

## GENERAL TERMS OF USE FOR THE SMART HOME APPLICATION

### 1. General

- 1.1. Vaasan Sähkö Myynti Oy ("**Vaasan Sähkö, we, our**") provides the smart home application (the "**App**") to the company's electricity customers ("**customer, you**") in accordance with these general terms of use ("**Terms**"). The App and its service package are further referred to in these Terms as the "**Service**".
- 1.2. In the App, you can see information about your electricity contract, your bills, and your electricity consumption. Available products, including the Power Hub hardware, and services that you can use through the App may vary in scope and design over time and are subject to separate terms and conditions.
- 1.3. Please note that these Terms apply only between you and Vaasan Sähkö and not between you and other hardware or software technology providers used in conjunction with the App.

### 2. User requirements

- 2.1. To be entitled to use the App and the services provided in connection with the App, you need the consent of the electricity contract owner. Access to the App requires that you accept these Terms and Conditions and that you, or the household you are part of, have a valid electricity contract with Vaasan Sähkö.
- 2.2. By agreeing to the Terms, you confirm that (i) you do not reside or are located in a country or state subject to sanctions or similar measures imposed by the EU or the United States and that you do not in any way plan to use the App and its services in such country or state, and (ii) you are not registered on any sanctions list issued by the EU or the United States.
- 2.3. If for any reason you are not entitled to use the App or our services and/or are subject to any of the aforementioned restrictions, you undertake to immediately stop using the App and immediately terminate the agreement relating to the App. If Vaasan Sähkö becomes aware that any of the above restrictions apply to you, Vaasan Sähkö reserves the right to terminate the Agreement with immediate effect and suspend your access to the App.



### 3. Your right to use the App

By accepting these Terms, you are granted a non-exclusive, non-transferable and revocable license for the duration of the license to install and use the App on the mobile device that you own and control. The license applies to any updates or new versions of the App provided to you by Vaasan Sähkö.

### 4. Using the App

- 4.1. You are obliged to use the App and the Service in accordance with these Terms, the law, and good practice. The device on which you wish to use the App must be compatible with the system and technical requirements applicable to the App from time to time. If your device does not meet these requirements, it may limit your ability to use the App, in whole or in part, and negatively impact your user experience.
- 4.2. You understand that all orders and instructions submitted to Vaasan Sähkö using your login details are, regardless of who submitted the order or instruction, binding on you. You undertake to:
  - a) take all reasonable steps to protect and manage your security solution in such a way that no unauthorized person can access it, such as by ensuring, when using the security solution via a mobile device, that you use the mobile device's applicable security features, such as a phone lock code; and
  - b) to contact Vaasan Sähkö immediately if you suspect that someone unauthorized is using, has used, or will use the App via your authorization.

### 5. Third-party services and material

- 5.1. The App may from time to time provide you with the ability to interact with certain third-party services, i.e. applications or software provided by third parties ("**Third-Party Services**"). Vaasan Sähkö reserves the right, without prior notice to you, to unilaterally and without cause add, limit, or discontinue the availability of Third-Party Services. Vaasan Sähkö is not liable to you for any Third-Party Service and/or its content or other third-party material.



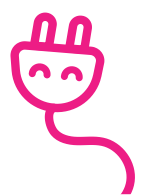
- 5.2. Your use of Third-Party Services in the App is subject to separate terms and conditions between you and the provider of the Third-Party Service.
- 5.3. Some Third-Party Services may request or require access to your personal data. The processing of such data will be handled in accordance with the specific third party's privacy policy and is thus not subject to the data security conditions set out in the Terms.
- 5.4. Vaasan Sähkö does not provide support to you for problems caused by or related to Third-Party Services.

## 6. Intellectual property rights

- 6.1. All intellectual property rights relating to the App belong to Vaasan Sähkö and its licensors. Vaasan Sähkö and its licensors own all intellectual property rights to all information provided via the App and to all other published material, logos, images, videos, databases, and the like. You are not entitled to use any material described in this paragraph without the written permission of Vaasan Sähkö unless your use of it is necessary for you to use the App in accordance with these Terms.
- 6.2. You may not (and may not attempt to) (i) reverse engineer, decompile, or disassemble the code of the App except to the extent permitted by mandatory law, (ii) circumvent any technical limitations of the App, (iii) make more copies of the App than permitted by mandatory law, (iv) make the App available for others to copy, or (v) transfer, distribute, sublicense, rent, lease, or lend the App.

## 7. Error in the App

- 7.1. In the event of any errors, accessibility problems, or other performance problems in the App, you can contact Vaasan Sähkö in the manner indicated from time to time in the information in the App or on Vaasan Sähkö's website.
- 7.2. Right to control consumption



- 7.3. Vaasan Sähkö has the right to control the consumption of such devices that enable control via the App interface in case of unpredictable and temporary disturbances in the electricity market in order to minimize costs for the balance responsible party.

## 8. Accessibility, shutdown, and fault repair

- 8.1. Vaasan Sähkö does not guarantee the availability or functionality of the App or the Service. Vaasan Sähkö may occasionally need to restrict the availability of the App and the Service or suspend its provision for security reasons, decisions by the authorities, or technical or maintenance reasons.
- 8.2. Vaasan Sähkö may also, without prior notice to you, block your access to the App in whole or in part in the event of, among other things, (i) repeated unsuccessful login attempts to the App, (ii) suspicion of unauthorized use of login information, (iii) if you violate guidelines issued by Vaasan Sähkö or a third party regarding the App, security solution, or we have reasonable grounds to assume that the App may be used in violation of the Terms or in violation of applicable legislation, ordinance, or government regulations, (iv) when using the App, you act in a way that may cause damage to Vaasan Sähkö, its licensors, or other third parties.
- 8.3. Vaasan Sähkö is not liable for any direct, indirect, or consequential loss or damage suffered by you or any other person as a result of such restricted availability or blocking of the App and the Service.
- 8.4. Any disruptions and errors in the App are repaired within normal working hours and as soon as possible given the work situation. Vaasan Sähkö is not liable for any inconvenience caused by the repair operations.

## 9. Warranty, liability, and limitation of liability

- 9.1. The App and the Service are provided without warranty. The App is provided on an "as is" basis and you are responsible for your use of the App and the technical equipment, software, and other devices required to use and access the App. Vaasan Sähkö, its group companies, and the service providers that together with Vaasan Sähkö offer the Service and provide the App to you are not liable for any damage caused by your failure to comply with your



obligations under the Terms or Vaasan Sähkö's instructions, or if you have not complied with the provisions of any special terms and conditions applicable to the respective mobile application trading site where you are given access to the App. Vaasan Sähkö, its group companies, and the service providers that together with Vaasan Sähkö offer the Service and provide the App are not liable for any damage that you may suffer as a result of the App and the Service not meeting your expectations.

- 9.2. To the extent not prohibited by law, Vaasan Sähkö, its group companies, and/or the service providers that together with Vaasan Sähkö offer the Service and provide the App will under no circumstances be liable for any direct, indirect, incidental, or consequential damages to person or property, or economic damages including but not limited to compensation for lost profits, revenue, business value, use, or content however arising.
- 9.3. You are obliged to indemnify Vaasan Sähkö for any damage caused to Vaasan Sähkö due to your use of the App, for example, if your use causes operational disturbances, interruptions, or damage.

## 10. Fees and charges

- 10.1. Vaasan Sähkö is entitled to charge a monthly fee for the use of the App and the Service. When changing the pricing of the App and the Service, Vaasan Sähkö follows the practice set out in the general terms and conditions of electricity sales for electricity contracts.
- 10.2. Any use of Vaasan Sähkö's products, for example, the Power Hub hardware, and services via the App is subject to the terms and conditions and fees applicable to such products or services as separately agreed with Vaasan Sähkö. You are responsible for communication and subscription fees and any other costs for necessary equipment.

## 11. Personal data and data security

- 11.1. The Parties recognize that it is not possible to fully guarantee information security in an electronic network environment. You as a user are responsible for the appropriate data security of your own information system, devices, and connections required to use the App and the Service. You are also responsible

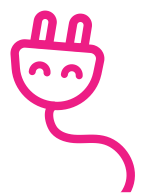


for ensuring that the devices and connections in question do not cause damage, disruption, or harm to Vaasan Sähkö or third parties. You undertake to notify Vaasan Sähkö immediately if your username is misused.

- 11.2. Vaasan Sähkö is not liable for any damage caused to you by data security risks (for example, computer viruses). Vaasan Sähkö is also not liable for any damage that may be caused to you by the loss or disappearance of information in the data network.
- 11.3. In the App, your personal data and that of other registered customers is processed in accordance with Vaasan Sähkö's current privacy policy, which is available at [vaasansahko.fi/privacy-policy-data-protection-and-directories](https://vaasansahko.fi/privacy-policy-data-protection-and-directories) and which contains more information about your rights regarding the processing of your personal data.

## 12. Contract duration and termination

- 12.1. The Agreement comes into force when you accept these Terms and Conditions and start using the App. The agreement is valid until further notice as long as you use the App.
- 12.2. You have the right to terminate the contract at any time with immediate effect. You terminate the Agreement by ceasing all use of the App and deleting all full or partial copies of the App. If you resume your use of the App, these Terms will again apply between Vaasan Sähkö and you for such use and will apply until further notice.
- 12.3. Vaasan Sähkö has the right to terminate the contract at any time, at the earliest one (1) month after the date of termination.
- 12.4. Vaasan Sähkö also has the right to terminate the contract with immediate effect according to paragraph 2 above and if:
- a) you use the App in violation of any applicable law, regulation, or binding governmental order; or
  - b) it can be assumed that you will not fulfill your obligations under these Terms and Conditions or other obligations that exist towards Vaasan Sähkö or companies in Vaasan Sähkö's group.



- 12.5. Vaasan Sähkö has the right to delete from its records customer accounts and usernames that have not been used for more than six (6) months.

### 13. Changing the Terms and the App

Vaasan Sähkö reserves the right to make changes to the Terms. The amended Terms will take effect once you have accepted the amended Terms in the App or otherwise continued to use the Service to which the amended terms of use apply. Vaasan Sähkö also reserves the right to continuously develop, expand, restrict, or otherwise change the design, technical specifications, systems, and other functions of the App.

### 14. Transfer right

Vaasan Sähkö has the right to transfer this agreement to another Service Provider. The terms of the contract cannot be changed in connection with the transfer. The new Service Provider shall notify you, the customer, of the transfer within a reasonable time.

### 15. Applicable law

- 15.1. The Agreement and these Conditions are governed by Finnish law with the exception of conflict of law provisions.
- 15.2. Any disagreements concerning the Terms and the Agreement will be settled in the first instance by negotiation. If this is not possible, you have the right to refer the dispute to the district court in your place of residence.

