



**General Terms and Conditions –  
Hong Kong**

# General Terms and Conditions – Hong Kong

The General Terms and Conditions of Liana Technologies Oy (Koodiviidakko Oy, 1939962-1. Hereafter Liana) cover all solutions, software services and online services offered by Liana or its controlled entity, including various support tools, online portals and professional services produced by experts and combinations of the above, as well as related instructions and updates (hereinafter referred to as the Services) that Liana licences or makes available to you or the organization you represent (hereinafter referred to as the Customer). The General Terms and Conditions define how and under what conditions Liana offers the Services to its Customers.

By accepting these General Terms and Conditions, the Customer confirms that he/she has read the content of the General Terms and Conditions and undertakes to comply with them.

In addition to the General Terms and Conditions, Liana can offer special terms and conditions regarding the Services (hereinafter the Terms of Service), which may include an individual Service or a set of several Services.

If there is any conflict between the Finnish and English versions of the General Terms or the Terms of Service or descriptions, the English versions shall prevail. The Agreement, these General Terms and Conditions and the Terms of Service shall be governed by Finnish law.

# 1. Definitions

"Agreement" covers Liana's General Terms and Conditions as well as the Terms of Service covering Liana's individual Services or the entity of several Services, that apply to the production and use of the Services.

"AI" is a feature of the Service or a tool in the Service that is based on artificial intelligence, machine learning or similar technologies.

"Author" is a private or legal person defined by Liana or the Customer in Liana's Services who writes content for one or more media or social media or other sources within the scope of the Media Monitoring Service.

"Customer" is the organization you represent using Liana's Services.

"Customer Data" means all information that the customer adds, collects or utilizes through Liana's Services. Customer Data may contain End Users and Recipients as well as unique information related to them.

"End User or Recipient" is a natural or legal person defined by the Customer to whom the Customer produces, publishes or delivers, e.g. electronic communications, through the Liana Service.

"General Terms and Conditions" refers to the General Terms and Conditions mentioned in this document and other material linked to this document, unless otherwise stated.

"Materials Provided by the Customer" are all materials, information and resources added, uploaded, written or otherwise attached materials to the Service by the Customer.

"Online platform" means the Liana Cloud® online platform, which enables the Customer to manage Users and access various Liana Services.

"Online Platform" means the Liana Cloud® web platform that enables the Customer to manage Users and access various Liana Services.

"Personal Data" is any information in Customer Data from which an individual person is identified or can be identified.

"Privacy Policy" means Liana's then-current Privacy Policy.

"Recipient of Press Releases" is a single private, public or legal person in Liana's Services defined by Liana or the Customer, to whom electronic messages are sent using Liana's Services related to press releases.

"Resource" means the number of source, media and contact bases specified in the Customer Agreement for use of the Service.

"Result" means Media Monitoring hits in the Media Monitoring Service.

"Service" is a solution, software service and online service provided by Liana or an entity under its control, including various support tools, online portals and professional services produced by experts and combinations of the aforementioned, as well as related instructions and updates.

"Special Personal Data" is personal information concerning the End User or Recipient, which includes credit or payment card information, bank account identification information, state-issued identification information, genetic and biometric information, health information, children's personal information, race or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sexual orientation and behavior, criminal convictions and similar offences.

"Subcontractor" is a third party designated by Liana that Liana may use to provide the Service.

"Terms of Service" are the special terms and conditions for the Services offered by Liana, which may include a single Service or a set of several Services.

"Third Party Services" are services managed or produced by third parties, such as electronic online services, tools, solutions and expert services.

"User" is employees, representatives, consultants, and other actors of the Customer's organization who are entitled to use Liana Services on behalf of the Customer.

"User Account" means a personal and unique ID created on Liana's Online Platform, which can be utilized to use Liana's Services.

"Online Platform" means the Liana Cloud® web platform that enables the Customer to manage Users and access various Liana Services.

## 2. Implementation of the Services

The utilization of the Liana Services may require the Services to be connected to the Customer's Data. The Customer is responsible for the legality and processing of the Customer Data in accordance with applicable laws and regulations.

Customer may purchase and use the Services through the Online Platform. The use of the Online Platform requires that the User acting on behalf of the Customer to create a personal User Account and to accept the valid General Terms and Conditions and any Terms of Service. Login to the User Account happens with a unique username and personal password or another identification method that enables the use of the Services. The Customer is responsible for not disclosing their personal username or password to a third party. The Customer is also responsible for any use of the usernames in their possession.

If the User Account is not personal, Liana's responsibility for the use of the Services and possible direct and indirect sanctions are fully transferred to the Customer. Liana is also not able to identify the actual user by using log data or other methods in possible abuse situations, and thus cannot respond to the Customer's possible support request regarding the Service. The Customer is also responsible for possible authentication related to various consents, e.g. who in the organization has given consent to marketing communications.

In addition to paying the usage fees, the Customer must also perform their own work to implement the Services. The Customer must, as necessary, make the settings required for use to implement the Services, instruct Liana on the content of the Professional Services, or be responsible for the production of the Materials Provided by the Customer for the Service.

## 3. Content of the Services

Liana has prepared a service description for each Service. The Customer must read and accept the Terms of Service before using the Service. The Customer can take into use and use the Services either independently or with the assistance of an expert provided by Liana. Separate Terms of Service apply to Liana Professional Services.

Liana develops its Services continuously and reserves the right to update, change, delete or completely or partly change the features and functions of the Services. New features may be added to the Services, previous features may change or disappear.

Changes in the Services may also affect the General Terms and Conditions and any Terms of Service. Continuing to use the Services is a proof of acceptance of the amended General Terms and Conditions and Terms of Service. Liana will inform you about any essential changes to the Service on the Online Platform, in connection with the Services or in newsletters sent to Customers well in advance of the changes coming into effect.

As the Service develops or changes, Liana has the right to change the terms of the Agreement. Liana will notify changes related to the Agreement at least one month before their entry into force. If the change is disadvantageous to the Customer, the Customer has the right to terminate the Agreement before the changes take effect by notifying Liana of their desire to terminate in writing to Customer's Liana contact person or to [hello@lianatech.com](mailto:hello@lianatech.com).

## 4. Use of Subcontractors

Liana has the right to use Subcontractors to provide the Services. Upon written request from the Customer, Liana shall provide the necessary information about the Subcontractors used to provide the Services. Liana shall be responsible for ensuring that its Subcontractor complies with the obligations of the Agreement. Liana shall be responsible for the activities of its Subcontractors as for its own.

Liana undertakes to reasonably contribute to ensuring that its Subcontractors cooperate with the Customer and the third party used by the Customer in tasks related to the implementation of the Service, if necessary.

When the Customer uses third parties, e.g. a marketing agency, in Liana's Services, the Customer is responsible for ensuring that the third party it uses is bound by the Agreement and in particular the confidentiality obligations. The Customer is responsible for the actions of the third party it uses as if they were its own.

The third party used by the Customer may not be a direct competitor of Liana. Liana has the right to block the third party used by the Customer from accessing Liana Services if the third party used by the Customer is a direct competitor of Liana. The Customer is responsible for any possible misuse by the third party used by the Customer.

## 5. Use of the Services

Liana grants the Customer the right to use the Service in accordance with the Agreement.

Liana has the right to suspend the provision of the Services, prevent the Customer from accessing the Services, and terminate the Agreement with immediate effect if it finds that the Customer's use of the Service is not in accordance with applicable law or the Agreement or that it significantly disrupts the operations of other Customers or Liana.

The collection, management and processing of special personal data or personal data of minors is fundamentally prohibited in Liana's Services. Liana is not responsible for and denies all direct and indirect responsibilities if Liana's Services have been used to collect, manage or process Special Personal Data or personal data of minors or if they have been processed in violation of the EU General Data Protection Regulation (2016/679 as amended) or other applicable legislation.

Customer may not use the Services for any purpose or in any manner that violates the Agreement, these General Terms and Conditions, the Terms of Service, or applicable laws. The Customer does not have the right to use, copy, exploit or distribute the Services in any other way than what is specifically specified in these General Terms and Conditions or in Terms of Service. The customer has no right to compile, reverse engineer, disassemble or otherwise try to find out or modify the Services or any part of its source code except for those parts that Liana publishes on its own initiative.

The Customer cannot use the Services for any of the following purposes:

- Collecting, sending, distributing, managing or other delivery of private, copyright-protected or trade secret information when the Customer does not have the right to it
- Sending, distributing, managing or other delivery of illegal, defamatory, offensive, disturbing or threatening content
- Sending, distributing, administration or other delivery of false, misleading, fraudulent or third-party content
- Sending, distributing, managing or other delivery of spam
- Sending email or other content or communications to End Users or Recipients without a processing basis as defined in applicable law, such as the EU General Data Protection Regulation
- Sending, distribution, administration, or other delivery of child pornography or content depicting interference with animals
- Malware, botnets, phishing content, denial-of-service attacks, promoting illegal data breaches or unauthorized use
- Storing 3rd party or operator software passwords or credentials

- Impersonating another person or company
- Violating the rights of other persons, Customers or companies
- Any other disruptive or fraudulent use that may interfere with the operation of the Service or the ability of other Customers or Users to use the Services.

## 6. Materials Provided by the Customer and Customer Data

Customer Provided Materials means all materials, information and resources added, uploaded, written or otherwise added or attached to the Service by the Customer, which the Customer intends to publish and otherwise utilize through the Services. These materials do not fall under Liana's intellectual property rights. The Customer warrants that the Customer has the necessary rights to all Customer Provided Materials, including copyrights, and permissions to use, manage and publish them. The Customer is responsible for the accuracy, legality and possible update needs of these materials. The Customer grants Liana all necessary rights to the Customer Provided Materials to provide the Service. The right shall include the right to make copies of the material, unaltered or modified, and to make it available to the public to the extent required by the Service. The Customer's liability for the Customer Provided Materials does not end even if the Agreement between the Customer and Liana ends. This applies in particular to the Customer's need to store Press Releases in the LianaPress service.

The Customer can add, collect or utilize Customer Data through Liana's Services. The Customer's Data may contain End Users and Recipients as well as identifying information related to them, which have been brought to the Service by the Customer or which have been enriched with information collected from the Service or the Services of Third Parties. The Customer's Data can also contain Authors and Recipients of Press Releases.

The Customer, as the data controller, is responsible for the collection, storage, use, deletion, legal basis and other processing of the End User's or Recipient's personal data in the Service in accordance with the EU Data Protection Regulation and other applicable legislation. Depending on whether the Customer or Liana collected the Author's or Recipient's personal data, that party is responsible for the processing of the Recipient's personal data in accordance with the EU Data Protection Regulation and other applicable legislation.

Liana does not have a contractual relationship with the End Users or Recipients of the Services and does not provide user support to them without a separate agreement.

Liana is not a seller or merchant and is not responsible for the online store or its products that are sold to Customers through the Services.

Liana can offer Third Party Services to its Customers. Liana is not responsible for the Third Party Services connected by the Customer to the Service, their operation, the material they contain, or their compliance with the law.

Liana does not disclose customer data, materials, information and resources added to the Service by the Customer or produced through the Service to third parties other than for the purpose of providing the Service.

## 7. AI in the Services

Liana may provide the Customer with Service features or tools based on artificial intelligence, machine learning or similar technologies.

Customer and User are responsible for any text, images or other material that Customer or User uploads or inputs to AI (hereinafter referred to as a "prompt"). Customer and User are responsible for any text, images or other material that AI generates based on the prompt (hereinafter referred to as an "output"). Customer and User should note that the prompt or output is not treated as confidential information, and therefore the prompt should not include any data or material that is restricted by confidentiality, privacy or other applicable laws.

### Service providers

Liana may use service providers to provide artificial intelligence features in the Services. User prompts and output are shared with this service provider to enable the use of AI. User may be subject to the terms and conditions of the service provider when using AI in the Services. These terms and conditions can be viewed in Liana Product-specific Terms of Service, <https://www.lianatech.com/documents.html>.

### Rights and Restrictions

The user has the right to use and exploit the output in accordance with the terms and conditions of the service provider. Liana reserves all rights to the AI features and tools, including algorithms, models and aggregated results produced using the AI features. Liana does not guarantee high availability of the AI due to service provider production outages. Liana reserves the right to change the AI terms and conditions, AI capabilities, usage restrictions and contract terms at any time.

## 8. Availability of the Services

The Service and its content are provided “as is” and Liana does not guarantee uninterrupted operation of the Service. The Services may be subject to announced or unannounced outages. The Service may be temporarily either partially or completely unavailable, e.g. due to updates, repairs, maintenance or reasons beyond Liana’s control (force majeure). Liana is not responsible for the possible effects of such interruptions, outages or force majeure. Liana will strive to restore the Service to use as soon as possible. Liana will notify the Customer of any known or future outages of use by it either by email or through internal notifications in the Services.

Liana is not liable for any direct or indirect damages caused by an interruption of the Service, force majeure, or any error or deficiency detected in the service.

The Availability of the Services is described in more detail in the Liana Service Level Agreement, <https://www.lianatech.com/documents.html>.

## 9. Data Security

At Liana, information security and data protection are top priorities. Our security measures are a collection of continuously updated practices, technologies and tools that are aligned with legislation, regulations and up-to-date threat information. We actively train and share information with our personnel. Other general principles include the principle of least privilege, physically separated backups, comprehensive logging and metrics, firewalls and static security tests in development pipelines. Information security-related issues are described in Liana Information Security Guidelines, <https://www.lianatech.com/documents.html>.

Liana tests and maintains the data security of the Services and corrects any critical data security findings known to Liana without delay. It is the Customer's responsibility to update third-party add-ons connected to the Service if necessary. Liana is not responsible for the data security or operation of Third Party Services.

The Customer has the right to request an audit, in which case the Customer or a third party designated by the Customer, who is not a direct competitor of Liana, may conduct an audit to verify Liana's compliance with its obligations under this Agreement. The Customer is responsible for ensuring that, prior to the commencement of the audit, the third party designated by it has signed a confidentiality agreement reasonably required by Liana. The confidentiality agreement shall not prevent the reporting of the results of the audit to Liana. The Customer has the right to request an

audit referred to in this paragraph every twelve (12) months. Liana shall assist the Customer and the third party in conducting the audit by reasonable means.

Each Party is responsible for the costs incurred by the Party for the audit, and the Customer is responsible for the fee and expenses of the third party it appoints. If critical deficiencies are detected during the audit, Liana will correct the deficiencies without delay, however no later than thirty (30) days from the Customer's written notification, unless the Parties separately agree otherwise. Material or critical deficiencies that pose an obvious threat to data protection must be corrected without undue delay.

Liana monitors the status of the Services and, if it detects interference with the Services or systematic search for vulnerabilities, Liana may temporarily block the Customer's access to the Service to ensure information security. Liana will report unauthorized intrusion attempts to the Customer and the authorities.

## 10. Data Protection

Liana processes the Customer's personal data carefully and responsibly. It is important for Liana to take care of the Customer's privacy and to be transparent about the processing of personal data. Liana complies with the EU General Data Protection Regulation and other applicable legislation in all processing. Liana stores information about the Customer and Users in Liana's customer register.

Liana collects and processes information related to the User's device and the User. The information and its purposes may vary according to the Services.

More detailed information is provided in Liana's Privacy Policy:  
<https://www.lianatech.com/privacy-policy.html>.

## 11. The Price of the Services

The use of the Service requires the Customer

- To pay for the Service in advance using a payment method specified by Liana,
- To pay the monthly, quarterly or annual subscription period,
- To pay for add-ons, added users, or other for functionality ordered during the subscription period according to agreed schedule or,
- To commit to pay for the Service based on the amount of its use according to agreed schedule

Some of the Services may include a free trial period. If the Customer does not terminate the Service during the trial period, a paid subscription period will begin after the trial period without separate notice. The use of the Service requires the Customer to save credit card payment information on the Online Platform.

A prerequisite for the Service to be invoiced in arrears is that the person placing the Order has the right to sign for the Customer Company. In addition, the credit information of the company or entity placing the order must be unimpaired. Liana reserves the unilateral right not to grant the possibility of invoicing in arrears.

Liana has the right to change the recurring fee for the Services by notifying the Customer of the change and the reasons for the change in writing at least 60 days before the change takes effect. In such a case, the Customer has the right to terminate the Agreement for the Service in question to end on the effective date of the price change by notifying Liana in writing to the Customer's contact person or [hello@lianatech.com](mailto:hello@lianatech.com) at least 30 days before the effective date of the change. In such a case, the Customer has the right to terminate the Service in question simultaneously also for other Services that the Customer can no longer use in essential respects due to the aforementioned termination. The price change has no effect on the prices of subscription periods that began and were paid for before its effective date.

The prices include the valid public fees imposed by the authorities when the Agreement enters into force, with the exception of value added tax. Liana adds VAT to the prices in accordance with the regulations in force at any given time.

Liana has the right to invoice recurring payments or other payments invoiced in periods in billing periods agreed in writing in advance or, if invoicing periods have not been agreed in writing, monthly in advance. Liana had the right to invoice the Customer for the fees for the Professional Services monthly afterwards, and other payments based on the delivery after the relevant delivery or part of it.

The Agreement is valid until further notice or for the period specified in the agreement. The Agreement's invoicing period is defined in the Agreement (for example 1 month, 3 months, 6 months or 1 year). Either party can terminate the Agreement which is valid until further notice with three (3) months' notice in writing. The Agreement valid until further notice will then expire on the last day of the third month, calculated from the next full calendar month. A fixed-term contract cannot be terminated in the middle of the contract period. After the fixed-term contract period, the contract will continue as an agreement valid until further notice, unless the other party has terminated the contract at the latest three months before the end of the contract period to end at the end of the fixed-term contract period. Termination may affect the implementation of the billing period of the contract.

Liana has the right to collect service fees until the end of the notice period. Service fees already paid will not be refunded. Liana can terminate the contract if the Customer has failed to pay an overdue payment and the delay has continued for 28 days from the due date of the unpaid invoice. The Customer has been declared bankrupt or in liquidation, the Customer has been declared insolvent in a foreclosure, the Customer is disrupting other network traffic, or the Customer is using the service in violation of the Agreement or these General Terms and Conditions.

The payment term is 14 days net from the date of the invoice. Interest on late payment is in accordance with the Interest Act.

## 12. Intellectual Property Rights of the Service

The Services produced by Liana enjoy copyright protection as a written work under applicable law. The copyright in the Services belongs exclusively to Liana.

Liana can use software owned by third parties and open source software to implement the Services. The copyright of such software belongs to its authors. Liana informs about third-party components in the event that the third party requires the end user to be informed. The license or component terms in question may supersede a part of these General Terms and Conditions and they will be announced separately in the Terms of Service.

## 13. Liana's liability for intellectual property rights infringements

Liana is responsible for ensuring that the Service does not infringe the intellectual property rights of third parties in Finland. If a claim is made against the Customer that the Service infringes the intellectual property rights of a third party, Liana, if necessary, will defend the Customer at its own expense. This requires that the Customer immediately informs Liana in writing of the claim presented and gives Liana the right to use the defendant's authority to speak. The Customer is also obliged to assist in the investigation of the matter by providing information and authorizations that Liana may need to investigate the matter. Liana is responsible for paying any awarded or agreed compensation to the third party if the Customer has acted in accordance with the above.

Liana is not responsible for a claim of infringement that (a) is made by an entity that has control over the Customer or over which the Customer has control; (b) the reason is the written instructions given by the Customer, the content produced in the Service, or a change made to the Service; or (c) the infringement results from using the Service in conjunction with a product or service other than one supplied or approved by Liana.

Liana's responsibility for infringements of the intellectual property rights of the delivered object is limited to what is agreed in this section.

If the Service is fixed-term or valid until further notice Service billed as recurring payments, Liana's liability for damages in total is at most the calculated VAT-free monthly price of the Service containing the error at the time of the violation, multiplied by three.

## 14. Transferring the contract

Liana has the right to transfer the Agreement, including its rights and obligations, in whole or in part, when transferring its business to a transferee, unless otherwise provided for by mandatory legislation. The Customer does not have the right to transfer the Agreement in whole or in part to a third party without Liana's written consent.

Liana has the right to transfer its receivables based on the Agreement to a third party (for example, a collection agency) by notifying the Customer of the transfer in writing.

## 15. Settlement of Disputes

A claim regarding a monetary claim can be resolved in the general court of the defendant's place of residence, if the defendant does not dispute their payment obligations. Otherwise, disputes arising from the Agreement will be settled definitively in arbitration in accordance with the following

- The Small Claims Tribunal is handling contracts with an amount max. HKD75,000.00
- The District Court is handling contracts with an amount between HKD75,000.00 to HKD3 Million
- The High Court handling contracts with an amount over HKD3 Million onward

## 16. Validity of the General Terms and Conditions and amendment the terms of the conditions

These General Terms and Conditions are valid from 30th of January 2025 until further notice. Liana reserves the right to update the General Terms and Conditions. The updated version will enter into force on the date of publication. Any changes will be notified separately to the Customers by email or as a visible notice within the Services. If the Customer wishes to object to changes made to the General Terms and Conditions, the Customer must contact the Customer's contact person at Liana or [hello@lianatech.com](mailto:hello@lianatech.com) in writing within 30 days of the moment Liana has informed about the changes.