



Terms and conditions

These terms and conditions govern the use of the BackedByCFO Oy riskrate -services. By accepting this Agreement as part of the sign up procedure of the riskrate Services (by clicking "I agree"), you accept the terms and conditions of this Agreement. It's important to us that You read this terms & conditions before you sign-up for the service.

1. Service description

Features of the Service

The features of selected service are described and updated on www.riskrate.io

Service always includes

- 7 days of free trial
- Ready to go integrations with invoicing software
- ready to go dashboard or alternatively data transfer via BackedByCFO API
- Customer service

2. Pricing

The table below itemizes the Customer's monthly Service Fee for the use of the Service. The service is billed 12 months in advance. BackedByCFO reserves the right to check revenue level and tier changes. Please kindly note, that invoicing & accounting softwares may charge API fees separately base

3. Definitions

As used in this Agreement, the following terms shall have the meaning set out below

"Agreement" shall mean these BackedByCFO Terms and Conditions and any Orders executed between the Parties and any attachments thereto.

“BackedByCFO” or **“BackedByCFO Oy”** shall mean BackedByCFO Oy (business ID 2950436-8).

“BackedByCFO Services” shall mean the Services provided to the Customer by riskrate Software.

“BackedByCFO Software” shall mean riskrate software products or services provided to Customer by BackedByCFO.

“Customer” shall mean the entity or person having ordered the riskrate Services hereunder.

“Customer Data” shall mean all Customer’s data that Customer or a party acting on Customer’s behalf submits to BackedByCFO to be used for the provision of the riskrate Services.

“Error” shall mean any material failure in the riskrate Services to conform substantially to the material specifications of the relevant riskrate Services or the specifications or service description agreed separately between the Parties.

“Intellectual Property Rights” shall mean copyrights and related rights including database and catalogue rights and photography rights, patents, utility models, design rights, trademarks, trade names, trade secrets, know-how and any other form of registered or unregistered intellectual property rights.

“Order” shall mean an executed written, oral or electronic order or offer for the subscription of riskrate Services, including orders made on www.riskrate.io or per email or telephone.

“Party” shall mean Customer or BackedByCFO (jointly the **“Parties”**).

“riskrate Services” or **“riskrate”** shall mean the Services provided to the Customer by riskrate Software.

“riskrate Software” shall mean software products or services provided to Customer by BackedByCFO Oy.

“Service Fees” shall mean the fees charged by BackedByCFO Oy from time to time from Customers during the Subscription Period for Subscription Services as agreed between BackedByCFO Oy and Customer in the Order or otherwise.

“Subscription Period” shall mean, unless otherwise set out on the Order, the prepaid fixed term during which the Customer is subscribed riskrate -Services as set out in the Order.

“Subscription Services” shall mean the subscription-based riskrate -Services including any riskrate Software provided by BackedByCFO Oy to Customer hereunder during the Subscription Period.

4. riskrate services

4.1. Provision of riskrate services

Subject to the terms and conditions of this Agreement and the due payment of the Service Fees, BackedByCFO Oy shall provide to Customer the riskrate Services set out on the Order during the term of this Agreement.

The Customer is responsible for acquiring any and all network connections and all technical equipment required for using the riskrate Services and is liable for maintaining any firewall and any data security and virus protection systems including any costs thereof. The Parties acknowledge that there may occur errors in electronic communications. The Parties agree that they use email for sending attachments and as a means of communication unless otherwise separately agreed.

BackedByCFO Oy shall have the right to deny the Customer's use of any part of the riskrate Services without any prior notice to the Customer, if BackedByCFO Oy suspects that the Customer uses the riskrate Services in violation of the terms of this Agreement.

BackedByCFO Oy may under its sole discretion at any time modify and update the riskrate Services or a part thereof and may cease to provide the same.

4.2. Provision of riskrate software

BackedByCFO Oy provides the Customer with access to the riskrate Software as part of the riskrate Services.

When riskrate Software is provided to Customer, subject to the terms and conditions of this Agreement and the due payment of the Service Fees, BackedByCFO Oy grants to the Customer and the Customer hereby accepts a limited, non-exclusive, non-transferable, and non-sublicensable right to the Customer to use the riskrate Software during the term of this Agreement for the purposes set out herein. The Customer shall comply with any additional guidelines and instructions relating to the use of such riskrate Software.

BackedByCFO Oy is not liable for any costs relating to updating or installing or maintaining any riskrate Software or other software used by the Customer unless otherwise agreed.

BackedByCFO Oy shall have the right to schedule regular maintenance work of the riskrate Software during which time the riskrate Software may be temporarily unavailable without any obligation to compensate any damages or service level failures to the Customer.

If BackedByCFO Oy suspends the riskrate Software, it shall inform the Customer of the suspension and the duration of the estimated suspension in advance or, if this is not reasonably possible, without delay after BackedByCFO Oy has learned of such matter.

The Customer acknowledges that interruptions to the availability of the riskrate Software and riskrate Services may also occur, for example, in the event of data connection or

network disruptions or in case of interruptions in third-party services connected or integrated to riskrate. BackedByCFO Oy shall in no event be liable for such interruptions.

4.3. General obligations of Customer

The Customer agrees that it shall indemnify and hold riskrate harmless from and against any and all liabilities, losses, damages, costs, and expenses including reasonable legal fees and expenses associated with any claim or action brought against riskrate that may arise from the Customer's use of the riskrate Services in breach of this Agreement.

The Customer is not permitted and not entitled to permit others to do any of the following

- copy, modify, distribute, rent, sub-license, lease the riskrate Services or otherwise make them available to or grant access to third parties without the prior written consent of BackedByCFO Oy;
- circumvent or try to circumvent any usage control or anti-copy functionalities of the riskrate Services;
- reverse engineer or decompile the riskrate Services or access the source code thereof, except as permitted by law;
- probe, scan or test the vulnerability of the riskrate Services;
- use the riskrate Services in violation of applicable law; and
- to use the riskrate Services in ways that violate Intellectual Property Rights, business secrets, or privacy rights of third parties.

4.4. Liability for riskrate services and warranty

In case of any Errors that can be directly perceived in the riskrate Services, the Customer must provide BackedByCFO Oy with immediate notice within 30 days from the provision of such riskrate Services. Other Errors shall be notified by Customer to BackedByCFO Oy within 2 months from the end of the calendar month during which the Error occurred. In any Error notices the Customer must identify the Errors in sufficient detail to enable BackedByCFO Oy to correct the Errors.

BackedByCFO Oy shall have no liability for Errors notified by Customer upon the expiry of such 30 day / 2 month period. Upon such notice by Customer, BackedByCFO Oy shall correct or provide circumvention to the Errors, whereupon a new 30-day / 2 month review period commences.

BackedByCFO Oy shall not be liable for any errors or liabilities occurring as a result of errors, delays or deficiencies in the Customer Data or other information provided by the Customer to BackedByCFO Oy or otherwise due the negligence of the Customer or a third party. For clarity, BackedByCFO Oy shall not be liable for any management or business decisions made by the Customer.

This Section 4.4 sets out BackedByCFO Oy's' entire liability for Errors. Unless otherwise agreed in this Section 4.4 and to the extent permitted by applicable law, the riskrate Services are provided without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, or accuracy or reliability of results from use of the riskrate Services, that the

riskrate Services will meet specific requirements, that the riskrate Services will be uninterrupted, completely secure, free of software errors, defects and failures.

5. Additional Services

The Parties may agree on the provision of Additional Services by concluding an Order for Additional Services. The scope of the Additional Services shall be defined in such Order.

An estimated time schedule and pricing for the delivery of the Additional Services shall be agreed upon for each Order for Additional Services. Such time schedule shall be considered non-binding, unless otherwise agreed.

6. Security

The Customer shall use all reasonable endeavours to prevent unauthorised access to, or use of, the riskrate Services. The Customer shall ensure that a possible user name, passwords, and equivalent information obtained by the Customer in conjunction with registration to the riskrate Software or riskrate Services are kept confidential and stored and used in a secure manner and cannot be accessed or used by third parties.

Where it is suspected that any unauthorised person has become aware of a user name and/or password, the Customer shall immediately inform BackedByCFO Oy thereof and change such user name and/or password.

The Customer shall be liable for any use of the riskrate Software or riskrate Services with the usernames and/or passwords of the Customer.

7. Customer Data and Signup

7.1. Signup and Provision of Customer Materials

The person signing or otherwise accepting the Agreement represents that it has the authority to bind the organization indicated on the Order to the Agreement.

The Customer shall be responsible for compiling and submitting the requisite information regarding the Customer's business transactions to BackedByCFO Oy and provide access to BackedByCFO Oy to any software systems and services used by Customer as required for the timely and accurate provision of the riskrate Services.

The Customer shall ensure that all details provided regarding the Customer's contact information, company information, accounting information, transaction information, calculations, billing information and credit card information and other Customer Data and information necessary for the provision of the riskrate Services, where applicable, are correct and undertakes to update such information as soon as possible in case such information has changed.

7.2. Rights to Customer Data

The Intellectual Property Rights and the title to the Customer Data shall belong to the Customer.

BackedByCFO Oy and its subcontractors subject to applicable data protection laws may use, copy, store, and modify Customer Data during the term of this Agreement for the purposes of providing the riskrate Services and managing the customer relationship between BackedByCFO Oy and Customer as well as analyzing the use of the riskrate Services. Such right shall be non-exclusive, royalty-free and worldwide.

BackedByCFO Oy shall have the right to generate anonymous usage and other data from and by using the Customer Data. BackedByCFO Oy shall own all such anonymous data generated from and by using the Customer Data. If the title to the anonymous data cannot be transferred to BackedByCFO Oy, the Customer grants BackedByCFO Oy and its subcontractors a perpetual, non-exclusive, worldwide, royalty-free, transferable and sublicensable license to use, modify, copy, publish, and store such anonymous data for any business or other purpose of BackedByCFO Oy, including for the purposes of developing existing or new services and analyzing the use of the riskrate Services. For clarity, anonymous data shall not in any event be used in a manner that identifies the Customer or any natural person. Such license shall survive the expiry or termination of this Agreement.

7.3. Liability for Customer Data

The Customer shall be responsible for its Customer Data and shall be liable for ensuring that Customer Data is accurate and complete and does not infringe any third party rights or violate applicable legislation, and that the Customer possesses such necessary licences and permissions from third parties as may be required in order to use the Customer Data as set out herein.

BackedByCFO Oy does not monitor or review the Customer Data but may in its own discretion make requisite corrections to the Customer Data as part of the riskrate Services.

riskrate Services shall not be used as a storage service. Customer shall be solely responsible for storing appropriate backup copies of the Customer Data.

BackedByCFO Oy has the right to store any Customer Data as long as required by applicable laws or as long as the Customer has any unpaid Service Fees or other fees.

8. Personal Data

BackedByCFO Oy acts as a Customer Register Holder and BackedByCFO Oy can collect and process personal information, such as contact information, payment information, and identification information of the customer and the customer, in connection with the customer's joining and using riskrate services. BackedByCFO Oy handles such personal data in accordance with a valid privacy policy.

BackedByCFO Oy registers from the Customer and each User the information that they themselves provide when registering, making an order, or using the Service. In addition, BackedByCFO Oy collects information on the use of the Service, as well as communication between BackedByCFO Oy and the Customer. Some of the information collected is personal information. Customer and each user allow BackedByCFO Oy to process personal data in accordance with the Terms of Use and Security Data of the riskrate Service. The information sheet is available at www.riskrate.io. The information stored in the Service is processed in accordance with the BackedbyCFO Oy Privacy Policy.

9. Fees and Payment

9.1. Service Fees

In return for Customer's use of the riskrate Subscription Services, the Customer shall pay the Service Fees to BackedByCFO Oy applicable to the Subscription Period as separately agreed between Customer and BackedByCFO Oy on the Order or otherwise.

The Customer may upgrade its version of the riskrate Services at any time during a Subscription Period. BackedByCFO Oy shall promptly charge any applicable Service Fees from Customer resulting from such upgrade. Downgrades of the riskrate Services shall enter into force after the expiry of the Subscription Period during which the downgrade was made.

All prices are exclusive of VAT and any other applicable taxes or fees/payment charges imposed by public authorities or financial institutions from time to time. Such taxes and fees shall be added to the prices and be borne by the Customer.

All payments made in accordance with this Agreement are non-refundable. For clarity, in the event of early termination during a Subscription Period, the Customer shall not be entitled to a refund of any prepaid fees.

9.2. Payment terms

Payment for each Subscription Period shall be made 12 months in advance. Payment shall be made by the Customer against invoice issued by BackedByCFO Oy, or through the use of a credit card by using a payment service provided by a third party service provider.

All fees for Additional Services will be invoiced by BackedByCFO Oy monthly in arrears.

The payment term is 14 days net from the date of invoice.

Notices relating to invoices or payments hereunder shall be given in writing within 14 days from the date of receipt of the relevant invoice.

Interest on overdue payments shall be payable according to the Finnish Interest Act. The Customer shall be responsible for the reasonable costs incurred by BackedByCFO Oy when collecting overdue fees.

Without prejudice to its other rights, BackedByCFO Oy may temporarily disable the Customer's access to the riskrate Services in the event the Customer has overdue payments in excess of 30 days.

9.3. Price adjustments

BackedByCFO Oy shall be entitled to adjust the fees and charges of the riskrate Services at any time by 30 days prior notice. The change shall not affect the fees and charges for Subscription Periods commenced before the effective date of the change.

10. Confidentiality

Either Party shall not 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, (a) which is generally available or otherwise public; or (b) which the Party has received from a third party without any obligation of confidentiality as verified by the written records of such Party; or (c) which a Party has independently developed without using material or information received from the other Party as verified by the written records of such Party; (d) which a Party is obligated to disclose due to applicable mandatory laws, public authority regulations or court orders. In case of disclosure due to (e), the Party must promptly inform the other Party of such disclosure.

The rights and responsibilities under this Section 8 shall survive the expiry or termination of this Agreement for a period of 5 years.

11. Intellectual Property Rights

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

Except as expressly stated herein, this Agreement does not grant the Customer any Intellectual Property Rights in the riskrate Services and all rights not expressly granted hereunder are reserved by BackedByCFO Oy and its subcontractors/licensors.

12. Limitation of liability

To the maximum extent permitted by applicable law, BackedByCFO Oy is not liable to Customer for any lost profits, or for indirect or consequential damages. BackedByCFO Oy'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 riskrate Services multiplied by 3.

These limitations of liability shall not apply in cases of intentional misconduct or gross negligence.

13. Term and Termination

This Agreement shall enter into force as of the signature or acceptance of this Agreement. The Agreement shall remain in force for the acquired Subscription Period, whereupon the Agreement shall automatically renew for an additional equally long Subscription Period at the list price in effect at the time of renewal, unless the Customer as given BackedByCFO Oy a notice of nonrenewal prior to the expiry of the ongoing Subscription Period, upon which the cancellation will take effect the day after the last day of the current Subscription Period. Notwithstanding the foregoing, the Agreement shall not expire or terminate until completion of the Setup Services or the Additional Services ordered by Customer.

BackedByCFO Oy may terminate the Agreement without cause at any moment, with a 14 days' prior notice.

A Party may terminate this Agreement with immediate effect if the other Party substantially breaches the provisions of this Agreement.

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

14. Miscellaneous

14.1. Notices

Any notice or other written communication to be given by the Customer under this Agreement shall be in English and sent by email to to the email address indicated in the Order.

Any notice or other written communication to be given by BackedByCFO Oy under this Agreement shall be in English or Finnish and sent by email to the email address indicated in the Order.

If either Party is to change their respective contact details, the other Party shall be informed thereof in advance.

14.2. Subcontractors

BackedByCFO Oy shall be entitled to use subcontractors, including third party software suppliers, for the provision of the riskrate Services. BackedByCFO Oy shall be liable for the subcontractors' work and services in the same manner as for its own work and services.

14.3. Reference Use

Customer agrees that BackedByCFO Oy may use the Customer's name and logo to identify the Customer as a customer of BackedByCFO Oy as part of a general list of riskrate's customers for use and reference in riskrate's promotional and marketing materials.

14.4. Export Restrictions

The Customer agrees to comply with any export restrictions in force in any jurisdiction that may be applied to the provision of the riskrate Services hereunder.

14.5. Entire Agreement

This Agreement supersedes all prior agreements, arrangements, and understandings between the Parties relating to the subject matter hereof, and constitutes the entire agreement between the Parties relating to the subject matter hereof.

14.6. Severance

If any provision of this Agreement is declared by any judicial or other competent authority to be void, illegal or otherwise unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

14.7. Headings

Headings used in this Agreement are for convenience only and do not alter the meaning or interpretation of any provision herein.

14.8. Assignment

BackedByCFO Oy shall be entitled to assign all or any of its rights or obligations hereunder in whole or part to an affiliate or successor or to a purchaser or acquirer of its business assets relating to the riskrate Services without the Customer's prior consent.

The Customer shall not be entitled to assign any of its rights or obligations hereunder in whole or part without the prior written consent of BackedByCFO Oy.

14.9. Amendments

BackedByCFO Oy is entitled to amend this Agreement by providing the Customer with at least 30 days prior notice. If the Customer does not accept the change made by BackedByCFO Oy to this Agreement, the Customer has the right to terminate the Agreement by notifying BackedByCFO Oy thereof in writing prior to the effective date of such change.

14.10. Force Majeure

Both Parties shall be excused and shall not be responsible for any failure to comply with the terms of the Agreement due to causes beyond their control or the control of their suppliers, including but not limited to war, insurrection, riot or other civil disobedience, quarantine restriction, labour dispute except within either Party's organisation, failure or delay in transportation, accidents, flood, earthquake, fire, storm or other act of God, act of any government or any agency thereof, judicial action or act.

Where a Party's performance is prevented for a period in excess of 3 months due to an event as stated above, either Party shall be entitled to terminate the Agreement in writing without any obligation to pay compensation.

14.11. 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 seat of arbitration shall be Helsinki, Finland.

With respect to any violation by the Customer of any Intellectual Property Rights and/or confidential information of BackedByCFO Oy and/or payment obligations against BackedByCFO Oy under this Agreement, BackedByCFO Oy shall have the right, at its sole discretion, to seek remedies in public courts within any relevant territory.