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PROCOUNTOR API TERMS OF USE

Last updated 15.3.2024

1. GENERAL

Accountor Finago AB ("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.

Procountor API clients are used for integrating a software or solution with Procountor. The party in control of an API client is referred to as the client owner (the "Client Owner") in these terms of use. The Client Owner is responsible for implementing and maintaining the integration to the integrated software. The Client Owner 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 Client Owner remains fully liable for its Subcontractors. The party holding administrative rights to the third party software or solution where the API is used is referred to as the software provider (the "Software Provider") in these terms of use. The party implementing the API is referred to as the integration provider (the "Integration Provider") in these terms of use. The actual user organisation of the software connected to the API is referred to as the customer (the "Customer"). The Software Provider, the Integration Provider or the Customer may equal the Client Owner. The Client Owner 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 terms of customer agreement (the "Terms", applying especially to Finago's products and services, available at https://procountor.se/allmanna-anvandningsvillkor-och-kundavtalsvillkor/ (the "Website")), the information filled in the Request Production Access form (https://dev.procountor.com/contact/request-production-access/) 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/request-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 Client Owner. The Client Owner 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 for opening access to the API, holding access to the API, accessing the API or using the API. Said fees may be charged directly from the Customer, the Integration Provider, the Software Provider or another third party, if so agreed between the Parties and provided that said third

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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 Integration Provider or the Software Provider or Customer or any other factors stated by Finago. Finago reserves the right to charge for API usage based on the amount or the nature of the API transactions.

Finago may change the pricing of the API or transactions in accordance with the Agreement. Changes to API pricing are announced on the Website and by email in the Newsletter for its subscribers. Nor the Integration Provider, the Software Provider or the Customer is eligible for any compensation from Finago even if the Integration Provider, the Software Provider 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 Client Owner is required to follow necessary information channels for getting information about changes to the API and is responsible for making necessary changes to the integration before Finago no longer supports the API version it uses.

If the Client Owner fails to make the necessary changes to the integration before Finago no longer supports the API version it uses, or the Client Owner uses an incompatible API version, the integrated software may not work properly or not at all. Under no circumstances will Finago perform actions to the integrated software or pay 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 Client Owner's sole risk.

4. TECHNICAL LIMITATIONS

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

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

 a. The actions of the Client Owner or the integrated software violate this Agreement or other agreements made between the Client Owner and Finago.
 b. The actions of the Client Owner violate the applicable law in a way related to Finago, the API or the Software.
 c. The Client Owner ignores Finago's request of limiting the load caused to the API by the integrated software.
 d. The Client Owner 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 Client Owner 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. The API is used for products or services that are competing with Finago's current or future products and / or services.
 f. Multiplexing, referring to the use of hardware or software that the Customer or Client Owner uses to pool connections, reroute information or otherwise reduce the number of chargeable features, transactions or other fees related to the usage of the Software.

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g. The purpose of the integration or the software or the solution that is integrated changes significantly.
h. 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 Client Owner is responsible for the privacy of data fetched from the API and stored outside Finago. The Client Owner shall introduce a privacy statement covering such data to its Customers. By taking the integration into use, the Client Owner procures that the Customers are aware of and accept Client Owner's privacy statement and that Finago is not responsible for any data stored outside Procountor. Further, the Client Owner shall at all times comply with any mandatory data protection and security legislation applicable in Sweden. The Client Owner 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's liability for loss of the Client Owner'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 (Limitation of liability) of the Terms.

6. OTHER TERMS

Finago reserves the right to check the functionality of the integration before the integration is taken 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 Software Provider's software is applicable for use with the API, Finago representatives may be contacted by email at integrations@procountor.com.

The Client Owner 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 Client Owner may use the API and any related software or information solely for the purposes and duration of this Agreement. The Client Owner 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 Client Owner chooses not to accept the new terms of use, the Client Owner must stop using the API. Continuing using the API after one calendar month from the announcement date indicates that the Client Owner has read, understood and accepted the new terms of use.