KEiNO System Terms of Service

These terms of service describe the conditions for using the KEiNO system maintained by Audience Engage Oy (hereinafter "KEiNO").

The KEiNO system provides event organizers (hereinafter "Merchant") with the ability to manage events through an easy-to-use, browser-based system and sell tickets and merchandise in the KEiNO app and KEiNO's merchant-specific web store.

Anyone can try KEiNO's services without obligation in the administrator interface and on their own phone simply by registering for the service. In this case, the person becomes the marketplace owner and their registration email address becomes the username.

If the user wishes to activate their Merchant status and marketplace after the trial period, they must accept this agreement.

A. Formation of Agreement

Accepting the terms of service gives KEiNO the right to approve or reject the activation of the merchant's marketplace. The decision on activation will be sent by email.

The information provided by the Merchant during activation must be comprehensive and accurate.

KEiNO activation is done in the name and with the details of the responsible event organizer. The organization name or business ID cannot be changed later. Individual contact information (e.g., email) can be changed for justified reasons by contacting merchant support at support@keino.io.

When KEiNO approves the activation, the Merchant has the right to use all KEiNO functions according to their chosen service level (Basic / Pro / Custom). If activation is not granted, KEiNO has the right to delete the merchant information.

The agreement can only be concluded with an association or company that has a business ID. If you are a private individual and want to sell tickets in KEiNO, please contact sales@keino.io by email.

A bank account number belonging to the organization acting as the responsible Merchant must be entered into KEiNO. The bank account number, business ID, and organization name must belong together.

Through this agreement, KEiNO distributes tickets and purchase receipts to the Merchant's marketplaces on their behalf and account. The Merchant confirms granting access to events for ticket holders and the right to redeem purchases for receipt holders.

B. Access to the KEiNO System

The marketplace owner, i.e., the Merchant, must choose a username and password that meet KEiNO's security requirements and prevent them from falling into the hands of third parties. The email address serves as the username.

The Merchant can grant access rights to members for managing their marketplace. The Merchant is responsible for ensuring that members added to the marketplace are aware that the terms of this agreement apply to all marketplace members and that the marketplace owner is responsible for their actions in the service.

The Merchant must immediately notify KEiNO of any suspected or confirmed misuse of usernames or passwords. In these cases, KEiNO has the right to block service use until the situation is resolved and misuse is prevented. The Merchant is responsible for all KEiNO misuse within their area of responsibility.

The Merchant must immediately remove from the marketplace membership any member who should no longer have access to the system (e.g., if the member changes workplace).

C. Merchant Obligations

The Merchant is responsible for all information they enter into KEiNO.

The Merchant must ensure that the information they enter into the system does not result in third-party claims or lawsuits against KEiNO (including any legal costs incurred by KEiNO).

The Merchant guarantees that they have the right to use the material appearing on their marketplace (images and texts), and that they fully protect KEiNO from third-party claims and lawsuits against KEiNO arising from the use of the material and their effects, including the legal defense costs incurred by said parties. KEiNO has the right to remove merchant content from use if a third party credibly demonstrates that such use violates their rights or there are other justified reasons for removal.

The Merchant is particularly responsible for ensuring that material entered into KEiNO is lawful and in good taste and that they fully protect KEiNO from third-party claims and lawsuits against KEiNO arising from the use of the material and their effects, including the legal defense costs incurred by said parties. KEiNO has the right to remove merchant content or the entire service from use without notice if it deems the content inappropriate or contrary to law or good practice.

D. System Features and Availability

The Merchant has the right to sell tickets and merchandise only for events they organize themselves. They do not have the right to sell tickets to events organized by third parties. An exception to this rule

is the Pro service, which may include third-party offerings using the “unique private codes” feature.

KEiNO grants the Merchant the right to use the KEiNO system for the duration of this agreement. KEiNO reserves the right to update the system with new versions, improve its usability, and modify its content.

KEiNO’s average annual availability is 99%; maintenance and installation work is not included in the availability percentage. Communication problems caused by third-party disruptions are disregarded when calculating actual availability.

Compiling, reverse engineering, and modifying the system’s program code is prohibited.

E. Ticket Delivery and Payment Methods

KEiNO delivers tickets only to buyers’ applications. If the buyer makes their purchase in the KEiNO app, KEiNO delivers the purchase receipt directly to the buyer’s app. If the buyer makes their purchase in the KEiNO web store, the buyer must add their phone number during the purchase so that the receipt can be found on the buyer’s phone. The buyer retrieves receipts for purchases made online in their KEiNO app using the “Retrieve My Purchases” button.

KEiNO offers several different payment methods. Current payment methods can be found on the keino.io website.

KEiNO strives to make purchasing as convenient as possible for consumers. The buyer does not need to register for the service in any way. As a result, receipts for purchases made in the app are tied to and available only in the KEiNO app downloaded on the phone used for the purchase. If the buyer deletes the KEiNO app or the app is not available due to phone damage, for example, the purchase receipts and the rights to entry or product/service redemption are also lost.

KEiNO is not responsible for replacing lost purchase receipts. In case of loss, the decision on possible refunds is left to the merchant’s discretion. The Merchant can refund the purchase charge using the refund button for each purchase transaction in the real-time sales report visible on the administrator’s sales page.

Purchases made in the web store are identified by the buyer’s phone number. The only identifying information for purchases made in the app is the time of purchase, content, and total charge.

F. Access Control and Purchase Redemption at the Merchant’s Event or Sales Location

Upon arriving at the event or redeeming their purchase or service, the buyer shows the relevant purchase receipt or ticket from their app’s “My Tickets” menu and marks their receipt as used with the slider visible on the ticket in the presence of the entry controller or product/service provider.

KEiNO is not responsible for the costs or proper implementation of the redemption process. The Merchant is responsible for marking purchase receipts as used and any resulting disputes.

G. Event or Service Cancellation or Sold Out

If the availability of the offered product or service is canceled, sales must be terminated immediately.

The event or service status is changed in the KEiNO system from “Published” to “Cancelled”.

In these situations, the Merchant is recommended to also use KEiNO’s “messages” feature and immediately send a cancellation message to all users of their marketplace.

After this, no new tickets will be sold for that event.

The availability of tickets, services, or products is managed in real-time with product-specific inventory management. When the “available quantity” defined by the merchant is sold, the system automatically produces a “sold out” notice and sales automatically cease.

H. Refunds

When an event or service is marked as canceled in the system, the merchant can begin refunding payments to buyers.

The Merchant is responsible for consumer protection law obligations and refunding payments to buyers. KEiNO is not responsible for payments for unfulfilled events or services and their refund to consumers. The Merchant guarantees that they fully protect KEiNO from claims and lawsuits against KEiNO related to refunding completed payments and their effects, including the legal defense costs incurred by said parties.

Refunds are made by the seller on the Sales page. Refunded money is deducted in full from KEiNO’s next settlement to the merchant.

Note, however, that upon refund, the merchant remains obligated to pay the payment processor Stripe’s per-transaction fee of 25 cents per transaction. This is deducted from the merchant’s next monthly settlement. If the customer has no sales during the next calendar month to cover this obligation, KEiNO is entitled to separately invoice the transaction fees for refunded purchases, with a minimum invoice of €10.

When a payment is refunded, the purchase receipt is voided from the system and can no longer be used. The purchase price is credited only to the person who made the payment.

I. Settlement and Sales Tracking

KEiNO settles the sales made at the merchant's marketplace to the bank account provided by the merchant when concluding the agreement on a calendar month basis, on the 5th-8th day of the month following the sales month.

If KEiNO has justified reason based on feedback received to assume that the merchant's event, service, or product is unlawful or contrary to good practice or that the merchant has no intention to implement or deliver what they have sold, KEiNO may refrain from settlement until further notice. When such a situation arises, KEiNO must immediately notify the merchant via email to their username email address and suspend the marketplace's sales.

KEiNO has the right to deduct from the calendar month's sales revenue the payments due to it according to the current price list and settle the remaining portion to the merchant. KEiNO also has the right to deduct any other receivables from the remaining portion.

The Merchant can track their sales in real-time and create accounting-compliant settlement statements in the Sales window. Additionally, KEiNO automatically sends an accounting-compliant itemized sales and settlement report by email with the monthly settlement.

Note that the settlement report also includes a detailed VAT calculation by tax class. The merchant is the seller at the marketplace. KEiNO acts only as a payment intermediary in payment transactions. The VAT included in payment transactions is transferred unchanged to the merchant with the settlement, and the merchant is responsible for reporting and paying it to the tax authorities.

J. Use of Data

Customers making purchases are the Merchant's customers, and due to usage anonymity, no personal register is created from them. However, for purchases made in the web store, it is necessary to save the buyer's phone number so that the purchase can be delivered to the buyer's app.

These phone numbers form a register that KEiNO processes in its personal data register based on the customer relationship and relevant connections according to the privacy statements available in the sales channels.

KEiNO is the data controller of the aforementioned register, and for phone numbers collected in the web store, the Merchant also acts as a data controller according to the web store's privacy statement.

The Merchant is responsible for processing personal data as an independent data controller to the extent that it is based on information stored in their marketplace in the KEiNO system.

When processing personal data, the parties commit to complying with applicable personal data protection legislation, including applicable data protection legislation and, from May 25, 2018, the EU General

Data Protection Regulation. KEiNO and the Merchant are independently responsible for complying with data protection legislation obligations.

K. Liabilities

KEiNO is not liable for any disruptions or damages caused by circumstances beyond its control and reasonable foresight, such as power outages, line breaks, strikes, etc. This exemption from liability does not apply in cases where KEiNO acts intentionally or with gross negligence.

No contractual relationship is formed between KEiNO and purchasers regarding the actual organization of events and delivery of services or products. The Merchant must protect KEiNO from all claims and lawsuits by buyers or other third parties related to the Merchant's marketplace offerings.

Each party is independently responsible for administrative sanctions or damages imposed on it by a supervisory authority or competent court, which according to the decision of said supervisory authority or court are a consequence of that party not complying with the requirements or obligations set for it in data protection legislation.

All claims and lawsuits presented by the Merchant against KEiNO expire one year after the Merchant receives information about them, unless the case involves a breach of obligation due to intentionality or gross negligence or personal injury.

L. Application, Validity, and Termination

KEiNO may terminate this agreement in writing with four weeks' notice to end at the end of the next full calendar month.

The service's first monthly fee is charged to the Merchant's credit card upon signing the agreement, and thereafter the charge is formed monthly on the same due date.

The Merchant may terminate the service without notice at any time before the start of a new subscription period by marking the agreement as ending in the administrator interface. The interface indicates when a new billing period has begun.

When the Merchant has terminated the service, the service is removed from use at the end of the termination day at 24:00.

The Merchant's username, password, and marketplace remain reactivatable for one calendar year from the moment of subscription termination.

KEiNO has the right to terminate the agreement without notice for justified reason if the justified reason is a significant breach of contractual obligations by the Merchant.

If the agreement is terminated without notice, KEiNO has the right to cease the Merchant's services immediately.

The Merchant, in turn, has the right to terminate the agreement without notice for justified reason if KEiNO significantly breaches the agreement and does not correct the breach and its consequences within a reasonable time after receiving written warning from the Merchant.

M. Changes to Terms of Service, Contract Transfer, and Severability

KEiNO has the right to change these terms of service in a way that affects the entire contractual relationship, provided it notifies about this appropriately in advance. Changes are considered accepted unless the Merchant specifically objects to them in writing within one month of receiving the notification.

KEiNO has the right to transfer the agreement with all rights and obligations to another company. Said other company must be able to fulfill the contractual obligations properly throughout the contract period. Through this agreement, the Merchant consents to the transfer described above.

This document constitutes the entire content of the agreement. No oral side agreements have been made. To be valid, all changes and additions to the agreement must be made in writing. The same principle applies to changing the clause concerning this requirement.

If any of the terms of the agreement is found to be wholly or partially invalid, this does not affect the validity of other parts of the agreement. In these cases, the invalid term is replaced with an arrangement that best corresponds to its commercial objective. If this is not possible, applicable law is applied.

This agreement is governed by Finnish law.

All final resolutions of disputes arising from this agreement are made in arbitration proceedings according to the rules of the Finland Chamber of Commerce arbitration board. Disputes are resolved by one (1) arbitrator.

Contractual disputes may be resolved in a general court if the parties accept this in writing.

N. Fees Charged to Service Users

KEiNO does not charge service fees from those making purchases in the service.

KEiNO charges the merchant a commission for payment traffic intermediation. The amount of the commission is stated on the KEiNO.io website. KEiNO has the right to change the amount of the commission by notifying the Merchant in writing at least one month before the new pricing takes effect. Changes are considered accepted unless the Merchant specifically objects to them in writing within one month of receiving the notification.

O. Force Majeure

Neither contracting party is responsible for delays and damages resulting from an obstacle beyond their sphere of influence that they cannot reasonably be expected to have taken into account at the time of concluding the agreement and whose consequences they also could not reasonably have avoided or overcome. Strikes, lockouts, boycotts, and other industrial actions are considered force majeure even when the contracting party is itself the target or participant.

Force majeure affecting a contracting party's subcontractor is also considered grounds for exemption if the subcontracting cannot be obtained elsewhere without unreasonable costs or significant loss of time.

The contracting party must promptly notify the other contracting party in writing of force majeure, as well as its cessation.

P. Delivery Delay, Breach of Contract, and Contract Termination

If a contracting party observes that a delay will occur or that a delay is likely, it must promptly notify the other contracting party in writing of the delay and its effects on the delivery schedule.

If it has become clear that the fulfillment of the agreement will be delayed due to force majeure for more than four (4) months, a contracting party has the right to terminate this agreement to the extent reasonable by notifying the other contracting party in writing without either contracting party having the right to claim damages. When assessing reasonableness, the consequences of termination and other relevant factors are taken into account.

KEiNO has the right to temporarily suspend the Merchant's right to use the KEiNO system when the charge for the order made by the Merchant cannot be charged within 14 days of the due date.

KEiNO has the right to terminate the entire agreement if the Merchant does not pay the due payment within thirty (30) days of a written reminder about payment due sent by email.

Q. Damages and Liability Limitations

A contracting party's compensation obligation under this agreement to the other contracting party for any direct costs and damages caused by breach of contract, including any delay and other penalties, is a maximum total of the annual fee for the ordered service.

A contracting party is not responsible for any indirect or consequential damage caused to the other contracting party.

The Partner is responsible for making backups of their own data and files and checking their functionality. A contracting party is not responsible for the destruction, loss, or alteration of the other contracting party's data or files and resulting damages and costs, nor for the costs of recreating said files.

R. Applicable Law and Dispute Resolution

This agreement is governed by Finnish law.

Disputes arising from the agreement are finally resolved in arbitration proceedings according to the rules of the Finland Chamber of Commerce arbitration board. The dispute is resolved by one (1) arbitrator.

If the contracting parties agree in writing, disputes arising from the agreement are resolved in a general court.

S. Contract Transfer

A contracting party has no right to transfer this agreement even partially without the written consent of the other contracting party.

KEiNO has the right to transfer this agreement to a third party as part of a business or business unit transaction or other similar arrangement. KEiNO also has the right to transfer its receivables based on this agreement to a third party.

T. Contract Amendment

All changes or additions to the agreement must be agreed in writing to be valid.

Audience Engage Oy
KEiNO - Event Ticketing and Product Sales System
https://keino.io