Findity
Terms of Use

1. GENERAL

1.1. We, Findity AB, corporate registration number 556838-8200, provides the Service which is available through web and mobile applications.

1.2. By ordering the Service and accepting the Subscription Agreement, you agree to comply with these Terms of Use regarding the Service, and you ensure that the User shall comply with these terms and conditions. The User agrees to comply with these Terms of Use in connection with downloading the Service to their device. These Terms of Use apply in addition to the Subscription Agreement, and it is your responsibility to ensure that the User receives the information they need to comply with the Subscription Agreement.

1.3. We have the right to make amendments or additions to the Terms of Use in accordance with the terms stated in the Subscription Agreement. Unless otherwise stated, the amendments shall apply with immediate effect. By continuing to use the Service after amendments have been implemented, you agree to comply with the amended Terms of Use.

2. DEFINITIONS

2.1. The definitions set out in the Subscription Agreement and used in these Terms of Use, shall have the same meaning as set out in the Subscription Agreement unless otherwise expressly stated herein. In addition, the following definitions shall apply:

2.2. "User Data" means all information that the User stores or generates in the Service, such as (but not limited to) receipts, images, subsistence allowances, mileage allowances that the User has published, provided, uploaded, or approved for storage and/or publication on the User's space in the Service.

2.3. "User account" means the User's account linked to your Subscription Agreement.

2.4. "Our Privacy Policy" refers to our policy regarding the processing of Personal Data at any given time.

2.5. "Applicable Data Protection Legislation" means the data protection laws and regulations in force from time to time and which apply to the processing activities for the Service, including the General Data Protection Regulation, the UK GDPR and the UK Data Protection Act 2018.

2.6. "Registration Information" means the information relating to names and other information requested by us upon registration or at a later stage.

2.7. "Personal data" means any information relating to an identified or identifiable natural person, whereby an identifiable natural person is a person who can be identified directly or indirectly by reference to an identifier such as a name, identification number, location data or online identifiers or one or more factors specific to the physical, physiological, genetic of the natural person, psychological, economic, cultural or social identity.

3. USER ACCOUNT

3.1. The User will access the Service via an invitation to the Service by email. Through the invitation, the User creates a User Account for use of the Service. You and the User undertake to provide accurate information regarding names and other information requested upon registration or at a later date.

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4. USE OF THE SERVICE

4.1. You and the User are responsible for the Users' use of the Service and for the results arising from the use of the Service.

4.2. You and the User are responsible for the accuracy of the information and data provided by you and/or the User in connection with registration and during the use of the Service. If the information needs to be updated to be accurate, you and/or the User shall notify us of the updates that need to be made.

4.3. You and the User are responsible for ensuring that usernames, passwords, and other login details are not provided or disclosed to unauthorised persons. If the User is aware that such information has been provided to unauthorised persons or suspects that this has happened, the User shall immediately contact us via the contact details published in the Service.

4.4. If the User considers that any content in the Service breaches the Terms of Use, the User shall immediately report it to us via the contact details published in the Service.

4.5. When the User accepts the Terms of Use and creates a User Account with an email address belonging to you, such User Account may be (at any time) subject to additional terms and conditions arising from the applicable version of the Subscription Agreement at any time. The User acknowledges and accepts that in this case you may take measures that may change the type of Services provided to the User or impose access restrictions on the User's access to the Service. Such measures may include, for example, administrative measures by you, instructions issued by you to us and actions that may occur in the event of a reorganisation, termination of an employment, or consulting relationship, or similar relationship with the User.

4.6. If the Users' use of the Service would result in claims against us from third parties or cause us other harm, you shall hold us harmless and indemnify us in relation to any and all claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and legal fees) arising out of or in connection with such claims or other harm.

5. PERSONAL DATA

5.1. We are the processor of personal data provided within the framework of the Service and you are the controller for such personal data. Our and your rights and obligations in the processing of personal data related to our delivery of the Service to you are governed in Appendix 1 to the Subscription Agreement (Personal Data Processing Agreement).

5.2. In order for the User to use the Services, the User must provide us with certain Registration Information, including (but not limited to) full name, email address and other contact details. If the User registers a User Account by following an invitation from another User or you, such Registration Information may also have been provided to us by the inviting User or you. Upon receipt of such data, we will process these data using automated data processing to enable us to administer and otherwise perform our obligations within the framework of the Service and for Companyexpense to ensure that unauthorised persons do not have access to the Service.

5.3. When processing Personal Data, we comply with Applicable Data Protection Legislation. Our Privacy Policy can be found under findity.com/legal, which provides information on how we process personal data.

5.4. We are the controller for personal data provided by the Administrator, and information about our personal data processing can be found in the link above.

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6. COOKIES

6.1. We use cookies in connection with login to the Service. Our processing of cookies is set out in our cookie policy available on our website.

7. LINKS TO OTHER WEBSITES

7.1. The Service may contain links to other websites or information services belonging to third parties. We are not responsible for the information, or for the reliability of the information, that appears in these websites or information services.

8. RIGHTS

8.1. We and/or our licensors own all rights, including intellectual property rights, to the Service and contained software.

8.2. We grant the User a non-negotiable, non-transferable and non-exclusive right to use the Service in UK during the Contract Period for the Customer's internal business operations only, and in the manner set out in the Subscription Agreement, the Terms of Use, and our instructions.

8.3. The User may not use the content of the Service to a greater extent than as expressly stated in the Subscription Agreement, the Terms of Use, or our instructions. The provision or use of the Service does not in any case mean that copyright or other intellectual property rights are transferred to the User. The User may not, in addition to what has been permitted in writing by us, use, copy, modify or otherwise handle material belonging to the Service, nor transfer or grant the right to such material to someone else.

8.4. The Users' Data shall remain the property of the User and/or its legal owner.

8.5. We will securely store the data and images generated/added to the Service. We store data in the Service for the time we have an agreement with you.

9. USER'S DATA

9.1. The User or you hold all rights to the User's Data. However, we have the right to use the User's Data for statistical purposes as well as to improve and develop the Service.

9.2. Upon termination of the Agreement, you/the User are responsible for ensuring that any of the Users Data that the User may need for future use is withdrawn from the Service. We store the User's Data for a maximum of thirty (30) days after the termination of the Agreement, after which we have the right to delete the customer's remaining material from our servers.

9.3. If the agreement has ended due to non-payment, the User's Data is stored for a maximum of twenty (20) days, after which we have the right to delete the customer's remaining material from our servers.

9.4. Our liability for the User's Data is limited to what is stated in this clause 9.

10. TIME FOR USE OF THE SERVICE

10.1. The Terms of Use becomes effective through the Customer's order of the Service, and the User's acceptance of the Terms of Use in connection with registration of the Service and shall remain binding until your Subscription Agreement and all User Accounts are terminated.

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10.2. Upon termination of the Subscription Agreement or these Terms of Use, we shall not be responsible for the content created within the framework of the current Subscription Agreement. Thereby, the User must ensure that it has necessary backup copies etc. of the content that the User wishes to keep at the termination of the Service.

11. USER SUSPENSION

11.1. We reserve the right to take actions regarding the Users' use of the Service in accordance with the terms stated in the Subscription Agreement.

11.2. The User is not entitled to compensation in the event that we temporarily or permanently suspend a User or delete and/or delete data in the Service.

11.3. Data necessary for you to comply with the requirements of applicable tax and accounting laws are not covered by our right to delete the User's Data in accordance with clause 11.1.

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