

## LIIKENNEVIRTA LTD GENERAL TERMS AND CONDITIONS FOR THE CHARGING SERVICE

### 1 Scope of application and definitions

- 1.1 These General Terms and Conditions pertaining to the delivery of the Charging Service apply to the Charging Service sales between Liikennevirta Ltd (Charging Service Vendor) and its customer (Chargeable Vehicle User). These General Terms and Conditions are part of the charging service agreement between the Charging Service Vendor and the Chargeable Vehicle User, with which the Chargeable Vehicle User purchases the right to charge energy from the Charging Service Vendor at a public or other Charging Station and/or Point intended for joint use. These Terms and Conditions do not apply to the sales or delivery of electricity.
- 1.2 “**Charging Service Vendor**” is a charging business operator that offers Charging Service to Chargeable Vehicle Users. The Charging Service Vendor also determines the pricing of the Charging Service at each particular moment at its discretion. In these General Terms and Conditions, the Charging Service Vendor refers to Liikennevirta Ltd.
- 1.3 “**Chargeable Vehicle**” refers to an electric vehicle defined in the proposal for a directive of the European Parliament and of the Council on the deployment of alternative fuels infrastructure (or later in the final directive).
- 1.4 “**Chargeable Vehicle User**” is a party that has concluded an agreement on Charging Services with a Charging Service Vendor and/or a Charging Point Holder. The Chargeable Vehicle User can be a natural person or a legal person, such as a limited company, a general partnership, a partnership or a sole trader or branch established for business activity. Below, the term “consumer” is also used when referring to a natural person.
- 1.5 “**Contractual Parties**” refer to the Charging Service Vendor and the Chargeable Vehicle User together.
- 1.6 “**Charging Point Holder**” is a charging business operator that owns Charging Points and/or operates them. The Charging Point Holder determines the pricing for the use of a Charging Point at its discretion and offers the Charging Point to be included within the scope of joint use.
- 1.7 “**Charging Station**” refers to an entity of one or more Charging Points where a Chargeable Vehicle can be charged.

- 1.8 “**Charging Service**” refers to a service compliant with these Terms and Conditions and offered to the Chargeable Vehicle User on the basis of which the Chargeable Vehicle User may use Charging Points and access related services.
- 1.9 “**Charging Points**” refer to those slow and quick charging points that make it possible to feed electricity directly to a Chargeable Vehicle with a maximum power of 22 kW (a slow charging point) or with power of more than 22 kW (a quick charging point).
- 1.10 “**RFID Charge Card**” refers to a card delivered to the Chargeable Vehicle User, enabling the identification of the Chargeable Vehicle User at a Charging Station and/or Point.
- 1.11 “**Balancing Power**” refers to the change of the charging speed or the interruption of the charging of the Chargeable Vehicle or the feeding of the energy stored in the battery of the Chargeable Vehicle into the grid. The party in charge of the electricity system (the main grid operator, in Finland Fingrid Plc) is under an obligation to make preparations for sudden imbalances in the electricity system. In case of disruption, the main grid operator must quickly either increase production of electricity from other resources or reduce consumption. The Charging Points may be automatically issued a command to decrease charging power in case of disruption. The charging interruption usually lasts only a short period of time.

## 2 Concluding the charging service agreement

- 2.1 The charging service agreement is concluded between the Contractual Parties either until further notice or for a fixed period.
- 2.2 The charging service agreement is concluded in electronic format in Liikennevirta Ltd’s online service at liikenne.virta.fi. Upon the conclusion of the charging service agreement, the Chargeable Vehicle User shall sign up as a user of the Charging Service and commit to adhering to these General Terms and Conditions for the Charging Service.
- 2.3 If one of the Contractual Parties is a consumer, the regulations set out in the Finnish Consumer Protection Act (38/1978) with regard to the confirmation of information in distance selling shall be adhered to, in addition to the above. After the conclusion of the charging service agreement, the consumer shall be sent a confirmation notification either by mail or electronically, stating the following: 1) the name and address of the Charging Service Vendor as well as the Vendor’s location if this is not expressed in the address; 2) the main features of the Charging Service; 3) the price, handling charges and payment terms of the service; 4) other terms and conditions applicable to the charging service agreement; 5) information and instructions for exercising the cancellation right and the fact that the charging service agreement cannot be cancelled after the execution of the service has been started with the

consumer's consent;

6) address and contact details to which the consumer can submit his/her complaint; 7) information about the guarantee and the available repair and maintenance services; and 8) terms and conditions for terminating the charging service agreement if the agreement is valid until further notice or for a period exceeding one (1) year.

- 2.4 As referred to in Item 2.3 above, the consumer shall have the right to cancel the charging service agreement by informing the Charging Service Vendor of the cancellation within fourteen (14) days of the receipt of the confirmation notification. Nevertheless, the consumer shall not have the cancellation right if the delivery of the Charging Service and the charging of the Chargeable Vehicle has been started before the end of the cancellation period.

### **3 Rights and obligations of the Contractual Parties in the delivery of the Charging Service**

- 3.1 The Charging Service Vendor shall be entitled to require that the electrical equipment and installations of the Chargeable Vehicle meet the requirements set out in the legislation, official regulations and the charging service agreement as well as other technical requirements required for the delivery and use of the Charging Service. The requirements can be found in the online service of the Charging Service Vendor as well as at Charging Points. The Charging Service Vendor shall not be responsible for any aspects related to the delivery or non-delivery of the Charging Service if this results from the Chargeable Vehicle not meeting the requirements mentioned above.
- 3.2 The use of a Charging Station and/or Charging Point requires that the Chargeable Vehicle User identifies him-/herself either with an RFID Charge Card or other technical devices or means (such as a mobile application and an SMS) provided by the Charging Service Vendor. The identification must be carried out before the charging of the Chargeable Vehicle.
- 3.3 The Charging Service Vendor shall deliver the RFID Charge Card by mail to the Chargeable Vehicle User to the address that the User has indicated in connection with the conclusion of the charging service agreement. The Chargeable Vehicle User shall be responsible for storing the RFID Charge Card carefully and seeing to it that the Card does not fall into unauthorised hands. The Chargeable Vehicle User shall be responsible for all actions that have been executed with the RFID Charge Card within the limits of the access rights during the validity of the card. The above also applies to the actions executed with other Chargeable Vehicle User's credentials required for the use of the Charging Service. The Chargeable Vehicle User must immediately inform the Charging Service Vendor of the loss of the RFID Charge Card, after which the card is voided by the Charging Service Vendor without delay. The voiding of the RFID Charge Card is communicated to the Chargeable Vehicle User separately. In case the RFID Charge Card is lost, the Chargeable Vehicle User receives a new RFID Charge Card,

which may be subject to a separate charge.

3.4

When charging a vehicle, the Chargeable Vehicle User must see to it that the usage instructions of the Charging Station and/or Charging Point are

adhered to carefully. The Chargeable Vehicle User shall be liable for all damage caused by him-/herself to the Charging Service Vendor due to a Charging Point being damaged and/or broken if the Chargeable Vehicle User has not adhered to instructions provided and/or the damage has been caused by the negligence of the Chargeable Vehicle User. The Chargeable Vehicle User must immediately notify the Charging Point Holder of any defect or problem he/she detects at a Charging Station and/or Charging Point according to the instructions at the Charging Station and/or Charging Point or other material delivered to the Chargeable Vehicle User.

- 3.5 The Charging Service Vendor shall not be responsible for any potential disruptions, delays or errors in the Chargeable Vehicle Charging Service, the smoothness of use, the non-functionality of an RFID Charge Card or other technical means of identification or other damage caused by issues related to the use or functionality of the Charging Service. In addition, the Charging Service Vendor shall not be responsible for any potential disruptions, delays or errors in the operations of an external service provider, the smoothness of use or other damage caused by issues related to the use or functionality of the Charging Service. If one of the Contractual Parties is a consumer, the regulations set out in Chapters 5, 8 and 9 of the Finnish Consumer Protection Act (38/1978) shall be adhered to, as applicable, with regard to the delivery of the Charging Service and the consequences of a delay.
- 3.6 In order to prevent damage or if damage is threatened or has already occurred, the Contractual Parties shall take all damage prevention or limitation measures that can be reasonably demanded and required of a Contractual Party.

#### **4 Service price list, invoicing, interest for late payment and Charging Service interruption**

##### 4.1 Service price list, invoicing and interest for late payment

- 4.1.1 For the use of the Charging Service, the Chargeable Vehicle User shall be charged fees according the service price list valid at that particular moment or fees that have been otherwise communicated to the Chargeable Vehicle User. The service fees valid at each particular moment have been defined in more detail at Liikennevirta Ltd's website at [liikenne.virta.fi](http://liikenne.virta.fi) and/or in the map service offered by Liikennevirta Ltd at [app.virta.fi](http://app.virta.fi).

- 4.1.2 The use of the Charging Service shall be paid for on a prepaid basis so that the Chargeable Vehicle User transfers the desired amount of money to his/her customer account to be used for the Charging Service. After each charging transaction, the amount corresponding to the transaction is charged from the customer account. The Charging Service Vendor shall deliver a monthly receipt of the use of the Charging Service, including each charging transaction executed during the month in question. The Chargeable Vehicle User must see to it that his/her customer account has sufficient balance for the charging transaction.

The Chargeable Vehicle User may transfer money to his/her customer account at any time.

The Chargeable Vehicle User may also enable automatic debits, in which case the User's payment card will be automatically charged for a certain amount when the balance of the customer account falls under a certain limit as indicated by the Charging Service Vendor at that particular moment. The payment service is provided by a partner of the Charging Service Vendor.

4.1.3 If the customer account of the Chargeable Vehicle User is overdrawn, the Charging Service Vendor shall be entitled to charge reasonable expenses and costs incurred to it by the overdraft as well as interest for late payment for the overdraft amount pursuant to the Finnish Interest Act (633/1982). The interest for late payment shall be charged starting from the date of the overdraft.

4.1.4 The Charging Service Vendor shall be entitled to collect a minimum charge of EUR 1 per month to cover costs related to the customer relationship maintenance. If the value of the charging transactions of the month in question exceeds the amount of EUR 1, the minimum charge will not be collected.

## 4.2 Charging Service interruption

4.2.1 The Charging Service Vendor shall be entitled to include services related to the use of Balancing Power within the scope of this agreement. The party in charge of the electricity system (the main grid operator, in Finland Fingrid Plc) is under an obligation to make preparations for sudden imbalances in the electricity system. In case of disruption, the main grid operator must quickly either increase production of electricity from other resources or reduce consumption. The Charging Points may be automatically issued a command to decrease charging power in case of disruption. The charging interruption usually lasts only a short period of time. The Terms and Conditions of this Item 4.2.1 shall enter into force at the earliest during 2015. The Charging Service Vendor shall be entitled, if necessary, to change the Terms and Conditions according to Item 5.1.

4.2.2 The Charging Service Vendor shall be entitled to interrupt the provision of the Charging Service temporarily for the duration of necessary maintenance and update actions. Furthermore, the Charging Service may be interrupted in order to ensure power system and electricity balance management, quality of electricity supply or other similar aspects.

4.2.3 The Charging Service Vendor shall be entitled to refuse to provide the service and to immediately interrupt the service delivered to the Chargeable Vehicle User if official regulations or court orders so require or if it is suspected that the Charging Service is used without permission, against the Terms and Conditions of the charging service agreement or otherwise unlawfully or inappropriately considering the purpose of the Charging Service.

- 4.2.4 The Charging Service Vendor shall inform, in advance if possible, the Chargeable Vehicle User electronically or in another manner considered suitable by the Vendor of the reason for the Charging Service interruption and the time of the service delivery interruption.
- 4.2.5 If the delivery of the Charging Service is interrupted due to a reason caused by the Chargeable Vehicle User, the Chargeable Vehicle User shall not be released from payment or other obligations to the Charging Service Vendor. In addition, the Charging Service Vendor shall be entitled to charge a reasonable fee for sending a written or electronic interruption notification, plus potential handling charges, from the Chargeable Vehicle User.

## **5 Changing Terms and Conditions or prices, transfer and termination of the agreement**

- 5.1 The Contractual Parties may jointly agree on changing the charging service agreement. The Charging Service Vendor also reserves the right to change the Terms and Conditions of the charging service agreement by notifying the Chargeable Vehicle User of this electronically or in another written manner considered suitable by the Vendor, provided that the notification is made at least three (3) weeks in advance and the change to the agreement is reasonable considering the price and other influencing factors.
- 5.2 The Chargeable Vehicle User may not transfer the charging service agreement to a third party. The Charging Service Vendor shall be entitled to transfer the charging service agreement to another charging service vendor. The Terms and Conditions of the charging service agreement may not be changed in connection with the transfer. The Chargeable Vehicle User shall be informed of the transfer at the latest in connection with the first invoice from the new Charging Service provider.
- 5.3 A fixed-term charging service agreement terminates at the end of the term or due to being dissolved.
- 5.4 A charging service agreement that is valid until further notice terminates due to being terminated or dissolved. Each Contractual Party may terminate the charging service agreement with a termination period of two (2) weeks, unless otherwise agreed.
- 5.5 The Charging Service Vendor shall be entitled to dissolve the charging service agreement if the Chargeable Vehicle User has materially violated his/her obligations that are based on the charging service agreement or if the Charging Service has been interrupted as described above under Item 4.2.3 due to the Chargeable Vehicle User's actions or negligence if it is suspected that the Charging Service is used without permission, against the Terms and Conditions of the charging service agreement or inappropriately considering the purpose of the Charging Service. The Chargeable Vehicle User shall be entitled to dissolve the charging service agreement if the Charging Service has remained interrupted for more than one (1) day (24 hours) unless the delay is due to force majeure.

## **6 Resolving disputes**

- 6.1 Disputes arising from the charging service agreement shall be processed at the district court of the domicile of the Charging Service Vendor, unless otherwise agreed.
- 6.2 If the Chargeable Vehicle User is a consumer, he/she shall be entitled to submit disputes arising from the interpretation of this charging service agreement to be processed at the Consumer Disputes Board. In addition, a Chargeable Vehicle User with a consumer status may submit the dispute to be resolved at the district court of his/her place of residence.