

BYTEND OY – TERMS OF SERVICE

Last updated: 18 August 2026

1. Parties, Scope and B2B Status

1.1 Service Provider

These Terms of Service ("Terms") govern the provision and use of the Match software-as-a-service platform ("Service") provided by:

Bytend Oy

Business ID: **3640672-3**

Traktoritie 2

Helsinki, Finland

Email: **mohamed@bytend.com**

("Bytend", "Service Provider", "we", "us" or "our").

1.2 Customer

"Customer" means the Finnish company, legal entity or other business organisation that purchases, subscribes to or otherwise uses the Service.

A natural person creating or using an account on behalf of a Customer represents that they are authorised to bind or act on behalf of that Customer.

1.3 B2B Service Only

The Service is intended exclusively for professional business-to-business use.

It is not offered to consumers acting primarily for purposes outside their trade, business, craft or profession. The Customer represents that it obtains and uses the Service in the course of its business activities.

Consumer-specific statutory rights do not apply to the extent the contractual relationship is a B2B relationship.

1.4 Contract Documents

The contractual relationship between Bytend and Customer ("Agreement") consists of:

- a. any signed Order Form, Enterprise Agreement or other individually agreed written service agreement;
- b. these Terms;

c. the Data Processing Agreement ("DPA"), where Bytend processes personal data on behalf of Customer; and

d. any other expressly incorporated service documentation.

If these documents conflict, an individually negotiated written agreement or Order Form prevails over these Terms, and the DPA prevails in relation to processing of Customer Personal Data.

2. Definitions

For these Terms:

"Authorised User" means an employee, contractor or other person authorised by Customer to use the Service through Customer's Workspace.

"Customer Data" means data, files, records, text, metadata, spreadsheets, project information and other material submitted to or processed through the Service by or on behalf of Customer.

"Customer Personal Data" means Personal Data contained in Customer Data that Bytend processes on Customer's behalf.

"Output" means classifications, matches, suggestions, calculations, enriched records, recommendations, reports or other results generated through the Service.

"Workspace" means Customer's logically segregated environment within Match.

3. Service

3.1 Match

Match is a cloud-based SaaS platform intended to support the management, validation, classification, enrichment and analysis of construction project and material data, including matching relevant information with public or official CO2 and emissions-related datasets.

Customer may upload and process datasets including CSV and XLSX files, material schedules, quantities, technical descriptions and related project data.

3.2 Development of the Service

Bytend may maintain, update and develop the Service, including by modifying interfaces, algorithms, models, databases and technical infrastructure.

Bytend will not intentionally make a material change that removes the core functionality of a paid subscription during an ongoing prepaid subscription period without reasonable justification.

Where reasonably practicable, Bytend will provide advance notice of materially adverse changes. Changes required for security, legal compliance, urgent maintenance or third-party dependency changes may be made without prior notice.

3.3 Beta and Experimental Features

Features identified as beta, preview, experimental or similar may be modified or withdrawn at any time and may be subject to additional limitations.

4. Accounts and Customer Responsibilities

4.1 Account Security

Customer is responsible for:

- a. ensuring that Authorised Users are legitimately authorised to access its Workspace;
- b. maintaining the confidentiality of account credentials;
- c. promptly removing access from users who no longer require it;
- d. maintaining appropriate internal access controls; and
- e. promptly notifying Bytend of suspected unauthorised access.

4.2 Customer Data

Customer is responsible for the accuracy, legality, quality and appropriateness of Customer Data and for having all rights, permissions and lawful bases necessary for its submission to and processing through the Service.

Customer must apply reasonable data-minimisation practices.

4.3 Sensitive Personal Data

Match is not designed for intentional processing of:

- a. special categories of personal data within Article 9 GDPR;
- b. criminal conviction or offence data;
- c. Finnish personal identity codes unless strictly necessary and lawfully processed;
- d. health or medical information;
- e. payment-card credentials;
- f. authentication passwords for third-party services; or

g. similarly sensitive information unnecessary for the Service.

Customer must not intentionally submit such data unless Bytend has expressly agreed in writing to the relevant processing arrangements.

If incidental personal data is unintentionally included in an uploaded project file, it will be treated as Customer Data and protected in accordance with the Agreement and DPA.

5. AI Functions and Review-First Architecture

5.1 AI-Assisted Functions

The Service may use artificial-intelligence systems, including large language model ("LLM") APIs, to support functions such as:

- a. data enrichment;
- b. formatting and normalisation;
- c. duplicate detection;
- d. classification;
- e. identification of missing information;
- f. suggested matches; and
- g. preparation of draft reporting information.

5.2 Review-First Architecture

AI-generated Outputs are suggestions and decision-support information.

Match is designed so that AI-generated suggestions do not make irreversible changes to Customer's core project data without human review or confirmation through the Service, except for purely technical or reversible processing expressly configured by Customer.

Customer remains responsible for reviewing and validating Outputs before relying on them.

5.3 AI Limitations

AI systems may produce incomplete, inaccurate, outdated, ambiguous or inappropriate results.

Bytend does not represent that an AI-generated Output is factually correct merely because it is generated by the Service.

5.4 No Professional Advice

The Service and its Outputs do not constitute:

- a. legal advice;
- b. accounting advice;
- c. audit or assurance services;
- d. tax advice;
- e. engineering certification;
- f. environmental verification or assurance;
- g. regulatory certification; or
- h. any other regulated or professional advisory service.

Customer must obtain appropriate professional advice when required.

5.5 Regulatory and Sustainability Reporting

Bytend does not warrant that an Output, emission factor, classification or matching result will by itself satisfy any particular statutory, contractual, sustainability or reporting requirement.

Customer is responsible for validating information used for official reporting, environmental claims, sustainability disclosures and business decisions.

6. Customer Data, Privacy and AI Training

6.1 Customer Ownership

As between the parties, Customer retains its rights in Customer Data.

Except as expressly provided in the Agreement, Bytend obtains no ownership interest in Customer Data.

6.2 Processing Licence

Customer grants Bytend a non-exclusive right to host, copy, transmit, transform and otherwise process Customer Data solely as reasonably necessary to:

- a. provide the Service;
- b. secure and maintain the Service;
- c. provide technical support;

- d. comply with Customer's documented instructions; and
- e. comply with applicable law.

6.3 No Foundation-Model Training

Bytend will not use Customer Data, Customer project files, prompts derived from Customer Data or Customer Personal Data to train or fine-tune general-purpose or foundational AI models operated by Bytend or third parties.

Bytend will not voluntarily opt Customer Data into an LLM provider's model-training or general model-improvement programme.

6.4 AI API Processing

Where Customer Data is processed through an LLM API, Bytend will use commercial/API data controls intended to prevent the provider from using such data for general model training.

Where an eligible zero-data-retention or European data-residency configuration is available and has been enabled by Bytend, Bytend may use that configuration.

A representation that a third-party provider operates on a zero-data-retention basis applies only where that configuration is actually enabled for the relevant service, endpoint and account.

6.5 Anonymous Information

Bytend may use statistics, technical metrics and information derived from use of the Service where such information has been aggregated or irreversibly anonymised so that it does not identify Customer, an Authorised User, a natural person or Customer's confidential project information.

7. Data Protection

7.1 Roles

For Personal Data processed in connection with Bytend's own:

- a. account administration;
- b. authentication administration;
- c. billing;
- d. security monitoring;
- e. support;
- f. contractual communications; and

g. business records,

Bytend acts as an independent controller as described in its Privacy Policy.

Where Customer submits Personal Data within Customer Data and Bytend processes that Personal Data solely to provide the Service on Customer's behalf, Customer acts as controller and Bytend acts as processor.

7.2 DPA

Such processor activities are governed by Bytend's Data Processing Agreement.

8. Intellectual Property Rights

8.1 Bytend Technology

Bytend and its licensors retain all rights, title and interest in and to:

- a. Match;
- b. source code and object code;
- c. user interfaces;
- d. software architecture;
- e. algorithms;
- f. prompts and prompt structures;
- g. workflows;
- h. database structures;
- i. documentation;
- j. designs;
- k. trademarks and branding;
- l. proprietary methodologies;
- m. improvements and derivatives of the foregoing; and
- n. all associated intellectual property rights.

No ownership interest in Bytend Technology is transferred to Customer.

8.2 Limited Right of Use

Subject to payment of applicable fees and compliance with the Agreement, Bytend grants Customer a limited, non-exclusive, non-transferable and non-sublicensable right to permit its Authorised Users to access and use the Service for Customer's internal business operations during the subscription term.

8.3 Outputs

Subject to the Agreement and applicable law, Customer may use Outputs generated for Customer for its internal business purposes and its own project work.

Because AI-generated material may not qualify for intellectual-property protection and similar or identical content may be generated for different users, Bytend does not warrant that an AI-generated Output is unique, exclusively owned by Customer or capable of intellectual-property protection.

8.4 Feedback

If Customer voluntarily provides suggestions or feedback regarding the Service, Bytend may use that feedback to develop and improve the Service, provided that Bytend does not thereby obtain the right to disclose Customer's Confidential Information or Customer Data.

9. Acceptable Use

Customer and Authorised Users must not:

- a. reverse engineer, decompile or attempt to extract source code, confidential prompts, proprietary algorithms or model logic except to the limited extent such restriction is prohibited by mandatory law;
- b. circumvent technical restrictions, access controls, Workspace separation or payment controls;
- c. scrape or crawl the Service except through an expressly documented interface;
- d. exceed documented API or rate limits;
- e. introduce malware or malicious code;
- f. use the Service unlawfully or to infringe third-party rights;
- g. upload information Customer has no right to process;
- h. attempt to access another customer's Workspace or data;
- i. use the Service to create or distribute unlawful or deceptive environmental claims; or
- j. deliberately treat unreviewed AI suggestions as professionally verified or officially certified information.

Bytend may reasonably restrict or suspend activity presenting a material security, legal or integrity risk.

9A. SEVEN-DAY STARTER TRIAL

Effective 19 August 2026. This clause supplements the Bytend Oy Terms of Service dated 18 August 2026.

9A.1 Eligibility and duration. Bytend may make one Starter Trial available to a newly provisioned self-service Workspace. The Starter Trial begins when that Workspace is provisioned and expires seven (7) consecutive days later. A Workspace may use the Starter Trial only once.

9A.2 No card and no automatic charge. No payment card or other payment method is required to start the Starter Trial. The Starter Trial does not automatically renew, convert into a paid subscription or create an automatic charge.

9A.3 Access after expiry. When the Starter Trial expires, Match locks the Workspace unless an Owner or Administrator selects a paid subscription. Expiry itself does not delete Customer Data.

9A.4 Paid subscription. A paid subscription starts only when an Owner or Administrator separately completes the applicable ordering and payment process. The Starter Trial does not affect the Customer's right to cancel a paid subscription under Section 15.2 of the Terms.

10. Fees, Billing and Taxes

10.1 Subscription Fees

Customer must pay the subscription and usage fees stated in the applicable subscription, Order Form or pricing arrangement.

Unless otherwise stated, prices are exclusive of value added tax and other applicable taxes.

10.2 Payment Processing

Online subscription payments may be processed through Stripe or another payment service provider designated by Bytend.

Enterprise customers may be invoiced separately under an agreed payment term.

10.3 Failed Payments and Grace Period

If an automatic payment fails, Bytend may provide a four (4) day payment grace period during which the Service normally remains available.

Nothing in this clause waives Customer's obligation to pay the amount when due.

10.4 Overdue Amounts

Overdue amounts accrue late-payment interest in accordance with the Finnish Interest Act and Customer must reimburse legally recoverable and reasonable collection costs.

10.5 Suspension for Non-Payment

If an undisputed payment remains overdue for more than fourteen (14) days, Bytend may suspend or restrict some or all Service functions after reasonable notice.

Restrictions may include processing, API calls, new uploads or exports.

Bytend will not use suspension to prevent the exercise of statutory data-protection rights.

10.6 Termination for Prolonged Non-Payment

If an undisputed amount remains unpaid for thirty (30) days after its due date, Bytend may terminate the affected subscription by written notice.

Termination does not extinguish amounts accrued before termination.

10.7 No Set-Off

Customer may not withhold or set off undisputed fees against a claim against Bytend unless Bytend agrees in writing or Customer has a legally enforceable right of set-off.

10.8 Insolvency

To the extent permitted by applicable insolvency law, Bytend may suspend performance or terminate the Agreement if Customer:

- a. enters bankruptcy, liquidation or comparable insolvency proceedings;
- b. ceases its business operations;
- c. becomes generally unable to pay its debts as they fall due; or
- d. is subject to another circumstance creating a material and objectively reasonable credit risk.

Accrued payment obligations survive termination, subject to mandatory insolvency law.

10.9 Refunds

Except where otherwise expressly agreed or required by mandatory law, prepaid subscription fees are non-refundable.

Cancellation takes effect at the end of the prepaid subscription period.

11. Service Availability

11.1 Standard Service

Unless an Order Form expressly provides otherwise, Match is provided on an "as available" basis.

Bytend will use commercially reasonable efforts to maintain reliable availability but does not guarantee uninterrupted or error-free operation.

11.2 Maintenance

Bytend may perform scheduled and emergency maintenance.

Where reasonably practicable, Bytend will give advance notice of scheduled maintenance that is expected materially to affect availability.

11.3 Enterprise SLA

A binding monthly availability commitment of **99.9%** applies only where expressly purchased or incorporated into an Enterprise Order Form or service-level agreement.

The applicable Enterprise document may define:

- a. availability measurement;
- b. excluded downtime;

- c. maintenance exclusions;
- d. claim procedures; and
- e. service credits.

Unless the Enterprise agreement expressly states otherwise, service credits are Customer's exclusive financial remedy for failure to meet a contractual uptime target.

11.4 Excluded Downtime

An availability calculation may exclude downtime caused by:

- a. scheduled maintenance;
- b. emergency security maintenance;
- c. Customer systems or configurations;
- d. Customer misuse;
- e. Internet or telecommunications failures outside Bytend's reasonable control;
- f. third-party infrastructure failures outside Bytend's reasonable control despite reasonable vendor management;
- g. denial-of-service attacks or similar malicious activity that could not reasonably have been prevented;
- h. force majeure; or
- i. suspension permitted under the Agreement.

12. Security and Confidentiality

12.1 Security

Bytend will maintain reasonable technical and organisational safeguards appropriate to the nature of the Service and risks associated with the data processed.

Security measures are further described in the DPA where applicable.

12.2 Workspace Separation

Bytend will maintain technical controls designed to segregate Customer Workspaces and prevent one customer from accessing another customer's Customer Data without authorisation.

12.3 Confidential Information

Each party must protect non-public business, technical and commercial information received from the other party and use it only for purposes of the Agreement.

Confidentiality obligations do not apply to information that:

- a. was lawfully known without confidentiality restriction;
 - b. becomes public without breach;
 - c. is independently developed without use of Confidential Information;
 - d. is lawfully received from a third party without confidentiality restriction; or
 - e. must be disclosed by law or binding authority.
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13. Third-Party Services and Subprocessors

The Service depends on third-party cloud, infrastructure, payment and AI providers.

Bytend remains responsible for its obligations under the Agreement notwithstanding its use of subcontractors, except to the extent an event is caused by circumstances for which Bytend is not legally or contractually responsible.

Subprocessor arrangements relating to Customer Personal Data are governed by the DPA.

14. Customer References and Logo Use

14.1 Reference Right

Customer grants Bytend a non-exclusive, royalty-free, revocable right during the customer relationship to use Customer's corporate name and company logo solely to identify Customer as a Bytend or Match customer.

Permitted uses include Bytend's website, customer lists, sales materials and similar corporate reference materials.

This right does not permit Bytend to imply that Customer endorses a particular claim, product result or statement that Customer has not approved.

14.2 Removal Request

Customer may withdraw this reference permission at any time by contacting **mohamed@bytend.com**.

Bytend will remove the Customer's name and logo from actively controlled digital marketing materials within seven (7) business days.

Previously distributed printed material, archived material and third-party cached copies may remain until reasonably replaced or removed.

14.3 Individual Testimonials

Bytend will not rely on this corporate reference clause as permission to publish an identifiable person's photograph, personal testimonial or personal endorsement where additional permission or another lawful basis is required.

15. Term and Termination

15.1 Subscription Term

A subscription continues for the selected monthly, annual or other subscription period and renews in accordance with the applicable ordering process unless cancelled.

15.2 Customer Cancellation

Unless an Enterprise Agreement provides otherwise, Customer may cancel its subscription through the Service or another method made available by Bytend.

Cancellation takes effect at the end of the current prepaid billing period.

15.3 Termination for Breach

Either party may terminate the Agreement if the other party materially breaches it and fails to remedy the breach within fourteen (14) days after written notice where the breach is capable of remedy.

15.4 Immediate Suspension or Termination

Bytend may suspend or terminate the Service immediately where reasonably necessary because:

- a. continued use creates a serious security threat;
- b. Customer uses the Service unlawfully;
- c. Customer intentionally attempts to compromise another customer's data;
- d. Bytend is legally required to do so;
- e. prolonged non-payment satisfies Section 10.6; or
- f. an insolvency circumstance under Section 10.8 applies, to the extent legally permissible.

15.5 Data Export After Termination

Subject to security requirements and applicable payment restrictions, Customer will normally have thirty (30) days after termination to retrieve or export available Customer Data.

During this period Bytend may place the Workspace into read-only or limited-access mode.

15.6 Deletion

After the thirty-day recovery period:

- a. Customer Data will be deleted from active production systems within thirty (30) days after termination;
- b. residual copies contained solely in ordinary backup systems will expire or be overwritten within ninety (90) days after termination; and
- c. data subject to a legal preservation requirement may be retained only for the required period and isolated from ordinary use where appropriate.

15.7 Survival

Payment obligations, confidentiality obligations, intellectual-property provisions, liability provisions and other provisions that by their nature are intended to survive termination will continue after termination.

16. Warranties and Disclaimers

Bytend warrants that it will provide the Service with reasonable professional care appropriate to a commercial SaaS provider.

Except for express commitments in the Agreement and to the maximum extent permitted by law, Bytend does not warrant that:

- a. the Service will be uninterrupted;
- b. every defect will be corrected immediately;
- c. Customer Data is accurate;
- d. an AI Output is correct;
- e. an Output satisfies a particular regulatory requirement;
- f. third-party datasets remain available or unchanged; or
- g. the Service replaces professional judgment.

17. Limitation of Liability

17.1 Exclusion of Indirect Loss

To the maximum extent permitted by law, neither party is liable to the other for indirect, consequential, incidental or special loss, including:

- a. loss of profit;
- b. loss of revenue;
- c. loss of anticipated savings;
- d. loss of goodwill or reputation;
- e. business interruption;
- f. project delay; or
- g. indirect costs arising from loss or corruption of data.

17.2 Aggregate Liability Cap

To the maximum extent permitted by law, the aggregate contractual liability of either party arising out of or in connection with the Agreement, including the DPA, confidentiality, information-security and contractual data-protection obligations, will not exceed the fees actually paid by Customer to Bytend for the Service during the twelve (12) months immediately preceding the event first giving rise to the claim.

All related events and claims are treated as one aggregate liability for purposes of the cap.

17.3 Payment Obligations

The liability cap does not reduce Customer's obligation to pay fees properly due under the Agreement.

17.4 Mandatory Liability

Nothing in the Agreement excludes or limits liability to the extent such exclusion or limitation is prohibited by mandatory law, including liability resulting from intentional misconduct or gross negligence to the extent it cannot lawfully be limited.

17.5 GDPR Rights and Regulatory Powers

The contractual allocation of liability between Bytend and Customer does not:

- a. restrict the rights of data subjects under applicable data-protection law;
- b. restrict the powers of a competent supervisory authority;
- c. prevent the imposition of an administrative sanction where permitted by law; or

d. modify liability that cannot lawfully be allocated or limited by contract.

17.6 Customer Validation

Without limiting Bytend's liability for its own breach, Bytend is not responsible for loss caused by Customer's unreasonable reliance on an AI-generated or otherwise unvalidated Output where the Agreement expressly required human review or validation.

18. Force Majeure

Neither party is liable for delay or failure to perform an obligation, other than an obligation to pay accrued monetary amounts, to the extent caused by an event beyond that party's reasonable control that could not reasonably have been prevented or overcome.

The affected party must use reasonable efforts to mitigate the effects and resume performance.

If a force-majeure event materially prevents provision of the Service for a prolonged period, either party may terminate the materially affected Service on reasonable written notice.

19. Changes to Terms and Pricing

Bytend may amend these Terms for legitimate business, technical, security or legal reasons.

Material changes that adversely affect an existing paid Customer will normally be communicated at least thirty (30) days before taking effect unless an earlier change is required by law, security circumstances or an urgent third-party dependency.

Material subscription price changes will normally take effect from the next renewal period after reasonable advance notice.

20. Assignment

Customer may not assign the Agreement without Bytend's prior written consent, not to be unreasonably withheld in connection with a bona fide corporate reorganisation.

Bytend may assign the Agreement to an affiliate or in connection with a merger, corporate restructuring, financing, acquisition or transfer of substantially all relevant business assets, provided that the assignee assumes the material obligations applicable to the Service.

21. Notices

Contractual notices must be made in writing.

Notices to Bytend may be sent to **mohamed@bytend.com**, unless Bytend designates another address.

Operational service communications may be delivered to the Customer account administrator, through the Service or by email.

22. Entire Agreement, Severability and Waiver

The Agreement constitutes the entire agreement between the parties concerning the Service and supersedes prior representations relating to the same subject matter, except in cases of fraud or where exclusion is prohibited by law.

If a provision is invalid or unenforceable, the remaining provisions remain effective and the invalid provision will be interpreted or adjusted as closely as legally possible to its intended commercial purpose.

Failure to enforce a right does not constitute waiver of that right.

23. Governing Law and Jurisdiction

The Agreement is governed by the laws of Finland, excluding its conflict-of-law rules.

The parties will first seek to resolve disputes through good-faith negotiations.

Any dispute, controversy or claim arising out of or relating to the Agreement that cannot be resolved amicably will be submitted to the exclusive jurisdiction of the **Helsinki District Court (Helsingin käräjäoikeus)**.