provider.

Payment Security

Twice Commerce shall, in accordance with all applicable PCI DSS requirements, be responsible for the security of Customer's cardholder data to the extent it is stored, possessed or transmitted by Twice Commerce in connection with Customer's use of the Twice Commerce Services, or to the extent Twice Commerce can impact the security of the Customer's cardholder data environment.

To ensure the secure processing of Customer's cardholder data, Twice Commerce has engaged credible third party service providers.

Where Customer is provided with Terminal Equipment for the use to Twice Commerce Services, Customer however explicitly acknowledges and agrees that:

- a. no external or third party equipment may be integrated with such Terminal Equipment;
- b. regardless of any general payment security guidelines or recommendations provided by Twice Commerce to Customer, Customer, not Twice Commerce, is solely

responsible for the operating of the Terminal Equipment and the management and regular monitoring of any related security threats or risks, including the prevention of any cases of substitution or tampering.

7. Third Party Integrations and Functionalities

Certain functionalities of the Twice Commerce Service may be provided by or integrated with services provided by third party service providers.

For the avoidance of doubt, all third party functionalities, interfaces and integrations relating to the Twice Commerce Service is provided on an “as is” basis.

8. Confidentiality

Neither Party shall disclose to third parties any material or information received from the other Party and marked as confidential or which should be understood to be confidential, and shall not use such material or information for any other purposes than those stated in this Agreement.

The confidentiality obligation shall, however, not be applied to material and information which is generally available or otherwise public, or which a Party is obligated to disclose due to applicable mandatory laws, public authority regulations or court orders.

9. Intellectual Property Rights

Twice Commerce grants Customer a limited, non-exclusive, revocable right to use the Twice Commerce Service subject to these terms during the term of this Agreement.

All Intellectual Property Rights in or related to the Twice Commerce Service and thereto related documentation and all parts and copies thereof shall remain exclusively vested with and be the sole and exclusive property of Twice Commerce and/or its subcontractors/ licensors.

10. Analytics Data

Twice Commerce shall have the right to collect anonymous statistical data (“Analytics Data”) from the Customer’s use of the Twice Commerce Service, provided that such Analytics Data cannot be linked to the Customer. Analytics Data shall be proprietary to Twice Commerce.

11. No Warranty

The Twice Commerce Service is provided on an “as is” basis, without warranties of any kind, including any warranty of non-infringement, merchantability, or fitness for a particular purpose or business need.

Twice Commerce cannot warrant that the Twice Commerce Services will be uninterrupted or error free.

12. Limitation of Liability

Twice Commerce shall in no case be responsible for any Items or for the content, shortcomings or lack of End Customer Terms.

To the maximum extent permitted by applicable law, Twice Commerce is not liable to Customer for any lost profits, or for indirect or consequential damages. Twice Commerce's total aggregate liability under or in connection with this Agreement shall be limited to the average monthly fees paid by the Customer for the Twice Commerce Services multiplied by 3.

13. Personal Data

Where Twice Commerce processes personal data of the End Customers, such as names, contact details or payment data, on behalf of Customer ("Controller") as a data processor ("Processor"), the Parties agree that:

- a. the Controller acknowledges and agrees that the personal data may be transferred or stored outside the EEA or the country where the Customer and the Users are located in order to provide the Twice Commerce Services and perform the Parties obligations under this Agreement, unless otherwise instructed by Controller. All international transfers of personal data shall comply with requirements set out in applicable laws;
- b. unless otherwise agreed, the Controller authorizes Processor to use subprocessors for the processing of the personal data for the provision and use of the Twice Commerce Services agreed upon;
- c. Processor shall ensure that the Processor employees or other persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- d. Processor assists the Controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Controller's obligation to respond to requests for exercising the data subject's rights under applicable law;
- e. Processor reasonably assists the Controller in ensuring compliance with data security obligations set out in applicable laws taking into account the nature of processing and the information available to Processor;
- f. Processor makes available to Controller information necessary to demonstrate compliance with applicable data protection laws;
- g. Processor shall process the personal data only in accordance with the terms of this Agreement and any lawful and documented instructions reasonably given by the Controller from time to time;
- h. each Party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage ("Breach") to ensure the level of security required under

applicable laws and the rights of the data subjects. Twice Commerce shall notify Customer of any discovered Breaches without undue delay; and

i. all personal data processed by Processor shall be anonymized or deleted upon the expiry or termination of this Agreement, unless otherwise required by applicable law or unless otherwise agreed.

14. Term and Termination

This Agreement shall enter into force as of the signature or acceptance of this Agreement and is valid until further notice with a mutual notice term of 3 months.

A Party may terminate this Agreement with immediate effect if the other Party substantially breaches the provisions of this Agreement and does not remedy the breach within 14 days after receiving a written request to do so.

The provisions of this Agreement which by their nature reasonably should survive the termination or other expiration of this Agreement shall survive any expiration or termination.

15. Reference Use

Customer agrees that Twice Commerce may use the Customer's name and logo to identify the Customer as a customer of Twice Commerce as part of a general list of Twice Commerce's customers for use and reference in Twice Commerce's promotional and marketing materials while this Agreement is in effect.

16. Amendments

Twice Commerce is entitled to amend this Agreement, including the fees specified in Section 5 by providing the Customer with a prior notice of at least 30 days beforehand. If the Customer does not accept the change made by Twice Commerce, the Customer has the right to terminate the Agreement by notifying Twice Commerce thereof in writing prior to the effective date of such change.

17. Applicable Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of Finland, except for its provisions on choice of law.

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 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.