

# Finago Procountor API Terms of Use

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## 1. General

Accountor Finago Oy (“Finago”) provides an application programming interface (the “API”) for interacting with Procountor financial management software (the “Software”). The API is documented on Procountor Developers website (the “Developer site”) at <https://dev.procountor.com/>. Finago publishes announcements related to the API on the Developer site and by sending emails to the subscribers of Procountor Developers newsletter (the “Newsletter”). The Developer site contains instructions on subscribing to the Newsletter.

The party holding administrative rights to the software where the API is used from is referred to as the integrator (the “Integrator”) in these terms of use. The actual user organisations of the Integrator’s software are referred to as the customers (the “Customers”). Depending on the characteristics of the Integrator’s software, the Integrator may equal the Customer, or Customers may represent different parties than the Integrator. The Integrator may also use software partners or other subcontractors (jointly “Subcontractors”) to perform its obligations hereunder, unless prohibited by Finago for a justified reason. In all cases, the Integrator remains fully liable for its Subcontractors. The Integrator and Finago are hereinafter jointly referred to as the “Parties” and individually as the “Party”.

The agreement concerning the use of API (the “Agreement”) consists of these terms of use, the *General use and customer agreement terms* (the “Terms”, applying especially to Finago’s products and services, available at <https://finago.com/en/general-use-and-customer-agreement-terms/> on <https://finago.com/> (the “Website”), and any other documents or service descriptions referred to in these terms of use or the Terms. By clicking “I have read Finago Procountor API terms of use and accept them” at <https://dev.procountor.com/contact-us/production-access/> or another location on the Developer site or the Website dedicated for requesting access to the API, or if otherwise agreed by the Parties in writing, the Agreement becomes binding upon the Integrator and the Integrator also confirms having read, understood and accepted the Agreement and also that it is entitled to enter into the Agreement. In case of discrepancies between the Agreement documents, these terms of use shall prevail over Terms and other Agreement documents, unless otherwise expressly indicated.

## 2. Pricing and changes to pricing

Finago may charge fees from the Integrator in case the Integrator and/or Customer open access to the API, hold access to the API, access the API and use the API. Said fees may also be charged directly from the Customer if so agreed between Finago and the Customer. Furthermore, said fees may also be charged directly from a Subcontractor or another third party, if so agreed between the Parties and provided that said third party has accepted the same in writing. All transactions made through the API are charged as per price list available on the Website, unless explicitly otherwise stated by Finago. The pricing may depend on the product version of the Software used, geographical location of the Integrator or Customer or any other factors stated by Finago.

Finago may change the pricing of the API or transactions within the limitations of the Terms. Changes to API pricing are announced on the Website and by email in the Newsletter for its subscribers. The Integrator is required to follow necessary information channels for getting information about pricing changes, and if the Integrator has provided the Customers with a price list presenting prices for using the API or the Software through the Integrator's software, to forward the information to Customers. The Integrator or Customer is not eligible for any compensation from Finago even if the Integrator or Customer decides to stop using the API or the Software due to pricing changes.

## 3. Changes to the API

Finago may perform changes to the API at any time. Generally, Finago aims to retain backwards compatibility between API versions and publish information about future versions, changes and discontinuation of old versions well in advance. Finago publishes this information on the Developer site and sends it by email to the subscribers of the Newsletter. The Integrator is required to follow necessary information channels for getting information about changes to the API and is responsible for making necessary changes to the Integrator's software before Finago no longer supports the API version it uses.

If the Integrator fails to make the necessary changes to the Integrator's software before Finago no longer supports the API version it uses, or the Integrator uses an incompatible API version in the Integrator's software, the Integrator's software may not work properly or not at all. Under no circumstances, Finago performs actions to the Integrator's software or pays compensation for ending support for API versions. For the avoidance of doubt, Finago is not obliged to support other than the up-to-date and other valid API versions which have been notified as being supported. The use of non-supported API versions is at the Integrator's sole risk.

## 4. Technical limitations

API loading limits (requests per time unit, etc.) for the Integrator's software are presented on the Developer site. The Integrator must follow these limits unless otherwise stated. Finago may set exceptions to the limits by contacting the Integrator individually or change the limits at any time. The Integrator must limit the load caused by the Integrator's software upon Finago's request.

Finago may limit the API access of the Integrator's software or completely block it without prior notice in any of the following cases:

- a. The actions of the Integrator or the Integrator's software violate this Agreement or other agreements made between the Integrator and Finago.
- b. The actions of the Integrator or the Integrator's software violate the applicable law in a way related to Finago, the API or the Software.
- c. The Integrator ignores Finago's request of limiting the load caused to the API by the Integrator's software.
- d. The Integrator or the Integrator's software causes substantial harm for the normal functioning of the API, the Software or related server and network infrastructure or if Finago justifiably suspects that the Integrator burdens or uses the API or the Software in a manner that jeopardises the delivery of the Software or the API to other users.
- e. Installation, change or maintenance work of general communications network or due to a severe data security risk related to the Software or the API or if required by law or regulation by authorities or due to a force majeure event.

## 5. Data privacy and loss of data

The Integrator is responsible for the privacy of data fetched from the API and stored outside Finago. The Integrator shall introduce a privacy statement covering such data to its Customers. By taking the Integrator's software interacting with the API into use, the Integrator procures that the Customers are aware of and accept the Integrator's privacy statement and that Finago is not responsible for any data stored outside Procountor by the Integrator's software. Further, the Integrator shall at all times comply with any mandatory data protection and security legislation applicable in Finland. The Integrator shall indemnify and hold Finago harmless from and against any claims, actions, loss, demands, liabilities, expenses and damages resulting from or relating to the Customers' data privacy.

Finago liability for loss of the Integrator's and/or Customers' data or other information is in all occasions limited to the return of the latest available backup taken by Finago, if any, and shall not in any event exceed the liability stated in section 11 of the Terms.

## 6. Other notes

Finago reserves the right to check the functionality of the integration between the Integrator's software and the API prior to taking the integration into use on Finago's production server. Finago may deny opening access to the API on production or testing servers due to technical, business economic or other reasons. To ensure the Integrator's software is applicable for use with the API, the Integrator may contact Finago by email at [integrations@procountor.com](mailto:integrations@procountor.com).

The Integrator acknowledges and accepts that API and any related software or information may contain confidential or proprietary information or intellectual property rights of Finago or third parties. The Integrator may use the API and any related software or information solely for the purposes and duration of this Agreement. The Integrator explicitly agrees not to reverse engineer, decompile or otherwise study the API or any related software or information, unless allowed by this Agreement or mandatory law.

## 7. Changes to the Agreement

Finago may change these Terms of Use by announcing the changes on the Developer site and sending an email to the subscribers of the Newsletter one calendar month before the changes take effect. If the Integrator chooses not to accept the new Terms of Use, the Integrator must stop using the API. Continuing using the API after one calendar month from the announcement date indicates that the Integrator has read, understood and accepted the new Terms of Use.