



## TERMS OF WEB AND MOBILE SERVICES

Valid since October 1st 2016. Latest Terms of Service document is available at [www.remuc.com](http://www.remuc.com)

### 1 DEFINITIONS

**User** – Natural person using the service.

**SIM card, SIM** – SIM card delivered by Embelin Ltd. alongside with a service and/or device, intended to be used in conjunction with the service.

**Embelin** – Embelin Ltd, a Finnish company specialized in software and embedded systems design. VAT id: FI10867716, address Tullivahdinkatu 1 C 1, 90120 OULU, Finland.

**Customer** – The legal or natural person under contract with Embelin.

**Network operator** – Operator of the electronic network that is used to supply Embelin services.

**Basic features level**– Service package included in normal Remuc usage. Consists of "My Remuc" service, mobile application and normal Remuc usage information archiving with 7 days' backlog.

**Positioning level** – Service package included with those Remuc versions that have a GPS receiver. Contains (in addition to Basic features level) positioning data archiving to Remuc cloud server and services that are based on positioning data. Only the latest positioning information is saved.

**Driver's Log level** – In addition to Basic features and Positioning level: all collected data is archived to Remuc cloud service and can be visualized via a special web service. All data archived for at least 5 years.

**Fleet/FMS service** – Service package that contain fee-based, additional service-enhancing features.

**Remuc server, Remuc cloud service** – Server and/or service where customer's Remuc device is connected to and data transaction is performed.

**Remuc Web store** – Web store managed by Embelin Ltd. Sells Embelin products and service packages.

**Usage information** – data collected and archived to Remuc server and/or Remuc cloud service. Collected data depends on the customer hardware and service package.

**Service subscription, subscription fee** – A separate fee paid for Remuc usage. Compulsory on some Remuc versions.

**Terms** – These Terms of Service.

### 2 ABOUT TERMS

Terms are applied to all services based on Remuc platform and supplied by Embelin or any Embelin-approved vendors (with contract between Embelin and Customer).

More detailed product information available at [www.remuc.com](http://www.remuc.com).

Customer accepts these Terms by making an order in Remuc Web store or by activating a Service by other means (e.g. in mobile application). Terms are in effect together with other possible contract terms between Customer and Embelin. These Terms are prioritized over other Terms, if not agreed otherwise. In some cases consumer law may give overriding rights to customer.

Embelin does not take responsibility of damage caused by force majeure. Any inaccessible or unexpected circumstance or change in conditions outside of Embelin influence is considered force majeure. Embelin is obliged to notify Customer as soon as possible of a force majeure situation.

### 3 ORDERING/PURCHASING SERVICE

Customer can acquire Remuc hardware either directly from Remuc Web store or from Embelin-approved vendors (with or without installation service). Remuc basic service is included in device price which means that when taking Remuc into use, Customer becomes Service user. Features included in service and data collected to Remuc server depend on selected/purchased service package.

SIM card usage or service subscription starts from the moment when SIM card is activated or the device is connected to Remuc server for the first time (which one comes first is applied). Before prepaid SIM credit or subscription expires, must Customer purchase more use credit/renew the subscription from web service mentioned in Terms. Use credit and subscription are sold in predefined packages. Embelin reserves right to redefine packages. If user fails to renew subscription before expiration date, reserves Embelin the right to charge an additional reactivation fee before service usage may continue.

Embelin reserves the right to check Customer credit information and to decline from any contract with Customer if based on previously mentioned credit information.

If service is acquired from web store, may (consumer) Customer cancel the order in 14 days' time calculated from the moment when Embelin fulfills its disclosure duty based

on home- and remote sales law. When Customer exercises her right to cancel the purchase, must Customer pay all expenses (ordering, installation, use of service) that have accumulated since the time of purchase until cancellation notice.

Embelin consumer sales obeys the valid legislation of Finnish and EU Consumer Protection Law. Trade agreements between corporate customers and Embelin follow Finnish trade law unless agreed otherwise.

## 4 PRICES AND PAYMENT

Prices, payment terms and possible additional fees are determined by the latest price sheet which can be seen in Remuc web store [www.remuc.fi/site/kauppa/](http://www.remuc.fi/site/kauppa/) and in My Remuc service (my.remuc.com) in case of purchasable services. All prices include VAT unless mentioned otherwise. Prices do not include installation or delivery. If there is an evident mistake or typing error in pricing, product will not be sold for lower price if Customer can be assumed to understand the existence of mistake. Fixed prices are billed beforehand, usually once (1) a year. Chapter 15 will be applied when changing prices. If Customer has acquired multiple Services, they can be charged independently.

Remuc web store accepts most used credit cards and payment via bank identification. Payment is handled via Paytrail Oyj website. Payment in advance is also available per request.

### Payments with Visa, Visa Electron and MasterCard

Paytrail Oyj (2122839-7) acts as an implementer of the payment handling service and as a Payment Service Provider in cooperation with Finnish banks and credit institutions. In payments made with Visa, Visa Electron or MasterCard Paytrail Oyj will be shown as the recipient in the invoice and Paytrail Oyj will forward the payment to the merchant. Paytrail Oyj is an authorized Payment Institution.

### Paytrail Oyj

Business ID 2122839-7

Innova 2 Lutakontie 7

40100 Jyväskylä

Phone: +358 207 181 830

[www.paytrail.com](http://www.paytrail.com)

### Netbanks

Paytrail Oyj (FI2122839) provides net bank related payment transfer services in co-operation with Finnish banks and

credit institutions. For consumer the service works exactly the same way as traditional web payments.

Remarks of billing must be presented before due date. Still, noncontroversial part of the invoice must be paid. Late fees, interest and other possible fees will be charged according to current law.

## 5 CONTRACT DURATION, RETURN POLICY AND CONTRACT TERMINATION

Unless agreed otherwise, will Service be activated as soon as it's reasonably possible after Embelin has approved Customer relation. Service will be active until further notice or until Customer's prepaid credit/subscription runs out.

Customer has the right to terminate Service with one (1) month notice starting from the end of the month when termination notification is received. Termination notification has to be delivered in written form to Embelin. With fit reasons, may Contract termination be initiated by Embelin also (with same terms as Customer). If Customer has more than one Service, they may be terminated individually.

If Contract partner violates these Terms, may Service be terminated with immediate consequences. If possible, must Contract partner be notified before contract termination. Notification must contain the reason(s) for termination and due date for correction.

After Service termination Embelin is obliged to pay back correct proportion of prepaid credit and, in turn, Customer has to pay all other fees that belong to Service contract until the end of Service. If there is an agreed expiration date, must Customer pay all the fixed fees that would have been valid during Service time. If Service is terminated because of Terms violation, Embelin is not obliged to pay back already paid fees. Also, Embelin is not responsible of any additional service or installation fees caused by Service termination.

When termination is in effect, Customer's right to use the Service and Embelin's responsibility to supply the Service end simultaneously.

Unused products ordered from web store have a 32 days return policy according to Customer Protection Law chapter 6. The law's intention is to provide Customer the right to inspect the product is would be possible in store. Embelin provides the possibility to explore the contents of the package. Product package must be opened carefully avoiding any damage to the package or the contents.

Products and Services ordered by corporate customers have a limited 32 days return policy provided by Embelin.

Returned product must be unused and the package unopened (if the product has one). Products will be returned by a method Embelin regards most appropriate.

## 6 USE OF SERVICE

Service(s) may only be used with Embelin-approved devices that conform to the requirements set by law.

SIM card belongs to Embelin and it may only be used for the purpose(s) set by Embelin. Altering, copying or any other use that deviates from normal, is prohibited. When using data connection with Remuc, there is no maximum transfer limit, but with SMS use it is regarded that normal use includes maximum of 150 SMS per month (equivalent of 75 heating events per month). If User exceeds this limits, reserves Embelin the right to close the SIM subscription. At the moment SIM card is activated, Customer agrees not to remove SIM card or use any other SIM card on the device for the duration SIM card subscription is active. Embelin reserves the right to end the subscription if Customer fails to obey these SIM card-related Terms. These Terms include using the SIM card to any other purpose than dictated by Embelin and failing to pay agreed fees required by the SIM card usage. If Customer wishes to switch Embelin SIM card to any other operators SIM card, it is allowed. In those Remuc versions where subscription fee is applied, must the subscription be paid even if the SIM card is switched.

## 7 UNAUTHORIZED USE

Customer is hold responsible that the SIM card and Service credentials are kept safe to prevent unauthorized use.

If Customer finds out or suspects that the SIM card and/or Service credentials are lost or being used without permission, must Customer contact Embelin immediately to minimize unauthorized use, see chapter 11.

## 8 FEATURES OF THE SERVICE

If it's not agreed otherwise, the Service conforms to those requirements and features set in the technical documentation and Service website in [www.remuc.com](http://www.remuc.com)

Embelin acquires the access to network operator's mobile network and it does not have its own network. Service is based on the principle that Embelin sells the access to to operator's mobile network. Customer is allowed to use her own SIM card that works in some other operator's network but in this case Embelin takes on responsibility on any SIM-related problems and will not give support on those matters. SIM card has to fulfill standard minimum requirements the Service sets for it.

Use if Service requires data communication via mobile network. Customer must herself make sure that the mobile signal reception in the planned usage area is adequate. Embelin is not responsible of any compensation to Customer if Service quality is lowered because of low signal reception.

There may be times when Service is unavailable because of technical reasons, geographical situations, network faults, signal congestion or other factors outside Embelin's influence. These factors may lower Service quality temporarily but are not yet regarded as Service faults.

## 9 DEFICIENCIES OF SERVICE

Customer is required to notify Embelin immediately of any Service faults, deficiencies or suspicions of such events. Customer may not invoke Service fault if Embelin does not get notification of the fault in a reasonable time from detection of the fault.

## 10 LIABILITY

Embelin does not guarantee 100% fault tolerance, Service speed or information precision. Embelin is not responsible of any direct or indirect (material or immaterial) damage caused to Customer or Embelin product or Service use.

## 11 TEMPORARY INTERRUPTIONS

Embelin may temporarily interrupt Service to Customer if:

1. Customer fails to meet agreed Service payments by due date;
2. Customer has given wrong or inadequate customer information;
3. Customer uses Service with devices not approved in these Terms;
4. Embelin has a reasonable doubt that Customer is using the Service against Terms, law or violates the rights of a third party;
5. Embelin has a reasonable doubt that Service is used to enable other misdemeanor and that Service interruption is a fair method on guarding the Customer's, Embelin's or a third party interests;
6. Network safety, security and/or functionality or a third party interest requires so.

Embelin aims to notify Customer of an interruption as soon as situation allows it.

Even when Service is interrupted, must normal fixed fees be paid until Service is terminated or ended completely. Embelin reserves the right on limit Service features based on same reasons as with Service termination.

## 12 PERSONAL INFORMATION

Embelin may handle any personal information of the Customer that is received during Service use or contract duration. Data is collected to manage customer relation (e.g. billing) and to provide correct Service. Embelin may use personal or Service usage information to notify Customer of other available Services and necessary details regarding Customer relation.

Embelin will not hand out Customer's personal or Service usage information to any third parties unless there's a serious suspicion of unlawful use.

Details of Customer information gathered by Embelin is covered in Privacy Policy which can be downloaded from [www.remuc.com](http://www.remuc.com).

Customer has the right to inspect, change and request removal of her personal information. Embelin will not validate and is not in any way responsible of the personal information Customer has given.

## 13 LOCATION INFORMATION

If the Service includes positioning data collection (e.g. Positioning level or FMS Service), may Embelin gather and archive data as much as is necessary to provide agreed Service. Embelin will handle location information with same precision as other personal Customer information.

## 14 CONFIDENTIALITY

Embelin and its employees liable to keep Customer's Service use habits and all communication content safe. Embelin will not hand out such information to any third parties without Customer's consent unless unlawful activities require so.

## 15 CHANGES

Embelin reserves the right to change Terms, including price changes, with a written notice to Customer. If the change is not of Customer benefit, Customer has the right to terminate the contract without any extra fees. Customer agrees to changes by continuing the Service use after notification.

Price changes may be in effect immediately without notification if those changes are based on changes in public fees, taxes or other reasons outside Embelin jurisdiction. These changes are not a valid contract termination reason.

Embelin may change Customer Service settings or update any software or firmware without separate notification to

Customer to maintain Service. Customer agrees that an update may change or improve Service functionality.

## 16 HANDING OVER

Customer may not sell, lease, rent or in any means enable the Service for a third party without a written agreement with Embelin.

## 17 COMMUNICATION AND CONTACT INFORMATION

Communication between Customer and Embelin happens via Embelin Customer Service. Contact information is available at [www.remuc.com](http://www.remuc.com). Embelin may request device and/or Service identification in the beginning of customer service event.

Email is regarded as a written communication method.

Customer is required to inform Embelin of any possible changes in contact information or anything that is relevant to customer relations.

Embelin may archive any communication between Customer and itself without separate notification as is necessary to maintain customer relations. Any information is handled according to regulations regarding personal information, see chapters 12 and 13.

## 18 APPLICABLE LAW AND RESOLVING CONFLICTS

Finnish law is applied with Customer agreements regarding Terms and Service. Conflicts between Customer and Embelin may be resolved in Embelin's local municipal court.

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