

# Terms of use for Kotka region public transport's Waltti online loading service and Waltti store

## 1. General information

These terms of use for the online service apply to the **Waltti online loading service**, which refers to the purchase of a *personal travel card* (hereinafter referred to as "**Service 1**"), provided by Kotka region public transport (hereinafter referred to as the "Service Provider"). In addition, the terms of use also apply to the **Waltti store**, which refers to *loading products onto a travel card* (hereinafter referred to as "**Service 2**"). These terms shall apply to all used and content of materials made available through Services 1 and 2, unless otherwise agreed or mentioned for some part. The person using the service (hereinafter referred to as the "User") must accept these terms as binding to them in order to be able to use the Service.

## 2. Description of the Service

In these terms of use, Services 1 and 2 refer to online services implemented for the sales of Kotka region public transport tickets and other products, if any, as well as the viewing of other information related to them.

## 3. Use of the Service and user registration

Registration is required in order to use Service 1. The User joins the Service by registering as a user on the related website and accepting these binding terms of use for the Service. The Service Provider may additionally require that the User provide certain information upon registration. Upon registration, the User shall specify a username and password required to use the Service and register their e-mail address with the Service. The information is stored in the Service Provider's Waltti user file. No age limits have been set for the use of the

Service. Service 2 can be used with or without registration.

## 4. Registration data and use thereof

The Service Provider has the right to use registration data concerning the User. The privacy policy for the user file is available on the Service Provider's website and at the service point.

## 5. Fees for the Service

A service fee determined by the competent authority may be charged for using Services 1 and 2. The User is obligated to pay the fee for products purchased via Services 1 and 2 using the method indicated in the Services, such as by online bank.

The Service Provider may change the prices of products sold via Services 1 and 2. The prices and commissions, if any, applicable at a given time are shown in the service. Prices include the value-added tax applicable at the time.

Additional information concerning the products is available on the Service Provider's website.

Any additional costs due to legislation, decrees or measures by authorities, such as changes in value-added tax, shall result in an increase to prices immediately from and inclusive of when the regulations come into effect. Kotka region's general terms of travel and travel cards shall apply to any costs resulting from investigations relating to tickets or travel cards. These terms are available on the Service Provider's website and at the service point.

## 6. Delivery methods and terms of delivery related to the Service

The number of tickets which can be purchased for the travel card may be limited. Limitations may apply to the number of tickets and, for value tickets, to the minimum and maximum amount of a single purchase and to the overall value. Limitations concern any tickets already

received (loaded) onto the travel card as well as tickets awaiting receipt (loading).

A binding agreement shall come to stand between the User and the Service Provider when the User has paid for a product sold via Services 1 and 2. Once payment is complete using an online bank or other payment method, the Services 1 and 2 User should return to the Service so that the product order/agreement can be confirmed.

Tickets purchased from Services 1 and 2 are delivered to various operators' devices, from which they can be loaded (received) onto travel cards selected by the User as follows:

- on operators' (traffic ordered by the Service Provider) devices, mainly (to be specified by Kotka region public transport) after two (2) hours and for fourteen (14) calendar days from the time of purchase.
- on the Service Provider's service point devices, mainly (to be specified by Kotka region public transport) after two (2) hours and for two (2) calendar days from the time of purchase.

The User themselves cannot cancel or return purchases completed in Services 1 and 2. A ticket which has been successfully purchased in the Services and which has not been loaded (received) can be returned at the Service Provider's service point within two (2) months from the time of purchase. The User must bring with them proof of identity and the travel card for which the ticket was purchased. A processing fee according to the price list valid at the time will be charged for the return.

If the successfully purchased tickets have not been loaded (received) onto the travel card within two (2) months from purchase, the value of such tickets will not be returned, and the tickets will not be eligible for compensation. Kotka region's general terms of travel and travel cards shall apply to the returns of loaded (received) tickets.

The User is always responsible for selecting the correct travel card, as purchases made for the wrong travel card cannot be annulled or

transferred to another travel card. If the selected travel card becomes damaged or lost before tickets purchased in Services 1 and 2 have been loaded (received) onto the travel card in question, the travel card can be replaced with a new one at the Service Provider's service point. Kotka region's general terms of travel and travel cards apply to lost and damaged travel cards.

## **7. Contents of the Service**

The Service Provider aims to provide Services 1 and 2 to as high a quality as possible. The Service Provider shall ensure that the contents of Services 1 and 2 comply with the law and good practice. The Service Provider develops Services 1 and 2 and has the right to change Services 1 and 2 and their contents as part of its normal operations in the manner and at the time it best sees fit.

## **8. Electronic advertising**

Upon registration the User may provide their consent for sending electronic advertising. If the User does not give their consent to electronic advertising, no electronic advertising will be sent to the address.

## **9. Service maintenance, availability and errors**

The Service Provider will do its best to ensure that Services 1 and 2 are provided without errors and interruptions. The Service Provider has the right to interrupt Services 1 and 2 because of a change, renewal or technical reason related to the Service or due to repair, installation or maintenance work carried out on the communications network, or due to a similar reason or if required by legislation or other regulation issued by an authority. If possible, service interruptions shall be announced in advance on the Service Provider's website and at the service point. Attempts will be made to schedule interruptions so that they do not cause any undue disruption to the User.

The Service Provider is not responsible for any errors caused by interruptions to data communications or other data communications services provided by a third party, or for errors in such services. Likewise, the Service Provider is not responsible for any errors caused by the User using Services 1 and 2 in breach of instructions or regulations, or errors which are otherwise caused by the User.

#### **10. Rights to the contents of the Service**

The contents and appearance of Services 1 and 2 are protected by copyright. Ownership rights and all copyrights and intellectual property rights to Services 1 and 2 belong to the Service Provider or to the company from which it acquires services. No rights to the Services will be transferred to the User. The User shall only be granted the non-exclusive right to use Services 1 and 2 in accordance with the instructions and terms of use.

#### **11. The User's right to use the Service**

The User undertakes to use Services 1 and 2 in accordance with these terms of use. The contents of the right to use the service is specified in this document containing the terms of use, which the User must accept as binding in order to use Services 1 and 2. The User must familiarise themselves with the instructions on how to use the Service and to act accordingly.

The User may only use Services 1 and 2 for private, non-commercial purposes or for other cases expressly permitted by legislation. If the User cites the contents of Services 1 and 2 as the law permits, the User is obligated to mention the source of information as required by good practice. The Service Provider has the right to prevent the use of Services 1 and 2 if it has justified grounds to suspect that the Service is being used in breach of the terms of use outlined in this document or otherwise in a manner that conflicts with the law or good practice.

#### **12. Username and password**

The username and password are personal, and the User may not transfer or otherwise disclose them to anyone. The User is responsible for storing their username and password and for ensuring that they are not disclosed to or obtained by third parties. The User is held responsible for the use of their username and password and the costs or fees, if any, resulting from such use.

The Service Provider has the right to change the User's username or password or any other credentials, if any, required for the use of Services 1 and 2, if required to do so for technical or other justified reasons. The Service Provider will not be held liable to provide compensation for such changes.

#### **13. Personal data**

The User shall provide the information necessary for the use of Services 1 and 2 in the service. The Service Provider has the right to process the User's personal data in accordance with the Personal Data Act and other legislation, and as outlined in more detail in the privacy policy. For Service 1, the User's data will be stored on the Service Provider's user file and for Service 2, the User's data will be stored on the Waltti store user file. The Service Provider will not disclose the User's information to third parties without the separate and express consent of the relevant party. The User has the legal right to prohibit the processing of their information for direct advertising, remote sales, or other direct marketing purposes.

#### **14. Data security**

The Service is protected by means of SSL protocol. The User is responsible for ensuring the appropriate organisation of data security on the information systems they use. The Service Provider shall treat all information concerning the user or submitted by the user as confidential. The Service Provider shall

efficiently organise the data security of its Service using a commonly accepted method and will endeavour to prevent unauthorised access to its systems by means of appropriate technical solutions.

### **15. Equipment, software and connections**

The User is responsible for the acquisition, functionality and costs arising from the equipment, software and network connections required for the use of the Service. They may not cause disruption or disturbance to the Service or other network users.

### **16. Liability for damage**

The Service Provider shall only be liable for any direct damage to the User which it has caused by a negligent breach of contract. If it can be demonstrated that an error is on part of the Service Provider, the User may be reimbursed for the costs unduly collected from the User in the Service. If the investigation of an error requires that the User visits the Service Provider's service point, reasonable travel costs may also be reimbursed to the User (a maximum of two (2) single tickets for Kotka region public transport). The Service Provider is not required to pay damages or any other indirect or direct remuneration or compensation as a result of disruption or error mentioned in section 9.

### **17. Force majeure**

Force majeure shall release the Service Provider from any obligations related to the Service if it prevents or causes unreasonable disruption to a performance related to the Service. The following are considered to be force majeure: fire, earthquake, flood, explosion, strike or other stoppage of work, authority regulation, disruption to the supply of energy, shortage of raw materials or supplies, disruption to cable or other communications caused by or resulting from a third party or other similar reason, of which

the party was unaware and for which it was not reasonably possible to prepare in advance. The Service Provider will announce a force majeure on the Service Provider's website as soon as it becomes apparent, if such an announcement is possible.

### **18. Changes to the terms of use**

The Service Provider has the right to make changes to these terms of use after announcing the changes on the Service Provider's website in good time before the changes come into effect.

### **19. Validity and termination of the Agreement**

This agreement shall become valid for the User once the User has accepted the terms of agreement by marking the terms of use as accepted, provided the Service Provider with the registration information required to open the Service, and registered as a User of the Service, or when the User has accepted the terms of agreement in another manner specifically approved by the Service Provider. The User is registered as a User once the Service Provider has approved the registration and issued a username and password for the User. The User has the right to terminate the agreement concerning the use of the Service in the Service at any time.

The agreement shall become valid for the Service Provider once the Service Provider has accepted the User's registration. The Service Provider has the right to terminate the agreement with immediate effect in the following cases:

- a) if the User has intentionally or through gross negligence acted in breach of the terms of use, or if the User has otherwise acted in breach of the terms of use and has failed to correct its actions immediately after being notified of the matter.
- b) if the User has intentionally provided incorrect registration information.

## **20. Transfer of obligations**

Neither party has the right to transfer their rights and obligations resulting from the agreement to a third party without the prior, written consent of the other party. The Service Provider, however, has the right to transfer its rights and obligations resulting from the agreement to an organisation to which it transfers its business operations.

## **21. Applicable law and resolution of disputes**

Finnish law shall apply to these terms of use and the Service intended in these terms, to Service-specific terms and any agreement concluded concerning the Service.

## **22. Contact information**

The Service Provider's contact information can be found on the website Kotka region public transport.