

KUOPIO

Terms of use of the Waltti store

Kuopio region public transport - VILKKU



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21.3.2023

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1 General information

These terms of use of the online service apply to the online services ("Services") offered by the Waltti store maintained by TVV lippu- ja maksujärjestelmä Oy and provided by Kuopio region public transport ("Service Provider"). Online services include e.g. ordering a personal travel card and purchasing ticket products.

These terms shall apply to all use of the content of materials made available through the Service, unless otherwise agreed or specified.

The person using the Services ("User") must accept these terms of use as binding in order to be able to use the Services.

2 Description of the Service

In these terms of use, Service refers to online services implemented for the sale of Kuopio region public transport's tickets and other products, if any, as well as the viewing of other related information.

3 Use of the Service and user registration

The User must accept the terms of use in order to be able to use the Services. There may also be special requirements for specific Services which the User must accept in connection with use of the Service. In addition, the User must register for some of the Services in order to be able to use them.

Ordering a personal card requires the User to register. The User joins the Service by registering as a user on the website and by accepting these binding terms of use for the Service. The Service Provider may additionally require that the User provide certain information upon registration. The information will be saved on the Waltti ticketing system's online and mobile services customer register and on the Waltti ticketing system's customer register.

Ticket products can be purchased with or without registration. The purchase of discounted products may require registration and strong identification. The information will be saved on the Waltti ticketing system's online and mobile services customer register.

The Service Provider has the right to make changes to the online services and their content, and to partly or wholly cease maintenance of the Service.

4 Registration data and use thereof

The Service Provider and administrator of the Waltti store has the right to use registration data concerning the User. The privacy policy for the user data file is available on the Service Provider's website and at the service point.

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5 Service charges

Services may be subject to a service charge determined by the Service Provider. The User is obligated to complete payment for the products they have purchased. The User may choose a payment method from the available options.

The Service Provider may make changes to the prices of products sold via the Service. The valid prices and any applicable delivery charges are shown in the Service. Prices include the value-added tax at the current rate.

Additional information concerning the products is available on the Service Provider's website.

Any additional costs arising from legislation or official procedures, such as changes in value-added tax, shall result in an increase to prices from and inclusive of when the regulations come into effect. Kuopio region public transport's general terms of travel shall apply to any costs arising from investigations into tickets or travel cards. These terms are available on the Waltti store, on the Service Provider's website, and at the service point.

6 Service delivery methods and terms of delivery

The number of tickets which can be purchased may be limited. Limitations may apply to the number of tickets and, for value single tickets, to the minimum and maximum amount of a single purchase and to the overall value.

A binding agreement shall come into effect between the User and the Service Provider once the User has paid for a product sold via the Service. The User should return to the Service so that the product order/agreement can be confirmed. The products purchased from the Service are available immediately.

The User themselves cannot cancel or return purchases completed in the Service.

If the right to travel that was purchased for a travel account has not been used within two (2) years from the time of purchase, it will not be refunded, nor will compensation be given.

The User is always responsible for selecting the correct travel card, as purchases made for the wrong travel card cannot be annulled or transferred to another travel card. If the selected travel card becomes damaged or lost, it can be replaced at the Service Provider's service point. Kuopio region public transport's general terms of travel and travel cards apply to lost and damaged travel cards.

Personal travel cards may only be ordered to delivery addresses in Finland. The travel card will be delivered to the User as a letter by post primarily within 7–14 days after ordering.

7 Service content

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The Service Provider shall ensure that the content of the Services comply with the law and good practice. The Service Provider develops the Service and has the right to make changes to the Service and its content as part of its normal operations in the manner it best sees fit.

8 Digital marketing

Upon registration, the User may give their consent to digital marketing. If the User does not consent to digital marketing, no digital marketing will be sent.

9 Service maintenance, availability and errors

The Service Provider will do its best to ensure that the Service operates without error or interruption. The Service Provider has the right to interrupt the Service because of a change, renewal or technical reason related to the Service, or due to repair, installation or maintenance work carried out on the telecommunications network or other similar reason, or if required by legislation or other regulation issued by an authority. Breaks in service will be announced in advance on the Service's (Waltti store's) website, if possible. Attempts will be made to schedule interruptions so that they do not cause any undue disruption to the User.

The Service Provider is not responsible for any errors caused by interruptions to data communications or other data communications services provided by a third party, or for errors in such services. Likewise, the Service Provider is not responsible for any errors caused by the User using the Service in breach of instructions or regulations, or errors which are otherwise caused by the User.

10 Rights to the Service content

The content and appearance of the Service are protected by copyright. Ownership rights and all copyrights and intellectual property rights to the Service belong to the Service Provider or to the company from which it acquires services. No rights to the Services will be transferred to the User. The User shall only be granted the non-exclusive right to use the Services in accordance with the instructions and terms of use.

11 The User's right to use the Service

The User undertakes to use the Service in accordance with these terms of use. The content of the right to use the Service is specified in this document containing the terms of use, which the User must accept as binding in order to use the Service.

If the User cites the content of the Service as the law so permits, the User is obligated to mention the source of information as required by good practice. The Service Provider has the right to prevent the use of the Service if it has justified grounds to suspect that the Service is being used in breach of the terms of use outlined in this document or otherwise in a manner that conflicts with the law or good practice.

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12 Username and password

The username (email address) and password are personal and the User may not transfer or otherwise disclose them to anyone. The User is responsible for storing their username and password and for ensuring that they are not disclosed to or obtained by third parties. The User is responsible for any and all use of the Service under their username and password and the costs or fees, if any, resulting from such use.

The Service Provider has the right to change the User's username or password or any other credentials, if any, required for the use of the Service, if required to do so for technical or other justified reasons. The Service Provider will not be held liable to provide compensation for such changes.

13 Personal data

The User shall provide the information necessary for the use of the Service in the service. The Service Provider has the right to process the User's personal data in accordance with the Data Protection Act and other legislation, and as outlined in more detail in the privacy policy. The User's data is stored on the customer registers specified in section 3. The User has the legal right to prohibit the processing of their information for direct advertising, remote sales, or other direct marketing purposes.

14 Data security

The User is responsible for arranging appropriate data security on the information systems they use. The Service Provider shall treat all information concerning the user or submitted by the user as confidential. The Service Provider shall efficiently organise the data security of its Service using a commonly accepted method and will endeavour to prevent unauthorised access to its systems by means of appropriate technical solutions.

15 Equipment, software and connections

The User is responsible for the acquisition, functionality and costs arising from the equipment, software and network connections required for the use of the Service. They may not cause disruption or disturbance to the Service or other network users.

16 Liability for damage

The Service Provider shall only be liable for any direct damage to the User which it has caused by a negligent breach of contract. If it can be demonstrated that an error is on part of the Service Provider, the User may be reimbursed for the costs unduly collected from the User in the Service. If the investigation of an error requires the User to visit the Service Provider's service point, reasonable travel costs may also be reimbursed to the User (a maximum of two (2) Kuopio region

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public transport). The Service Provider is not required to pay damages or any other indirect or direct remuneration or compensation as a result of disruption or error mentioned in section 9.

17 Force majeure

Force majeure shall release the Service Provider from any obligations related to the Service if it prevents or causes unreasonable disruption to a performance related to the Service. The following are considered to be force majeure: fire, earthquake, flood, explosion, strike or other stoppage of work, authority regulation, disruption to the supply of energy, shortage of raw materials or supplies, disruption to cable or other communications caused by or resulting from a third party or other similar reason, of which the party was unaware and for which it was not reasonably possible to prepare in advance. The Service Provider will announce a force majeure on the Service Provider's website as soon as it becomes apparent, if such an announcement is possible.

18 Changes to the terms of use

The Service Provider will announce any changes to the terms of use in the online service or in another suitable manner before the changes come into effect. The changes will come into effect at the specified time. If the User continues to use the Services after changes to the terms of use have come into effect, the User undertakes to comply with the new terms of use.

19 Validity and termination of the Agreement

This agreement shall become valid for the User once the User has accepted the terms of agreement by marking the terms of use as accepted, provided the Service Provider with the registration information required to open the Service, and registered as a User of the Service, or when the User has accepted the terms of agreement in another manner specifically approved by the Service Provider. The User is registered as a User once the Service Provider has approved the registration. The User has the right to terminate the agreement concerning the use of the Service in the Service at any time by deleting their account in the Service.

The agreement shall become valid for the Service Provider once the Service Provider has accepted the User's registration. The Service Provider has the right to terminate the agreement with immediate effect in the following cases:

- a) if the User has intentionally or through gross negligence acted in breach of the terms of use, or if the User has otherwise acted in breach of the terms of use and has failed to correct its actions immediately after being notified of the matter.
- b) if the User has intentionally provided incorrect registration information.

20 Transfer of obligations

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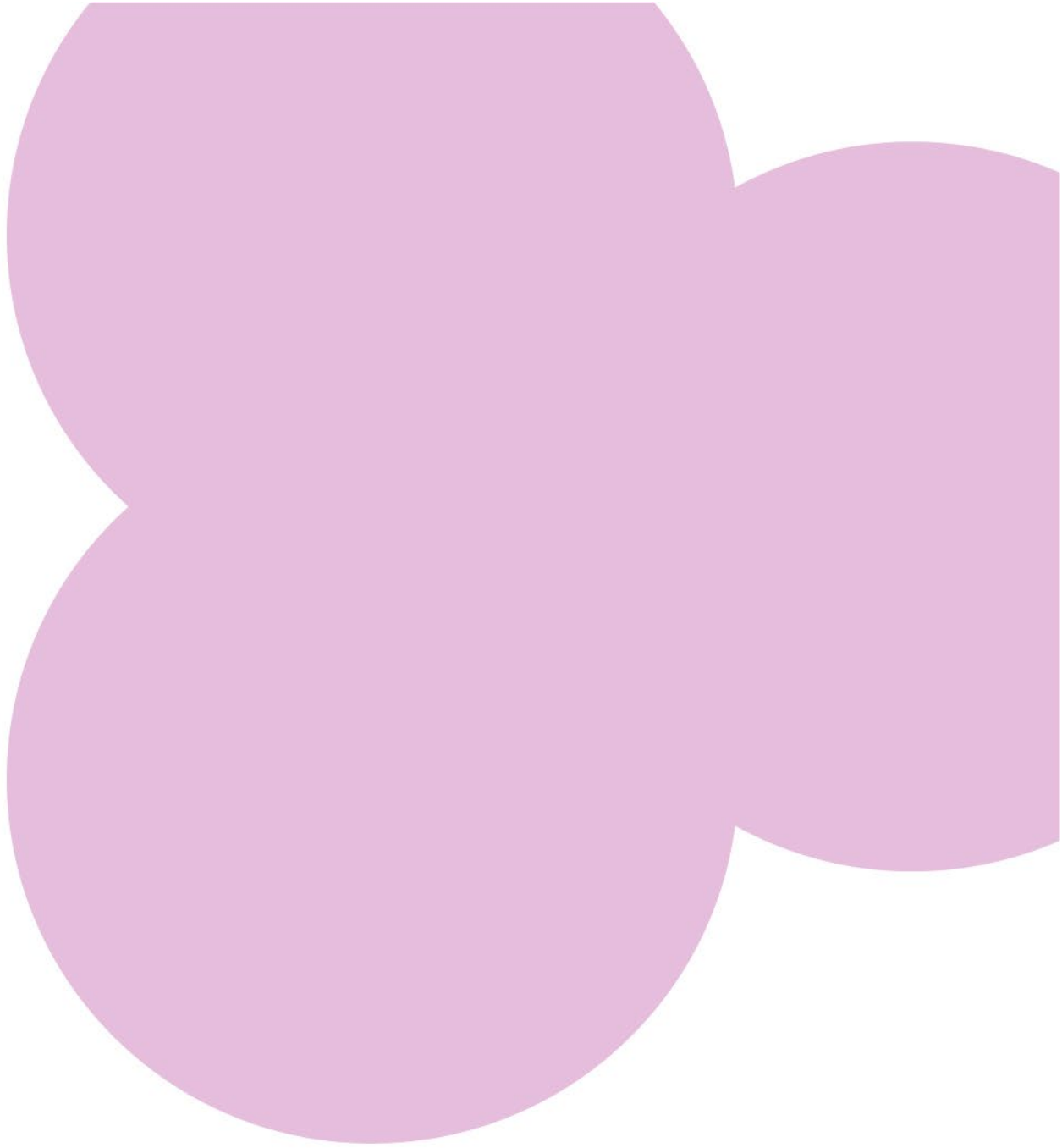
Neither party has the right to transfer their rights and obligations resulting from the agreement to a third party without the prior, written consent of the other party. The Service Provider, however, has the right to transfer its rights and obligations resulting from the agreement to an organisation to which it transfers its business operations.

21 Applicable law and resolution of disputes

Finnish law shall apply to these terms of use and the Service intended in these terms, to Service-specific terms and any agreement concluded concerning the Service.

22 Contact information

The Service Provider's contact details can be found on the Waltti store and Kuopio region public transport websites.



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www.kuopio.fi