



## TERMS AND CONDITIONS

### Scope

#### General information

These terms and conditions are valid from 29th December 2023.

These terms and conditions (hereinafter referred to as "**Terms**") apply to the contractual relationship between CAP-Group Oy and its customer, the student (hereinafter referred to as "**Student**"), concerning the sale, purchase, order and delivery of driving instruction services and related services. The Terms apply to purchases and orders made through CAP-Group Oy's online store, where the Student is seen as a consumer as defined in the Consumer Protection Act. If the Terms are annexed to or form a part of a teaching or other service agreement other than an agreement for the online store, these Terms shall also apply to that other agreement. These Terms also apply to the contractual relationship between the Student's guardian or any other person paying for the training and CAP-Group Oy. The contractual relationship is established when the said person has, upon enrollment or when placing the order, committed to pay CAP-Group Oy for the products ordered from CAP-Group Oy at the prices indicated by CAP-Group Oy, as well as for any other payments in accordance with these Terms. In addition to the Student, CAP-Group Oy will also send the order confirmation to the designated guardian/other payer to the email address indicated in the order. Therefore, the word Student mentioned in these Terms may also refer to the above-mentioned guardian/payer where appropriate. However, CAP-Group Oy will only provide the ordered service to the Student who has enrolled for the course in question.

However, these Terms do not apply to the extent that they limit the Student's rights under mandatory legislation or CAP-Group Oy's obligations under mandatory legislation.

By placing an order in CAP-Group Oy's online store, the Student accepts the payment obligation associated with the order and these Terms and agrees to comply with these Terms in full. The Student's guardian and any other payer of the training shall also be deemed to have accepted the payment obligation for the order and these Terms at the time of the order and, in any event, at the latest upon receiving the order confirmation. Before placing an order, it is the Student's responsibility to inform their guardian and any other payer of the above-mentioned payment obligation related to the acceptance of these Terms, as well as of these Terms. An underage Student may not place an order until the Student's guardian and any other person paying for the training have agreed to the order and to these Terms and the payment obligation associated with the order.

CAP-Group Oy reserves the right to update these Terms at any time. The updated Terms shall apply to orders placed after the entry into force of the updated Terms.

#### CAP-Group Oy's contract entrepreneurs

CAP-Group Oy has contract entrepreneur partners who provide driving instruction services to Students for their own account and under their own responsibility, but under the CAP Driving School brand owned by CAP-Group Oy. The services provided by the said contract entrepreneurs may be offered via CAP-Group Oy's online store. These Terms also apply to the contractual relationship between such contract entrepreneur and the Student, provided that this is clearly stated in the order placed in CAP-Group Oy's online store and in the order confirmation. In cases like this, the contract entrepreneur providing the service, who is the Student's contractual partner, is identified in the order confirmation and all references in these Terms to Driving School refer to the contract entrepreneur in question. Similarly, CAP-Group Oy is not a contracting party to such agreements.

### Service provider and customer service

The Student's contractual partner and service provider is CAP-Group Oy, a Finnish limited liability company registered in the Finnish Trade Register maintained by the Finnish Patent and Registration Office, business ID 0841716-9, VAT identification number FI08417169, address Isokatu 11 c 14, 90100 Oulu, telephone number 050 913 0300, email address [asiakaspalvelu@cap.fi](mailto:asiakaspalvelu@cap.fi) (hereinafter referred to as "**Driving School**").

The Driving School's customer service can be contacted at the above-

mentioned telephone number and email address, as well as via the chat on the Driving School's website at [www.cap.fi](http://www.cap.fi) on weekdays, i.e. from Monday to Friday, excluding bank holidays (see [www.cap.fi](http://www.cap.fi) for more details). If you have any questions, do not hesitate to contact the Driving School's friendly customer service team. You can also contact the particular CAP Driving School where you are taking the course, and preferably your instructor, whose contact details can be found in the Webauto service. Contact details for all CAP-Group Oy offices can be found at [www.cap.fi](http://www.cap.fi).

More information on the service package chosen by the Student is also available on the Driving School's website. In addition, the Driving School's website (<https://cap.fi/en/for-students/instruction-process/>) provides information on the instruction process and the basic outline of the teaching for each driving license.

### Student

The Driving School's online store is open to adults aged 18 and over and to persons under 18 who have the express consent of their guardian to shop and make a purchase/place an order in the online store, provided that the guardian has also read these Terms and familiarized themselves with the product to be purchased and its price and terms of payment. The Student, and in the case of minors, their guardian, must have a working email address. Similarly, if a person other than the Student or the Student's guardian has been designated as the payer, the express consent of this person must be obtained for the transaction and the purchase/order, and the payer must also have read these Terms and familiarized themselves with the product to be purchased and its price and terms of payment. By placing an order, the Student confirms that they have obtained the consents mentioned above. The person designated as the payer must be 18 years of age or older.

### Using the online store

The Student must provide correct information about themselves and, in the case of an underage Student, about their guardian and any other payer when using the Driving School's online store. In order to place an order in the Driving School's online store, the Student must provide their name, personal identification number, street address, postal code, post office, municipality of residence, telephone number, email address, country of birth, native language, payment details and other information required for the purchase. If the payer is different from the Student (e.g. a guardian), the Student must also provide the payer's name, personal identification number, street address, postal code, post office, telephone number, email address, payment details and other information required for the purchase. Such a person's details may not be entered on the order form without the express consent of the guardian or other payer. The payer can also be a company, in which case the payer's business ID and contact details must also be filled in. The person filling in the information is responsible for the accuracy of the information and that they have the right to place an order that is binding on the person designated as the payer.

The Student is responsible for the accuracy of the information provided (including information on the consent of a guardian) and is obliged to inform the Driving School without delay of any changes to the information. However, the guardian cannot withdraw their consent afterwards with binding effect on the Driving School. If the order is placed by the Student's guardian on behalf of the Student, the guardian is responsible for the accuracy of the information provided and, as stated above, is obliged to inform the Driving School without delay of any changes to the information.

The Student, or in the case of an underage Student, any other person designated as the payer of the training, must be the legal owner of the credit card used for the transaction (if a credit card is chosen as the payment method).

After placing an order, the Student will receive an order confirmation by email, indicating the products ordered and their prices. The order confirmation also contains login credentials for the e-learning environment and information on the progress of the Student's studies. These login credentials may only be provided later, after the 14-day statutory withdrawal period has expired, if the Student has not expressly requested that the service may be provided before the end of the withdrawal period, or if the Student has not agreed to waive their statutory right of withdrawal after the service has been delivered in full by the Driving School. If the Student is underage, the guardian designated in the order will also receive a corresponding order confirmation to the email



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address indicated when the order was placed. The payer designated in the order (if different from the guardian or the Student) will also receive a corresponding order confirmation to the email address indicated when the order was placed. The order is subject to an obligation to pay for the ordered product at the price indicated in the order.

The consent given by the guardian of an underage Student to an order placed by the Student also includes consent that the Student and the Driving School may agree on additional training and other additional services not included in the original order, for which the Driving School is entitled to charge the Student (or the person designated as the payer of the course) in accordance with the price list. The person designated as the payer of the course is also jointly and severally liable with the Student for any fees charged for the additional training.

### Other service-related measures required of the Student

The service provider of the e-learning environment is Datadrivers Oy, and the Driving School acts as a reseller for Datadrivers Oy. Access to the e-learning environment requires the Student to have accepted Datadrivers Oy's terms of use (<https://kuljettajaopetus.fi/cap-autokoulu&page=kayttoehdot&lang=en&toid=>) upon enrollment (when placing the order). The terms of use mentioned above form an integral part of these Terms.

For courses that make use of the e-learning environment (Webauto) or are conducted virtually, the Participant must have a relatively modern computer, smartphone or tablet, as well as a mobile device and the WhatsApp or Signal application for contacting the control room. WhatsApp and Signal are both free and easy to install on your smartphone. The participant is responsible for the purchase of the above-mentioned ICT equipment and for any related telecommunication costs and their functionality.

The Student must have a driving license permit before they can take the theory test. Driving license permit issues are handled by Traficom's service provider Ajovarma. For more information on the driving license permit, please visit <https://ajokortti-info.fi/en/getting-driving-licence/driving-licence-permit>.

### Prices and contents of the service and additional services

You can find the contents and prices of the service or service package you have ordered on the Driving School's website at <https://cap.fi/palvelupaketit>. Clicking on a service package displays the instructions for that service package, as well as some conditions and steps to complete it. This information will also be provided to the Student when the order is confirmed. If there are differences in the prices between the Driving School's various offices, the price of the office where the Student is taking the course will apply in all cases.

The prices mentioned above do not include fees to be paid to Ajovarma, track fees and other fees for the driving practice track, fees for additional driving lessons and other separate services, fees for using the Driving School's vehicle when retaking the driving test and any damage fees. The fees for additional driving lessons and other separate services, as well as the fees for using the Driving School's vehicle when retaking the driving test, are charged according to the Driving School's current price list. The Driving School's price list can be found at <https://cap.fi/hinnasto>.

The Driving School does not have the right to change the price of the ordered service package with binding effect on the Student after the order has been placed. However, the Driving School reserves the right to add to the prices the effect of any changes in taxes and other similar public fees (for example, the effect of any increase in the VAT rate) immediately after these changes come into force. The Driving School also has the right to change its price list at any time, in which case the price of an additional product (e.g. additional training) not included in the ordered service package will be determined according to the price list in force at the time of ordering the additional service (e.g. additional training), unless otherwise agreed. It is the Student's responsibility to check the current price of any additional services when ordering them.

After the minimum amount of lessons included in the selected package have been completed, the Student and the Driving School will agree on any additional training if the Student does not meet the level of proficiency required by the syllabus set by Traficom. For additional training and other services not included in the package ordered, the Driving School will charge fees according to its current price list. The Student can also use

the Webauto service to independently order additional services provided by the Driving School. These Terms apply to the additional services where appropriate.

If the Student is under 18 years of age, they must obtain the consent of their guardian before ordering any additional training/services. When ordering additional services, the Student confirms that they have obtained the consent of their guardian to agree to and pay for the additional training/service. If the Student is under 18 years of age and a person other than the Student is designated as the payer of the order, the person designated as the payer and the Student's guardian are jointly and severally liable with the Student for the payment of any additional services ordered by the Student from the Driving School.

The Driving School is not responsible for any increases in the fees charged by the authorities and other fees not included in the instruction fees.

The Student and the person designated as the payer of the order are jointly and severally liable for all contractual payment obligations to the Driving School. If the Student is underage, the guardian designated in the order is jointly and severally liable with the Student for all contractual payment obligations to the Driving School.

For example, the Webauto service may offer the Student the opportunity to purchase electronic learning materials for an additional fee. The Driving School is not a seller of these products and is not responsible for the content of these products. However, the Student is obliged to pay for such orders the price indicated for the product in question at the time of the order.

### Obligation to pay for the order and penalties for late payment

Placing an order in the Driving School's online store involves a payment obligation. The Student, and/or in the case of an underage Student, the guardian or any other person designated as the payer, undertakes to pay the price indicated for the product to the Driving School or to any other party that the Driving School has transferred its rights to the receivables to. What has been said above about joint and several liability also applies to such payment obligations.

If the Student or other designated payer fails to pay the Driving School despite their payment obligation, the Driving School has the right to stop providing services to the Student until all outstanding fees have been paid. The Driving School also has the right to unilaterally suspend the course for the Student as set out in the section of these Terms entitled **The Driving School's right to suspend the course due to inactivity or late payment by the Student**. In addition, all outstanding fees to the Driving School must be paid in full for the Student to be eligible for the driving test. The Driving School is entitled to charge a reminder fee for late payments in accordance with the price list and the Debt Collection Act (currently €5.00 per written or electronic reminder), as well as interest for late payment in accordance with the Interest Act. In addition, if the Driving School is required to collect its debts, the Student (or other designated payer) is liable to reimburse the Driving School for any collection costs incurred. Third-party payment services have their own terms related to late payments and debt collection, which apply if the third-party payment service is selected as the payment method.

The Student and any other designated payer acknowledge that the Driving School may check the credit information of the Student or any other designated payer when placing an order or an additional order and in the event of a change in the payment method. In addition, for certain payment methods, the payer must identify themselves using strong identification when selecting the payment method in order for the payment method to be possible. If a payment default entry comes to light after the conclusion of the agreement, the Driving School may cancel the agreement by notifying the Student. The Driving School must notify the Student of the cancellation of the agreement on the basis of a payment default entry within 14 days of the conclusion of the agreement (order confirmation). The cancellation applies to the service for which the payment default entry was discovered upon the purchase of the service. The above also applies in the event of a change in the payment method. The Student can avoid the cancellation of the agreement by paying the Driving School in cash, or by any other immediate payment method approved by the Driving School, provided that cash payment is not possible at the Driving School in question. If the Driving School cancels the agreement, the Student or any other designated payer must still pay the Driving School for the lessons already provided in accordance with the price list.



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### Statutory right of withdrawal and its limitations

Subject to the restrictions set out below, the Student has the right under the Consumer Protection Act to withdraw the agreement and the order without giving any reason and free of charge within 14 days of the conclusion of the agreement, as described in more detail in the **Annex to the Terms and Conditions – Withdrawal Instructions and Withdrawal Form**. The conclusion of the agreement means the moment when the Driving School has delivered the order confirmation to the Student.

There is no right of withdrawal without costs if the agreement has not been concluded by distance selling within the meaning of the Consumer Protection Act. There is also no right of withdrawal if the entire service is delivered digitally, as explained below.

The right of withdrawal and its limitations differ depending on whether the ordered service also includes digitally delivered content (such as driving lessons) or whether the entire service is delivered digitally (such as an EAS course where the theory lessons are completed online).

The main purpose of the service is other than a digitally delivered service (e.g. a passenger car course)

If the order is for a service package that includes both digitally delivered service content (e.g. online theory lessons or an electronic textbook) and essential non-digitally delivered service content (e.g. driving lessons with a car or a simulator), the Student's right of withdrawal for the entire order is determined according to these provisions for a service other than a digitally delivered service. This is because a non-digitally delivered service, such as driving lessons, must be considered the main purpose of the agreement. Examples of such service packages, delivered both digitally and non-digitally, include passenger car courses. The Student's right of withdrawal is determined accordingly if the service consists entirely of a non-digitally delivered service.

The Driving School will only start providing such a service before the end of the withdrawal period if the Student has made an express request to this effect and has given their consent that they have no further right of withdrawal after the Driving School has fulfilled the agreement in full. Without the request and consent mentioned above, e.g. driving lessons with a passenger car or simulator or other non-digitally delivered services will not be available during the withdrawal period, and the Driving School is under no obligation to provide services to the Student during the withdrawal period. If the Student has made such an express request, they have no further right of withdrawal after the Driving School has fulfilled the agreement in full. If, in such a situation, the Driving School has partially fulfilled the agreement, the Student (and/or other designated payer) is obliged to pay the Driving School reasonable compensation for the costs incurred in providing the service up to the date of the notice of withdrawal. This compensation consists of a cancellation fee of €99, plus a fee for the lessons already provided in accordance with the Driving School's price list, up to a maximum of the total price of the course in question.

Deviating from the above, the Driving School may, at its discretion, commence the delivery of digitally delivered content (e.g. login credentials for the WebAuto service) related to a course package that includes driving lessons or other essential non-digitally delivered content during the withdrawal period, even without the above-mentioned express request and/or consent of the Student. If the Driving School does so, the Student retains the right to withdraw the agreement and the order in its entirety within the 14-day withdrawal period, free of charge, even if the delivery of the mentioned content has started, provided that the Student has not received the booked driving lessons with a passenger car or simulator or has not otherwise, based on their own choice, made use of a non-digitally delivered service within the withdrawal period.

The cancellation will always apply to the entire order, covering both digital service content and driving lessons. If the Student has more than one course in progress at the same time at the Driving School, these courses are considered to be separate orders, and they must all be withdrawn separately.

The statutory right of withdrawal expires 14 days after the conclusion of the agreement. The Student's right to discontinue the course at a later date is explained in more detail in the section of these Terms and Conditions entitled **Duration of the agreement; discontinuing the course**

### Content delivered only digitally (no right of withdrawal)

In the case of content delivered solely in digital form, such as the Webauto learning environment, where the Student can take online theory lessons, placement tests and do other course-related activities, or an EAS course or an electronic textbook, the paid parts are goods within the meaning of Chapter 6, Section 16(1) of the Consumer Protection Act (20 January 1978/36, as amended), and they are not subject to the provisions of Chapter 6, Section 14 of the Consumer Protection Act on the right of withdrawal in distance selling. There is no right of withdrawal if the electronic production of the digital content is initiated or the service is completed in its entirety before the expiry of the withdrawal period and if the Student has given their express prior consent that the performance of the agreement may be initiated before the expiry of the withdrawal period and has agreed that their right of withdrawal will be lost. Content delivered only digitally cannot be purchased without such prior consent and approval, which means that there is no right of withdrawal. This is because the login credentials are activated and thus the delivery of the service starts after the enrollment.

### Main contractual obligations of the parties and the Student's liability for damage caused by the Student

The Driving School is obliged to provide the services ordered by the Student in a professional and careful manner while taking into account the provisions of these Conditions. The Driving School is responsible for ensuring that the content of the ordered course is as stated and that it meets the minimum requirements as defined in the applicable regulations for the course at the time of the order.

Lessons provided in accordance with the curriculum are verified electronically after each lesson. The Driving School is obliged to issue a certificate for the course when the Student has paid the full course fee and completed the course.

The Student must carefully follow the instructions given by the Driving School and its staff, including instructions relating to simulator driving. The Student must act carefully in all other regards as well. If the Student fails to comply with the instructions or otherwise negligently or carelessly causes damage to the Driving School or its property, the Student is liable to pay compensation for the damage caused. The Student's duty of care is emphasized in driving situations where the teacher is not in the same vehicle with the Student, such as when riding a moped or motorcycle, in which case the Student is the responsible driver. The Student may not participate in the teaching while under the influence of any kind of intoxicants, including medicine that can reduce one's ability to drive (medicine with a red warning triangle). If the Student is tired, unwell or otherwise feels that there is any other similar circumstance that may have a negative impact on their driving performance, the Student should inform the teacher of this immediately. The Driving School has the right to suspend the driving lesson in question if the instructor considers that the Student is not fit to drive due to the circumstances mentioned above. The Driving School has the right to charge the full amount for such suspended driving lessons. In such a situation, the suspended lesson will not be refunded to the Student, and this may in practice lead to the Student having to purchase additional lessons at a different time in order to meet the compulsory requirements for the amount of lessons. See also the section entitled **Cancellation of driving lessons**.

The Student acknowledges that in the event of damage to the vehicle used for instruction caused by the negligence or carelessness of the Student (e.g. negligent or careless driving or failure to follow instructions), the Driving School is liable to pay at least the amount of the insurance deductible, but that the Driving School's liability is not limited to this deductible. This is the case, for example, if the damage is caused by circumstances or conduct that are not covered by insurance. In addition, the Driving School may incur insurance bonus losses, as well as damages for e.g. downtime, extra work, cancelled driving lessons and the rental of a replacement vehicle. The Student is therefore liable for any damage caused by their negligence or carelessness to the Driving School. The amounts of the deductibles (which do not limit the Student's liability) at the time of placing the order are presented in the Driving School's price list. The Driving School will make reasonable efforts to limit the damage caused to it in these situations.

### Cancellation of driving lessons

The Student has the right to cancel the agreed driving lessons on the working day before the lesson in question by 12.00 noon without giving any reason. Here, "working day" refers to the days of the week from



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Monday to Friday, excluding bank holidays. If the cancellation is made later or if the Student otherwise does not make use of the agreed driving lesson, the Driving School has the right to charge the normal fee for the unused driving lesson in accordance with the price list. However, if the Student presents a doctor's or nurse's certificate proving that the Student was unable to participate in the training, or a sickness absence certificate for the time of the driving lesson in question, the Driving School will not charge the Student for the driving lesson. The Driving School may, at its discretion and on a case-by-case basis, also accept other explanations for the Student's inability to participate in the teaching. Cancellations must be notified to the CAP Driving School where the course is being taken or to the Student's responsible teacher by verifiable means (preferably by secure mail, alternatively by email, text message or telephone) as soon as reasonably possible in advance. The Student should not attend driving lessons if they are ill.

The Driving School has the right to change the instructor assigned to the driving lesson/teaching event in question. The Driving School also has the right to cancel the agreed driving lessons and other teaching events e.g. due to illness or other similar reasons, such as changes in the Driving School's personnel resources or if the personnel resources prove to be temporarily insufficient, by informing the Student of the cancellation. Every effort will be made to inform the Student of any cancellation as soon as is reasonably possible. The Student will be offered a corresponding driving lesson/teaching event to replace the cancelled driving lesson/teaching event, but the Student is not entitled to any other compensation or reimbursement. In the event of cancellation of lessons, the Driving School is not obliged to otherwise waive any fees or refund any fees already paid by the Student. In the case of illness of the instructor, instead of cancelling the lesson, the Driving School will, if reasonably possible, try to replace the instructor booked for the driving lesson/teaching event in question. The Driving School will inform the Student of cancellations by email, text message, telephone or other clear means. To clarify the above, if the Student's driving lessons are canceled for reasons attributable to the Driving School, the Driving School will strive to arrange a replacement driving lesson within a reasonable timeframe while taking into account, where possible, the Student's other booked driving lessons and the Student's curriculum. The Driving School is not responsible for any cancellations made by third parties (such as the examiner) or for the possible extension of the course caused by such cancellations. However, also in these situations, the Driving School will strive to arrange a substitute service (e.g. a driving test) together with the third party without undue delay, but in such a way that other customers of the Driving School are not unduly delayed in their studies as a result.

### Duration of the agreement; discontinuing the course

The contractual relationship between the Driving School and the Student, which starts after the Driving School has sent the Student the order confirmation, is valid for 12 months from the date of issue of the order confirmation, or when the Student has completed the ordered course at the Driving School, whichever is earlier. The expiry of the agreement does not relieve the Student of any payment obligations that have arisen before the expiry of the agreement. The provision of digital service content to the Student ends at the same time as the course, but no later than 12 months after the order confirmation sent by the Driving School.

If the Student's course at the Driving School is still in progress at the end of the 12-month period referred to above and the Student does not, within a reasonable period of time, respond to the Driving School's communications or agree with the Driving School about continuing the course, the Driving School's obligation to refund any fees already paid to the Driving School under the contractual relationship shall cease when 6 months have elapsed since the end of the contractual relationship. The cancellation fee agreed below shall not apply if the contractual relationship ends after the expiry of the 12-month period and the Student has paid more than the amount of the cancellation fee for the course to the Driving School.

If the course taken by the Student at the Driving School is still in progress at the end of the 12-month period, the Student and the Driving School may agree to continue the course. In this case, the agreement shall be deemed to have continued uninterrupted for a new agreement period not exceeding 12 months, or for a shorter period agreed upon by the Student and the Driving School.

In addition to the statutory right of withdrawal, the Student may at any time during the contractual relationship discontinue the course (even after the statutory withdrawal period), but in the event of discontinuation, the Driving School has the right to charge the Student and the Student (or any other designated payer) has the obligation to pay a cancellation

fee of €99 as defined in the agreement, plus a fee for the lessons already provided in accordance with the Driving School's price list, up to a maximum of the total price of the course in question. The Student must explicitly inform the Driving School if they intend to discontinue the course. If the course is discontinued, the Student's right to use the digital service content also ends. However, in situations mentioned above, and if the order was placed for content delivered only in digital form, the Student must pay the full contracting price if the delivery of the digital content has already started before the discontinuation.

If, in the event of discontinuing a course or at the end of the agreement, the Student has paid more to the Driving School than is due under the above provisions, the Driving School will refund the difference to the Student without undue delay after the Driving School has received the necessary information from the Student for the refund. No interest is paid on the funds returned. If the Student cannot be reached for a refund within 6 months from the date on which the course is deemed to have been discontinued or the agreement is deemed to have been terminated, the obligation of the Driving School to refund the funds will automatically cease with immediate effect. The participant is therefore advised to actively contact the Driving School in case of discontinuing a course, so that refunds and other possible practical issues can be agreed upon.

If a course is discontinued or the agreement is terminated, the Driving School's obligations towards the Student in relation to the course in question will end.

### Transfer to another CAP Driving School

Upon enrollment (when placing the order), the Student has chosen the CAP Driving School where they will take the course. Transferring to another CAP Driving School is possible. The related practical measures and timetables will be agreed on a case-by-case basis. The Driving School has the right to charge a reasonable additional service fee for the transfer of the Student to another CAP Driving School in accordance with its price list in force at the time when the transfer is agreed upon.

The Driving School may also, with the Student's consent, transfer the Student to complete the course at another CAP Driving School.

### The Driving School's right to suspend the course due to inactivity or late payment by the Student

In situations where the agreement/order between the Student and the Driving School is still valid according to the terms of the agreement, but the Driving School, despite its efforts, cannot reach the Student within a reasonable time to agree on the progress of the course, or if the Driving School has assigned the invoices addressed to the Student or any other payer for collection, or if the Student or any other person designated as the payer has outstanding payments that prevent the Student from progressing in the course, the Driving School has the right to unilaterally suspend the course for which the order was placed. In these cases, the suspension of the course is subject to the provisions stated in these Terms. The Driving School will reopen the course if any outstanding fees are paid and the Student has been reached to agree on the progress of the course, provided that the fees are paid and the course can be completed while the agreement is in force, unless otherwise agreed. If the course is reopened, the suspension is cancelled. The Driving School has the right to charge the Student an additional service fee for reopening the course in accordance with the price list in force at the time.

### The Driving School's limitation of liability

A statutory liability for defects applies to the ordered goods, services and digital service content. Nothing mentioned in this section or in these Terms shall apply to a Student who is considered a consumer if this would restrict the Student's statutory rights or the Driving School's statutory obligations.

The Driving School does not guarantee or assume any liability that the Student will pass the theory or driving tests or other examinations or tests after taking the course or that the Student will be able to complete them within a certain period of time.

The Webauto service is provided by Datadrivers Oy, and the Driving School acts a reseller for Datadrivers Oy. This service and other services and content provided over the internet are provided to the Student "as is" and "as available". Neither Datadrivers Oy nor the Driving School



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guarantee that the said services will be functional or available without interruption or error, or that the said services can be used for a particular purpose. The Student uses the said services at their own risk, and neither Datadrivers Oy nor the Driving School shall be liable for the accuracy, reliability, errors, omissions, inaccuracies or other defects in the said services or the information contained therein, or for any costs, damages or losses that the Student may incur as a result of using said services or the information contained therein. Neither Datadrivers Oy nor the Driving School shall be liable for any inability to use the said services due to compatibility problems. Webauto's services may contain links to other service providers' websites or other services. Neither Datadrivers Oy nor the Driving School shall be liable for the content of such third party websites or services, the services they contain or the marketing or other material contained therein. If the Driving School is the contractual partner of the Student, the Student has no right to make claims directly against Datadrivers Oy regarding possible errors in the e-learning environment or in its service content. The above also applies to simulators and other online services and service environments (e.g. Zoom and WhatsApp, electronic textbooks). The Driving School is therefore not responsible for the functionality, suitability or availability of such services. However, if the simulator is not available at the time allocated to the Student, the Student will be allocated another simulator session free of charge, and the Driving School's liability is limited to the replacement session mentioned above.

If the Student believes that the Driving School has breached its obligations under this agreement, the Student must file a complaint with the Driving School immediately upon discovering the breach and give the Driving School the opportunity to correct the error in any way it deems appropriate. The Student loses the right to invoke a breach of agreement if it has not been invoked within a reasonable time, and in any case no later than 14 days after the breach was discovered or should have been discovered by the Student.

The liability of the Driving School towards the Student is limited to the price of the order on which the Driving School's liability is based. The above-mentioned limitation of liability does not limit the liability of the Driving School for personal injury for which the Driving School would be liable to the Student under applicable law. However, the liability of the Driving School for such personal injuries is limited to a maximum of €500,000.

The Driving School is not liable to the Student for any indirect or consequential loss or damage caused by an error or delay, such as loss of profit or savings, loss or destruction of files or data, or the cost of recreating files or data.

The Student agrees that no director, board member or employee of the Driving School is personally liable for the performance of contractual obligations. The Student agrees that they will not take legal action against any individual director, board member or employee of the Driving School, except in circumstances where mandatory legislation so permits. This does not prevent the Student from taking legal action against the Driving School.

### Invoking rights

If the Driving School does not exercise any of its rights under this agreement or these Terms, or in any event waives its rights under this agreement or these Terms, this shall not limit the Driving School's right to invoke the terms of this agreement in similar cases in the future.

### Rights to the material

All digital and electronic material related to the course and the order is protected under copyright law. All ownership, copyrights and other intellectual property rights to such material belong to CAP-Group Oy, Datadrivers Oy or their partners. The Student is entitled to use such material only to the extent necessary to complete the course, and no other rights to such material are granted to the Student. The Student therefore has no right, for example, to distribute, disseminate, disclose or modify such material or parts of it.

### Subcontractors

The Driving School has the right to use subcontractors to fulfill its contractual obligations.

### Notices

The Driving School may deliver contractual notices to the address provided by the Student upon enrollment or to any other address provided to the Driving School by the Participant in writing or electronically by post, email, telephone, text message, the Driving School's mobile app, WhatsApp or any other similar method. The Student is obliged to inform the Driving School without delay of any changes to the Student's contact details.

### Links to external sites and services

The Driving School's online store may contain links to third party websites or services. Even if a third party is affiliated with the Driving School, the Driving School has no control over these linked sites or services, each of which has its own separate terms of use and/or privacy and data collection policies that are independent of the Driving School. These linked websites and services are provided only for the Student's convenience, and the Student uses them at their own risk.

### Invalid terms and conditions

If any provision of these Terms is found to be invalid, illegal or unenforceable, that provision will be enforced to the maximum extent permitted by applicable law. This in no way affects the validity, legality or enforceability of the other terms.

### Force majeure

Unless otherwise determined by applicable mandatory legislation, the Driving School shall not be liable for any delay, omission or damage caused by circumstances beyond the Driving School's reasonable control. These include, for example, industrial action, acts of war, epidemics, fires, lightning, terrorist attacks, floods, regulatory changes, movement restrictions, traffic disruptions, payment traffic disruptions, measures preventing the performance of the state or other public authorities, technical problems, faults in power/telecommunications/internet/computer connections or in other communications, and faults and delays in services provided by subcontractors caused by circumstances mentioned above. If such circumstances arise, the Driving School will inform the Student about them. If the circumstances have lasted for more than 2 months, both the Student and the Driving School have the right to terminate the agreement between the parties with immediate effect. In such a situation, the Student (or the designated payer) must pay a fee to the Driving School. The exact amount of the fee is determined according to the percentage of the course that the Student has completed.

### Transfer of the agreement

The Driving School has the right to transfer its contractual claims to a third party. The Driving School also has the right to transfer the agreement and its rights and obligations under the agreement to a third party in the event of a business transfer, asset deal, transfer of assets or any other corporate transaction. The Student is not entitled to transfer the agreement or their rights or obligations under the agreement to a third party without the express consent of the Driving School.

### Processing of personal data

The Driving School processes the Student's personal data and uses cookies in accordance with CAP-Group Oy's Privacy and Cookie Policy (<https://cap.fi/en/privacy-policy/>). If information concerning the Student's guardian or any other payer is provided upon enrollment or when placing the order, CAP-Group Oy will process the personal data of the said guardian or other payer and any possible cookies also in accordance with the Privacy and Cookie Policy mentioned above.

The personal data of a Student who is at least 18 years of age will not be disclosed to their guardian or to the payer of the training without the consent of the Student.

### Applicable law and disputes

These Terms and the contractual relationship are governed by Finnish law.

We hope that our services meet the Student's expectations. However, if for any reason the Student is dissatisfied with the Driving School's



## TERMS AND CONDITIONS

services and wishes to make a complaint about the services, we ask the Student to notify the Driving School of this directly as soon as the Student becomes aware of the facts on which the complaint or claim is based. The Student has the right to submit any disputes arising from this agreement to the Consumer Disputes Board ([www.kuluttajariita.fi](http://www.kuluttajariita.fi)). The decisions of the Consumer Disputes Board are recommendations. Before taking the matter to the Consumer Disputes Board, the Student should contact the Consumer Advisory Services ([www.kuluttajaneuvonta.fi](http://www.kuluttajaneuvonta.fi)). The Student may bring an action against the Driving School for disputes arising from the agreement either in the district court of the Driving School's domicile (Vantaa District Court) or in the district court of the region in Finland whose jurisdiction the Student's place of residence falls under.

### The Driving School's supervisory authority and liability insurance

The Driving School has a driving school permit within the meaning of the Act on Driving Licences (*Ajokorttilaki*, no official English translation available) for groups 1 and 2. The Driving School's supervisory authority is the Finnish Transport and Communications Agency (Traficom), postal address PL 00059 TRAFICOM, street address Kumpulantie 9, 00520 Helsinki, [www.traficom.fi](http://www.traficom.fi), telephone number 029 534 5000.

The Driving School has an operational liability insurance for personal and property damage up to €1,000,000. The issuer of the liability insurance is Pohjola Vakuutus Oy, business ID 1458359-3, address Gebhardinaukio 1, 00013 OP. However, the liability insurance does not cover damage caused by the use of a motor vehicle in traffic in accordance with the Motor Liability Insurance Act (*Liikennevakuutuslaki*, no official English translation available) or a corresponding foreign law in force at the time. However, the Driving School's vehicles used for teaching have a motor insurance in accordance with the Motor Liability Insurance Act from Pohjola Vakuutus Oy. The Student's right to compensation for any personal injury caused to them in a teaching situation caused by the use of a motor vehicle in traffic in accordance with the Motor Liability Insurance Act is determined according to the principles of the Motor Liability Insurance Act, i.e. possible compensation can be applied for, depending on the case, from the Driving School's or the other party's insurance company or, in certain situations, from the Finnish Motor Insurers' Centre (<https://www.lvk.fi>). In accordance with the principles of the Motor Liability Insurance Act, the Student's own contribution to the personal injury may limit the Student's rights to compensation. If the Student has caused a traffic accident or other damage that is covered by the Driving School's or the other party's insurance company or by the Finnish Motor Insurers' Centre, the insurance company and/or the Finnish Motor Insurers' Centre shall have a right of recourse against the Student in accordance with legislation in force at the time.

The Driving School does not insure the Students in any other way.

### Payment methods and payment terms

If the conditions are met, the purchase can be paid using one of the following payment methods:

#### Cash

If the Student chooses to pay in cash, the pace at which the Student completes the course is determined by the payment schedule. All fees must be paid for the Student to be eligible for the driving test.

Cash payment is not possible in all CAP Driving Schools. Cash payment must be agreed with the Driving School before placing the order.

If cash payment is possible and selected as the payment method, the Student can pay the course fee in cash at the CAP Driving School office where they are taking the course. The Student should be prepared to have the exact sum in cash with them. In the case of an underage Student, cash payment made by the Student's guardian is considered to have been made on behalf of the Student.

#### Online payment (in the Student's e-learning environment)

The payment gateway for online payment is provided by Svea Payments Oy (business ID: 2121703-0, address: Mechelininkatu 1 A, 00180 Helsinki, [www.sveapayments.fi](http://www.sveapayments.fi)), a payment institution and payment service provider supervised by the Finnish Financial Supervisory

Authority. Svea Payments Oy shall appear as the recipient of online payments on the account statement or credit card invoice, and Svea Payments Oy shall forward the payment to the merchant.

If the Student chooses to pay online, the Student can complete the course quickly, provided that the fees are paid in accordance with the Student's teaching schedule. The Driving School is under no obligation to provide teaching if the corresponding fee has not been paid in advance or if the payment obligations relating to the order have not been duly paid to the Driving School. All outstanding fees to the Driving School must be paid for the Student to be eligible for the driving test.

The Student can pay the course fee using an online bank, card payment, Pivo or MobilePay in the Student's learning environment. If the terms and conditions of the payment method are met, the Student's invoice can also be converted into SVEA installments in the Student's learning environment.

#### Invoice

If the Student chooses to pay by invoice, the pace at which the Student completes the course is determined by the payment schedule. All outstanding fees to the Driving School must be paid for the Student to be eligible for the driving test. In addition, the Driving School is under no obligation to provide teaching if the corresponding fee has not been paid in advance or if the payment obligations relating to the order have not been duly paid to the Driving School.

The invoice is automatically divided into installments, the number of which depends on the amount of the order as follows:

- 1 installment for course fees less than €325
- 2 installments for course fees of €326–700
- 4 installments for course fees more than €701

However, short-term training (such as risk identification training, safety training, teaching licensing services, etc.) is always invoiced in one installment.

For product packages (including risk identification and safety training), the invoice is generated when the Student starts using the e-learning environment e.g. by taking placement tests, online theory lessons or filling in an evaluation form.

In the case of training leading to a degree, all installments must be paid before the degree can be awarded. In other cases, the installments must be paid before the first lesson.

Invoices for underage Students will always be sent to the email address of the designated guardian or other payer. The invoice, once paid, is deemed to have been paid by the guardian or other payer on behalf of the Student.

#### SVEA installments

Creditor information:

Svea Bank (publ), Filial i Finland (business ID: 1774535-9)  
Address: Mechelininkatu 1 A, 00180 Helsinki  
Telephone number: 09 4242 300

The Driving School offers the financing service in partnership with Svea Bank. If the Student chooses to pay in installments, the payment schedule does not affect the pace at which the Student completes the course. The Student can take the driving test according to their own schedule. Paying in installments requires a valid credit rating. When applying for an installment payment, a credit decision is made. In connection with the credit decision, the address and credit information of the Student (or the Student's guardian or other payer if the Student is under 24 years of age) is checked. The installment payment is granted by Svea Bank, which is responsible for the creditor's obligations and has the creditor's rights in the relevant credit agreement relationship. If the application is not accepted, the Student can change their payment method.



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SVEA installment payment summary:

- Term of payment: 3–36 months.
- A person at least 24 years of age may apply for credit from €50 to €2,200.
- Possibility to pay faster than the original plan or to pay off the entire credit at once without additional costs.
- Monthly billing in equal installments.
- No collateral, no guarantors.
- Information on interest and other charges applicable to the payment method can be found at <https://cap.fi/en/faq/paymentmethods/>.

When paying in installments, the Student, or the guardian or other payer of a Student under the age of 24, agrees and confirms that they have read Svea Bank's [General Terms and Conditions for Installment and Storepay Credit](#), [General Terms and Conditions for Purchase Credit](#) and [Standard European Consumer Credit Information](#).

For more information about SVEA Bank and its financing solutions for online purchases, as well as the terms and conditions of the agreement, please visit <https://www.svea.com/fi/fi/tietoa-meista/sopimusehdot/>.

More information on all these payment methods can be found at <https://cap.fi/en/faq/paymentmethods/>.

### Special conditions for telephone sales

If the Driving School offers the Student a consumer good over the phone and the Student then expresses their wish to conclude an agreement with the Driving School, the Driving School shall, after the telephone conversation, forward its offer to the Student in writing or by other permanent means. The offer is valid for 14 days from the date of delivery or for any other period specified by the Driving School in the offer. Notwithstanding what is agreed elsewhere in these Terms, if the Student does not accept the offer made to the Student after the telephone conversation in a permanent manner, the Student will not be bound by the agreement and will not be obliged to pay for, return or retain the goods. Such an agreement based on a telephone conversation will take effect and the statutory 14-day cancellation period will start only once the Student has agreed to the offer in the manner referred to above.

The special conditions for telephone sales shall not apply if the Student has contacted the Driving School on their own initiative or if the Driving School has contacted the Student at the Student's express request.



## TERMS AND CONDITIONS

### CAP-Group Oy

#### Annex to the Terms and Conditions – Withdrawal Instructions and Withdrawal Form for Consumer-Customers in Distance Selling

##### *Information on invoking the right of withdrawal*

If the agreement or order for the sale and purchase of driving instruction services and related services (hereinafter referred to as "agreement") has been concluded by distance selling within the meaning of the Consumer Protection Act, the consumer-customer has the right of withdrawal under the Consumer Protection Act. There is no right of withdrawal if the agreement has not been concluded by distance selling within the meaning of the Consumer Protection Act. Purchases made by consumer-customers in CAP-Group Oy's online store are distance agreements, in which case the right of withdrawal applies. The right of withdrawal does not apply if the customer is not a consumer.

##### **Withdrawal Instructions**

###### **Right of withdrawal**

You have the right to withdraw the agreement within 14 days without giving any reason. The right of withdrawal expires 14 days after the conclusion of the agreement. The conclusion of the agreement here means the moment when you have received confirmation of the order you have placed. To exercise your right of withdrawal, you must notify us at:

CAP-Group Oy  
Address: Isokatu 11 c 14 , 90100 Oulu  
Telephone number: 050-9130300  
Email: [asiakaspalvelu@cap.fi](mailto:asiakaspalvelu@cap.fi)

of your decision to withdraw the agreement in an unequivocal manner (e.g. by letter or email). You can use the attached withdrawal form, but its use is not compulsory. In order to meet the withdrawal period deadline, sending the notice of invoking your right of withdrawal before the withdrawal period expires is sufficient.

###### **Effects of withdrawal**

If you withdraw the agreement within the withdrawal period, we will refund all payments we have received from you without delay and in any event no later than 14 days after we have received your notice of withdrawal. We will make the refund using the payment method you have used in the original transaction, unless you have expressly agreed otherwise, and in any event at no cost to you.

If you have requested performance of the service before the end of the withdrawal period, you must pay us reasonable compensation for the costs incurred in providing the service to fulfill the agreement up to the date of the notice of withdrawal. The basis for the compensation is determined in accordance with the section entitled **Restrictions on the right of withdrawal**.

###### **Restrictions on the right of withdrawal**

The right of withdrawal and its limitations differ depending on whether the ordered service also includes digitally delivered content (such as driving lessons) or whether the entire service is delivered digitally (such as an EAS course where the theory lessons are completed online).

*The main purpose of the service is other than a digitally delivered service (e.g. a passenger car course)*

If the order is for a service package that includes both digitally delivered service content (e.g. online theory lessons or an electronic textbook) and essential non-digitally delivered service content (e.g. driving lessons with a car or a simulator), the Student's right of withdrawal for the entire order is determined according to these provisions for a non-digitally delivered

service. This is because a non-digitally delivered service, such as driving lessons, must be considered the main purpose of the agreement. Examples of such packages of services, delivered both digitally and non-digitally, include passenger car courses. The Student's rights of withdrawal are similarly determined if the service consists entirely of a non-digitally delivered service.

The Driving School will only start providing such a service before the end of the withdrawal period if the Student has made an express request to this effect and has given their consent that they have no further right of withdrawal after the Driving School has fulfilled the agreement in full. If the Student has made such an express request, they have no further right of withdrawal after the Driving School has fulfilled the agreement in full. If, in such a situation, the Driving School has partially fulfilled the agreement, the Student (and/or other designated payer) is obliged to pay the Driving School reasonable compensation for the costs incurred in providing the service up to the date of the notice of withdrawal. This compensation consists of a cancellation fee of €99, plus a fee for the lessons already provided in accordance with the Driving School's price list, up to a maximum of the total price of the course in question. The Driving School can use it to set off any debt owed to the Student against any receivables from the Student.

Deviating from the above, the Driving School may, at its discretion, commence the delivery of digitally delivered content (e.g. login credentials for the WebAuto service) related to a course package that includes driving lessons or other essential non-digitally delivered content during the withdrawal period, even without the above-mentioned express request and/or consent of the Student. If the Driving School does so, the Student retains the right to withdraw the agreement and the order in its entirety within the 14-day withdrawal period, free of charge, even if the delivery of the mentioned digitally delivered content has started, provided that the Student has not received the booked driving lessons with a passenger car or simulator or has not otherwise, based on their own choice, made use of a non-digitally delivered service within the withdrawal period.

The statutory right of withdrawal expires 14 days after the conclusion of the agreement.

##### *Content delivered only digitally (no right of withdrawal)*

In the case of content delivered solely in digital form, such as the Webauto learning environment, where the Student can take online theory lessons, placement tests and do other course-related activities, or an EAS course or an electronic textbook, the paid parts are goods within the meaning of Chapter 6, Section 16(1) of the Consumer Protection Act (20 January 1978/36, as amended), and they are not subject to the provisions of Chapter 6, Section 14 of the Consumer Protection Act on the right of withdrawal in distance selling. There is no right of withdrawal if the electronic production of the digital content is initiated or the service is completed in its entirety before the expiry of the withdrawal period and if the Student has given their express prior consent that the performance of the agreement may be initiated before the expiry of the withdrawal period and has agreed that their right of withdrawal will be lost.

Content delivered only digitally cannot be purchased without such prior consent and approval, which means that there is no right of withdrawal. This is because the login credentials are activated and thus the delivery of the service starts after the enrollment.





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**Withdrawal form template**

(please complete and return this form only if you wish to withdraw the agreement)

Recipient:

CAP-Group Oy  
Address: Isokatu 11 c 14 , 90100 Oulu  
Telephone number: 050-9130300  
Email: [asiakaspalvelu@cap.fi](mailto:asiakaspalvelu@cap.fi)

I/We (\*) declare that I/we (\*) wish to (\*) withdraw the agreement I/we (\*) have concluded for the supply of the following goods (\*) / for the provision of the following service (\*):

— Date of order (\*)/Date of receipt (\*)

— Consumer name (\*) / Consumer names (\*)

— Consumer address (\*) / Consumer addresses (\*)

— Consumer signature (\*) / Consumer signatures (\*) (only if the form is completed on paper)

— Date

(\*) Cross out as necessary.