



Fortum SmartLiving Application Terms of Use

The SmartLiving application is a service provided to you and operated by Fortum Markets Oy. With the SmartLiving application, you can control home/away switch and socket and lighting groups and follow temperature, electricity consumption, hot and cold water consumptions of your apartment almost real time. With the SmartLiving application you can also compare your electricity and water consumptions with other apartments having the same number of people in the housing association. Service is provided with the SmartLiving solution (the "Service") installed in the housing association.

These Terms of Use govern the use of the SmartLiving Service and form a binding agreement between you and Fortum Markets Oy (later referred to as "Fortum", "we" or "us"). Please read the Terms of Use carefully before using the Service.

By registering as a user of the Service or by otherwise using the Service, you confirm that you have read, understood and accepted these Terms of Use and that you acknowledge that your personal data will be processed as described in the Privacy Notice related to the Service.

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TERMS OF USE

1.1

Your obligations as User

In order to use the Service, you have to set up your own individual account. The use of the Service requires that you are a resident in an apartment of the housing association where the Fortum SmartLiving solution has been installed and that you have been granted the right to use the Service. You are no longer allowed to use the Service, and your account may be terminated without prior notice, after you have moved out of such an apartment.

You must at all times keep your personal user account user name and password secret and must not reveal or disclose them to anyone. You are obliged to regularly change your password to the Service and to inform Fortum without delay if you become aware or suspect that your password has come to someone else's knowledge.

By accepting these Terms of Use you agree to be fully and exclusively responsible for the use of the Service through your user account and for all other actions taken and commitments made through your user account.

You are fully liable for all contents you send, communicate or post in the Service. Fortum has the right to deny the publication of and/or delete any such contents and material at its discretion without prior notice to or consultation with you.

If you are 13 years-of-age or younger, Fortum may require that your parent or legal guardian authorises and consents to your use of the Service or parts of it.

1.2

Intellectual Property Rights

The Service, its contents and all rights related to them are and shall remain the exclusive property of Fortum, its group companies and possible third parties. Unauthorised copying and sharing of the Service and its



contents is prohibited, unless otherwise stated in these Terms of Use. By installing and using the Service you accept, understand and agree to be bound by the terms and conditions herein.

As a Customer, you shall not: i) create or manufacture any products using the Service, or market or in any way distribute such products; ii) distribute, sublicense or otherwise transfer to any third party the Service unless specifically authorized herein; iii) bring any suit or otherwise assert a claim against Fortum, its licensors or other customers before any court or administrative agency alleging that the Service or documentation, or any part thereof, or that the use, implementations or any other derivative works of the Service or documentation infringe any Intellectual Property Rights of any third party; and iv) copy, export, re-export, sublicense, rent, loan, lease, disclose, sell, market, commercialise, re-license, otherwise transfer to any third party or use or permit use of the Service or its contents (or any portions thereof) in any manner inconsistent with or not expressly permitted by Fortum.

By accepting these Terms of Use, you agree not to copy any material or data contained in the Service without the prior written consent of Fortum.

By sending, uploading, communicating, posting or otherwise transferring contents to the Service, you grant Fortum an irrevocable, non-exclusive, royalty-free, perpetual, transferrable and worldwide license to publish, reproduce, sell, sub-license and otherwise use the material. You also represent and warrant that the material does not infringe any proprietary or data protection related rights of any third parties.

1.3

Limitations of liability

Except as expressly defined above, Fortum provides the Service "as is" and hereby specifically disclaims all other warranties than those expressly provided by Fortum in these Terms of Use, whether express or implied. Fortum assumes no liability of errors in the Service which are a result of your or any third party's fault or negligence and/or improper, incorrect, or unauthorised use of the Service in a manner, for which it has not been designed, manufactured or specified for, or an external cause such as a failure and/or disruption in a electricity grid or internet connection.

Fortum does not guarantee that the Service is available or at your disposal at any time, and shall not be liable for loss of data or damages that are due to your use of the Service or possible interruptions in the Service. You should at all times maintain appropriate and adequate home insurance coverage.

The Service may be down and the information unattainable for example due to the maintenance.

Under no circumstances is Fortum liable for any modifications to the Service made by you or any third party not authorised by Fortum, or for any consequences resulting from your breach of these Terms of Use.

Fortum is not liable for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of force majeure.

The Service may contain links to third party websites. Fortum is not responsible for the privacy practices or contents of any such third party website. Since these Terms of Use only apply to this Service, you should read the privacy notices and terms of use of the websites carefully when you open such links.

Fortum reserves the right not to offer the Service or certain parts thereof to you.



1.4

Miscellaneous

Fortum may, at its discretion, terminate these Terms of Use and all licenses granted hereunder if you materially breach any obligation under these Terms of Use, and if such breach is not cured within thirty (30) days of written notice of the alleged breach. Fortum may terminate these Terms of Use and all licenses immediately if the breach is not curable.

Fortum may make changes to or terminate the Service at any time. Fortum will inform you of relevant, substantial changes to the Service through the Service.

Fortum may make changes to these Terms of Use at any time. Fortum will inform you of relevant, substantial changes to these Terms of Use through the Service, or via Email.

Fortum may assign these Terms of Use and/or any of its rights and obligations hereunder to any third party.

The failure by Fortum to enforce any of the provisions of these Terms of Use shall not constitute a waiver of the same or affect Fortum's rights thereafter to enforce the same.

These Terms of Use shall be governed by and construed in accordance with the laws of Finland, excluding its choice of law provisions.

Fortum Markets Oy

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