

TERMS AND CONDITIONS OF CONTRACT**Scope of application**General

These contractual terms are effective from 11 February 2026.

These consumer agreement terms (hereinafter the "**Terms**") apply to the contractual relationship between CAP-Group Ltd (including CAP-Autokoulu and CAP Pro Academy) or CAP-Group Ltd's contractor (hereinafter the "**Service Provider**"), as stated on the order confirmation, and the learner, who is a consumer, (hereinafter the "**Learner**") concerning the sale, purchase, ordering and provision of driving instruction services and associated services. The Terms also apply to purchases and orders made in the Service Provider's online store, where the Learner is a consumer within the meaning of the Consumer Protection Act. The online stores can be used by legally competent persons over the age of 18 and persons under the age of 18 who have the express consent of their guardian or the person who pays for the service to make purchases/place orders. However, the ordered service shall only be provided to the Learner who is registered for the relevant course.

The contractors are independent companies that provide services under the name/brand owned by CAP-Group Ltd. In such a case, the service is provided to the Learner by the contractor, and the contractor is the Learner's contractual partner. The contractor is specified on the order confirmation, and all references to the "Service Provider" in these Terms refer to the said contractor.

CAP-Group Ltd reserves the right to update these Terms at any time. The updated Terms shall apply to orders made after the updated Terms take effect. The amendments shall not affect the agreements made before the amendments took effect. Orders/purchases made in the online learning environment and the online store at www.virtuaalidirektiivi.fi shall be supplied and invoiced by CAP-Group Ltd's subsidiary, Datadrivers Ltd, which shall be the contractual partner for such orders/purchases. In these Terms, 'Service Provider' also includes Datadrivers Ltd, as applicable, unless otherwise expressly stated in these Terms or unless the wording clearly means otherwise.

These Terms do not in any way affect the statutory rights and/or obligations of either party under consumer protection legislation.

Business customers

If a company is specified as the party paying for the course, the Consumer Protection Act does not apply to the contractual relationship. In this situation, the Learner or the company specified as the payer cannot, therefore, invoke rights under the Consumer Protection Act or equivalent obligations on the Service Provider, including the rights and obligations relating to the statutory right of withdrawal.

Prerequisites for ordering services and order confirmation

The Learner is responsible for fulfilling legal obligations such as obtaining a driving license permit and meeting the minimum requirements for the right to drive or professional qualifications.

By registering for the services, either at an office and/or by ordering services in the online store, the Learner accepts and undertakes to comply with these Terms. If the services are paid for by the Learner's guardian or another adult with full capacity to enter into contracts (the "**Payer**"), this party undertakes to comply with these Terms. The Learner is obliged to notify the Payer of the acceptance of the Terms. A Learner under the age of 18 may not place an order until the Payer has accepted the order and these Terms and the payment obligation related to the order. If the Learner is under the age of 18, or if the Order specifies that a person other than the Learner is the Payer, the person who specified as the Payer with the Learner shall be obliged to pay the Service Provider for the services that the Learner orders from the Service Provider in accordance with these Terms.

When using the online store, the Learner must provide their correct details. If the Learner is under the age of 18, they must provide the correct details of the Payer. To place an order on the online store, the Learner must enter their name, personal ID code, street address, postcode, post town, municipality of residence, phone number, email address, country of birth, native language, payment details, and the other information required for the purchase. If the Learner is not the Payer, the Learner

must also enter the Payer's name, personal ID code, street address, postcode, post town, telephone number, email address, payment details, and the other information required for the purchase. The person entering the data is responsible for the accuracy of the data and for ensuring that they have the right to place an order with binding effect on the person indicated as the Payer. They must also communicate any changes in the data without delay. However, the Payer cannot withdraw their consent retroactively in a manner that applies to orders already placed; the withdrawal of consent can only apply to additional orders placed after the withdrawal.

Upon placing an order at an office or in the online store, the Learner receives an order confirmation by email, indicating the ordered products and prices. If applicable, the order confirmation also includes user credentials for the online learning environment and information regarding progress in studies. The credentials may be delivered at a later stage, once the 14-day statutory withdrawal period for online store purchases has elapsed, unless the Learner explicitly requests that the provision of the service can begin before the end of the withdrawal period or unless the Learner accepts that they do not have a statutory right of withdrawal after the Service Provider has performed the service in its entirety. If the Learner is under the age of 18, the Payer also receives a corresponding order confirmation by email, using the address specified when the order is placed. The above also applies to the ordering of additional services, either directly at an office or in the online store.

Special conditions for phone sales

When a Service Provider offers a consumer product to a Learner by phone, if the Learner expresses their willingness to make an agreement with the Service Provider, the Service Provider sends a quote in writing, or in another permanent format, to the Learner after the call. The quote shall be valid for the period stated on the quote, which must be at least 14 days from the date of the quote. An agreement of this type, based on a phone call, shall take effect, and the statutory 14-day withdrawal period shall begin, only once the Learner and/or the Payer has given their approval as referred to above. The special terms for phone sales shall not apply if the Learner contacts CAP-Group Ltd on their own initiative or if CAP-Group Ltd contacts the Learner at their express request.

Other actions that the Learner is required to take in relation to the service

For courses that involve the electronic learning environment (Webauto) or that are conducted virtually, the Learner must have a fairly recent computer, smartphone or tablet for the course, as well as a mobile device and the WhatsApp or Signal app for connection to the control center. WhatsApp and Signal are free and easy to install on a smartphone. The participant is responsible for acquiring the said ICT devices and ensuring they are functional. The participant is also liable for the communications costs.

In order to access the electronic learning environment, the Learner must accept Datadrivers Oy's terms of use when registering (placing an order) (<https://kuljettajaopetus.fi/cap-CAP-Group-Oy&page=kayttoehdot&lang=fi&toid=>). The terms of use are an essential and inseparable part of these Terms.

CAP Pro Academy satisfaction guarantee

CAP Pro Academy offers advanced training to obtain professional qualifications and safety card training with a CAP Pro Academy satisfaction and discontinuation guarantee. If the Learner discontinues the online or in-person training on such a course for any reason before the course is completed, CAP Pro Academy will not charge for the training. In such a situation, if the training has already been paid for, CAP Pro Academy will refund the course fee without undue delay. No interest shall be paid on returned funds. If the Learner discontinues a course, CAP Pro Academy will not award a completion mark. Claims under the satisfaction and discontinuation guarantee must be sent to CAP Pro Academy within 14 days of the discontinuation of training. After this period, CAP Pro Academy's obligations under the satisfaction and discontinuation guarantee shall lapse automatically. The discontinuation and satisfaction guarantee shall not be valid after the course is completed.

Prices, service content and additional services

The order form shows the content, requirements, instructions and prices of the content of the Learner's selected service or service package at the

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time of ordering, and the information is sent to the Learner in writing along with the order confirmation. The price of a service or service package may differ depending on the office, so the price shall be determined according to the office that the Learner selects for the order. After the minimum instruction included in the selected package, the Learner and the Service Provider shall agree on any additional instruction required.

Unless expressly stated otherwise, the price stated on the order confirmation does not include charges to Traficom or Ajovarma. Practice track fees and other charges for driving practice, other charges payable to third parties (such as card charges for card training courses), additional driving hours, additional instruction, the use of the Service Provider's vehicle for retests, any damages, and any other services that are not included in the ordered service package, are either charged for separately or paid directly by the Learner/Payer to the third party. The Service Provider's applicable price list is on the Service Provider's website or delivered upon request. The Service Provider shall not be liable for any increase in the fees of the authorities or third parties.

The Service Provider shall not be entitled to change the price of an ordered service package with binding effect on the Learner between the order and the end of the contractual period unless expressly stated in these Terms. However, the Service Provider shall be entitled to add any adjusted rates of tax and other corresponding public levies (for example, to reflect an increase in the rate of value-added tax) as soon as the new rates take effect. The Service Provider shall also be entitled to change its price list at any time. The price of any additional products (such as extra instruction) that are not included in the ordered service package shall be determined according to the price list that is valid at the time of ordering (for example, extra instruction). However, if the price of a service or service package stated on the price list decreases after ordering, the Learner shall not be entitled to a reduction of the price of any services that have already been ordered and confirmed with an order confirmation.

Any promotions and related discounts or other benefits are always handled case-by-case and are subject to more detailed terms and conditions specified in connection with such promotions, discounts or benefits in addition to these Terms. Discounts cannot be combined.

Webauto and other online stores may allow the Learner to purchase electronic learning materials. The Service Provider is not the seller of such products and is not liable for their contents. However, the Learner is obliged to pay the price of such orders as indicated when ordering in accordance with the third party's instructions.

Payment obligations and methods of payment

A payment obligation arises when an order is placed and services are purchased at an office, on the phone or in the online store. The Learner and the Payer undertake to pay the price of the ordered service to the Service Provider or to the party to whom the Service Provider has assigned its right to the receivable.

The Learner may only proceed to the driving test when all the fees have been paid to the Service Provider in full. If a payment is overdue, the Service Provider has the right to charge a payment reminder fee in accordance with the price list and the Debt Collection Act, as well as penalty interest in accordance with the Interest Act. If the Service Provider is forced to recover its receivables through debt collection, the Learner (or the Payer) shall be obliged to compensate the Service Provider for the collection costs. Third-party payment services have their own terms and conditions for late payment and debt collection that apply if the third-party payment service is selected.

The Learner and the Payer acknowledge that the Service Provider may check the credit record of the Learner or the Payer when placing initial or additional orders and when changing the payment method. In addition, certain payment methods require the Payer to be identified with strong identification in order for the payment method to be selected. After an agreement is made, if it becomes apparent that the credit record contains defaults, the Service Provider may rescind the agreement by notifying the Learner/Payer. The Service Provider must announce the rescission of the agreement due to a bad credit record within 14 days of sending the order confirmation. The rescission shall apply to the service that was ordered when the default was noticed. The above shall also apply when the payment method is changed. The Learner can avoid the rescission of the agreement by paying the Service Provider's fee in cash or in another manner accepted by the Service Provider if the Service Provider does not accept cash. If the Service Provider rescinds the agreement, the Learner or the Payer must pay the Service Provider the compensation

stated in the price list for the instruction that has already been provided.

Payment methods and terms

The available payment methods vary depending on the Service Provider, whether the service is purchased in the online store or at an office and what the order relates to (for example, a passenger car, a tractor, or a heavy goods vehicle). The available payment methods and related details are communicated when an order is placed.

Taking into account the requirements below, the following payment methods can be used to pay for a service.

Cash

When cash payments are selected, the payment schedule determines the pace of the Learner's course. All the payments must be made before the Learner can take a driving test.

Some offices do not accept cash payments. Cash payments must be agreed upon with the Service Provider before placing an order.

If cash payment is available and selected as the payment method, the Learner may pay the course fee in cash at the Service Provider's office where they take the course. The Learner should bring the exact amount of cash. If the Learner is under the age of 18, a cash payment by the Learner's parent or guardian is considered payment on behalf of the Learner.

Online payment (in the Learner's online learning environment or upon registration)

The online payment service intermediary is Svea Payments Oy (business ID: 2121703-0, address: Mechelininkatu 1 A, 00180 Helsinki, www.sveapayments.fi), which is a payment institution and payment service provider operating under the supervision of the Financial Supervision Authority. Svea Payments Oy appears as the payee on bank statements or credit card bills and passes the payment on to the merchant.

The course fee can be paid online using online banking, card payments or MobilePay. The Learner's invoice can also be paid with SVEA financing, provided that the terms and conditions of this payment method are met, by switching the payment method in the online learning environment. The online payment should be paid either at the time of registration or in the Learner's online learning environment, depending on the course.

Invoice

When invoices are selected as the payment method, the payment schedule determines the pace of the Learner's course. Some service packages do not allow payment by invoice. A surcharge is added to the invoice at the applicable rate, which is communicated to the Learner when selecting this payment method. The possible number of instalments (1–4 instalments) depends on the selected service. See the website for the possible number of instalments: <https://cap.fi/en/frequently-asked-questions/paymentmethods/#invoice-or-cash>. The number of instalments offered by CAP Pro Academy is shown on the registration form for the course.

However, short courses (such as risk recognition training, training for the first driving license, instructor license services, etc.) are always invoiced in one instalment. The invoice for risk recognition training is created as soon as the Learner registers. For other driving license courses and basic professional qualification training, the invoice is created when the Learner begins using the online learning environment to complete level tasks, online theory lessons or assessment forms. For advanced training towards a professional qualification and card training, the invoice is created after the training is completed. For training towards a qualification, all the instalments must be paid before the Learner can graduate. In other cases, the instalments must be paid before the first lesson.

Invoices are sent to the email address indicated by the customer. If the Learner is under the age of 18, their invoice is always sent to the stated Payer's email address. When an invoice is paid, it is considered to be paid by the Payer on behalf of the Learner.

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SVEA financing

Lender's details:

Svea Bank (publ), Filial i Finland (business ID: 1774535-9)
Address: Mechelininkatu 1 A, 00180 Helsinki
Phone number: +358 9 4242 300

The Service Provider offers financing in cooperation with Svea Bank. When financing is selected, the payment schedule does not affect the pace of the course. The Learner may take the driving test according to their own schedule. Financing requires valid credit records. When applying for financing, a credit decision is made, which includes a check of the address and credit records of the Learner or of the Payer if the Learner is under the age of 24. Financing is provided by Svea Bank, which is responsible for the lender's obligations and has the lender's rights in the credit relationship. If the application is not accepted, the payment method can be changed.

SVEA financing in brief:

- Payment period: 3 to 36 months
- The applicant must be at least 24 years old and can apply for €50–€5,000 of credit
- The financing can be paid off more quickly than originally planned or entirely with no additional costs
- Invoiced monthly in equal instalments
- No collateral, no guarantors
- Information about the interest rate and other costs applying to financing can be found at <https://cap.fi/en/frequently-asked-questions/paymentmethods/>

By selecting financing, the Learner or the Payer, if the Learner is under the age of 24, accepts and confirms they have read Svea Bank's [general terms of financing](#) and the [Standard European Consumer Credit Information](#). For more information about SVEA Bank, the financing of online store purchases offered by SVEA Bank, and the terms of the agreement, see <https://www.svea.com/fi-fi/tietoa-meista/sopimusehdot/>.

For more information about all the above payment methods at CAP Driving School, see <https://cap.fi/en/frequently-asked-questions/paymentmethods/>, and at CAP Pro Academy, see <https://capproacademy.fi/maksutavat-ja-ehdot/>.

Contractual obligations on the parties and the Learner's liability for damages

The Service Provider is obliged to provide the services ordered by the Learner with due professionalism and care, in line with these Terms. The Service Provider is responsible for ensuring that the course has the stated content and meets the minimum requirements set for the course at the time of ordering. At the end of each lesson, acknowledgement is given to confirm that the instruction corresponded to the training plan. The Service Provider is obliged to issue a certificate of instruction when the Learner has made the corresponding payment and completed the instruction included in the course. This also applies to any tests organized by the Service Provider itself for which a certificate or other completion mark is issued.

The Learner must act with due care and follow the instructions provided by the Service Provider and its personnel, including the instructions related to the simulator. If the Learner fails to comply with the instructions or if the Learner otherwise causes damage to the Service Provider or its property through carelessness or negligence, the Learner shall be obliged to compensate the Service Provider for the damage caused. The Learner's duty of care is emphasized when driving without the instructor on or in the vehicle, such as when riding a moped or motorcycle where the Learner is in charge of the vehicle, and in other cases when the Learner is in charge of the vehicle. The Learner is not permitted to participate in instruction while under the influence of intoxicants or, for example, medicines that can reduce the ability to drive (medicines with a red warning triangle). Threatening or disruptive behavior is also forbidden. The Learner should not attend driving lessons while ill. If the Learner feels tired or ill, for example, or otherwise feels that a similar issue could negatively affect their driving ability, they should immediately notify the instructor. The Service Provider shall be entitled to stop the lesson if the instructor considers the Learner unfit to drive or otherwise in such a state that they cannot participate in the lesson properly. The

Service Provider shall be entitled to charge for such interrupted driving lessons and other services in full. In such a situation, the Learner shall not be compensated for interrupted lessons, and it may, in practice, lead to the Learning needing to purchase additional lessons at a different time in order to receive the full amount of compulsory instruction. See also 'Cancellation of driving lessons' in these Terms.

The Learner is aware that if the vehicle used for instruction is damaged due to the Learner's carelessness or negligence (such as a driving error caused through carelessness or negligence or failure to comply with the instructions), the Service Provider will suffer damage at least equal to the deductible under the insurance policy. However, the Service Producer's loss is not limited to the deductible. This could be the case if, for example, damage is caused under such circumstances or by such actions that are not covered by the insurer. In addition, the Service Provider may lose the no-claims bonus from its insurance policy and incur damage due to matters such as days when the vehicle cannot be used, extra work, cancelled driving lessons, and renting a replacement vehicle. The Learner shall be liable for all damage caused through carelessness or negligence. The Service Provider's price list shows the deductibles applying when the order is placed. However, the amount of the deductible shall not limit the Learner's liability. The Service Provider shall make a reasonable effort to limit the damage caused to it in the above situations.

If the instruction is provided in a vehicle other than the Service Provider's vehicle at the Learner's request and with the Service Provider's approval, the Learner shall be responsible for ensuring that the vehicle is suitable for instruction and insured appropriately. The Service Provider shall not be liable for any damage caused to such a vehicle, nor for any damage caused to third parties during a lesson or at any other time. The above also applies in situations where the Service Provider's instruction is considered in charge of the vehicle.

Cancellation of driving lessons

The Learner shall be entitled to cancel agreed driving lessons by midday of the weekday (meaning the days of the week from Monday to Friday, excluding public holidays) before the day of the driving lesson without stating a reason. If the cancellation occurs later than this, or if the Learner does not otherwise use an agreed driving lesson, the Service Provider shall be entitled to charge the normal lesson fee for the unused driving lesson according to the price list. However, if the Learner presents a certificate from a doctor or nurse within 7 days of the time of the driving lesson to prove that the Learner was unable to participate in the training or attend the lesson, the Service Provider shall not charge the Learner a lesson fee. The Service Provider may, at its own discretion, accept any other proof that the Learner was unable to attend a lesson. Cancellations should be made to the Learner's instructor or customer service in a verifiable manner as soon as reasonably possible. Driving lessons that are not cancelled or that are cancelled late cannot be deducted or offset from the driving lessons in an ordered service package in order to avoid paying the Service Provider's lesson fee.

The Service Provider shall be entitled to change the instructor assigned to a driving lesson or training session or the instructor in charge of the Learner for any reason. The Service Provider shall also be entitled to cancel agreed driving lessons and other training sessions by notifying the Learner if the instructor is ill or for equivalent reasons, such as changes in the Service Provider's human resources or a temporary lack of human resources.

Efforts shall be made to notify the Learner as soon as reasonably possible by email, text message or phone. The Service Provider shall arrange a new driving lesson or training session of an equivalent type within a reasonable time to compensate for the cancelled driving lesson or training session, taking into account, where possible, the other driving lessons already reserved by the Learner and the curriculum as a whole. The Learner shall not be entitled to any other recompense or compensation, nor to any refunds or write-offs of payments already made.

The Service Provider shall not be liable for cancellations by third parties (such as the recipient of a qualification) or for any consequent extension of the course. However, even in these situations, the Service Provider shall endeavor to arrange a replacement service (such as a driving test) with the third party without undue delay, provided that this does not cause undue delays to the instruction of the Service Provider's other customers.

Term of the agreement; discontinuation, cancellation or end of the course

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The contractual relationship between the Service Provider and the Learner shall be valid for 12 months from the date of the order confirmation provided by the Service Provider or when the Learner has completed the course they have ordered, whichever occurs earlier. The provision of digital service content to the Learner shall end at the same time as the course itself, and no later than 12 months after the order confirmation submitted by the Service Provider.

If a course is discontinued or the agreement ends for any reason, the Service Provider's obligations toward the Learner shall lapse with respect to the relevant course. The end of the agreement, irrespective of the reason, shall not release any party from their payment obligation (including any debt collection costs) with respect to charges incurred before the agreement ended.

End of the agreement

1) *Statutory right of withdrawal and its limitations in distance sales*

In accordance with the Consumer Protection Act, the Learner is entitled to withdraw from the agreement and cancel a distance sales order they have placed without stating a reason and without incurring any costs within 14 days of making the agreement, as described in more depth on the **cancellation instructions and form** appended to these Terms. The time the agreement was made refers to the time when the Service Provider sends the Learner an order confirmation.

CAP Pro Academy's advanced training for professional qualifications and safety card training carries a satisfaction and discontinuation guarantee in accordance with the **CAP Pro Academy satisfaction guarantee** set out in these Terms, and the limits to the statutory right of withdrawal are without prejudice to the Learner's right to invoke the satisfaction guarantee under these Terms.

2) *Discontinuation of the course and end of the agreement with discontinuation*

The Learner may discontinue the course and end the agreement at any time without stating a reason (except for content that is provided only digitally). The Learner must unambiguously notify the Service Provider in writing of the discontinuation of the course. When the course is discontinued, the Learner shall lose access to the digital service content.

If the course is discontinued, the Service Provider shall be entitled to charge the Learner (or Payer), and the Learner (or Payer) shall be obliged to pay, the contractual course discontinuation fee (€99) in addition to the charges stated on the price list for the instruction already provided. However, such charges shall not exceed the total price of the course. If the Learner has paid the Service Provider more than necessary, taking into account the fees referred to above, the Service Provider shall refund the difference to the Learner without undue delay after the Service Provider has received the necessary information from the Learner for the refund. No interest shall be paid on refunded fees. If the Learner does not contact the Service Provider for such a refund within 12 months of the date on which the course is deemed discontinued and/or the agreement has ended, the Service Provider shall no longer be obliged to refund the funds.

However, if the order only covers content to be provided digitally, the Learner must pay the full contractual price if the provision of the digital content began before the discontinuation. The contractual relationship between the parties shall end on the date stated in the Learner's notice.

3) *End of the agreement for reasons attributable to the Learner*

The course shall be discontinued and/or the agreement shall end without separate notice if the Learner fails to respond to the Service Provider's messages within a reasonable time to agree upon (i) the course's progress over the term of the agreement and/or (ii) an extension to the course if the course completed by the Learner is incomplete when the 12-month term of the agreement ends and the failure to complete the course is not due to the Service Provider's actions and the Learner has not submitted a medical certificate to prove that they are unable to complete the course.

When the agreement ends, the Service Provider shall be entitled to charge a discontinuation fee (€99) or offset the said fee from fees already paid, in addition to the charges stated on the price list for the instruction already provided. If the Learner has paid the Service Provider more than necessary, taking into account the fees referred to above, the Service

Provider shall refund the difference to the Learner without undue delay after the Service Provider has received the necessary information from the Learner for the refund. No interest shall be paid on refunded fees. If the Learner does not contact the Service Provider for such a refund within 12 months of the date on which the course is deemed discontinued and/or the agreement has ended, the Service Provider shall no longer be obliged to refund the funds.

If the Learner and the Service Provider agree to extend and/or continue the course, the agreement shall be deemed to have continued without interruption for a new contractual term of up to 12 months. In these situations, the Service Provider shall be entitled to review the course content for the extended contractual term and charge for the extended course according to the price list in force at the time of the extension, minus any fees paid previously.

4) *Service Provider's right to discontinue or end a course due to late payment by the Learner*

While the agreement is in force, the Service Provider shall be entitled to unilaterally discontinue a course if the Learner or the Payer fails to fulfil their payment obligations despite reminders and the Service Provider has transferred the invoices sent to the Learner or the Payer to a debt collection service, or if the Learner or the Payer has payment arrears that prevent progress. If the Learner or the Payer fails to clear their payment debt and/or the Learner cannot be contacted during the term of the agreement, the agreement shall end with the unilateral notice of the Service Provider.

The Service Provider shall reopen the course if the fees (including any debt collection and late payment costs) are paid and the Learner has been contacted to agree upon the course progress so that the course can be completed within the term of the agreement. If the course is reopened, the Service Provider shall be entitled to charge the Learner an additional service fee in accordance with the prevailing price list for reopening the course. The Service Provider shall also be entitled to charge for the extended course in accordance with the price list in effect at the time of renewal, minus any fees paid previously.

Transfer to another office

When registering (placing an order), the Learner selects an office where they shall take the course. The Learner can change to a different office, provided that the new office also offers the selected course package. The practical measures and schedules related to the transfer shall be agreed upon on a case-by-case basis. The Service Provider shall be entitled to charge a reasonable additional service fee, in accordance with the price list in effect when the agreement is made, for transferring the Learner to another office, as well as any difference in package prices. However, if the package price at the new office is lower than the one at the original office, the difference shall not be returned to the Learner. The Service Provider may, with the Learner's consent, transfer the Learner to another office to complete the course.

Limitation of the Service Provider's liability

The Service Provider offers no guarantee and accepts no liability for whether the Learner passes the theory and driving tests or other exams or tests after completing the course or whether the Learner has the possibility to do these in a certain period.

The Webauto service is provided by Datadrivers Ltd, and CAP-Group Ltd acts as a reseller for Datadrivers Ltd. The service, other services provided online, and the contents of such services are offered to the Learner "as-is" and "as available". Neither Datadrivers Ltd nor CAP-Group Ltd guarantees that the foregoing services will function or be available without interruption, disruption or error, or that the aforementioned services can be used for a specific purpose. The Learner shall use the foregoing services at their own risk, and neither Datadrivers Ltd nor CAP-Group Ltd shall be liable for the correctness, reliability, errors, deficiencies, inaccuracies or other defects in the foregoing services or the information contained therein, nor for any costs, damages or losses that the Learner may incur due to the use of the foregoing services or the information contained therein. Neither Datadrivers Ltd nor CAP-Group Ltd shall be responsible for lack of access to the foregoing services due to compatibility problems. The Webauto service may contain links to other service providers' websites or other services. Neither Datadrivers Ltd nor CAP-Group Ltd shall be liable for the content of such third-party websites or services, the services contained therein, or the marketing or other material contained therein. The provisions of this section shall also apply to simulators, other online services, and

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service environments (including Zoom, Signal and WhatsApp, and digital textbooks). However, if the simulator is not available to the Learner at the time reserved and confirmed by CAP-Group Ltd, the Learner shall receive a replacement simulator session free of charge in accordance with the Terms, and CAP-Group Ltd's liability shall be limited as stated above.

If the Learner considers that the Service Provider has breached its obligations under the agreement, the Learner shall complain to the Service Provider as soon as they discover the breach and give the Service Provider an opportunity to remedy the error in the manner the Service Provider considers appropriate. The Learner shall waive the right to invoke a breach of contract if they fail to invoke it within a reasonable period that is no more than 14 days after the time when the Learner discovered it or should have discovered it.

The Service Provider's liability toward the Learner/Payer shall be limited in amount to the price of the service on which the liability is based. The foregoing limitation of liability shall not limit the Service Provider's liability for personal injury for which the Service Provider would be liable toward the Learner under the applicable legislation. However, the Service Provider's liability for such personal injury shall be limited to a maximum of €500,000. The Service Provider shall not be liable toward the Learner for any indirect or consequential loss or damage caused by error or delay, such as loss of income or savings, loss or disappearance of files or data, or the costs of recreating data or files.

Invoking rights; invalid terms

If the Service Provider fails to exercise any of its rights under the agreement or these Terms or waives its right to invoke the agreement or these Terms in a specific case, it shall not prejudice the Service Provider's right to invoke the Terms in similar cases. If any of these Terms are found to be invalid, unlawful or unenforceable, the term shall be enforced to the utmost extent permitted by applicable legislation. This shall be without prejudice to the validity, legality or enforceability of the other terms.

Rights to material

All digital and electronic materials related to the course and the order are protected under copyright law. All proprietary rights, copyrights and other intellectual property rights to such material belong to CAP-Group Ltd, Datadrivers Ltd, or their partners. The Learner shall have the right to use such material only to the extent that the completion of the course demands it, and no other rights shall be granted to the Learner. Therefore, the Learner shall have no right to distribute, disseminate, pass on or modify such material or parts thereof.

Notifications

The Service Provider may deliver contractual notifications to the address provided by the Learner in connection with registration or to any other address provided by the Participant in writing or electronically by mail, email, phone, text message, CAP-Group Ltd's mobile app, WhatsApp or any other corresponding method. The Learner shall be obliged to notify the Service Provider without delay of any changes to their details.

Force majeure

Unless otherwise provided by applicable compelling legislation, the Service Provider shall not be liable for any delays, omissions or damages resulting from an obstacle beyond the Service Provider's control which the Service Provider could not reasonably take into account when making the agreement and whose consequences could not reasonably be avoided or overcome. These include, for example, industrial action, epidemics, fires, abnormal weather conditions, changes in regulations, restrictions on mobility, interruptions in the distribution of fuel, energy or traffic, interruptions in payments, technical problems, failures in power/phony/internet/computer connections or other communications, and failures and delays in the services provided by subcontractors under the foregoing circumstances. If such a situation arises, the Service Provider shall notify the Learner. If the situation has lasted for more than 2 months, both the Learner and the Service Provider shall be entitled to terminate the agreement between the parties with immediate effect. Notice of termination shall be given in writing or in another verifiable form. In such a situation, the Learner (or the Payer) must pay the Service Provider the pro-rated portion of the total course price corresponding to the degree of completion.

Assignment of the agreement

The Service Provider shall be entitled to assign its receivables based on the agreement to a third party. The Service Provider shall also be entitled to assign the agreement and its rights and obligations under it to a third party in connection with a business transfer, trade or transfer of business, or other business arrangement. The Learner shall not be entitled to assign the agreement or their rights or obligations under the agreement to a third party without the Service Provider's express consent.

Processing of personal data

CAP-Group Ltd processes the personal data of the Learner and the Payer and uses cookies in accordance with CAP-Group Ltd's data protection and cookie rules (www.cap.fi/en/privacy-policy/). Datadrivers Ltd processes personal data and uses cookies in accordance with Datadrivers Ltd's data protection and cookie rules (<https://virtualidirektiivi.fi/tietosuojaseloste/>). The processing of personal data by contractual entrepreneurs is specified on the entrepreneur's website. The learner data of an adult Learner shall not be disclosed to the Payer without the adult Learner's consent.

Applicable law and disputes

These Terms and the contractual relationship shall be governed by Finnish law.

We hope that our service meets the Learner's expectations. However, if the Learner is not satisfied with the Service Provider's services for any reason and wishes to make a complaint about the service, we ask the Learner to notify the Service Provider as soon as the Learner becomes aware of the facts underlying the complaint or claim. A Learner in the position of a consumer is entitled to bring any disputes arising from this agreement to the Consumer Disputes Board (www.kuluttajariita.fi). The decisions of the Consumer Disputes Committee are recommendations. Before bringing a case to the Consumer Disputes Board, the Learner should contact the Consumer Advisory Services (www.kkv.fi/en/consumer-affairs/consumer-advisory-services/). A Learner in the position of a consumer may bring a lawsuit against the Service Provider concerning disputes arising out of the agreement, either in the District Court of the Service Provider's domicile (Vantaa District Court) or in the Finnish District Court whose jurisdiction covers the Learner's place of residence.

CAP-Group Ltd's supervisory authority and liability insurance

CAP-Group Ltd is licensed under the Driving Licenses Act to provide driving instructions in groups 1 and 2. It is also licensed under the Act on Amending the Act on Traffic Services to operate as a professional qualification training center. CAP-Group Ltd's supervisory authority is Traficom, postal address PO Box 00059 TRAFICOM, street address Kumpulantie 9, 00520 Helsinki, www.traficom.fi, tel +358 29 534 5000.

CAP-Group Ltd has business liability insurance for personal injury and material damage, covering up to €1,000,000. The insurer is If P&C Insurance Ltd (publ), business ID 1602149-8, address Keilasatama 2, 02150 Espoo. However, the liability insurance does not cover damage caused by the use of a motor vehicle in traffic under the current Motor Vehicle Insurance Act or corresponding foreign legislation. However, CAP-Group Ltd's training vehicles are covered by If P&C Insurance Ltd (publ)'s motor vehicle insurance under the Motor Vehicle Insurance Act. The Learner's right to compensation for personal injury incurred during training while using a motor vehicle in traffic under the Motor Vehicle Insurance Act shall be determined in accordance with the principles of the Motor Vehicle Insurance Act. In accordance with the principles of the Motor Vehicle Insurance Act, the Learner's contribution to the occurrence of personal injury may limit the Learner's right to compensation. If the Learner causes a traffic accident or other damage that is covered by CAP-Group Ltd's insurance company, the opposing party's insurance company, or the Finnish Motor Insurers' Centre, the insurance company and/or the Finnish Motor Insurers' Centre shall have the right of recourse under the applicable legislation.

In other regards, CAP-Group Ltd shall not insure the Learner. However, by way of derogation from this, CAP-Group Ltd provides liability and accident insurance to the participants of CAP-Group Ltd's training programs acquired by the Employment Areas.

TERMS AND CONDITIONS OF CONTRACT

Appendix to the terms and conditions – Withdrawal instructions and withdrawal form for consumer customers in distance sales*Information about exercising the right of withdrawal*

If an agreement or order for the sale and purchase of driving instruction services and associated services (hereinafter referred to as "the agreement") is made as a distance sale in the meaning of the Consumer Protection Act, the consumer has the right of withdrawal in accordance with the Consumer Protection Act. Orders placed in the online store for consumers, the CAP Pro Academy online store, and the www.virtualidirektiivi.fi service are distance sales to which the right of withdrawal applies. The right of withdrawal shall not apply if the customer is not a consumer or if a company is specified as the payer.

Withdrawal instructions**Right of withdrawal**

You have the right to withdraw from the agreement within 14 days without giving a reason. The deadline for withdrawal is 14 days after the agreement is made. The agreement is deemed to be made when you are sent an order confirmation for an order you have placed. In order to exercise your right of withdrawal, you must notify us of your decision to withdraw from the agreement in an unambiguous manner (such as by email or letter). You can use the appended withdrawal form to do this, but it is not mandatory. In order to withdraw before the deadline, it is sufficient for you to send notice of exercising your right of withdrawal before the deadline.

Effects of withdrawal

If you withdraw from the agreement by the withdrawal deadline, we will return all payments we have received from you within 14 days of receiving the notice of withdrawal. We will process the refund using the payment method you used in the original transaction, unless you have expressly agreed to a different method. In any event, you will not incur any costs for the refund.

If you have requested the provision of a service before the deadline for withdrawal, you must pay us reasonable compensation for the service provided in order to fulfil the agreement until the notice of withdrawal is given. The grounds for compensation are determined in accordance with the section, '**Limits of the right of withdrawal**'.

Limits of the right of withdrawal

The right of withdrawal and its limitations vary depending on whether the ordered service also includes other digitally deliverable content (such as driving instruction) or whether it is a completely digitally deliverable service (such as the first driver's license course (EAS) where the theory lessons are conducted online or other online courses).

Service that is primarily provided in a non-digital form (such as a car driving course)

If the order is for a service package that includes both digital service content (such as web theory lessons or a digital textbook) and essential non-digital services (such as driving instruction in a car or simulator), the Learner's right of withdrawal shall be determined for the entire order according to the non-digital services. Such service packages that contain digital and non-digital services include car and lorry driving courses.

The Service Provider shall only begin providing such a service prior to the deadline for withdrawal if the Learner expressly requests it and agrees that they will no longer have the right of withdrawal after the Service Provider has fulfilled the agreement in its entirety. Without the foregoing request and agreement, driving instruction in a passenger car or simulator or the use of other non-digital services shall not be possible before the withdrawal deadline, and the Service Provider shall not be under any other obligation to provide services to the Learner before the withdrawal deadline. If the Learner makes such an express request, they shall no longer have the right of withdrawal after the Service Provider has fulfilled the agreement in its entirety. If, in such a situation, the Service Provider has partially fulfilled the agreement, the Learner (and/or any other designated payer) shall be obliged to pay the Service Provider reasonable compensation for the costs incurred before the notice of withdrawal was given. This compensation consists of a discontinuation fee of €99, plus a charge in accordance with the Service Provider's price list for the instruction already provided. However, the maximum compensation shall be the total price of the course.

However, by way of derogation from the foregoing, the Service Provider may, at its discretion, begin providing digitally deliverable content (such

as WebAuto user credentials) for a course entity that includes driving instruction or other non-digital content before the deadline for withdrawal without the express request and/or approval of the Learner, as referred to above. If the Service Provider chooses this course of action, the Learner shall retain the right to withdraw from the agreement and the order in full without any costs within 14 days, even though the provision of said content has begun, provided that the Learner has not received the driving instruction they have reserved in a car or simulator or have otherwise, by their own volition, used a non-digital service before the deadline for withdrawal.

Withdrawal always applies to an entire individual order, covering both digital service content and driving instruction. If the Learner has several courses at the same time, they are considered different orders, and they require separate notices of withdrawal.

The statutory right of withdrawal expires 14 days after making the agreement. The Terms describe in more detail the Learner's right to discontinue the course at a later date.

Digital content only – no right of withdrawal

Content that is provided in digital format only, such as the Webauto learning environment where the Learner can complete online theory studies, perform level tests and take other course-related actions, a first driving license course, a digital textbook, and online training, with respect to the parts subject to a fee, are goods within the meaning of chapter 6, section 16, paragraph 12 of the Consumer Protection Act (36/1978, as amended) and are not covered by the provisions of chapter 6, section 14 of the Consumer Protection Act concerning the right of withdrawal in distance sales. The right of withdrawal does not exist if the provision of digital content is initiated electronically, the Learner has given their express prior consent for the fulfilment of the contract to begin before the deadline for withdrawal, the Learner has accepted that their right of withdrawal will lapse, and the Service Provider has submitted the order confirmation to the Learner.

Content that is provided in digital form only cannot be purchased without said prior consent and approval, so there is no right of withdrawal. This is due to the fact that the user accounts are activated, and thus the provision of the service begins, after the registration occurs.

TERMS AND CONDITIONS OF CONTRACT**Withdrawal form, template**

(complete and submit this form only if you wish to withdraw from the agreement; you can also submit notice of withdrawal by other means)

Recipient:

CAP-Group Ltd
Address: Ilmalantori 4, 00240 Helsinki
phone: +358 50 913 0300
Email: asiakaspalvelu@cap.fi

I/we (*) declare, that I/we (*) wish to withdraw from the agreement I/we (*) have made relating to the supply of the following goods (*) / the provision of the following service (*):

- Order date (*)/Receipt date (*)

- Consumer's name (*) / Consumers' names (*)

- Consumer's address (*) / Consumers' addresses (*)

- Consumer's signature (*) / Consumers' signatures (*) (only if the form is filled in on paper)

- Date

(*) Delete as applicable.