

# **Terms and Conditions**

Last updated: July 25, 2018

Lean Entries Ltd ("us", "we", or "our") is incorporated and registered in Finland (N:o FI27918815) and operates the <a href="http://www.leanentries.com">http://www.leanentries.com</a> website (the "Service").

We are passionate about our Services, and at all times we do our best to provide you with solutions and information to help you save time and effort with compliance to global requirements. In return, we expect to receive your prompt and honest feedback to continuously improve our Services.

By using or accessing the Service website and/or any subpages within the Service you agree to be bound by these Terms and Conditions ("Terms", "Terms and Conditions"), which govern your relationship with Lean Entries Ltd. If you disagree with any part of the Terms then you shall not access or make use of the Service.

#### Terms in brief:

- (i) the Service and all information provided and available to you are provided to you "as is" and "as available";
- (ii) despite our expertise and dedication, we do not guarantee the accuracy of any information, results, or conclusions regarding the Service nor do we give any warranties and representations;
- (iii) we are not liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of Services;
- (iv) we may cancel the agreement any time at any reason;
- (v) the Terms are governed by the laws of Finland excluding the choice of law provisions.

Before using the Services, you must read carefully the entire agreement.

### **Purchases**

If you wish to purchase any service made available through the Service ("Purchase"), you



may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your company address.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

By submitting such information, you grant us the right to provide the information to third parties for purposes of facilitating the completion of Purchases. We reserve the right to access your account and the information that you have provided for support, maintenance and servicing purposes or for any security-related, technical or billing reasons.

We reserve the right to refuse or cancel your order at any time for reasons including but not limited to: service availability, errors in the description or price of the product or service or error in your order.

We reserve the right to refuse or cancel your order if fraud or an unauthorised or illegal transaction is suspected.

### Availability, Errors and Inaccuracies

We are constantly updating our offerings of services on the Service. The services available on our Service may be mispriced, described inaccurately, or unavailable, and we may experience delays in updating information on the Service and in our advertising on other web sites.

We cannot and do not guarantee the accuracy or completeness of any information, including prices, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

## Subscriptions

Some parts of the Service are billed on a subscription basis ("Subscription(s)"). You will be billed in advance on a recurring and periodic basis ("Billing Cycle"). Billing cycles are set either on a monthly or annual basis, depending on the type of subscription plan you select when purchasing a Subscription.



At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or Lean Entries Ltd cancels it. You may cancel your Subscription renewal by contacting Lean Entries Ltd customer support team at <a href="mailto:info@leanentries.com">info@leanentries.com</a> or by phone at +358207739510.

A valid payment method, including credit card or Stripe, is required to process the payment for your Subscription. You shall provide Lean Entries Ltd or our payment service provider with accurate and complete billing information including full name, address, state (if applicable in your country), zip code, country, telephone number, and a valid payment method information. By submitting such payment information, you automatically authorize Lean Entries Ltd to charge all Subscription fees incurred through your account to any such payment instruments.

Should automatic billing fail to occur for any reason, or if separately agreed between you and Lean Entries Ltd., we will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

### Free Trial

Lean Entries Ltd may, at its sole discretion, offer a Subscription with a free trial for a limited period of time and/or for a limited part of the Service ("Free Trial").

You may be required to enter your billing information in order to sign up for the Free Trial. When you enter your billing information when signing up for the Free Trial, you will not be charged by Lean Entries Ltd until the Free Trial has expired or until you enter the payable part of the Service. On the last day of the Free Trial period, unless you canceled your Subscription, or on entering the payable part of the Service, you will be automatically charged the applicable Subscription fees for the type of Subscription you have selected. In such cases you will be prompted on reaching the end of the Free Trial prior to the payment being charged.

At any time and without notice, Lean Entries Ltd reserves the right to (i) modify the terms and conditions of the Free Trial offer, or (ii) cancel such Free Trial offer.



# Fee Changes

Lean Entries Ltd, in its sole discretion and at any time, may modify the Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.

Lean Entries Ltd will provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

### Refunds

Lean Entries Ltd does not grant any refunds.

#### Accounts

We use third party service providers Auth0 and Stripe to enable the sign-up for opening an account with us and to enable the use of our Service.

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

For the avoidance of doubt, Lean Entries will keep your data confidential and maintain your confidential Information in the strictest of confidence. In this respect, we will not disclose or permit disclosure of your data to any unauthorized person, and will only make such limited use as strictly necessary for us to perform the Services. For the avoidance of doubt, all such rights to Lean Entries to use your data shall be granted solely for the duration of this



agreement and in accordance with our Privacy Policy.

### Intellectual Property

The Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of Lean Entries Ltd and its licensors. The Service is protected by copyright, trademark, and other laws of both Finland and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Lean Entries Ltd.

#### Links To Other Websites

Our Service contains links to third-party websites or services that are not owned or controlled by Lean Entries Ltd.

Lean Entries Ltd has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that Lean Entries Ltd shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such websites or services.

We strongly advise you to read the terms of service and privacy policies of any third-party web sites or services that you visit.

#### **Termination**

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

If you wish to terminate your account, you may do so by contacting Lean Entries Ltd customer support team at <a href="mailto:info@leanentries.com">info@leanentries.com</a> or by phone at +358207739510.

Upon termination, your right to use the Service will immediately cease. On termination, Lean Entries Ltd is not liable to return any billed subscription fees.



### Limitation Of Liability

In addition to any other Terms limiting our liability, in no event shall Lean Entries Ltd, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from

- (i) your access to or use of or inability to access or use the Service;
- (ii) any content obtained directly or indirectly from the Service;
- (iii) any conduct or content or information of any third party on the Service; and unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

### Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Lean Entries Ltd, its subsidiaries, affiliates, and its licensors do not warrant that

- a) the Service will function uninterrupted, secure or available at any particular time or location;
- b) any errors or defects will be corrected;
- c) the Service is free of viruses or other harmful components; or
- d) the results of using the Service will meet your requirements.

We do not guarantee nor we do not give any warranties or representations about any results, conclusions and hypothesis you may receive through using the Service.

# Governing Law

These Terms shall be governed and construed in accordance with the laws of Finland, without regard to their conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a



court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

### Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

### Contact Us

If you have any questions about these Terms, please contact us at <a href="mailto:info@leanentries.com">info@leanentries.com</a> or by phone at +358207739510.