



My Fortum - Terms of Use

Valid from 1.12.2019

Fortum Markets AB provides My Fortum, either as a mobile application or as a web service (hereinafter referred to as "Service") which enables customers to monitor their energy consumption, billing, and manage their own data and potential agreements with Fortum.

The terms and conditions set forth in this document (hereinafter "Terms of Use") govern the relationship between Fortum Markets AB (hereinafter "Fortum") and the Consumer or Business Customer using the Service (hereinafter "Customer"). The term "Customer" may refer to both a legal and a natural person. These Terms of Use govern the rights and obligations of Fortum and the Customer in relation to the Service.

The terms and conditions set forth in these Terms of Use do not apply to the extent that they limit the rights provided for the Customer in compelling law.

The Customer must accept these Terms of Use in order to access the Service. By accepting the Terms of Use, the Customer confirms that they have read and agree to these Terms of Use and undertake to comply with them.

1. DESCRIPTION OF THE SERVICE

Through the Service, the Customer can monitor their own energy consumption, costs and contract prices. With the Service, the Customer can also view their invoices and make changes to their contract, customer information and invoice preferences.

It is also possible to sign contracts and activate additional Fortum services through the Service. Contracts and additional services may be invoiced separately under the terms of each contract or service.

The Service also offers a comparison feature where the Customer can add information to create a profile and see how they compare to similar households.

The mobile app has support for push notifications. The notifications will contain promotions for new services, new deals and may be connected to services within the app.

The Service will offer payment methods that will enable the Customer to pay their invoices

The Customer's additional services may also allow the monitoring or remote control of devices or functionalities, that are not part of the Service, through the Service. The availability and functionality offered in the app may depend on the contract between the Customer and the hardware provider.

The Service may also offer promotions and marketing with monetary rewards.

2. SYSTEM REQUIREMENTS AND COMPATIBILITY

Supported Operating systems

- Android: SDK version 28 (5.0 Lollipop) and newer
- iOS: version 10.0 and newer

3. USING THE SERVICE

The usage of the Service on a mobile device requires that the Customer downloads the My Fortum Application to their mobile device. In addition to the application, the use of the Service requires My Fortum account, which also can be used separately on the web service. The Customer may create My Fortum account in the My Fortum Application or using the My Fortum website.

Creating My Fortum account requires authentication of the Customer.

4. TERMINATION OF THE SERVICE

• Customer's Right to Terminate the Service

A Customer, who is a consumer, has the right to withdraw from the Service within 14 days of ordering the Service and receiving information about the right to withdraw in written or other durable form by sending a message to Fortum.

Also in other cases, the Customer is entitled to terminate the Service.

Customer may terminate the use of My Fortum Application by deleting the application. However, deleting My Fortum Application does not delete the Customer's My Fortum account.

If desired, the Customer may remove their My Fortum account by notifying Fortum of its decision. In order to remove the account, the Customer must send Fortum an unambiguous request for the deletion of the My Fortum account and the Customer's Customer ID and User ID. The notice for deleting the account may be submitted to customer services via the My Fortum application or on Fortum's website at www.fortum.se.

NOTE! Deleting the account also prevents access to other Fortum mobile and network services.

For the sake of clarity, it is stated that the deletion of My Fortum Application or My Fortum account does not affect Customer's other obligations with Fortum.

• Fortum's right to terminate or assign the Service

Fortum has the right to terminate the Customer's Service immediately if the Customer has not rectified the situation in a reasonable time despite the reminder in the following cases:

- The Customer uses the Service in a manner that violates these Terms of Use or its obligations towards Fortum
- Fortum has reason to suspect that the Service is being misused.
- Customer does not fulfil payment obligations

In addition, Fortum has the right to terminate the Customer's Service or transfer the Service to another company by notifying the Customer at least 30 days before the intended change.

5. GENERAL TERMS

• Responsibility for Information Provided by the Customer

It is the Customer's responsibility to ensure that the user information provided by the Customer during the registration of My Fortum service is correct. Fortum is not responsible for any incorrect information provided during or after the registration.

It is also the responsibility of the Customer to ensure that their personal data in the My Fortum service are up to date. Otherwise, Fortum has the right to close the customer account in My Fortum.

• Responsibility for Personal Password

The Customer is responsible for keeping their password secret and use the password so that others cannot access the Customer's information.

The Customer undertakes to immediately notify Fortum's Customer Service at 020-46 00 00 if they suspect that their password has been made available to or accessible to an outsider.

• Unauthorised Use of the Service

Access to the Service is Customer-specific and the Customer is not entitled to give access to the Service or its content. The Customer is responsible for the unauthorized use of the Service to the extent that such use is the responsibility of the Customer. The Customer is obliged to notify Fortum immediately or as soon as possible of any suspicion that their account has been used by an outside person or that their account has been used in an unauthorized manner. The best way to minimize the damage caused by such abuse is to call Fortum Customer Service at 020-46 00 00 as soon as possible.

• Complaints

Customer may make a complaint against the operation of My Fortum service to Fortum within 60 days of the occurrence of an alleged fault. The complaint must clearly indicate the type of fault. If the notice is not made correctly, the Customer loses the right to submit a request to resolve or correct the fault, except as required by mandatory law. When Customer submits a complaint, Fortum will investigate the matter and notify the Customer of the results of the investigation.

• Changes to the Service and Terms of Use

Both parties understand that mobile applications and the services provided through them are rapidly evolving. Fortum may make changes to the Service in order to improve the availability or accessibility of the Service. The Service can also be changed to better meet the needs of Fortum's other services to the Service. Fortum may also add new services based on demand or remove features that are in low use or have become economically unprofitable for Fortum.



Changes to the Service may require changes to these Terms of Use. Fortum reserves the right to change the terms and conditions set forth in these Terms of Use to adapt the Service or its terms and conditions to meet changing business requirements, new technologies, new hardware, standards, legislation, practices, or appropriate technical, administrative, operational, or other relevant practices.

The Service is offered free of cost at the moment, but Fortum reserves the right in the future to charge for the Service, its part, or additional service. If such a payment or other significant change to the Customer's rights or obligations is introduced, the Customer shall be informed about the change 30 days prior to the change. Changes that are minor in terms of the Customer's rights and obligations will be reported as a customer message in the My Fortum mobile application or web service. Changes that are relevant to the Customer's rights and obligations will be approved by the Customer upon startup after the Service upgrade. Fortum may make the acceptance of the changes a prerequisite to continuing the use of the Service. If the Customer does not accept the changes, the Customer is entitled to terminate the Service.

Fortum reserves the right to terminate the provision of the Service. The Customer shall be informed of the termination of the Service at least 30 days prior to the termination.

6. INTELLECTUAL PROPERTY

The material contained in the Service, such as text, graphics, names, images, patterns, drawings, logos, icon designs, sound recordings and software, is the property of Fortum, its affiliates, joint ventures, licensors or partners. All rights to the material contained in the Service are withheld, except for the exceptions mentioned in these Terms of Use. Reproduction, transfer, alteration, storage, publication and distribution of the material is prohibited without the prior written consent of Fortum. Viewing the Service on a computer or similar device and printing for personal, non-commercial use is permitted. The use of public documents in public communication is permitted, but the source of the information must always be mentioned.

7. FORTUM'S RESPONSIBILITY AND LIABILITY LIMITATION

Fortum does not provide any warranty to the Service. In addition, Fortum does not warrant that the Service will be available without error or without interruption. Consumer protection laws and other mandatory legal provisions apply to Fortum's liability.

Fortum shall not be liable for any direct or indirect loss, expense or damage, including, but not limited to, loss of revenue, income or profit, interruption of operations, or loss of information caused by the use or interruption of use or use of the Service or any material contained therein. In addition, Fortum is not liable for any loss or damage caused by information system or communications malfunctions or errors or malicious software, or any third party site or material to which the Service may have a link or reference.

Fortum is not responsible for any indirect damages, including loss of profits or damage to the relationship between a Customer and a third party, unless the cause of the damage is gross negligence or wilful misconduct of Fortum. However, Fortum's liability does not exceed, under any circumstances, liability under mandatory law.

8. PROCESSING OF PERSONAL DATA

If you would like to read about your rights or how we treat your personal data please visit www.fortum.se/privat/integritetspolicy (if you are a consumer) or www.fortum.se/integritetspolicy-b2b-och-leverantorer (if you are a business customer).

9. DISPUTES

The Customer has the right to bring the dispute between the Customer and Fortum to the Allmänna reklamationsnämnden, ARN, or to the ordinary courts or to exercise other rights specified in legislation. Disputes are governed by the laws of Sweden.

10. FORTUM'S CONTACT INFORMATION

Fortum Markets AB, reg. no. 556549-0678

Adress: Sveavägen 53, 113 59 Stockholm

Phone number:

- Consumer: 020-46 00 00
- Business Customer: 020-81 88 18

website: www.fortum.se

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