

VISMA DEVELOPER TERMS

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1. Introduction

- 1.1. Welcome as a Visma Developer! The purpose of these terms is to enable your software application (“Integrated Application”) to interface with Visma’s software applications (“Visma’s Applications”) as set forth in these terms (“Terms”) in a manner that drives a vibrant ecosystem around our applications whilst protecting the interests, rights and obligations of Visma and our customers.

These Terms govern your access to and use of Developer Accounts, Development Environments (a closed sandbox type environment or functionally equivalent solution such as a test or trial account, dummy endpoints or similar, with no access to or use of production data or used for production purposes), APIs, SDKs, tokens, logins and similar related materials and resources, such as Documentation, web pages and portals (collectively, the “Developer Programme”).

In order to access and use the Developer Programme, you must first register for a Developer Account, and accept these Terms. You accept these Terms by clicking “I accept” or similar on a registration page.

You warrant to us that you have the authority to bind yourself or your company to these Terms, which constitute a contract between you and us. You are referred to as “you”, “your” or the “Developer”.

If you do not agree to these Terms, or do not have this authority, you may not create a Developer Account or use any part of the Developer Programme.

Please note that registering for a Developer Account only gives you access to a non-production Development Environment, so that you can explore the possibilities available in the Visma Developer Programme, and build and test your integration. In order to go into production with live data and customers, you will have to obtain authorisation from the end user customer for any access to their data, and Visma may impose additional terms- please see [2.2.9](#), and [2.3 Additional terms for Insurance and Insurance and Financials Services](#).

If you are unsure about whether your intended use of the Developer Programme is compliant with these Terms or not, please contact us early in the integration process.

- 1.2. Many different Visma Applications are part of the Developer Programme. The level and nature of support, documentation and community, the various requirements, restrictions and rules (e.g. API call restrictions, identity and access management), tools, methods and procedures and similar (“Documentation”) will vary between these. Please consult the Documentation for the particular Visma Application you are interested in for more details.
- 1.3. The Developer Programme is owned, provided and maintained by Visma (“Visma”, “we”, “us”, “our”). The Developer Programme is an evolving and dynamic set of functionality and resources, and will change over time as we develop the programme and our API’s. We may also change these Terms from time to time as we, in our sole discretion, deem necessary or appropriate, and will notify you of changes or modifications to these Terms or the Developer Programme as described in Chapter 5. The latest version of these Terms is always the applicable version. The version is indicated on the first page.

- 1.4. The Developer Programme’s official website is: developer.visma.com.

2. Visma Developer

2.1. Developer Account

- 2.1.1. To set up a Developer Account, you must follow the registration process available from:

developer.visma.com

If your registration is accepted by Visma, you will be granted access to and a right of use for one or more specified Development Environments. (Development Environments are particular to a named Visma Application, and you may have to register separately for each application you wish to work with.)

- 2.1.2. Development Environments are non- production environments. You may use the Development Environments only to explore the possibilities offered by the Developer Programme, and to build and test your Integrated Application.

- 2.1.3. Developer Accounts are for named, individual users only, and may not be shared. Where the developer is representing a legal entity, the user’s official business email for that entity must be used for registration. Registration must be performed manually, and not by scripts.

2.2. Production

- 2.2.1. You are responsible for any permissions, authorisations, licenses or consents required from customers, users or other third parties if and as required for your provision of the Integrated Application, in particular for any use of Data¹, and that this authorisation is given by the customer in an informed and transparent manner.

Any messages presented to the customer shall state clearly which Visma Application the customer is authorising the integration for, such as “Click here to connect with Visma (name of application)”.

- 2.2.2. Requirements, tools and features for how to set up and manage an integration, including identity and access management, may differ from Visma Application to Visma Application, and are stipulated in the Documentation for the application. (This can be for instance requirements for information your application must provide to our authorisation endpoint in order to authorise the integration, such as “client_id”.)

¹ “Data” means the data processed by or through the integration between your Integrated Application and the Visma Application, such as databases, tables, invoices and other documents, **including any personal data** as defined in applicable laws and regulations. Data may be proprietary and/ or Confidential Information. “Processed” means any operation or set of operations performed on the Data, whether or not by automated means, such as collection, organisation, structuring, storage, adaptation, alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, combination, erasure or destruction.

- 2.2.3. If you receive any keys, tokens or similar directly from us, we reserve the right to use two-factor authentication for identification- and access purposes. Only the account you provided in 2.1.3. will be used.
- 2.2.4. Your Integrated Application and any use of Data shall:
- a) Process Data only for authorised and legitimate purposes. Where an end user customer (or end user) is the owner of the Data, or the data controller for any personal data, the end user customer shall authorise the use of Data by the Integrated Application.
 - b) Provide a level of security that is appropriate to the risk represented by the integration, including in particular any processing of Data.
 - c) Be of a high professional standard with regards to the technical solution, compliance with applicable laws and regulations and subject matter (for example accounting, payroll and privacy regulations).
 - d) Provide added value and business opportunity for the end user customer, and otherwise be in compliance with these Terms.
- 2.2.5. You will abide by the [Acceptable Use Policy](#), and the at all times applicable rules and restrictions for the particular API's or other components of the Developer Programme you use, such as limitations on the number of API calls that can be made within a certain time period. Such rules and restrictions are available from the Documentation or as an Addendum to these Terms.
- 2.2.6. You will provide Visma with appropriate information as reasonably required to demonstrate compliance with these Terms, if requested by Visma, including access to your Integrated Application in an appropriate manner or environment, such as a test account.
- 2.2.7. You will use commercially reasonable efforts to abide by directives from Visma, as may be issued from time to time, to to fix, improve, suspend, stop or otherwise change your use of Visma's API's to comply with these Terms, applicable Documentation or in order to otherwise ensure the secure and efficient operation of the API's and connected applications ("Directives").
- 2.2.8. We reserve the right to, in our sole discretion, suspend your access to and use of the Developer Programme or any part thereof, if we suspect on reasonable grounds that your use of the Developer Programme and/or your Integrated Application is in non-compliance with these Terms, Documentation or otherwise jeopardise the security, performance or stability of Visma's Applications.

We reserve the right to suspend your access to and use of the Developer Programme or any part thereof if Directives are not followed within a reasonable amount of time.

We further reserve the right to inform any affected customers of the reason for such suspension and/ or effect of any failure on your part to comply with a Directive within a reasonable amount of time.

- 2.2.9. Based on your use of the Developer Programme, we may- in our sole discretion as we deem necessary or appropriate- require additional terms and/ or restrictions on your use of the Developer Programme.

Such terms and restrictions may be, but are not limited to, prices, call- volumes, restrictions of certain endpoints, transaction monitoring, and the purposes for which the API's and any Data may be used.

Any such additional terms or restrictions shall be specified in an Addendum to these Terms, and signed by both Parties.

2.3. Additional terms for Insurance and Financial Services

- 2.3.1. This chapter 2.3 applies to Developers and Integrated Applications that provide insurance, financial or related products or services, including without limitation, any product or service that informs or facilitates the delivery, referral, pricing, analysis, comparison, recommendation or funding of a financial product or service or protection against loss ("Insurance and Financial Services"), such as payments, lending, insurance, invoice factoring, asset management, commodity trade, financing and credit and debit card products and services.

- 2.3.2. Any use of the Developer Programme or any part thereof to provide Insurance and Financial Services is prohibited without Visma's prior written consent in the form of an Addendum to these Terms, to be signed by both Parties, in accordance with 2.2.9. above. You should start this process as early as possible.

- 2.3.3. If approved, you represent and warrant on a continuous basis that you:

- Will comply with all applicable laws and regulations pertaining to the provision of Insurance and Financial Services.
- Will immediately notify Visma of any additional use cases or purposes for processing Data for or by your Integrated Application, and obtain approval from Visma before implementing them. Any new or changed approved use cases shall if approved by Visma be added to the Addendum regulating your provision of Insurance and Financial Services using the Developer Programme.
- Will not use the Developer Programme or any part thereof (including Data) to provide leads or price comparisons for other Insurance and Financial Service providers, or other third parties or ultimate beneficiaries, for populating, informing or distributing enquiries, applications or similar for other financial service providers, nor act as an aggregator, distributor or provider for the aforementioned, or any applications or services populated with data collected from or otherwise facilitated by the Developer Programme.
- Make any representation or warranty that Visma makes any commitments or warranties pertaining to Insurance and Financials Services.

2.4. Your own terms

You must provide your own legally binding end user customer contract and privacy policy for the Integrated Application ("Your Terms"). Your Terms must provide the end user customer

with transparent and legally adequate information about the nature of the Integrated Application, the integration with Visma and any Data you are processing.

If a customer permits the Integrated Application to access and retrieve Data, you shall ensure that all use of Data is:

- Authorised by the customer (if you access and use customer data) in a clear and transparent manner.
- Kept to the minimum required for the Integrated Application to function.
- Not shared with other third parties, nor aggregated with the Data from other customers or otherwise used for purposes other than to provide the Integrated Application to the customer for its own internal business purposes.
- Deleted when the customer terminates his contract with you, or your legal basis for processing the Data expires for whatever reason. (I.e. you may not assume ownership of the customers Data, except as mandated by applicable law.)
- Processed in compliance with applicable terms and contracts, and laws and regulations. (Including *inter alia* the return of customer data to the customer prior to deletion when the customer terminates his contract with you, or your legal basis for processing the Data expires for whatever reason.)

Visma shall have the right to review Your Terms. Your Terms shall not make any representation or warranty on behalf of Visma.

In the event that Visma receives Data from or on behalf of a customer from the Integrated Application, Visma shall treat such Data as governed by its end user customer contract for the relevant Visma product,, and it will no longer be subject to Your Terms; any use of a Visma- system is subject to Visma's terms of use for that system.

2.5. Privacy exception

- 2.5.1. Visma may reveal information about Developer Accounts, including names, for attribution purposes, handling inquiries from end user customers, manage security incidents, or other purposes Visma reasonably deems necessary under these Terms. You understand and agree that we may access, store, and disclose your Developer Account information, including personal data, if required to do so by law or in good faith believe that such access, storage, or disclosure is reasonably necessary to comply with legal process or obligation, or to protect the rights, interests or obligations of Visma, our partners or customers.

2.6. Marks and marketing

- 2.6.1. The Parties shall abide by the at all times applicable general guidelines for marketing and promotion of the Integrated Application, including with regards to use of trade names and logos, as provided by the respective Party. The Parties shall not issue any formal press release, nor use each other's trademarks, logos or other brand features without the prior written approval of the other Party, and any such permitted use (including any associated goodwill) shall inure to the benefit or the owner. Any additional obligations or restrictions agreed between the Parties or required by either Party, shall be attached to these Terms as

an Addendum. (For clarification, the Parties may freely promote their respective applications in normal media and distribution channels.)

- 2.6.2. All product names, logos, trademarks and similar (“Marks”) are the property of their respective owners. The Visma name and logo are registered trademarks of Visma AS.

3. Right of use

- 3.1. You are granted a limited, revocable, terminable and non-exclusive right of use for the Developer Programme subject to these Terms and any rules or restrictions that may apply to any particular component of the Developer Programme, solely for the purpose of enabling the Integrated Application to interface with Visma’s Applications.

For the avoidance of doubt, the right of use granted herein includes commercial use, however, commercial use of the Developer Programme may be subject to [2.2.9](#).

- 3.2. You are solely responsible for your use of the Developer Programme and the Integrated Application, including any Data you use.
- 3.3. The right of use may not be transferred, delegated assigned, transferred or sub-licensed to any entity whatsoever, in whole or in part, under any circumstances (including but not limited to mergers and demergers, bankruptcy, change of ownership or control, or to affiliates), without prior written authorisation in each case from Visma, which shall not unreasonably be withheld.
- 3.4. If you employ third party subcontractors to develop, host or perform other tasks for the Integrated Application, you shall ensure any such parties abide by these Terms, and only process Data for the purposes authorised herein. Subcontractors shall have no other use rights. You shall remain fully responsible and liable under these Terms for any breach of these Terms by any third party you use or employ.
- 3.5. You shall not, nor permit any third party to, use the Developer Programme or any part thereof in a manner that violates applicable law, regulation or these Terms, the rights (including intellectual property rights) of any third party, or otherwise in a manner that interferes with Visma’s business practices or Visma’s Applications.

4. Acceptable Use Policy

- 4.1. The portals, APIs and similar you will use as part of the Developer Programme are shared with other developers in the programme. Behave as you would want others to behave towards you, and write your application as you would want others to write theirs.
- 4.2. You will not, nor permit any third party to:
- Use the Developer Programme or any part thereof to provide products or services that are not in accordance with these Terms. In particular, you will not provide marketplace, dashboarding, white-labelled product development or bank- or Insurance and Financial Services without our express approval in each case.

- Provide, sublicense, sell, transfer or otherwise provide access to any part of the Developer Programme, including any Data, to any third party or ultimate beneficiary.
- Use the Developer Programme, including any Data, for unsolicited marketing in any context, nor place any advertising or third party content in Vismas Applications.
- Use the Developer Programme, including any Data, for any purpose that is not directly related to your advertised and authorised service offering.
- Access or attempt to access Data or other information you are not authorised to access or do not have access to according to these Terms, even in the event such access is technically possible without circumvention of security controls. If you do have access to Data you should not have access to, you shall notify Visma without undue delay, so that Visma may rectify the situation. (You may also use our Responsible Disclosure Policy, available from Visma's website.)
- Collect, aggregate or syndicate Data for the purposes of selling or otherwise making such Data, in any form, available to parties other than the customer of the Integrated Application for the internal business purposes of the customer. (This includes making and disseminating performance information for the Visma APIs.) Any such aggregation of Data from or for more than one customer shall a) be approved by Visma in advance, and b) explicitly authorised by each customer, in Your Terms or equivalent.
- Sell, for a fee or other commercial benefit, transfer or otherwise make any Data available to any third party except your subcontractors, if any, as expressly permitted herein.
- Attempt to circumvent or exceed limitations and restrictions, such as call- limitations, or by sharing accounts.
- Scrape, download, post or transmit any part of the Developer Programme.
- Transfer or process harmful code or data to or with any Visma API, nor use Developer Programme for unlawful or malicious purposes.
- Use the Developer Programme to permit a competitive product to interface with Visma's Applications, nor to develop your own competitive product.
- Obfuscate or hide any Visma communications, sign-in functionality or other access- or -authorisation flows, nor communicate with customers in a manner that appears as coming from Visma.
- Copy, reformat, reverse engineer or otherwise modify the Developer Programme or any part thereof.
- Use the Developer Programme, including in particular any APIs and API credentials, to assist or enable governmental authorities to gain access to Data or information in a manner that would constitute a breach of Vismas obligations of confidentiality for its customers data or obligations as a data processor, such as by avoiding serving the legal process directly to Visma.

4.3. Visma reserves the right to monitor your use of any part of the Visma Developer Programme, including in real time, for purposes of security and compliance with these Terms.

5. Modifications, support and notifications

- 5.1. The Developer Programme and all its constituent components, are provided “as is” at any given time, “with all faults”, and is not contingent on or tied to any particular version or functionality at any particular point in time, nor any publications, materials or comments made by or on behalf of Visma. Visma may make changes and modifications to any part of the Developer Programme, such as adding or removing functionality, correcting errors, imposing restrictions or limitations or discontinuing the Developer Programme in whole or in part, in our sole discretion, at any time and without any obligation or liability accruing therefrom. Visma is not obligated to provide modifications, fixing errors or respond to errors you may encounter in the Developer Programme.
- 5.2. Changes and modifications may not be compatible with your Integrated Applications. It is your responsibility to ensure that your Integrated Applications work with the latest version.
- 5.3. While we strive to provide you with support, information and notification of planned modifications in the information channel for a particular Visma Application or other component of the Developer Programme, we may not be able to provide you with such information in advance, nor are we obligated to do so.
- 5.4. Changes or modifications that affect the entire Developer Programme will be announced on:

developer.visma.com

If we have a need for contacting you directly, we will use the email you provided to us when you registered for a Developer Account.

6. Other terms

Independent Parties

- 6.1. The Developer shall act in his own name and for his own account. Nothing in these Terms shall be construed as creating an agency, joint venture or similar, or give either Party power to direct or control the other Party, make any commitments or express any form of warranty or similar to a third party on behalf of the other Party, except as expressly agreed between the Parties in an Addendum to these Terms. The Developer shall not give the impression that the Integrated Application is made, sponsored or endorsed by Visma.

Independent development

- 6.2. You understand and acknowledge that Visma may be independently developing (or may receive from third parties) features, applications, content, or other products, services or functionality that may be similar to or competitive with the Integrated Application, and nothing in these Terms will be construed as restricting or preventing Visma from doing so.

Intellectual Property Rights

- 6.3. Visma (or its licensors) is the sole owner of all rights, title and interest, including all intellectual property rights, in and to the Developer Platform, Vismas Applications, Vismas

Marks, our other products and services and related documentation, technology and assets, websites, content and any modifications or derivative works of the foregoing (Visma Intellectual Property). No rights, title or interest are transferred under these Terms. In the event of infringement of Visma Intellectual Property, Visma (or its licensors) may take all reasonable steps to protect its proprietary and commercial interests, including any remedy available at law.

- 6.4. The Developer (or its licensors) is the sole owner of all rights, title and interest, including all intellectual property rights, in and to the Integrated Application, the Developers Marks, and related documentation, technology and assets, websites, content and any modifications or derivative works of the foregoing (“Developer Intellectual Property”). No rights, title or interest are transferred under these Terms.

Indemnification

- 6.5. You will indemnify and hold harmless Visma and its end user customers from or against any claims where a third party claims that your use of the Developer Programme, your Integrated Application or use of Data is in conflict or infringement with a third party’s patent, copyright or other intellectual property rights, or is in breach or violation of applicable law or these Terms, including losses, costs and expenses (including reasonable lawyer’s fees). Visma shall notify you immediately of receiving such a claim, and shall cooperate with you at your expense in resolving the matter. You shall have full control and responsibility for the legal process and settlement, provided that Visma is released from all liability.

Warranty

- 6.6. The Developer Programme and all its components, Visma Applications and other materials or services from Visma provided under these Terms, are provided “as is” and “with all faults”. Visma (or its licensors) disclaim all warranties and guarantees, whether express or statutory, to the maximum extent permitted by law, including implied warranties of merchantability, title and fitness for any purpose. Visma makes no warranty or guarantee as to a) the reliability, accuracy or completeness of the Developer Programme and associated materials, b) that any use thereof will be secure, timely, uninterrupted, error- free, or meet your requirements or expectations, or c) that Visma will continue to provide, maintain or offer the Developer Programme in the future.

Liability

- 6.7. Visma shall, to the maximum extent permitted by law, not be liable for any loss of use, interruptions (including of business and costs of delays), changes in the Developer Programme, including changes or removals of functionality or features, failure of security, or Data loss or loss of confidentiality, integrity or accuracy of Data, nor for breaches of privacy, or any indirect, consequential, special, exemplary or other liability related to the Developer Programme or otherwise under these Terms. You further acknowledge that, given the nature of the Developer Programme and associated risk, Visma would not enter into these Terms without these limitations of liability.
- 6.8. If Visma is held responsible or liable through a court- approved settlement or court- ruling c.f. [6.20 Dispute resolution](#) below, Vismas entire aggregate liability under these Terms shall be

limited to the amount you paid to us, if any, for use of the Developer Programme in the twelve (12) months preceding the claim, or one thousand (1000) Euros.

Confidential Information

- 6.9. Visma may provide you with, or you may obtain, certain information that is confidential and/or proprietary (“Confidential Information”), including but not limited to information identified as “Confidential” or “Proprietary”, or that you should reasonably understand to be confidential or proprietary under the circumstances. All access keys, tokens or other login- or authentication information are Confidential Information, as are all non-public elements of the Developer Programme, and pre-release information about any Visma Application.
- 6.10. You shall keep all Confidential Information confidential, only use it for the purpose of fulfilling these Terms and protect or keep it with the same degree of care, but no less than a reasonable degree of care, as you use to protect your own information of a similar nature.
- 6.11. You may disclose Confidential Information only on a strict need-to-know basis, and if you disclose it to your third party professional advisors, contractors or similar, you shall remain fully responsible under these Terms.
- 6.12. You should not provide any information to Visma that you consider confidential or proprietary. Visma shall consider all information received from you to be non-confidential and non-proprietary. If you provide us with your confidential or proprietary information, you should, at your own responsibility, enter into a non-disclosure agreement or other terms of confidentiality with us.
- 6.13. If deemed necessary by either Party in order to execute and comply with these Terms, it may require that the other party sign a non-disclosure agreement before disclosing any proprietary or confidential information.

Entire agreement and order of interpretation

- 6.14. These Terms constitute the entire agreement between Visma and you with respect to the subject matter in these Terms, and supersede any and all prior discussions, proposals or agreements between you and us. Visma may assign, transfer or delegate these Terms in its sole discretion.
- 6.15. In the event of conflict between these Terms and any Addendums, the Addendums shall have precedence. Any non-disclosure agreements signed in accordance with 6.13 shall be considered an Addendum. In the event of doubt over interpretation between these Terms in English and any translations, English shall take precedence.

Term and termination

- 6.16. These Terms are valid until terminated by either Party. Either Party may terminate these Terms at any time with 30 days’ notice by sending a written notification (email) of termination to the other Party.
- 6.17. Either Party may terminate the Agreement immediately if it, in its own sole judgement, confirms or suspects on reasonable grounds that the other Party is or may come to be in

breach of its obligations under these Terms, including providing appropriate security and compliance for the Data processed under these Terms, or is not acting in the terminating Party's best interest.

- 6.18. The Parties shall have the right to inform its customers of the termination, for the purpose of and to the extent necessary for transparency towards the end user customers, as determined by the terminating Party in its sole discretion.
- 6.19. Upon termination of these Terms entering into effect, the Parties shall make commercially reasonable efforts to remove references, links and similar to each other's Applications, Marks, websites and similar, and to delete any copies of Confidential Information, within a reasonable amount of time.

Dispute resolution

- 6.20. The Parties enter into these Terms in good faith, and shall attempt to resolve any dispute through amicable negotiations. If the dispute cannot be resolved through negotiations, it shall be referred to the ordinary courts of law at the registered address of Visma.