

By using the EVpay application, the user ("the User" or "You") accepts these terms of use and commits to comply with them. These terms of use are applied to the use of the EVpay application. If you register with the EVpay application as a company, association, or other legal entity, you assert that you are entitled to represent the said legal entity.

By registering with the EVpay application, you accept these terms of use and commit to following all instructions related to all services. These terms of use, together with the privacy notice and other information provided in the service, guide the use of the services, the website, and the software.

1. Definitions

"A Partner" means an operator in Finland or elsewhere that offers electric vehicle charging services and with whom Semel Oy has signed a mutual cooperation contract or who is involved in the Hubject GmbH's network or some other similar network that enables the use of the EVpay application at the said charging station.

"The EVpay application" means a digital application called EVpay, which is provided by Semel Oy for natural persons and legal entities related to electric vehicle charging points. The service enables the User to find charging stations, make advance reservations, control the charging (to start and to end the charging), and make payments.

"The User" means a natural person or legal entity that uses the EVpay application.

2. Service provider

Name: Semel Oy
Address: Valimotie 21
FI-00380
HELSINKI
VAT ID: FI0113821-2
Email address: semel@semel.fi

3. A description of the EVpay application

1. Semel Oy acts as a facilitator between the User and the Partners and provides a platform that the User may utilise in controlling the charging of electric vehicles.
2. In normal circumstances, the User may make an advance reservation by using the EVpay application. The User may start and stop the charging and is sent an electric receipt of each charging transaction via the application. The EVpay application also includes an order history, where the charging transactions of the User will be saved. There may be temporary disturbances in the EVpay application that are beyond the control of Semel Oy.
3. The User and the Partner are responsible for the actual charging transaction. Semel Oy is not responsible for ensuring that the User and the Partner meet their obligations agreed upon in connection to the charging transaction. When the User starts the charging transaction by accepting it, a binding contract is established between the User and the Partner on the purchase of the charging ("a Purchase contract").
4. When the User accepts the starting of the charging, the User also accepts the Partner's terms and conditions, obligations, and fees related to the charging.
5. Advance reservations or the use of a charging station may be temporarily or permanently restricted for reasons that are beyond the control of Semel Oy.

For more information about the application, please visit www.evpay.eu.

4. User accounts

1. To be able to use the EVpay application, the User must register with the application. Users register with the EVpay application when they start using the application. The User may need to register again following an update of the application.
2. The user account in the service is personal. Registration with the application is interpreted to mean that the User has created a user account.
3. If the User suspects that his or her user account is being used by a third party or if a third party has access to information that enables them to access the User's user account, the User must notify Semel Oy of this immediately. The User is responsible for all use of his or her user account.

5. Fees

1. Making charging point reservations through the EVpay application is free of charge. However, Semel Oy reserves the right to add, into the service, functions that are subject to a fee. The User will be notified of any such functions separately in the service.
2. The User's obligation to pay a fee is established when the Partner has accepted the starting of the charging.
3. The charging may be paid in the EVpay application by using all major debit and credit cards. In addition to the electricity price, the price of the charging is affected by various factors such as the day of the week, the time of the day, and the queuing time. Registration with the service enables all features of the application to be used efficiently. Upon registration, the User must provide his or her name, telephone number, email address, and payment card details. The payment card details are only saved in the system of the mobile payment operator; Semel Oy has no access to its customers' payment card details and does not save them in its own systems.
4. Charging point reservations made through the EVpay application may be subject to a separate fee, in which case the Partner will charge a reservation fee in connection to the payment of the charging.

6. Intellectual property rights

1. All immaterial rights to the EVpay application and related documentation and parts of them are the exclusive property of Semel Oy. "Immaterial rights" means copyrights and related rights (including the protection of databases and lists and the right to a photograph), patents, utility models, design rights, trademarks, business names, business secrets, knowhow, and any other registered or unregistered immaterial rights.
2. These terms of use do not give the User any immaterial rights to the EVpay application.

7. Other terms and conditions applied to the use of the EVpay application

1. To register with the EVpay application, you must be at least 16 years of age and legally competent.
2. The User must comply with all valid legislation and other regulations in the use of the EVpay application.
3. We develop the EVpay application constantly and may remove or modify the EVpay application or its functions, including the features and Partners that are available in the EVpay application.
4. When you use the EVpay application, you may come across content or information that is erroneous, incomplete, delayed, misleading, illegal, insulting, or harmful in some way. Semel Oy does not principally check the information that is added in the EVpay application

- by its Partners. Semel Oy is not responsible for the content that third parties (including Partners) add in the EVpay application or for any damage that is caused by the use of such content.
5. The User is responsible for acquiring and maintaining the devices and equipment (such as a mobile phone), and connections that are needed to use the EVpay application, and for any related costs. The services require the use of a mobile phone data connection. This may cause expenses for the User.
 6. The User must not (i) use or attempt to use the user account of another person in the EVpay application (ii) copy, modify, or create a derivative product of the EVpay application or any related technology; (iii) reverse engineer, deconstruct, decrypt, or otherwise try to discover the source code of the EVpay application or related technologies or parts of them; (iv) remove from the EVpay application markings related to copyright or trademarks or other similar rights; (v) remove, cover, or hide any advertisements that are part of the EVpay application; (vi) collect, use, copy, or transfer any data that he or she has acquired from the EVpay application without a prior written consent of Semel Oy; (vii) create a user account in the EVpay application by using another person's identity details or other erroneous data; (ix) use the EVpay application through some other user interfaces than those offered by Semel Oy (the EVpay application).
 7. Semel Oy has the right to remove the User from the EVpay application with immediate effect if (i) the User misuses the EVpay application or causes damage to the Users or a Partner of the EVpay application, (ii) the User misuses the service or the application or fails to comply with the obligations under these terms of use; (iii) Semel Oy or a Partner has a justified reason to suspect a misuse of the EVpay application and this may lead to a compensational liability.
 8. Semel Oy processes and conveys personal data collected regarding the Users in accordance with these terms of use and its privacy notice.
 9. The User accepts that his or her personal data may be used for implementing the service and that they may be conveyed to the Partners. The User also accepts that Semel Oy and Partners may use the personal data for direct marketing purposes.

8. Validity and termination

1. These terms of use and any changes made to them by Semel Oy will be applied to the User for as long as the User uses the EVpay application.
2. The user may discontinue to use of the EVpay application at any time.
3. Semel Oy may discontinue the provision of the EVpay application at any time, either permanently or temporarily.
4. If errors have occurred in the actual charging transaction, the User may contact the Partner directly.
5. Should a User consider that the Purchase contract has been violated, he or she must submit a claim to the relevant Partner without undue delay. The defects must be specified clearly in the claim.

9. Applicable law and settlement of disputes

Finnish law will be applied to these terms of use and they will be interpreted in accordance with Finnish legislation. If you are a consumer client living in the EU area, the binding consumer protection regulations of the country of your residence cannot be deviated from to your detriment. Any disputes arising from or in connection to these terms of use will be first taken to Helsinki District Court. However, consumers may always bring an action and defend him- or herself at the court of first instance of their place of residence. Consumer Users may also use the online-based dispute settlement service of the European Commission. The service is available at ec.europa.eu. As a Finnish consumer, you may turn to the Consumer

Disputes Board in dispute situations (for further instructions, see kuluttajariita.fi and kuluttajaneuvonta.fi).

10. Changes to the terms of use

1. Semel Oy may make changes to these terms of use
2. Semel Oy will notify the User of any changes made to the terms of use in the EVpay application. If the User does not accept the changed terms of use, the User must discontinue the use of the EVpay application.

11. Transferability

1. Semel Oy has the right to transfer the personal data that it has collected in accordance with its description of the file. In addition to this, Semel Oy has the right to transfer, without the consent of the User, its rights and liabilities related to the EVpay application either in full or in part to its group company, successor, or a party that acquires the business operations related to EVpay application.
2. The User does not have the right to transfer its rights and liabilities under these terms of use either in full or in part.

DESCRIPTION OF THE PERSONAL DATA FILE

The Controller is

Semel Oy (0113821-2)
Valimotie 21
FI-00380 HELSINKI
Tel. +35820 7429 400 evpay@semel.fi

The name of the register is EVpay customer register.

Purpose of the processing

We process personal data principally in order to provide our services and to maintain and develop our business operations, and to enhance the quality of our services.

Personal data is also being processed in order to contact you in matters concerning our service and to notify you of any related changes. In addition, we also process and convey personal data to our cooperation partners for direct marketing purposes in so far as the User has given his or her consent for this.

Data to be processed

The data saved in the register include the telephone numbers of the users and data as positioning data. In addition, feedback data added by the User in the system in relation to the operation of the service may be saved in the register.

The data to be saved in the register are collected in connection to the use of the EVpay application.

Grounds for the processing

Semel Oy processes personal data in order to manage its liabilities under the contracts and to act in accordance with the requirements set in legislation.

Transfer of personal data

Data contained in the register will not be transferred outside the European Union or outside the European Economic Area.

Recipients of the data

Semel Oy conveys the data contained in the register for justified purposes (such as implementing Orders and direct marketing).

If Semel Oy is a party in a merger, asset deal, or other acquisition, personal data may be transferred to a third party that is involved in the said acquisition or asset deal. In such a case, the confidentiality of personal data is ensured.

Subject to an explicit consent of the User

Personal data may be conveyed to third parties in other situations than those described in the above only when the User has given his or her explicit consent for this, except when the sharing of personal data is necessary for the provision of our service or to fulfil the requirements of the law.

The User has the right to cancel his or her consent at any time.

Storage period of personal data

Semel Oy only stores personal data for the period of time that is permitted by law or that is necessary for the purpose of the personal data processing. The storage period depends on the nature of the data and the purpose of its processing. Therefore, the maximum storage period varies depending on the purpose of the data. Usually, personal data is stored for the provision of services for a maximum of two years from the moment the customer relation ended.

Information security

We take all reasonable and appropriate technical and organisational measures to protect the EVpay application and to prevent unauthorised access to your personal data, and to protect your personal data against loss, misuse, disclosure, and unauthorized modification.

Inspection right

The User has the right to inspect the data concerning him- or herself. If the previous information request was submitted less than 12 months earlier, Semel Oy may charge a fee for implementing the measures required by the request.

The right to demand that data be corrected

The User has the right to demand that any incorrect, inaccurate, outdated, or unnecessary data be corrected or supplemented.

The right to demand that data be deleted

The User may also request that personal data be removed from the system. Actions required by the request will be implemented, unless Semel Oy has a justified reason not to delete the said data. The data is not necessarily removed from all of our backup and other similar systems immediately.

The right to object

The User has the right to object to the processing of his or her personal data. The user may object to the processing of his or her personal data even when the processing is based on a previously given consent. Objecting to the processing of the personal data may lead to more restricted opportunities to use the EVpay application. The User also has the right to prohibit the use of his or her personal data for direct marketing by contacting the addresses below.

The right to restrict the processing of data

The User has the right to restrict the processing of certain personal data. A request to restrict the processing of data may lead to more restricted opportunities to use the EVpay application.

The right to transfer the data from one system to another

The user has the right to receive his or her personal data from Semel Oy in a structured and commonly used format that enables the User to convey the information to another Controller.

Executing the rights

The User may execute the above specified rights by sending a letter or email that includes his or her telephone number to the below address. Semel Oy may request additional information that is necessary to verify the identity of the User. Semel Oy may reject requests that are repeated unreasonably often, are too excessive, or are unjustified. If the User considers the processing of his or her personal data to be in conflict with valid legislation, the User may submit a complaint to the local data protection authority.

Contact details of the Controller:

Semel Oy

Inspection request / Details of the personal data file / EVpay

PL 1000

FI-00380 HELSINKI

Updated on 19th of October 2020