EVOLVE CHARGING SERVICE GENERAL TERMS AND CONDITIONS

1. Scope of the Evolve Charging Service General Terms and Conditions

1.1. Under these terms and conditions ("**Terms**"), The Customer may use Evolve Charging Service provided by the Service Provider. For using the Evolve Charging Service, the Customer is required to register on the website or by using the App of the Evolve Charging Service. The Charging Service may also be used without registration to purchase individual Charging Sessions.

1.2. The services in the scope of these Terms are provided to and billed from the Customer by the Service Provider.

2. Right to use Charging Service, Conclusion of the Agreement, Right of Withdrawal

2.1. The Agreement is concluded when the Customer registers an account via the website or App concerning the Charging Service which is confirmed by the Service Provider in text form. The confirmation will include all information required by the applicable consumer protection legislation in case the Customer is a consumer.
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2.2. Customer's personal data in relation to the Charging Service will be processed in accordance with the privacy policy related to the Charging Service available in the App; and Website.

2.3. The Customer may initiate charging of the Electric Vehicle from the App or, without prior registration to the Charging Service, via the website of the Charging Service. After the Customer has provided the required information for using the Charging Service, the Customer can initiate the charging on the Charging Point.

2.4. By registering to the Charging Service or using the Charging Service without registering, the Customer agrees to use the Charging Service in accordance with this Agreement. This Agreement sets out the entire Agreement between Service Provider and the Customer in relation to the provision of the Charging Service provided by the Service Provider.

2.5. Right and Effect of Withdrawal

Right of withdrawal: In case the registered Customer is a consumer, the Customer has the right to withdraw from this this Agreement in a period of fourteen days without giving any reason.

The withdrawal period begins on the day of the conclusion of the contract.

Initiating a charging session is an unequivocal request to start using the service. If you have requested to start to use the service within the withdrawal period of fourteen days, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in

comparison with the full coverage of the contract.

To exercise your right of withdrawal, you must inform the Service Provider of your decision to withdraw form this contract by means of an unequivocal statement e.g. using the contact form (http://virta.global/driversupport). You may use the attached model withdrawal form; but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send you communication concerning the exercise of the right of withdrawal before the withdrawal period has expired.

Model withdrawal form:
To (if paper form) [Service Provider Contact Address]
I/we hereby give notice that I/We withdraw from my/our contract for the provision of the charging service,
- Ordered on [date],
- Name of Consumer [name],
- Address of consumer [address],
- email used for registration [email],
- [Signature[(if paper form),
- Date [date].

Effects of withdrawal: If you withdraw from this contract, we shall reimburse to you all payments received from you, excluding the provided service, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay. We will carry out such reimbursement using the same means of payment as you used for the initial transaction. in any event, you will not incur any fees as a result of such reimbursement.

2.6. This Agreement is concluded in the English language. Translations of these Terms in other languages are only for informational purposes and are not legally binding.

3. Definitions

3.1. "Agreement "means the Agreement between Service Provider and the Customer concerning the Charging Services provided by Service Provider to the Customer in accordance with these Terms.

3.2. "App" is a mobile application enabling, among others, the Customer to find the location and availability of a Charging Point and to access and use the Charging Service for charging the Electric Vehicle.

3.3. "Electric Vehicle" means a vehicle entirely or partially powered by an electric engine, and it can be charged using a Charging Point.

3.4. "Customer" means a natural or a legal person bound by the Agreement in relation to the purchase and use of the Charging Services. The term "Consumer" is used when referring to a Customer who is a natural person entering into a legal transaction for

purposes that predominantly is not related to his or her commercial or self-employed professional activity.

3.5. "Charging Service" refers to services offered to the Customer in connection with the use of Charging Points by using App, website or by other means under the Evolve. The Evolve Charging Service and other related services available from time to time are provided to the Customer by the Service Provider. The up-to-date description of the Charging Service and related services are available on the App or website of Evolve Charging Service.

3.6. "Charging Point" is a facility, including all associated and underlying installations and facilities, where, among other services, energy can be supplied to an Electric Vehicle by using electric vehicle chargers via Charging Service. The Service Provider do not operate Charging Points or related facilities.

3.7. "Party" means Service Provider or the Customer.

3.8. "Parties" means Service Provider and the Customer together.

3.9. "Registered Customer" means a Customer who has registered to the Charging Service via App or website of the Charging Service.

3.10. "Service Provider" means Virta Global, a Finnish limited liability company (Company ID: 2588986-2, Energiakuja 3, Fin-00180 Helsinki), and is the supplier of Charging Services offered under the Evolve stated in the title of these Terms.

3.11. "Charging Tag" refers to a physical or virtual card, keyring, tag or token delivered to the Customer, enabling the identification of the Customer at a Charging Point.

3.12. "Terms" means these general terms and conditions.

3.13. "Third Party Charging Network" refers to Charging Points that are not directly connected to or operated in the Charging Service or Service Providers platform.

3.14. “Website” refers to any website or portal offered in relation to the Evolve Charging Service provided by the Service Provider.

4. Customer Obligations and Provision of Charging Service

4.1. The use of a Charging Service requires that the Customer uses a Charging Tag or other technical devices or means (such as App or website) as instructed on the description of the charging services available on the App or website of the Charging Service.

4.2. In case the Customer orders a physical Charging Tag, the Service Provider shall deliver the Charging Tag by mail to the Customer to the address provided by the Customer during the registration process.

4.3. The Customer is fully responsible for any use of the Charging Tag. The Customer shall ensure always to keep its Charging Tag secure. The Customer ensures that the Charging Tag is never used by any other person. If the Charging Tag is damaged, lost, or stolen, the Customer must inform the Service Provider without delay using the

contact form (http://virta.global/driversupport), and the Customer must remove the Charging Tag from her account using the App. The Customer will be liable for any and all damage resulting from the loss, unauthorised use, theft, or misuse of the Charging Tag until the moment it is disabled. The Customer will be liable for all costs for transactions made using the Charging Tag prior to it being disabled.

4.4. In case the Charging Tag is lost, the Customer may order a new Charging Tag from the Charging Service, which may be subject to a separate charge.

4.5. The Service Provider shall be entitled to require that the electrical equipment and installations of the Electric Vehicle meet the requirements set out in the legislation, official regulations as well as other technical requirements required for the delivery and use of the Charging Service. 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 Electric Vehicle not meeting the requirements mentioned above.

4.6. When charging an Electric Vehicle, the Customer must comply with the instructions of the Charging Service provided on the App, website or at the Charging Point. The Customer shall observe and obey any and all rules prescribed on the App, website or at the Charging Point pertaining to their property, for example, their parking restrictions and limitations, and hours of operation. The Customer is solely responsible for any damage, penalties, fees, payments or loss caused by any non-compliance with the mentioned rules. The Customer shall ensure that it shall not misuse or cause damage to the Charging Service or Charging Points, and use any product not operable with Electric Vehicle, Charging Point or Charging Service (e.g. charging cables without CE mark). Customer shall bear exclusively any costs arising thereof and reimburse Service Provider on written demand for such costs or losses sustained or incurred by Service Provider or any of its partners.

4.7. The Customer shall immediately send a notification of any occurring defects or problems detected in the Charging Service or at a Charging Point, using the customer support channel of the Charging Service.

4.8. The Service Provider strives to ensure that the Charging Service will perform substantially in accordance with the Agreement and will undertake reasonable efforts to provide support and maintenance services to the Customer.

4.9. The Service Provider does not guarantee that the Charging Service will be accessible to the Customer at all times or be without errors and shall function without interruption. Other than as provided in clause 4.8 and to the maximum extent permitted under applicable laws, the Service Provider makes no representations or warranties, express or implied, of any kind whatsoever (including, without limitation, satisfactory quality or fitness for a particular purpose).

4.10. The charging capacity of the Charging Points depends on several factors such as the condition of the Electric Vehicle's battery, the battery's charge level, the Charging Point's charging capacity and how many Electric Vehicles are charging at the same time. As a consequence to this, the Service provider cannot guarantee that charging of electric vehicles will be possible within a certain maximum time limit or with a certain power level.

4.11. The Service Provider may report, in connection to schemes regulated by law and drawn up to enable greenhouse gas emission reductions for certain industry sectors, the aggregate amounts of electricity charged on the Charging Points by using the Charging Service, to the authorities (or bodies assigned by the authorities) of the countries where the Charging Points are located, with the aim of allowing these industry sectors to use the results of such reporting to comply with their greenhouse gas reduction obligations. The Customer shall refrain from reporting their charged amounts of electricity to any such scheme.

5. Pricing of and paying for the Charging Service

5.1. For the use of the Charging Service, the Customer shall pay amounts due, based on the Charging Service pricing, updated from time to time, valid at the time when Electric Vehicle is charged at the Charging Point. The prices and grounds for pricing of the Charging Service can be found from the App or on the website, and prices are inclusive of VAT at the prevailing rate.

5.2. In case of discrepancy in prices presented in the App or website, the prices presented in App shall prevail. In case any price information is displayed on the Charging Point or its vicinity or elsewhere, these prices can differ from the prices displayed in the App or website, and in such cases, the prices displayed in the App and website shall be applied.

5.3. The Service Provider shall have a right to convert receivables related to the use of the Charging Service in a foreign currency into the billing currency of the Customer and to invoice this converted amount from the Customer. All currency conversions are done via Euro. The conversion in foreign currency is based on the Euro reference exchange rate of the European Central Bank at the end of the previous banking day before the use of the Charging Service (see exchange rate). The currency conversions may be subject to relevant financial institutions' processing fees, which then are added to the Customer's invoice.

5.4. The Electric Vehicle charging sessions, which form the grounds for price calculation, commence from the initiation of the charging session at the Charging Point (i.e. the charging plug is inserted into the Charging Point or the Electric Vehicle and the identification of the Customer is concluded) until the end of the charging session (i.e. the plug is pulled from the Charging Point or the Electric Vehicle), unless otherwise stated in the App or website. The duration of the charging session can also be dependent on accessing an area where the Charging Point is located or occupying a parking spot. In such cases where access or parking is part of the Charging Service, this information is disclosed to the Customer in the App, on the Charging Point or in its vicinity.

5.5. Amounts incurred from the use of Charging Service are billed from the Registered Customer using the payment method and subscription model chosen by the Customer from the list of available payment methods of the Charging Service at registration.

5.6. The chosen payment method of a Registered Customer (e.g., credit/debit card) is automatically debited or invoiced based on the use and pricing of the Charging Service.

In case the debiting or invoicing of the payment method is not successful, the Service Provider will attempt to debit or invoice the payment method again. If debiting or invoicing fails after repeated new attempts, the Customer will not be able to use Charging Services until the Customer has paid the outstanding amount and the Service Provider has received the funds.

5.7. A minimum fee may apply to the Registered Customers, even if this Customer has not used the Charging Service or if the amounts incurred of the Charging Service for the relevant period of time in question is less than the indicated minimum fee. If the amount incurred from the use of the Charging Service is more than the minimum fee, the Customer's payment method will be debited only for the actual amounts incurred from the use of the Charging Service. The applicable minimum payment for the Charging Service can be found on the App or website.

5.8. The Service Provider shall deliver a receipt of payment related to the use of the Charging Service, including each charging transaction executed, after the Service Provider has been able to collect the amounts from chosen payment method.

5.9. If the chosen payment method fails, the Service Provider may prevent the Customer from using Charging Services until the Customer has ensured that the chosen payment method is valid again or has changed to another valid payment method and has triggered the payment of the outstanding amount in the App and the Service Provider has received the funds.

5.10. For Customers who are not registered to the Charging Service, the fees applicable to the Charging Service are charged from the Customer's chosen payment method immediately after the charging event. Applicable prices may be different compared to prices offered to Registered Customers.

5.11. For payments charged immediately after the charging event, an authorisation hold may be placed on the Customer's chosen payment method (if applicable) each time a charging process is initiated.

5.12. Until the moment of full payment, the Customer is obliged to pay interest in accordance with applicable law on the outstanding amount due. Furthermore, the Service Provider shall have a right, due to the non-payment, to disable the use of the Charging Service or suspend or terminate the Agreement with immediate effect and recover/claim any incurred damages from the Customer.

5.13. Within legal provisions, Service Provider is entitled to run credit checks. If the result of such check gives reason to do so, Service Provider is entitled to refrain from concluding the Agreement or, in the case of an already concluded Agreement, to set a deadline for the Customer to provide securities and, if this is not provided within the set deadline, to terminate or withdraw from the Agreement

5.14. The Service Provider is entitled to assign the claims arising from the Agreement in whole or in part to a third party.

6. Modulation, Interruption and Suspension of the Charging Service

6.1. The Service Provider shall be entitled to interrupt the provision of the Charging Service temporarily and reserves the right to control the charging power of charging sessions and the right to interrupt power delivery during charging sessions at its own discretion, including but not limited to safety reasons, commercial and business-critical reasons, maintenance and updates, hardware-related reasons (e.g., malfunction or error in the Electric Vehicle charger at the Charging Point), to enhance grid stability, to ensure optimal performance of Charging Points and to allow for power system management and variation of charging power, quality of electricity supply or other similar aspects.

6.2. On Charging Points where bi-directional charging (vehicle-to-grid or V2G) is enabled, the Service Provider has the right to control the charging power, discharge the car battery and interrupt power delivery during charging sessions to enhance grid stability, to ensure optimal performance of Charging Points, and to allow for power system management and variation of charging power, quality of electricity supply or other similar aspects. The Customer understands that the use of Charging Points supporting bi-directional charging is subject to specific terms and conditions, which are made available to the Customer in the App before the usage of bi-directional charging is available to the Customer.

6.3. The Service Provider, in its sole discretion, is entitled suspend, modulate or interrupt the use or provision of the Charging Services, for example, in the following cases:

a) In case of failure of any payment obligation;
b) For safety reasons;
c) For commercial and/or business-critical reasons;
d) For IT security or legal compliance reasons;
e) Other circumstances which, at the sole discretion of the Service Provider, justify the termination of the Agreement or suspension of the Charging Service, including but not limited to the misuse of the Charging Service, suspicion of fraud, or breach of the Terms.

6.4. In case the provision of the Charging Service is interrupted, modulated, suspended, or the Agreement is terminated due to a reason caused by the Customer, the Customer shall not be released from Charging Service charges or other duties related to the Terms.

6.5. In the event, the Service Provider exercises its right to interrupt, modulate or suspend the Charging Service according to this Agreement, no right to compensation or restitution for the Customer will arise, if not otherwise stated in this Agreement..

7. Third-Party Roaming Network

7.1. Service Provider may provide access to Charging Points in Third-Party Charging Networks for the Customer. The use of Charging Points in the Third-Party Charging Network is subject to additional separate conditions by the provider of the Third Parting Charging Network, and the Customer is obliged to familiarise with these conditions and adhere to them and understands that the Service Provider has limited power to provide customer support concerning Third-Party Charging Networks. Third-Party Charging Network stations are marked in the App with the term 'Roaming'. Since the Service Provider does not operate such Charging Points, it cannot guarantee that the Customer can have access or use all Charging Points within the Third-Party

Charging Network. The Service Provider has no influence on the applicable rates in Third-Party Charging Network.

7.2. The prices applicable to the Customer when using Charging Points in Third Party Charging Networks described in section 7.1 are defined in the App or website. Prices indicated elsewhere do not apply to the pricing of the Charging Service.

8. Changes in Charging Services and Terms

8.1. Provided that the Customer is not unreasonably disadvantaged, the Service Provider shall have the right to change the content and scope of the Charging Service and this Agreement in whole or in part at any time for the following reasons: for legal or regulatory reasons; for safety reasons; to further develop or optimize existing features of the Charging Service and to add additional features to it; to take account of technical progress and to make technical adjustments and to ensure the future functionality of the Charging Service. If the Service Provider makes changes to this Agreement that may affect the ongoing contractual relationship between the Parties, the Service Provider will inform the Customer accordingly in advance in an appropriate manner, for example by displaying a prominent notice, by email or in the App. This notification will contain information about the planned changes. The changes will be deemed accepted if the Customer does not reject them within 14 days. If the Customer does not wish to continue using the Charging Service under the new version of Terms, the Customer may terminate the Contract within the notice period.

9. Limitation of liability

9.1. The liability of the Service Provider for indirect damage (including, but not limited to consequential or incidental damages, loss of income, revenue or profit, loss of business, loss of goodwill, damage caused by third party products, services or equipment (e.g. Charging Points), loss through business interruptions, third party damage, corruption or loss or degradation of data), is explicitly excluded.

9.2. The Service Provider shall not be liable to the Customer for any damage caused due to a lack of compatibility of the Customer's Electric Vehicle with the Charging Services.

9.3. Service Providers liability shall, in all cases, be limited to damages that are typically foreseeable in the context of a contract such as the Agreement under these Terms. In case the Service Provider is obliged to compensate direct damages to the Customer, the maximum compensation is limited to the charges incurred from the use of the Charging Service by the Customer during one (1) month period preceding the date on which the claim arose. Under no circumstances is the Service Provider liable for damage that is attributable to the Customer or for damage that has been caused because the Customer failed to comply with the applicable safety or operating instructions presented at the Charging Points, on the App or Website or these Terms or any in relevant laws and regulations, or Customer’s obligations to a Third Party.

9.4. In all other respects, the Service Provider shall be liable for damage caused intentionally or by gross negligence. Liability shall be limited on the merits to damage resulting from injury to life, body or health and to damage resulting from the breach of material contractual obligations

9.5. To the extent Service Provider's liability is excluded or limited in accordance with the preceding provisions, the same shall apply to the personal liability of Service Provider's executives and board members, legal representatives, employees and agents.

9.6. In the event of an interruption or irregularities in the supply of electricity or telecommunications network, the Service Provider shall be released from its obligation to perform its duties under the Agreement insofar as these are the consequences of a disruption in the operation of the electrical grid, including the grid connection or the telecommunications network.

9.7. The Customer is liable towards the Service Provider for damage as a result of either or both acts and omissions in breach of the Agreement or these Terms.

9.8. Claims by the Customer for compensation for damage must be submitted through the contact form (http://virta.global/driversupport) within 14 days following the day the Customer has discovered the damage, under penalty of forfeiture of presented claims.

9.9. In all other cases of liability, the liability of the Service Provider and its performing and vicarious agent for culpably caused damage is excluded.

10. Limitation of liability when the Customer is a Consumer

10.1. If the Customer is a Consumer (as defined in 3.4.) the limitations to liability of the Service Provider in section 9 do not apply. Instead, section 10 shall apply for the Service Provider’s limitation of liability subject to the mandatory consumer protection legislation applicable to the Consumer.

10.2. The liability of the Service Provider for indirect damage caused (including, but not limited to consequential or incidental damages, loss of income, damage caused by third party products, services or equipment (e.g. Charging Points) or third party damage, is explicitly excluded unless damage is caused due to the negligence attributable to the Service Provider.

10.3. The Service Provider shall not be liable to the Consumer for any damage caused due to a lack of compatibility of the Consumer's Electric Vehicle with the Charging Services, or any damage caused due to non-observance of the operating instructions of the Charging Points or the Charging Service.

10.4. The Service Provider shall not be liable for any damage that is attributable to the Consumer for acts and omissions in breach of the Agreement, these Terms or any relevant laws, regulations or Customer’s obligations to a third-party.

10.5. In the event of an interruption or irregularities in the supply of electricity or telecommunications network, the Service Provider shall be released from its obligation to perform its duties under the Agreement insofar as these are the consequences of a disruption in the operation of the electrical grid, including the grid connection or the telecommunications network.

10.6. In all other respects, the Service Provider shall be liable for damage caused intentionally or by gross negligence. Liability shall be limited on the merits to damage

resulting from injury to life, body or health and to damage resulting from the breach of material contractual obligations.

10.7. In all other cases of liability, the liability of the Service Provider and its performing and vicarious agent for culpably caused damage is excluded.

10.8. Claims by the Consumer for compensation for damage must be submitted through the contact form (http://virta.global/driversupport) within 14 days following the day the Customer has discovered the damage, under penalty of forfeiture of presented claims.

11. Intellectual Property Rights

11.1. The Customer accepts that all intellectual property rights (including copyrights, trademark rights, database rights and patent rights), without any limitations related to the Charging Service, Website and App and all updates, new features and new versions thereto remain the property of the Service Provider, its licensors or Service Provider's business partners. In relation to providing Charging Service to the Customer, the Service Provider shall have a right to use or develop services (e.g. Charging Service and App) and methodologies derived from data related to the Customer, in which case any such services methodologies will belong to the proprietary rights of the Service Provider.

11.2. The customer has a limited, revocable, non-transferable, non-exclusive and non-sublicensable right to access and use the Charging Service, website and App during the term of the Agreement in accordance with the Agreement.

11.3. Customer shall not

a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party (access to) the Charging Service, Website or App in any way;
b) copy, reproduce, translate, adapt, modify, alter, tamper with or make derivative works of all or any part of the Charging Service, Website or App;
c) use the software contained in the Charging Service, Website or App with any other product or software; or
d) unless to the extent it cannot be prohibited under applicable law, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code; or
e) build a competitive Charging Service, Website or App under violation of the Agreement.

12. Termination of the Agreement

12.1. The term of the Agreement made under these Terms is open-ended, subject to termination under section 12.2 below.

12.2. The Agreement can be terminated by either Party in writing with 14 days' notice period (in case of a consumer, after the withdrawal period, 14 days after receiving the notification prescribed in section 2.1). The termination notice shall be submitted by

the Service Provider to the Customer by email and by the Customer to the Service Provider using the contact form (http://virta.global/driversupport).

12.3. An Agreement for the provision of the Charging Service to Customer not registered to the Charging Service shall terminate once the Service Provider has received the payment for the agreed use of the Charging Service (see section 2.2).

12.4. The Service Provider is entitled to terminate the Agreement with immediate effect and suspend the Customer's account:

a) if the Customer caused intentional damage to a Charging Point or Charging Service; or
b) if the transfer of funds from the chosen payment method could not be executed successfully regardless of several attempts or in case of the non-fulfilment of any payment obligation, or
c) liquidation or winding up are instituted against the Customer; or
d) in other circumstances, including, but not limited to, misuse or suspicion of fraud
e) if the service is suspended by the service provider including but not limited to the cases described in section 6.3.

12.5. Following any termination, the Customer remains responsible for claims under the Agreement. If such unsettled claims are not promptly remitted, The Customer will be subject to debt collection procedure and liable for reasonably incurred debt collection costs for any unpaid amounts.

13. Force Majeure

13.1. In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, explosion, embargo, acts of the government in its sovereign capacity, labour difficulties, including without limitation, strikes, slowdowns or boycotts, interruptions of electric power production, failures in electric power distribution system (electrical grid), unavailability of equipment or services from third party vendor, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

14. Other Terms

14.1. The Customer may not transfer the Agreement to a third party. The Service Provider shall be entitled to transfer the Agreement to a third party without the Customer's prior consent. The Customer shall be informed of the transfer at the latest in connection with the first invoice from the new charging service provider.

14.2. No delay or indulgence by either Party at any time to enforce any of the provisions of this Agreement, or any right with respect thereto, shall be construed as a waiver of such provision or right, nor shall it prejudice or restrict the rights of that Party. A waiver of its rights shall not operate as a waiver of any subsequent breach. No right, power or remedy conferred upon or reserved for either Party is exclusive of any other right, power or remedy available to that Party, and the rights, powers and remedies shall be cumulative

14.3. In case a provision of this Agreement to be wholly or partially invalid or unenforceable or become invalid or unenforceable after conclusion of the Agreement, shall this not affect the validity of the unaffected Terms. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision with effects as close as possible to the economic objective pursued by the Parties with the invalid or unenforceable provision.

15. Dispute Resolution and Applicable Law

15.1. This Agreement governed by and construed in accordance with the laws of Finland by expressly excluding the United Nations Convention of Contracts for the International Sale of Goods. If the Customer is a Consumer with permanent residence in the European Economic Area (EEA) or in Switzerland, he/she also can claim protection by the mandatory provisions of the law of his country of residence.

15.2. Any disputes related to or arising from the Agreement shall primarily be settled through mutual negotiations by the Parties.

15.3. The place of jurisdiction for all disputes arising from this contract is Helsinki/Finland, provided that the Customer is a merchant, a legal entity under public law or a special fund under public law and no exclusive place of jurisdiction is given.

15.4. Consumers may choose to file their claim in connection with this Agreement both at the aforementioned court and at the competent court in the EU member state in which they live. This applies accordingly to Consumers living in Norway or Switzerland.

15.5. Furthermore, The European Commission provides an online dispute resolution platform which the Customer can access from here http://ec.europa.eu/consumers/odr/.