



## Terms of use of the OP Shared Car service

### 1. Scope of application and establishment of the agreement

These terms and conditions shall apply to the agreement on the OP Shared Car service (Service) between You (Customer) and the Service Provider. Service Provider:

Pivo Wallet Oy  
Gebhardinaukio 1, 00510, Helsinki

The agreement is established when your registration as a Service user has been approved. If your driving licence has been issued in a country other than Finland, contact our customer service.

### 2. Service usage

You can book a car via the OP Shared Car app (App).

In order to use the Service, you must have at least a category B driving licence.

You may drive on roads that are maintained in Finland. You may not let anyone else drive the vehicle.

At the end of the booking, return the car to the same OP Shared Car station from where you picked it up, plug in the car for recharge and lock the doors with the App.

### 3. Your duties

#### Let us know if your personal details change

Let us know immediately if there is a change in your name, contact details or your right to drive, or if it is restricted in any way.

#### Obey the laws and good practice

Follow the traffic rules and take others into account in traffic. Do not carry substances or items that are dangerous or that do not fit in the car due to their weight, volume or size.

#### The car is only meant for normal driving by private users

It is forbidden to use the car for any purpose other than normal driving by private users. It may not be used for business, training or car sports.

#### Take care of the car as if it were your own

Keep the car clean and functional. Smoking in the car is prohibited. Drive safely. Leave at least the range for a 15-kilometre drive in the battery.

#### You are responsible for any damage you cause

The cars of the Service have been insured with motor liability insurance and with the comprehensive motor vehicle insurance (deductible €500). If you have an accident, you will pay the deductible. However, if you have caused an accident by acting against the law or against these terms and conditions, you are fully liable for the damage you have caused.

#### Keep your Service user identifiers safe

Keep your Service user identifiers safe, so that no one else can get a hold of them. You are responsible for any actions performed in the Service with your user identifiers.

### 4. Service availability and error situations

We aim to keep the Service available at all times. There may, however, be breaks or interruptions in the Service, due to issues such as maintenance operations, too much traffic or some other reason. If there are interruptions, we will notify of this in advance in the Service, whenever possible. We are not liable for any damage or loss of benefit or use caused by service breaks.

We have the right to prevent the use of the Service if your right to drive has been restricted, the conditions for Service usage are not fulfilled, or you have acted against the agreement on use of the Service.

If there is a problem in our Service, let our customer service know immediately. We will do our best to correct the matter as soon as possible.



## 5. Payments

We will charge the fees, based on the list of Service charges and fees, from the payment card you have indicated. If the fee cannot be charged, you will be responsible not only for the fee but also for the costs of debt collection and penalty interest in accordance with the Interest Act.

## 6. Data protection

We will process your personal data in accordance with applicable legislation and with our file description. We register the location data of the cars and use it for providing and developing the Service, and for fulfilling Service-related obligations. For example, if an accident occurs, we can locate the car. When we process data, we may use other service providers, but we will not disclose your data outside OP Financial Group without your consent.

## 7. Contractual changes

If necessary, we may change these terms and conditions or the charges and fees of the Service. We will notify you by email of changes to these terms and conditions, 30 days before the change. If the change is only positive to you, it may come into force immediately upon notification.

## 8. Intangible rights

The intangible rights related to the Service belong to us or to our contracting parties.

## 9. The agreement's validity, termination and cancellation

You can terminate the Service by notifying our customer service by email. The agreement terminates 14 days after your notice. Until then, you may use the Service.

If we terminate the agreement, we will send a notice to your email 30 days before the agreement terminates.

Either party may cancel the agreement with immediate effect, if the other party has been in material breach of its contractual obligations.

In accordance with the Consumer Protection Act, you have the right to cancel this agreement within 14 days from the establishment of the agreement. We will then debit the rental fees of the car according to your usage.

You do not have the right of withdrawal under the distance selling provisions to cancel an individual rental on the basis of Chapter 6, section 16(11) of the Consumer Protection Act.

## 10. Force majeure

If an error, delay or other damage is due to a force majeure event beyond our control, and we have not been able to take it reasonably into account in advance or predict the consequences, we will not assume responsibility for the damage. A force majeure event is, for example, a disruption independent of the Service in data communication connections or in other electronic communication, or a disruption in the Service caused by fire or another accident. A strike, lockout, boycott or another industrial action is a force majeure event also when we are subject to or involved in it ourselves.

## 11. Settlement of disputes

Please contact us first and we will try to solve the matter together.

You can submit the matter to the Consumer Disputes Board. [www.kuluttajariita.fi](http://www.kuluttajariita.fi). You may also bring action in the District Court of your Finnish domicile, or in Helsinki. If you are not domiciled in Finland, the place of jurisdiction is the Helsinki District Court.