



Fortum Battery Recycling Portal - Terms of Use

1. GENERAL

Fortum Battery Recycling Portal is a service operated by Fortum Battery Recycling Oy ("Fortum"), Business ID: 2000019-8, which provides the customer with access to a customer portal (the "Service"). These terms of use ("Terms of Use") apply between Fortum and the user of the Service ("Customer").

2. DESCRIPTION OF THE SERVICE

The Customer Portal allows the Customer to view its own recycling management services and reports. The Customer must accept these Terms of Use in order to access the Service. The Customer must have a valid customer relationship with Fortum to access the Service. By accepting the Terms of Use, the Customer confirms that he has read and agrees to Terms of Use and agrees to be bound by them.

3. INTRODUCTION OF THE SERVICE

To use the Service, it is required that an identity will be created for Customer into the Service. Contact Fortum Battery Recycling Customer Service to activate the Service

4. TERMINATION OF THE SERVICE

The Service is an additional service based on the customer relationship and does not supersede the actual battery recycling and waste agreement between Fortum and the Customer.

When the Customer's battery recycling and waste agreement ends, the Customer's Service will also automatically terminate upon termination of the Agreement. The Service shall also be terminated if the Customer does not sign in to the Service for three (3) years.

The Customer may choose to delete their account in the Service by notifying the Fortum Battery Recycling customer service.

For the sake of clarity, deleting the Service or account shall not affect any other obligations the Customer has with Fortum. If the Customer fails to resolve a matter within a reasonable period after receiving notification of it, Fortum shall have the right to terminate the Service with immediate effect in the following situations:

- The Customer is using the Service in a manner that violates these Conditions or the obligations they have towards Fortum;
- Fortum has reason to suspect that the Service is being misused; or
- The Customer does not fulfil the payment obligation.



Additionally, Fortum shall have the right to cancel the Customer's Service by notifying the Customer thereof no later than 14 days before the planned change.

5. GENERAL TERMS AND CONDITIONS

The Customer shall authorise persons to have the right to use the Service. The right to use the Service is user-specific, and the user shall not give others access to the Service or its content. The Customer is responsible for ensuring that their user data provided upon registration of the Service are accurate and will be updated if necessary. Fortum is not responsible for any inaccurate data provided during or after registration. The Customer shall be liable for any unauthorised access to the Service. The Customer is responsible for ensuring that authorised users have the right to process the data included in the Service and are obligated to observe confidentiality. If the Customer fails to comply with the terms described in this section, Fortum shall have the right to close the Customer's Service. The Customer shall notify the Fortum Battery Recycling customer service without delay if they suspect a third party has obtained access to their identity.

6. CHANGES TO THE TERMS OF USE OR SERVICE

Both parties understand that digital services are evolving rapidly. Fortum may make changes to the Service to improve the usability of the Service.

The Service may also be modified to better meet the needs of Fortum's other services. Fortum may also add new services and features or remove features in a manner and at times it deems appropriate.

Changes to the Service may require changes to these Terms of Use.

Fortum reserves the right to modify the terms and conditions set forth in these Terms of Use to adapt the Service or its terms to reflect changing business requirements, new technologies, new equipment, standards, legislation, policies, or appropriate technical, administrative, operational or other relevant practices.

Fortum may change these Terms of Use by updating them at least 14 days prior to the effective date of the changes. The Customer will be informed of any changes relevant to the Customer's rights and obligations by e-mail. If the Customer does not accept the changes, the Customer has the right to terminate the Service without notice.

Fortum reserves the right to introduce charges for the Service, part of the Service or additional service. If such a charge is introduced, the Customer will be informed at least 14 days before the introduction. If the Customer does not accept the changes, the Customer has the right to terminate the Service without notice.

Fortum reserves the right to terminate the Service by giving the Customer at least 14 days' notice of termination.

7. IMMATERIAL RIGHTS

The material in the Service, such as text, graphics, names, images, graphs, drawings, logos, icons, recordings and programmes, belong to Fortum, its associated companies or joint enterprises, licensors or partners. All rights to the Service content are reserved, apart from the exceptions mentioned in these Conditions. Copying, transferring, altering, saving,



publishing or distributing the material without an advance written consent from Fortum is prohibited. However, this limitation does not apply to material created for the Customer based on the customer relationship, the ownership of which Fortum and the Customer shall agree separately. Viewing the Service on a computer or similar device and printing for non-commercial purposes are allowed. Documents meant to be published can be used in public data transmissions, but the source must always be mentioned.

8. PERSONAL DATA

Fortum acts as a controller in making personal data available to the Customer in the Service. Fortum processes the Customer's personal data in accordance with its effective privacy statement. The effective privacy statement is available on Fortum's website.

The Customer acts as a controller when it processes personal data through the Service. As the controller, the Customer is responsible for having a legal basis for processing its employees' personal data, informing the data subjects of the processing and otherwise complying with its obligations as a controller in accordance with the privacy statement. The Customer shall also inform the data subjects of personal data processing by Fortum by making Fortum's privacy policy available to them. In data protection, Fortum is only responsible for its own processing of the personal data of the data subjects represented by the Customer. The parties shall immediately inform each other of any requests and notifications related to the other party's processing of personal data, such as notifications related to personal data breaches and requests by data subjects and the public authorities. In so far as necessary, the parties shall cooperate to ensure compliance in the processing of such personal data to which both parties have access.

Fortum has the right to use the data provided by the Customer in the Service for marketing, business operations and service development.

9. FORTUM'S LIABILITY AND LIMITATIONS OF LIABILITY

Fortum offers no guarantees for the Service. Fortum does not guarantee that the Service can be used without any faults or disruptions. Fortum is not responsible for the accuracy, currency or completeness of data.

Fortum is not liable for any direct or indirect costs, losses or damages, including but not limited to loss of revenue, earnings or winnings, interruption of operations or loss of data caused by the Service, the use of its content or disruptions in the Service. Fortum is not liable for disruptions in the information system or telecommunications, losses or damages caused by faults or malware, or any third-party sites or their content that may be referred to in the Service.

Fortum is not liable for any indirect damage to the Customer, such as loss of income or damage to a relationship between the Customer and a third party, unless the damage is caused by Fortum's gross negligence or intent. However, Fortum's liability never exceeds the responsibility set in imperative legal provisions.

10. TRANSFER OF RIGHTS AND OBLIGATIONS

The Customer is not entitled to transfer the right to use the Service to a third party.

Fortum has the right to transfer the Service or its maintenance and the related responsibilities and obligations to another company belonging to the same group. Fortum shall also have the right to transfer the said responsibilities and obligations in the event that



Fortum or its business is transferred to a third party company as a result of a trade, business transfer, merger or division or other similar arrangement.

11. OTHER TERMS AND CONDITIONS

The Service is intended only for Fortum Battery Recycling Oy's business customers. Fortum reserves the right to deliver notifications to the Customer by e-mail, which is indicated in the Service. The use of this Service is subject to these Terms of Service in the first instance. In addition, the terms and conditions of any Service Agreement between the Customer and Fortum shall apply.