EmailXpenC

Terms of Service

For companies and organizations

GlobeXpenC Oy Ltd.

EmailXpenC Terms of Service

Service Provider ("Provider")

Company Name :	GlobeXpenc Oy Ltd ("GlobeXpenC" or "Provider")
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www.globexpenc.com

Customer

The company or organization you are representing.

Later in the document referred as "Customer".

Important

You should carefully read the following Terms. By accepting these Terms or using our products Customer implies that it has read and accepted the Terms.

License

EmailXpenC license is sold through our website.

Number of Licensed Users per Month

Customer can select the number of licensed users per month freely. Our billing is based on the number of licensed users per month according to the prices valid at the time of the use. If Customer has more active users than what is the selected number of licensed users per month we will charge an additional fee per each additional user on that particular month.

If the Customer wishes to change the number of licensed users per month it can be done by contacting EmailXpenC sales at sales@globexpenc.com. The change will automatically apply new pricing.

Pricing

At the time or registration the Customer receives prices calculated for the selected number of licensed users per month.

Changes to the Pricing

The Provider reserves the right to change the pricing. If the Provider changes the prices calculated for the Customer the Customer will receive a notification 3 months before the new prices take effect.

Free Trial

Before the Customer needs to buy a license we provide a one month free trial period. During the free trial Customer can use all EmailXpenC features without charge.

Additional Services

Customized Excel Template

Customer may order a customized excel template from EmailXpenC. Creating the customized excel template is ordered separately.

Training

Customer may order training for its employees. Training services are ordered separately. Billing for the training services includes also possible travel expenses if on-site training is requested by the Customer.

Support Work

Customer may order hourly billed additional support work from EmailXpenC. If Provider is going to bill any work from the Customer the Provider needs to notify the Customer about it beforehand. Usual customer support work is not automatically billable support work.

Invoicing and Payments

Customer can choose between two possible invoicing methods.

Credit Card

Credit Card invoicing is the preferred invoicing method. In this option the Customer registers a credit card with EmailXpenC service via our website and the Provider charges the credit card monthly according to the usage.

PDF Invoicing

If Customer prefers not to pay via a credit card then we can do PDF Invoicing. PDF invoices are delivered quarterly via email to the email address the Customer has defined. In PDF invoices the payment term is 30 days Net.

In PDF Invoicing option the Provider adds an invoicing fee of 30 USD / 25 EUR into each invoice.

Suspending the License

If the Customer fails to pay the invoice or the registered credit card cannot be charged the Provider reserves the right to suspend the Customers license until the pending invoices have been cleared.

When the license is Suspended the Customers account does not send any new data into Concur.

Outages and Service Interruptions

The Customer is not entitled to any compensation in case of outage, service interruption or a similar event that is caused by a reason or circumstance beyond Provider's control and for any planned down time which shall be scheduled during a time that will cause minimal interruption to the users of EmailXpenC and for which Customer will receive notice at least a twenty-four (24) hour in advance. The Provider will use its best efforts to provide Customer with continuous service.

Changes in Service

The Provider reserves the right to change the service and add or remove new features without notice; however, any change that results in a material alteration of the functionality of the service will give the Customer the right to terminate this Agreement with immediate effect. New features are included to the license at no additional charge.

Security

The Provider maintains and develops the service according to the best security processes as set by industry standards. Servers are hardened and kept up-to-date. All communication between services and user browsers are secured with SSL technology.

Handling Customer Data

The following section sets forth Provider's commitment with regard to Customer data and how it is handled in the service:

Employee data

Data related to the Customer's employees (Name, Concur login id, email address, etc.) is fetched from Concur and stored in the service.

Emails

The emails that are sent to the service are stored in the service for only a limited time. Successfully processed emails are removed a week after the processing. No emails are kept in the service for longer than a month.

Expense data

Expense data is received from the Customer and stored in the service for only a limited time. Expense data is removed from the service when the related expenses are submitted in Concur. Only the related Concur ID's are kept in the service.

Data location

The Customer's data is stored on Provider's servers in Europe.

Data Backups

Customer data is backed up daily into a secure remote location. Old backups are deleted after 30 days.

Confidentiality and Ownership of Customer Data

The Customer's data is kept confidential and not provided to third parties in any circumstances.

The Provider has no ownership to the Customer data.

Service-Level Agreement

The target uptime for the service is 100%, naturally. The Provider guarantees uptime of 98%, measured within a calendar month. The service is considered to be up when it is accessible and responding. The Provider cannot guarantee the availability of Concur Web Service interfaces which are vital for delivering the expense data into Concur.

Service Issues

The service is provided "as is" without any warranty. In case the Customer encounters a bug or a similar issue with the GlobeXpenC platform, the Customer is not entitled for a compensation unless such bug or issue renders the service unusable to a significant number of users in the Customer's organization and the Provider is unable to restore the functionality within three business days counting from the date when the Customer has reported the issue to the Provider.

Problem Solving

In case of any issues with the service, users can send a support request to support@globexpenc.com or fill a support form on www.emailxpenc.com/contact_support. The target time for a response is 24 hours, excluding Saturdays and Sundays.

Termination

The agreement can be terminated by a thirty (30) day advanced written notice by Customer.

In case of termination, the Provider will remove all sensitive data related to the Customer whitin 10 days and provide Customer with confirmation upon doing so.

If the Customer terminates the agreement, the agreement will be terminated at the end of the month in which the written termination notice is received by the Provider.

In case the Customer has open invoices for two or more months or has misused the system so that it has caused harm to the Provider, the Provider can terminate the agreement immediately.

Changes to the Agreement

This agreement can be changed when both parties agree on the change, and the change is memorialized in a writing.

Limitation of Liability

The liability of the Provider is limited to the amount of license fees the Customer has paid to the Provider during the previous 12-month period from the date when the Customer states a claim for a compensation.

Governing Law and Dispute Resolution

This agreement will be governed by the laws of England, without reference to its choice of law rules.

Any unsettled dispute, controversy or claim arising out of or relating to this agreement or the breach, termination or validity thereof shall be finally settled by binding arbitration under the auspices of the London Court of International Arbitration. The arbitration shall be conducted in London, England, in the English language. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.