

Kempower Academy Terms of Service

Kempower Academy



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1 Terms

These terms of service ("Terms") apply to the Kempower Academy e-learning service described in Kempower Academy Service Description ("**Service**") provided by Kempower (2856868-5, Ala-Okeroistentie 29, 15700 Lahti, Finland) ("**Kempower**") to its Sales and/or Service Partners with which Kempower has Partner agreement in force ("**Customer**"). Kempower and Customer are referred to individually as a "**Party**" and collectively as "**Parties**".

These Terms are subject to Kempower's General Terms and Conditions of Service available at <https://kempower.com/kempower-terms-conditions/> ("General Terms"). In case there is a contradiction between the terms of the General Terms and these Terms, these Terms prevail.

2 License

Subject to Customer's compliance with the Terms, Kempower hereby grants to Customer a non-exclusive, non-transferable, non-assignable, limited right to access and use the Service during the Subscription Term solely for the purposes specified in the Terms, and up to maximum number of Authorized Users agreed.

3 Acceptable use of the Service

The Service is intended for training and certifying personnel carrying out installation, configuration, commissioning, and maintenance of Kempower charging solutions as described in the Service Description. Customer may use the Service for training its own personnel and the personnel of its partners or sub-contractors carrying out these tasks.

The Service does not offer generic electricity installation, configuration and maintenance training or certification. Customer shall only use the Service for training of persons who:

- i) possess relevant necessary and mandatory basic skills for carrying out such tasks,
- ii) have valid local electrician or electricity engineer accreditation in the area where the design, installation or maintenance work is conducted; and
- iii) always follow the local instructions and requirements to make and maintain electricity installations safely.

The Service is accessed using an internet browser. Customer is responsible for ensuring that it uses a browser for accessing the Service that is compatible with any requirements set in the Service Description or other materials concerning the Service.



Customer shall not and shall not enable or assist any third party to:

- (a) modify, alter, adapt, copy, translate, perform and display or create derivative works based on the Service or any materials in the Service or proceed to any action that may be properly characterized as copyright infringement by applicable law;
- (b) decompile, reverse engineer, disassemble or otherwise attempt to obtain the source code, object code, or underlying structure, ideas, or algorithms of the Service;
- (c) merge or bundle the Service with other software;
- (d) sell, resell, license, lease, publish, display (publicly or otherwise), distribute, rent, lease or otherwise transfer or by any means make available, either directly or via another reseller, to a third party the Service or include the Service in a service bureau, time-sharing, or equivalent offering;
- (e) duplicate, copy or reuse any portion of the HTML/CSS, JavaScript, or visual design elements or concepts (including the look and feel) of the Service;
- (f) publicly disseminate information from any source regarding the performance of the Services or otherwise conduct any benchmark or stress tests;
- (g) access, store, distribute or transmit any viruses, worms, Trojan horses, or other harmful code that affects the Service;
- (h) modify, disable or compromise the integrity or performance of the Service, data or Kempower's or its suppliers' systems;
- (i) tamper with or hack the environment in which the Service is hosted, circumvent any security or authentication measures, or attempt to gain unauthorized access to the Services, related systems, networks or data; or
- (j) interfere or attempt to interfere in any manner with the proper functioning of the Services.

Kempower reserves the right, without liability to the Customer, to disable Customer's access to the Service in the event that Customer breaches the restriction provisions of this clause.

3.1 Authorized Users and access management

Customer shall permit access to the Service only to its own personnel or the personnel of its partners or sub-contractors who require the access for the performance of their work ("**Authorized Users**")

The Customer shall be responsible for identity and access management for the Service, including the creation, distribution, and termination of usernames and passwords or other identification methods required for accessing the Service ("**User IDs**"). User IDs must be individually assigned, and Customer is responsible for revoking them when they are no longer needed by the user.



The Customer ensures that Authorized Users use the Service in accordance with these Terms and any end-user terms and guidelines provided in the Service. The Customer shall be responsible for all use of the Service carried out using User IDs created under Customer's identity and access management.

The Customer shall be responsible for ensuring that Authorized Users maintain User IDs with care and do not disclose them to unauthorized parties. The Customer shall ensure that if any User IDs created under Customer's identity and access management have been revealed to an unauthorized party or if the Customer has a reason to suspect misuse of a User ID, the Customer shall immediately terminate or disable such User ID.

4 Intellectual property

Kempower and its suppliers and partners own all Intellectual Property Rights to the Service, including any software, algorithms, or other components the Service is comprised of, and to all training materials and technical specifications available or accessible in the Service.

The product names and logos associated with the Service are service marks and trademarks of Kempower or third parties, and no right or license is granted to use them. Customer is not granted any rights of ownership in or related to the Service and the materials it contains or the Intellectual Property Rights owned by Kempower or third parties. The Customer acknowledges that, except as specifically provided under these Terms, no other right, title, or interest is granted.

For the purposes of these Terms, **Intellectual Property Right** means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

5 Changes to the Service

The Customer understands and agrees that Kempower and its suppliers are entitled to develop the Service and make related changes to the Service. Kempower and its suppliers may also have to make changes to the Service to prevent or mitigate security risks and incidents, and to repair technical issues related to usability or availability of the Service and its functionalities.



If a change has a material effect on an essential functionality of the Service or these Terms, Kempower informs the Customer about the change in writing, where possible, at least sixty (60) days before the effective date of the change.

6 Term and termination

Subscription Term shall begin from the date the Customer account is registered in the Service and continues until terminated. Subscription can be terminated upon 12 months prior written notice unless otherwise agreed in writing.

A Party shall have the right to terminate Customer's subscription with immediate effect upon written notice to the other Party if: (a) the other Party is declared bankrupt or is put into liquidation proceedings or otherwise ceases to make its payments; (b) the other Party commits a substantial breach of the agreed terms and conditions and has not remedied such breach within 30 days from the written notice of the breach; or if Customer engages in illegal activities.

Upon termination of these Terms, Customer shall immediately cease any and all use of and access to the Service. Except where an exclusive remedy is specified, the exercise of either party of any remedy under these Terms, including termination, will be without prejudice to any other remedies it may have under these Terms, by law or otherwise.

7 Availability and warranty disclaimer

Kempower shall make its best, commercially reasonable effort to ensure that the Service will be available for use on a 24/7 basis excluding temporary maintenance, updating and repairs. Kempower agrees, where possible, to make commercially reasonable efforts to solve issues resulting in unavailability of the Service, and, where possible, to notify users in advance of planned Service breaks.

THE SERVICE IS PROVIDED "AS IS." KEMPOWER DOES NOT WARRANT THAT THE SERVICE SHALL BE UNINTERRUPTED OR ERROR-FREE, NOR ASSUME ANY LIABILITY FOR USAGE INTERRUPTIONS OR BREAKS IN SERVICE AVAILABILITY. KEMPOWER MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND REGARDING THE SERVICE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, CORRECTNESS, AND SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.



8 Limitation of liability

Kempower is not liable for any damage caused by Authorized Users' use of the Service that infringes with acceptable use of the Service as defined in these Terms and its appendices and in the End-User Terms. Authorized Users are required to read and accept when first logging into the Service.

Kempower is not liable for any damages caused by use of any information or materials available or accessible in the Service in a manner that does not comply with applicable local laws, regulations and rules concerning installation, configuration, and maintenance of EV charging points.

9 Data protection

In the context of providing the Service to the Customer, Kempower may process personal data on behalf of the Customer. The Parties acknowledge that for the purposes of Data Protection Legislation, the Customer is the Controller and Kempower is the Processor.

Data Protection Legislation means (i) the EU General Data Protection Regulation ("EU GDPR") and (ii) the UK General Data Protection Regulation ("UK GDPR").

When processing personal data on behalf of the Customer under these Terms, Kempower shall:

- (a) process personal data only on the written instructions of the Controller unless the Processor is required by any applicable laws to process personal data. Where the Processor is relying on applicable law as the basis for processing personal data, the Processor shall promptly notify the Controller of this before performing the processing required by the applicable law unless the applicable law prohibits the Processor from so notifying the Controller;
- (b) ensure that it has in place appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing and against accidental loss or destruction of, or damage to. The technical and organisational measures must be appropriate to: (i) the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage; and (ii) the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (which measures may include, where appropriate, pseudonymising and encrypting personal data; ensuring confidentiality, integrity, availability and resilience of its systems and services; ensuring that availability of and access to personal data can be restored in a timely manner after an incident; and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) ensure that all personnel who have access to and/or process personal data only process the personal data in accordance with these Terms, have undergone adequate training in the



use, care, protection and handling of personal data, and are obliged to keep the personal data confidential;

- (d) assist the Controller in responding to any request from a data subject and in ensuring compliance with the Controller's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (e) notify the Controller promptly, and in any event within 72 hours, on becoming aware of a personal data breach, and provide the Controller with further information on the breach as required by Data Protection Legislation and when further details become available;
- (f) at the written direction of the Controller, delete personal data and copies thereof to the Controller on termination of the subscription unless required by applicable law to retain the personal data for a limited period; and
- (g) maintain complete and accurate records and information to demonstrate its compliance with Data Protection Legislation and these Terms and allow for audits by the Controller or the Controller designated auditor.

Processor may transfer personal data outside of the EU/EEA/UK provided that appropriate safeguards are in place in relation to the transfer as required by Data Protection Legislation

The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

The Processor may use sub-processors for processing the personal data. The Processor is responsible for its sub-processors' actions as for its own and will sign written agreements with the sub-processors concerning the processing of personal data. Sub-processors engaged by the Processor are listed below in the Processing Specification. The Processor will inform the Controller beforehand of new sub-processors to enable Controller to oppose the use of a new sub-processor on reasonable grounds.



The Processing Specification specifying a processing assignment the Processor performs for the benefit of the Controller:

1 Subject matter of processing	Personal Data is processed in order to provide the following services: e-learning platform, providing trainings and certifications on Kempower charging solutions
2 Duration of processing	Data is processed for the duration of the subscription to the Service
3 Categories of Personal Data and Purposes of processing	Usernames and passwords, names, work titles, company name, email address, phone number, connection data, grades and evaluation reports, any additional Personal Data included in the content of the files uploaded by the Customer or the Authorized Users in the Service
4 Sub-processors	Epignosis UK Ltd 239 First Floor, Kensington High Street, London United Kingdom, W8 6SN
5 Transfers of Personal Data outside the EU/EEA	USA
6 Categories of Data Subjects	The Personal Data Processed concerns the following sets of Data Subjects: Customer's personnel, Customer's sub-contractors' and partners' personnel