

# END USER LICENSE AGREEMENT

LAST UPDATED JUNE 13, 2022

Eazy eCycle is licensed to you (End-User) by Turku University of Applied Sciences, located and registered at Joukahaisenkatu 3, Turku, Varsinais-Suomi 20520, Finland ('**Licensor**'), for use under the terms of this Licence Agreement.

By downloading the Licensed Application from Apple's software distribution platform ('App Store') and Google's software distribution platform ('Play Store'), and any update thereto (as permitted by this License Agreement), You indicate that You agree to be bound by all of the terms and conditions of this Licence Agreement, and that You accept this Licence Agreement. App Store and Play Store are referred to in this License Agreement as 'Services'.

The parties of this License Agreement acknowledge that the Services are not a Party to this Licence Agreement and are not bound by any provisions or obligations with regard to the Licensed Application, such as warranty, liability, maintenance and support thereof. Turku University of Applied Sciences, not the Services, is solely responsible for the Licensed Application and the content thereof.

Eazy eCycle when downloaded through the Services, is licensed to You for use only under the terms of this Licence Agreement. The Licensor reserves all rights not expressly granted to You. Eazy eCycle is to be used on devices that operate with Apple's operating systems ('iOS' and 'Mac OS') or Google's operating system ('Android').

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# 1. THE APPLICATION

Eazy eCycle ('Licensed Application') is a piece of software created as a user interface for compatible electronic bicycle charging devices — and customised for iOS and Android mobile devices ('Devices'). It is used to facilitate and control the charging stations ports, while displaying information pertaining to the process.

# 2. SCOPE OF LICENCE

2.1 You are given a non-transferable, non-exclusive, non-sublicensable licence to install and use the Licensed Application on any Devices that You (End-User) own or control and as permitted by the Usage Rules, with the exception that such Licensed Application may be accessed and used by other accounts associated with You (End-User, The Purchaser) via Family Sharing or volume purchasing.

2.2 This licence will also govern any updates of the Licensed Application provided by Licensor that replace, repair, and/or supplement the first Licensed Application, unless a separate licence is provided for such update, in which case the terms of that new licence will govern.

2.3 You may not share or make the Licensed Application available to third parties (unless to the degree allowed by the Usage Rules, and with Turku University of Applied Sciences's prior written consent), sell, rent, lend, lease or otherwise redistribute the Licensed Application.

2.4 You may not reverse engineer, translate, disassemble, integrate, decompile, remove, modify, combine, create derivative works or updates of, adapt, or attempt to derive the source code of the Licensed Application, or any part thereof (except with Turku University of Applied Sciences's prior written consent).

2.5 You may not copy (excluding when expressly authorised by this licence and the Usage Rules) or alter the Licensed Application or portions thereof. You may create and store copies only on devices that You own or control for backup keeping under the terms of this licence, the Usage Rules, and any other terms and conditions that apply to the device or software used. You may not remove any intellectual property notices. You acknowledge that no unauthorised third parties may gain access to these copies at any time. If you sell your Devices to a third party, you must remove the Licensed Application from the Devices before doing so.

2.6 Violations of the obligations mentioned above, as well as the attempt of such infringement, may be subject to prosecution and damages.

2.7 Licensor reserves the right to modify the terms and conditions of licensing.

2.8 Nothing in this licence should be interpreted to restrict third-party terms. When using the Licensed Application, You must ensure that You comply with applicable third-party terms and conditions.

# 3. TECHNICAL REQUIREMENTS

3.1 The Licensed Application requires a firmware version 1.0.0 or higher. Licensor recommends using the latest version of the firmware.

**3.2** The Licensed Application can only function with hardware that is certified and provided by the Licensors.

**3.3** Licensors attempt to keep the Licensed Application updated so that it complies with modified/new versions of the firmware and new hardware. You are not granted rights to claim such an update.

**3.4** You acknowledge that it is Your responsibility to confirm and determine that the app end-user device on which You intend to use the Licensed Application satisfies the technical specifications mentioned above.

**3.5** Licensors reserve the right to modify the technical specifications as it sees appropriate at any time.

## **4. NO MAINTENANCE OR SUPPORT**

**4.1** Turku University of Applied Sciences is not obligated, expressed or implied, to provide any maintenance, technical or other support for the Licensed Application.

**4.2** Turku University of Applied Sciences and the End-User acknowledge that the Services have no obligation whatsoever to furnish any maintenance and support services with respect to the Licensed Application.

## **5. CONTRIBUTION LICENCE**

You agree that we may access, store, process, and use any information and personal data that you provide following the terms of the Privacy Policy and your choices (including settings).

By submitting suggestions of other feedback regarding the Licensed Application, you agree that we can use and share such feedback for any purpose without compensation to you.

## **6. LIABILITY**

**6.1** Licensors' responsibility in the case of violation of obligations and tort shall be limited to intent and gross negligence. Only in case of a breach of essential contractual duties (cardinal obligations), Licensors shall also be liable in case of slight negligence. In any case, liability shall be limited to the foreseeable, contractually typical damages. The limitation mentioned above does not apply to injuries to life, limb, or health.

**6.2** Licensors take no accountability or responsibility for any damages caused due to a breach of duties according to Section 2 of this Licence Agreement. To avoid data loss, You are required to make use of backup functions of the Licensed Application to the extent allowed by applicable third-party terms and conditions of use. You are aware that in case of alterations or manipulations of the Licensed Application, You will not have access to the Licensed Application.

## **7. WARRANTY**

**7.1** Licensors warrant that the Licensed Application is free of spyware, trojan horses, viruses, or any other malware at the time of Your download. Licensors warrant that the Licensed Application works as described in the user documentation.

**7.2** No warranty is provided for the Licensed Application that is not executable on the device, that has been unauthorisedly modified, handled inappropriately or culpably, combined or installed with inappropriate hardware or software, used with inappropriate accessories, regardless if by Yourself

or by third parties, or if there are any other reasons outside of Turku University of Applied Sciences's sphere of influence that affect the executability of the Licensed Application.

**7.3** You are required to inspect the Licensed Application immediately after installing it and notify Turku University of Applied Sciences about issues discovered without delay by email provided in Product Claims. The defect report will be taken into consideration and further investigated if it has been emailed within a period of ninety (90) days after discovery.

**7.4** If we confirm that the Licensed Application is defective, Turku University of Applied Sciences reserves a choice to remedy the situation either by means of solving the defect or substitute delivery.

**7.5** In the event of any failure of the Licensed Application to conform to any applicable warranty, You may notify the Services Store Operator. To the maximum extent permitted by applicable law, the Services Store Operator will have no other warranty obligation whatsoever with respect to the Licensed Application, and any other losses, claims, damages, liabilities, expenses, and costs attributable to any negligence to adhere to any warranty.

**7.6** If the user is an entrepreneur, any claim based on faults expires after a statutory period of limitation amounting to twelve (12) months after the Licensed Application was made available to the user. The statutory periods of limitation given by law apply for users who are consumers.

## **8. PRODUCT CLAIMS**

Turku University of Applied Sciences and the End-User acknowledge that Turku University of Applied Sciences, and not the Services, is responsible for addressing any claims of the End-User or any third party relating to the Licensed Application or the End-User's possession and/or use of that Licensed Application, including, but not limited to:

- (i) product liability claims;
- (ii) any claim that the Licensed Application fails to conform to any applicable legal or regulatory requirement; and
- (iii) claims arising under consumer protection, privacy, or similar legislation, including in connection with Your Licensed Application's use of Amazon Web Services.

## **9. LEGAL COMPLIANCE**

You represent and warrant that You are not located in a country that is subject to a E.U Government embargo, or that has been designated by the E.U as a 'terrorist supporting' country; and that You are not listed on any EU list of prohibited or restricted parties.

## **10. CONTACT INFORMATION**

For general inquiries, complaints, questions or claims concerning the Licensed Application, please contact:

Samuli Ranta  
Turku University of Applied Sciences  
Joukahaisenkatu 3  
20520 Turku  
FINLAND  
[nerc@turkuamk.fi](mailto:nerc@turkuamk.fi)

## **11. TERMINATION**

The licence is valid until terminated by Turku University of Applied Sciences or by You. Your rights under this licence will terminate automatically and without notice from Turku University of Applied Sciences if You fail to adhere to any term(s) of this licence. Upon Licence termination, You shall stop all use of the Licensed Application, and destroy all copies, full or partial, of the Licensed Application.

## **12. THIRD-PARTY TERMS OF AGREEMENTS AND BENEFICIARY**

Turku University of Applied Sciences represents and warrants that Turku University of Applied Sciences will comply with applicable third-party terms of agreement when using Licensed Application.

In Accordance with Section 9 of the 'Instructions for Minimum Terms of Developer's End-User Licence Agreement', both Apple and Google and their subsidiaries shall be third-party beneficiaries of this End User Licence Agreement and — upon Your acceptance of the terms and conditions of this Licence Agreement, both Apple and Google will have the right (and will be deemed to have accepted the right) to enforce this End User Licence Agreement against You as a third-party beneficiary thereof.

## **13. INTELLECTUAL PROPERTY RIGHTS**

Turku University of Applied Sciences and the End-User acknowledge that, in the event of any third-party claim that the Licensed Application or the End-User's possession and use of that Licensed Application infringes on the third party's intellectual property rights, Turku University of Applied Sciences, and not the Services, will be solely responsible for the investigation, defence, settlement, and discharge or any such intellectual property infringement claims.

## **14. APPLICABLE LAW**

This Licence Agreement is governed by the laws of Finland, and by extension the E.U, excluding its conflicts of law rules.

## **15. MISCELLANEOUS**

**15.1** If any of the terms of this agreement should be or become invalid, the validity of the remaining provisions shall not be affected. Invalid terms will be replaced by valid ones formulated in a way that will achieve the primary purpose.

**15.2** Collateral agreements, changes and amendments are only valid if laid down in writing. The preceding clause can only be waived in writing.

## **16. POWERED BY SENSOAN - THE RELATIONSHIP BETWEEN SENSOAN OY AND TURKU UNIVERSITY OF APPLIED SCIENCES**

Sensoan Oy (Developers) are the contracted developers of the Licensed Application. The Developers are responsible for current builds, bug-related fixes, and security concerns regarding application functionality. By agreeing to the terms and conditions laid out by this legally binding agreement - You understand that the Developers acts as a third-party until the current contract ends in August 2022. Future agreements will be outlined in the terms and conditions when required.

The licensor assumes responsibilities as the owner of the application, and the hardware provided to facilitate the charging of electronic bicycles. Any contact details and reporting of relevant information as outlined in this agreement - The licensor act as the first point of contact.

## 17. Privacy Policy

# Eazy eCycle Privacy Policy

The E-bike charging station application was developed in collaboration with New Energy Research group at Turku University of Applied Sciences referred to as 'TURKU UAS' from this point on. This privacy policy will explain how our application uses personal data it collects from you when you accept our Terms and Conditions and create an account. The Eazy eCycle application will be referred to as 'application' from this point forward.

### Topics:

1. What data does the application collect?
2. How do we collect your data?
3. How will we use your data?
4. How will we store your data?
5. What are your data protection rights?
6. Privacy policies of third parties and other websites
7. Changes to our privacy policy
8. How to contact us
9. How to contact the appropriate authorities

### 1. What data does the application collect?

The application collects the following:

- Personally identifiable information (Name, email address)

### 2. How do we collect your data?

You directly provide TURKU UAS, through the application, with the data we collect. TURKU UAS collects and processes data when you:

- Register an account through the application to sign in.

### 3. How will we use your data?

TURKU UAS will collect your data so that we can:

Store your account information so you can sign in. Keep a security token attached to your email to allow you to stay signed in.

If you agree, TURKU UAS may send you emails about updates to the application, potential downtime, and requests to fill out user experience surveys.

## 4. How do we store your data?

TURKU UAS securely store your data using Amazon Web Services, using the database platform located in the 'European Region'. The exact location of servers hosting your data can change occasionally due to Amazon's policies of backing up data, upgrading servers, or TURKU UAS upgrading storage. To find out the exact server location of your data, we recommend you contact us directly. Contact information will be located at the end of this document.

TURKU UAS will keep your email address indefinitely. We delete your data on request by contacting us directly or by deleting your account through the application.

## 5. Privacy policies of other websites

The application may have links to third-party websites. This privacy policy only applies to the application. If you choose to visit other sites, you should read their privacy policy.

## 6. Changes to our privacy policy

TURKU UAS keeps its privacy policy under regular review. This privacy policy was updated on 25 May 2022.

## 7. How to contact us

If you have any questions regarding our privacy policy, such as requesting the server location outlined in the 'How we store your data' section of this privacy policy, or to exercise any of your data protection rights, please do not hesitate to contact us.

### CONTACT PERSON:

Jaani Kuusela  
Tietosuojavastaava - Data Protection Officer (DPO)  
Erityisasiantuntija (Tietosuoja, tutkimusetiikka)  
Certified Information Privacy Professional (CIPP/E)  
Turun ammattikorkeakoulu - Turku University of Applied Sciences  
+358 44 9072894  
[jaani.kuusela@turkuamk.fi](mailto:jaani.kuusela@turkuamk.fi)

### NEW ENERGY RESEARCH GROUP CONTACT INFORMATION:

Phone: +358 403550833  
Email: [nerc@turkuamk.fi](mailto:nerc@turkuamk.fi)

## **8. How to contact the appropriate authority**

Should you wish to report a complaint or if you feel TURKU UAS has not addressed your concern sufficiently, you may contact the Information Commissioner's Office.

Name: Pekka Nousiainen

E-mail: [pekka.nousiainen@ec.europa.eu](mailto:pekka.nousiainen@ec.europa.eu)

Phone: +358 50 472 3015

(This information was sourced from Finland's representation in the EU. If you are a resident of another country, contact your local office's information manager directly.)