

Helen General Terms of Charging

1. Scope of application

1.1. These general terms (hereinafter referred to as "**General Terms**") are applied to the sales of the Charging Service, taking place through the Application or through Direct Payment Access, between Helen Ltd (hereinafter referred to as "**Helen**" or "**Charging Service Provider**") and Helen's customer (hereinafter referred to as "**Customer**"). These General Terms are part of the agreement (hereinafter referred to as the "**Agreement**") between Helen and the Customer concerning the Charging Service. The use of the Charging Service requires approval of and compliance with these General Terms.

1.2. The Customer and Helen are referred to jointly as the "**Contracting Parties**" and separately as the "**Contracting Party**".

2. Definitions

2.1. "**Customer**" refers to the Consumer and user of the Rechargeable Vehicle who uses the Charging Service by, for example, initiating a Charging Event at a Charging Point.

2.2. "**Personal Data**" refers, as indicated in Data Protection Legislation, to all data relating to an identified or indirectly identifiable natural legal person.

2.3. "**Consumer**" refers to the Customer who is a natural person in accordance with the Consumer Protection Act (38/1978).

2.4. "**Terms of Use**" refers to the terms and obligations drawn up by Helen and valid at any given time that the Customer agrees to comply with when registering in the Application or initiating a Charging Event.

2.5. "**Rechargeable Vehicle**" refers to an electric vehicle (such as a fully electric vehicle or a plug-in hybrid vehicle).

2.6. "**Charging Station**" refers to a site consisting of one or more Charging Points where a Rechargeable Vehicle can be charged.

2.7. "**Charging Service**" refers to the service (including Roaming or Direct Payment Access) provided to the Customer in accordance with these General Terms, on the basis of which the Customer may use Charging Points, in other words, charge their Rechargeable Vehicle with electric energy, in locations included in the scope of Helen's Charging Service, either at a) shared Charging Points or b) private Charging Points that the Customer is entitled to use, and on the basis of which the Customer may have access to related services.

2.8. "**Charging Service Provider**" refers to a company engaged in charging business that provides the Charging Service to users of Rechargeable Vehicles. In these General Terms, Charging Service Provider refers to Helen.

2.9. "**Charging Point Owner**" refers to a company engaged in charging business that owns and/or operates the Charging Points. The Charging Point Owner sets the price for the use of the Charging Point at their discretion and provides the Charging Point for shared use.

2.10. "**Charging Point**" refers to the slow and/or fast charging points that enable the transfer of electricity directly to a Rechargeable Vehicle.

2.11. "**Charging Tag**" refers to a physical token delivered to the Customer that enables the Customer to be identified at a Charging Station and/or Charging Point.

2.12. "**Charging Event**" refers to a situation where the Customer charges the battery of a Rechargeable Vehicle with electric energy at a Charging Point by means of the Charging Service. The Charging Event is often used as the basis of payment.

2.13. "**Direct Payment Access**" refers to a one-off Charging Event, in other words, an event where the Customer pays for a Charging Event at a shared Charging Point included in Helen's Charging Service by using a Payment Terminal without registering with the Charging Service or in the Application.

2.14. "**Payment Terminal**" refers to a terminal at the Charging Point or Charging Station, a website address or a similar device or method used by the Customer to pay for the Direct Payment Access.

2.15. **"Roaming"** refers to the charging of a Rechargeable Vehicle at a Charging Station or Charging Point that is not operated or owned by the Charging Service Provider but is included in the charging network of the Charging Service Provider and is, therefore, included in the scope of the Charging Service, and the provision of the Charging Service.

2.16. **"Agreement"** refers to the Agreement between the Charging Service Provider and the Customer concerning the Charging Service.

2.17. **"Application"** is a mobile application/mobile interface provided by the Charging Service Provider which the Customer can download in order to sign up for the Charging Service, verify their identity at a Charging Point and use the Charging Service.

2.18. **"Regulating Energy"** refers to the changing of the charging speed of a Rechargeable Vehicle or the interruption of charging or the feeding of energy stored in the battery of a Rechargeable Vehicle into the electricity network.

2.19. **"Data Protection Legislation"** refers to the Finnish Data Protection Act (1050/2018; as amended) and the EU's General Data Protection Regulation (679/2016), as well as other valid and applicable data protection legislation and the instructions and binding regulations issued by the data protection authorities.

3. Conclusion of the Agreement and registering with the Charging Service

3.1. The Agreement is concluded between the Contracting Parties either until further notice or for a fixed period. Unless otherwise agreed, the Agreement is valid until further notice. For clarity, the Agreement concerning Direct Payment Access is a one-off agreement and not valid until further notice.

3.2. The Agreement is concluded electronically when the Customer registers as a user of the Charging Service in the Application or when the Customer uses the Charging Service with Direct Payment Access. When registering with the Charging Service, the Customer must provide the information required for the provision of the Charging Service, such as their name, phone number, email address and, if necessary, street address, insofar as they have not been provided when signing up with the Application.

3.3. The entry into force of the Agreement and the use of the Charging Service require the Customer to register with the Application and accept the Terms of Use and these General Terms during registration and to confirm that they have read the privacy policy of the Charging Service Provider and agree to comply with the Terms of Use and these General Terms when using the Charging Service. When accepting these General Terms, the Customer also accepts their forfeit of the right of cancellation after the termination of the Charging Event.

3.4. In terms of Direct Payment Access, the entry into force of the Agreement and the use of the Charging Service require the Customer to accept these General Terms before starting a Charging Event and to agree to comply with them when using the Charging Service. By starting a Charging Event, the Customer accepts these General Terms, confirms that they have read the privacy policy of the Charging Service Provider and accepts their forfeit of the right of cancellation after the termination of the Charging Event.

3.5. The Agreement enters into force when Helen delivers to the Customer a confirmation of registering with the Charging Service, in other words, concluding the Agreement. The Agreement concerning Direct Payment Access enters into force when the Customer starts the Charging Event.

4. Customer's right of cancellation

4.1. The Customer has the right in accordance with the Consumer Protection Act (38/1978) to cancel an Agreement concluded via distance selling without providing a reason. The time limit for cancelling the Agreement ends after fourteen (14) days from concluding the Agreement.

4.2. In order to use the right of cancellation, the Customer must notify Helen of their decision to cancel the Agreement in an unambiguous way (primarily via the Application or e.g. by sending a letter by post to: Helen Oy, Asiakaspalvelu, Kampinkuja 2, 00090 HELEN or via email to: asiakaspalvelu@helen.fi with the header "PERUUTUS").

4.3. The Customer may use the cancellation form attached to these General Terms to cancel the Agreement, but using the form is not obligatory. To comply with the time limit for cancellation, it is sufficient that the Customer sends a notification on using the right of cancellation before the end of the cancellation period.

4.4. Any Charging Event started by the Customer during the cancellation period will be considered a request made by the Customer to start the fulfilment of the Charging Service during the cancellation period, as a result of which the Customer will not have the right (in accordance with the acceptance provided in line with Sections 3.3 and 3.4) to cancel the Agreement after the end of the Charging Event.

4.5. For clarity, if the Customer uses the Charging Service during the cancellation period, the Customer will be liable to pay the fees in line with the price list valid at any given time to Helen for the use of the Charging Service or, if the price list cannot be applied, a reasonable compensation.

5. Use of the Charging Service and general rights and obligations of the Customer

5.1. After the entry into force of the Agreement, the Customer has the right to use the Charging Service.

5.2. For clarity, Google's interactive maps and tools (Google Maps) are used in the provision of the Charging Service and in the Application, and the maps and tools may use the Customer's location data for accessing Charging Points or displaying their locations. The Customer is aware that by using said maps and tools through the Application, the Customer agrees to comply with Google's terms of service applied to the use of Google Maps at any given time (https://maps.google.com/help/terms_maps.html). The Customer is also aware that Google's privacy policy applies to the use of maps (<https://www.google.com/policies/privacy/>).

5.3. The use of the Charging Service requires the Customer to verify their identity at the Charging Station or at the Charging Point via the Application or by using a Charging Tag. The identity must be verified before charging the Rechargeable Vehicle. With Direct Payment Access, the use of the Charging Service does not require the Customer to verify their identity. However, as mentioned in Section 3.4, the use of the Charging Service requires compliance with these General Terms and, in particular, the Customer's obligations included in the terms.

5.4. If the Customer has ordered a Charging Tag, the Charging Service Provider will deliver the Charging Tag to the Customer by mail to the address the

Customer has provided when ordering the Charging Tag.

5.5. The Customer is responsible for ensuring that the Charging Tag is kept and stored securely so that it does not fall into the possession of third parties.

5.6. The Customer is responsible for any actions and events carried out using the Charging Tag (including Roaming) within the limitations of the rights of access and when the Charging Tag is valid. The aforementioned also applies to events and actions carried out with the Customer's other credentials needed to use the Charging Service and with Direct Payment Access.

5.7. If the Charging Tag is lost, the Customer must inform the Charging Service Provider without delay, after which the tag is invalidated by the Charging Service Provider or by the Customer via the Application (if possible). The Customer is informed of the invalidation of the Charging Tag. If the Charging Tag is lost, the Customer may order a new Charging Tag from the Charging Service Provider. The Charging Service Provider has the right to charge the Customer for a separate fee for the delivery of a new Charging Tag in accordance with the Charging Service Provider's price list valid at any given time. The Customer is responsible for any Charging Events carried out with the Charging Tag before the invalidation of the Charging Tag.

5.8. The Customer is responsible for paying the fees in line with these General Terms to the Charging Service Provider as the Customer uses the Charging Service. Before starting the charging of a Rechargeable Vehicle (and especially before starting Roaming), the Customer is responsible for checking the price of the Charging Service and the pricing principle valid at any given time at the Charging Station and/or Charging Point in question from the sources mentioned in Section 9.1.

5.9. When charging a Rechargeable Vehicle, the Customer must ensure that the instructions of the Charging Station and/or Charging Point are carefully followed. Before charging, the Customer must especially ensure that the charging system of their Rechargeable Vehicle is in line with the standard used at the Charging Station and/or Charging Point (e.g. ensure that the charging cable has a CE marking). The Customer is also responsible for ensuring that the charging cable is connected and that the

charging is carried out and ended in accordance with the Rechargeable Vehicle's and Charging Point's instructions. The Customer is responsible for following the instructions related to the use of the Charging Service provided in the Application or at the Charging Point, for example. The Customer is also responsible for following the parking restrictions and regulations at the Charging Station and the Charging Point.

5.10. The Customer is liable for any losses caused by the Customer to the Charging Service Provider by damaging and/or breaking the Charging Point or Charging Station if the Customer has failed to follow the instructions provided and/or the losses were caused by the Customer's negligence.

5.11. The Customer must immediately inform the Charging Point Owner of any faults or disruptions observed by the Customer at the Charging Station and/or Charging Point in line with the instructions at the Charging Station and/or Charging Point or the instructions included in other materials delivered to the Customer.

5.12. In order to prevent losses, when losses occur or there is a risk of losses, the Customer must take all steps for the prevention or limitation of losses that can be reasonably required and expected of them.

5.13. The Customer is responsible for the accuracy of the information provided by the Customer to the Charging Service Provider.

6. General rights and obligations of the Charging Service Provider

6.1. The Charging Service Provider continuously develops the Charging Service and its features and provides the Charging Service and its content as is available at any given time. The Charging Service Provider has the right to change the functionalities and content of the Charging Service and the Application without the Customer's specific approval.

6.2. The Charging Service Provider is obligated to provide the Charging Service in line with the applicable legislation, provisions and official regulations.

6.3. The Charging Service Provider has the right to set the price valid at the Charging Station and/or Charging Point at any given time for the payment collected from the Customer for using a Charging Station and/or Charging Point and for charging with

electric energy and to specify the price and pricing principle valid at any given time as the Charging Service Provider sees fit.

6.4. The Charging Service Provider has the right to expect the electric devices and installations of the Rechargeable Vehicle to meet the requirements set in legislation, official regulations, at the Charging Station or Charging Point and in the Agreement as well as other technical requirements needed to provide and use the Charging Service.

6.5. The Charging Service Provider aims to make the Charging Service essentially available to the Customer as described in the Agreement. However, the Charging Service Provider does not guarantee that the Charging Service will be available continuously or flawlessly. The Charging Service Provider does not guarantee that the Customer will be able to charge their Rechargeable Vehicle at the reported maximum capacity at a Charging Point as the charging capacity of the Charging Point indicated by the Charging Service Provider is affected by various factors, such as the Rechargeable Vehicle's state of charge, temperature and general operating condition.

7. Limitation of liability

7.1. The Charging Service Provider is not responsible for the suitability of the Charging Service to the Customer.

7.2. The Charging Service Provider gives no guarantees on the flawlessness of the Charging Service.

7.3. Furthermore, the Charging Service Provider is not responsible for any disruptions, interruptions, delays or efficiency of use of the Charging Service, failures of the Charging Tag or other technical means of identity verification or other losses caused by factors related to the functionality of the Charging Service. For clarity, in the event of any interruptions or disruptions in the electricity network, electricity supply or the data network, the Charging Service Provider is not obligated to provide the Charging Service or perform its tasks under the Agreement insofar as they are consequences of these disruptions.

7.4. Moreover, the Charging Service Provider is not responsible for any disruptions, delays or errors in the actions of an external service provider, the

efficiency of use of such a service provider or other losses resulting from the Customer's own actions or an external service provider's use of the Charging Service or the functionality of such a service provider.

7.5. The Charging Service Provider is not responsible for full or partial failures or limited functionality of the Charging Event, especially if it is due to negligence of the factors mentioned in Section 5.9. The Charging Service Provider is not responsible for any factors related to the provision or lack of provision of the Charging Service if they result from the Customer acting in violation of the terms agreed in these General Terms or if the Rechargeable Vehicle does not meet the requirements mentioned in Section 6.

7.6. The Charging Service Provider is responsible to the Customer for the use of the Charging Service, taking into consideration the restrictions mentioned above, and for any direct or indirect losses caused in connection with or because of the use of the Charging Service in line with compelling consumer protection legislation. For clarity, the Charging Service Provider is only liable for indirect losses if the Charging Service Provider has caused the losses due to its negligence.

7.7. In order to prevent losses, when losses occur or there is a risk of losses, the Charging Service Provider must take all steps for the prevention or limitation of losses that can be reasonably required and expected of the Charging Service Provider.

The limitations of liability in this Section will not be applied if the Charging Service Provider has caused the losses intentionally or through gross negligence. Moreover, the limitations of liability in this Section do not relieve the Charging Service Provider of any responsibilities arising from the Consumer Protection Act or other compelling legislation.

8. Subcontractors

8.1. The Charging Service Provider has the right to use subcontractors and/or partners to provide the Charging Service and fulfil its contractual obligations. The Charging Service Provider is as liable for the actions of its subcontractors and partners as it is for its own.

9. Pricing of the Charging Service, paying for the Charging Service and interest on arrears

9.1. The Charging Service Provider collects a fee from the Customer for the use of the Charging Service at a Charging Station and/or Charging Point in line with the prices and pricing principles valid at any given time. The prices valid at any given time (including Roaming fees) and the pricing principles are specified in the Payment Terminal for Direct Payment Access and otherwise in the Application that can be downloaded from app stores. The use of the Application requires registration with the Application and acceptance of the Terms of Use. The general pricing principles valid at any given time of Helen's public Charging Stations and/or Charging Points are also specified on Helen's website (www.helen.fi/en). At the time of entry into force specified in Section 13.2 of these General Terms, the general pricing principles can be found at: <https://www.helen.fi/en/electric-vehicle-charging/charging-network>. If there are any discrepancies between the prices and pricing principles presented on the website and in the Application, the prices and pricing principles presented in the Application will take precedence. Unless otherwise stated by the Charging Service Provider, the reported prices include value added tax (VAT).

9.2. If the pricing principle of the Charging Service is the ongoing Charging Event and the energy and/or time consumed by the event, the start and end of the Charging Event will be determined as follows: The Charging Event starts when the Customer has verified their identity at the Charging Point using their identifier of choice (Application or Charging Tag) and the charging cable has been connected to the Rechargeable Vehicle. In terms of Direct Payment Access, the Charging Event starts when the Customer has approved the Charging Event on the Payment Terminal. The Charging Event ends when the Customer uses their preferred method to stop charging (via the Application, with the Charging Tag, with the Payment Terminal or by disconnecting the cable from their Rechargeable Vehicle).

9.3. Unless otherwise stated by the Charging Service Provider, the Customer pays for the use of the Charging Service per each Charging Event, so that the Charging Service Provider collects the fee in line with Section 9.1 from the payment card added by the Customer to the Application after the Charging Event. The Charging Service Provider has the right to place a cover reservation on the Customer's payment card before the start of the Charging Event. If a cover reservation cannot be made, the Charging Service Provider has the right to refuse to offer the

Charging Service to the Customer. The Customer must ensure that their payment card contains sufficient funds for collecting the fee for the Charging Event and that the payment card is valid.

9.4. In Direct Payment Access, the Customer pays for the use of the Charging Service per each Charging Event (as an exception to the provisions in Section 9.3) so that a fee is collected from the payment card used to start the Charging Event in line with Section 9.1. The Charging Service Provider has the right to place a cover reservation on the Customer's payment card before the start of the Charging Event. If a cover reservation cannot be made, the Charging Service Provider has the right to refuse to offer the Charging Service to the Customer. The Customer must ensure that their payment card contains sufficient funds for collecting the fee for the Charging Event and that the payment card is valid.

9.5. If a fee cannot be collected from the Customer's payment card after the Charging Event, the Charging Service Provider has the right to reattempt collecting the fee and also charge the Customer for any reasonable costs and expenses arising from this. The Customer may be charged a reasonable reminder fee in accordance with Helen's service fee price list for sending a payment reminder. The Charging Service Provider has the right to prevent the Customer from using the Charging Service if the fee cannot be collected.

9.6. Helen reserves the right to change the pricing principles of the Charging Service and collect a separate monthly fee from the Customer for managing the customer account and using the Charging Service.

10. Restricting and discontinuing the Charging Service

10.1. The party in charge of the electricity system (main grid operator, Fingrid Oyj in Finland) is responsible for preparing for any sudden imbalances in the electricity system. In the event of a disruption, the main grid operator must quickly either increase electricity production from other resources or reduce consumption. In the event of a disruption, the Charging Service Provider has the right to send an automated command to the Charging Point to reduce the charging power. The duration of the charging interruption is usually short. If necessary, the Charging Service Provider has the right to change the terms of service

as required by the use of Regulating Energy in line with these General Terms.

10.2. In addition to the above, the Charging Service Provider has the right to temporarily suspend the provision of the Charging Service for the duration of essential maintenance and upgrading measures. Furthermore, the Charging Service Provider has the right to suspend the provision of the Charging Service in order to secure the control of the energy system and power balance as well as the quality of electricity and similar factors.

10.3. The Charging Service Provider also has the right to refuse the provision of the Charging Service and to suspend the Charging Service provided to the Customer immediately if so required by official or court orders or if suspecting unauthorised use of the Charging Service, infringement of the terms of Agreement or other illegal or incorrect use of the Charging Service, taking into account the intended purpose of the Charging Service.

10.4. If possible, the Charging Service Provider informs the Customer electronically or by other means, according to the Charging Service Provider's discretion, of the reason for suspending the Charging Service and the date and time of suspending the provision of the Charging Service in advance.

10.5. If the provision of the Charging Service is suspended for reasons attributable to the Customer, the Customer is not released from their payment obligation or other obligations towards the Charging Service Provider. Furthermore, the Charging Service Provider has the right to collect a reasonable fee from the Customer for sending a written or electronic notification, including any processing fees.

11. Roaming in a third-party Roaming network

11.1. The Charging Service Provider may offer the Customer an opportunity for Roaming, in other words, the right to use Charging Stations and/or Charging Points of third-party charging networks. The use of Charging Stations and/or Charging Points of a third-party charging network is subject to the separate terms of use of the third-party charging network provider, and the Customer must read and comply with the terms and acknowledge that the Charging Service Provider's opportunities to offer customer support in connection with third-party charging networks are limited. Any charging stations of a third-party charging network are marked with the

Roaming sign in the Application. As the Charging Service Provider is not the operator of these Charging Points, it cannot confirm that the Customer will be able to use all the Charging Points of the third-party charging network. The Charging Service Provider is not able to affect the prices of a third-party charging network.

11.2. Any fees collected from the Customer and the prices and pricing principles for Roaming described in Section 11.1, in other words, for the use of Charging Stations and/or Charging Points in a third-party charging network, are determined as stated in Section 9.1 either in the Application or on Helen's website. Prices reported elsewhere do not apply to the pricing of the Charging Service.

12. Intellectual property rights

12.1. After the entry into force of the Agreement, the Customer receives a limited, non-exclusive, non-sublicensable and non-transferable right to use the Application and the Charging Service available via the Application or via Direct Payment Access.

12.2. This Agreement does not concede or transfer to the Customer any proprietary or other intellectual property rights related to the Charging Service, the Payment Terminal or the Application or any software or documentation thereof. Any proprietary and other intellectual property rights (including copyright, trademark rights, database rights and patent rights) related to the Charging Service, Payment Terminal and Application and any changes, additions, updates and new features made to them belong, without exception, to the Charging Service Provider or third parties.

12.3. The Customer confirms that the Charging Service Provider has the right to use or develop the services (such as the Charging Service and the Application) in connection with the provision of the Charging Service to the Customer, as well as procedures developed on the basis of data related to the Customer, in which case such service procedures are the property of the Charging Service Provider.

12.4. The Customer does not have the right to a) license, sub-license, sell, resell or otherwise commercially use the Charging Service or Application in any way or make them available (or usable) to third parties, b) copy, edit, change or otherwise adjust any part of the Charging Service or Application or produce any outputs derived from them, c) use the

software of the Charging Service or Application in connection with any other product or software, d) investigate the manufacturing method of the Charging Service or Application, dismantle or otherwise investigate their source code insofar as and in the extent to which these actions can be prohibited by law, or e) produce a competing Charging Service or Application.

13. Force majeure

13.1. The Contracting Parties are not responsible for the fulfilment of their obligations under the Agreement or negligence thereof, nor are they obligated to pay damages, if the breach or negligence of contractual obligations is due to a reason beyond the control of the Contracting Party, which the Contracting Party could not reasonably have taken into account, and the consequences of which the Contracting Party could not reasonably have prevented or overcome (hereinafter referred to as "force majeure").

13.2. Circumstances constituting force majeure may include, but are not limited to, strike or other industrial action, water damage, explosion, war, flood, accidents, interruptions in electricity production, interruptions in the electricity network or data communications network, actions by the authorities and other actions and events beyond the control of the Contracting Party.

13.3. In the event of force majeure circumstances, the fulfilment of contractual obligations are suspended for the duration of the impediment for each respective contractual obligation.

13.4. For clarity, in the case of force majeure, Helen is exempted from providing the Charging Service to the extent and for as long as the provision of the Charging Service is impossible due to force majeure.

13.5. If either Contracting Party wishes to invoke force majeure, it must notify the other Contracting Party about the force majeure and its end without delay.

14. Transfer of the Agreement

14.1. The Customer does not have the right to transfer the Agreement and any rights and obligations included in it, in full or in part, to third parties.

14.2. The Charging Service Provider has the right to transfer the Agreement, in full or in part, to another charging service provider or to a company that is part of Helen Group now or in the future by informing the Customer of the transfer.

15. Amending the General Terms

15.1. In addition to the rights specified in other parts of these General Terms, the Charging Service Provider has the right to amend the terms of the Agreement by informing the Customer of the changes electronically (for example, in the Application) or as seen fit by the Charging Service Provider. The new, updated terms will replace any prior terms and conditions. For clarity, this Section does not apply to the prices and pricing principles valid at the Charging Stations and/or Charging Points at any given time or to any changes thereof. In other words, Helen has the right to change the prices and pricing principles of the Charging Stations and/or Charging Points by reporting the prices and pricing principles valid at any given time in the Application, at the Charging Point or on its website.

15.2. If the change is based on an amendment to legislation or a decision of the authorities, the Charging Service Provider is entitled to implement the change from the date when the change or decision entered into force.

15.3. After receiving the information about the changes, for the next fourteen (14) days, the Customer has the right to terminate the Agreement with a period of notice of two (2) weeks. In this case, the changed prices or amended terms do not apply to the Customer, unless the changes or amendments are due to a decision by the authorities or a change in legislation. If the Customer explicitly accepts the new terms in the Application or continues to use the Charging Service after being informed of the changes, the Customer is considered to have accepted the new terms. For clarity, the Customer always has the right to terminate the Agreement with a period of notice in line with Section 16.

16. Expiry, termination and annulment of the Agreement

16.1. The fixed-term Agreement will expire at the end of the contracting period without separate notification.

16.2. Each Contracting Party has the right to terminate the Agreement that is valid until further notice with a notice period of one (1) month. For clarity, the Agreement concerning Direct Payment Access is a one-off agreement and cannot, therefore, be terminated.

16.3. If the Customer has not used the Charging Service in the 12 months preceding the termination, the Charging Service Provider has the right to terminate the Agreement immediately without a period of notice.

16.4. The Charging Service Provider has the right to annul the Agreement immediately without a period of notice if:

- The Customer has materially breached its obligations under the Agreement;
- The Charging Service has been suspended due to the Customer's actions or negligence; or
- The Charging Service is suspected to have been used without authorisation, in violation of these General Terms, in violation of the law or incorrectly, taking into account the intended purpose of the Charging Service.

If the Customer's breach of contract or negligence can be corrected, the right of annulment in line with this Section requires that the Customer has not, despite a reminder sent by the Charging Service Provider, corrected their negligence or breach or contract within a reasonable time.

16.5. Unless otherwise stipulated by compelling legislation, the termination and annulment of the Agreement must be carried out in writing.

17. Settlement of disputes and applicable law

17.1. Any disputes arising from the Agreement will be resolved in the District Court of Helsinki.

17.2. The consumer also has the right to forward any disputes arising from the Agreement to the Consumer Disputes Board. The consumer may also forward the dispute to the district court of first instance of their place of residence.

17.3. The Agreement concerning the Charging Service is subject to Finnish legislation, excluding the connecting factor rule of Finnish legislation.

18. Data protection and processing of Personal Data

18.1. Helen acts as the controller of the Personal Data related to the customer relationship and its management (such as the information provided by the Customer upon registration).

18.2. In order to execute the payment transactions mentioned in Section 9 and provide the Charging Service, Helen may transfer and/or disclose Personal Data to Helen's partners and service providers (such as Nets Oyj) that process Personal Data as independent controllers in line with the privacy policies on their own websites.

18.3. The Personal Data is processed in accordance with the Data Protection Legislation and Helen's policy for the processing of Personal Data. The policy for the processing of Personal Data can be found on Helen's website at www.helen.fi/en.

18.4. In the event of any discrepancies between the phrasing used in the different language versions of these General Terms, the Finnish-language version will take precedence.

19. Validity of the General Terms

19.1. These General Terms enter into force on 6 May 2024 and remain in force until further notice.

19.2. Helen reserves the right to unilaterally amend these General Terms. Any amendments will enter into force from the date indicated by Helen.

20. Contact details

20.1. Helen Ltd, Kampinkuja 2, 00090 HELEN.

20.2. Helen's switchboard: tel. 09 6171; asiakaspalvelu@helen.fi; or www.helen.fi/en.

6 May 2024

CANCELLATION FORM

(Please fill in and return this form only if you want to cancel the Agreement and you have not cancelled the Agreement via the Application or by other unambiguous means)

Recipient:

Helen Oy
Asiakaspalvelu
Kampinkuja 2
00090 HELEN; or

peruutus@helen.fi, titled "PERUUTUS".

I give notice that I wish to cancel the Agreement I have concluded concerning the following service:

Name of service * _____
Name of customer * _____
Street address * _____
Phone number _____
Email address _____

* Required information

Date and place

Customer's signature (and print name)