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GENERAL TERMS OF SERVICE**1. GENERAL**

- 1.1 These General Terms of Service ("**General Terms of Service**") apply to the services and the content available through the services ("**Services**") provided by Vastuu Services Oy ("**Supplier**"), and to the use of the Services and their content. The customer entering into an agreement with the Supplier is hereinafter referred to as the "**Customer**". The Supplier and the Customer are hereinafter referred to individually as the "**Party**" and collectively as the "**Parties**".

2. AGREEMENT DOCUMENTS

- 2.1 The Customer orders the Service using the ordering methods offered by the Supplier from time to time, and an agreement concerning the Service is formed between the Customer and the Supplier ("**Agreement**"). The natural persons using the Service ("**User**") register as users of the Service on the Supplier's website www.vastuugroup.fi ("**Website**").
- 2.2 The Agreement consists of the following agreement documents, each of which is an essential and integral part of the Agreement:
- (a) Terms and Conditions for Processing of Personal Data;
 - (b) Special Terms and Conditions of the Ordered Service; and
 - (c) These General Terms of Service.
- 2.3 The agreement documents shall be applied in the order described above, such that in the event of a conflict, the document on a higher level in the list shall take precedence over the document on a lower level.
- 2.4 The Supplier may offer services produced by third parties to the Customer for separate purchase through the Supplier's Services. Such services may include, for example, training and credit information services provided by third parties. Any agreement concerning such separate third-party services shall be concluded directly between the Customer and the third party and shall be governed solely by the terms and conditions of the third party. The Supplier shall not be liable for such third-party services.

3. CONTENT OF THE SERVICES AND SERVICE LEVELS

- 3.1 Descriptions of the Services, including their functionalities and features, are available on the Website. The Supplier provides the Services in accordance with the Agreement and, in essence, as described on the Website.
- 3.2 The content of the Services subscribed by the Customer is determined by the Services and subscription types selected by the Customer among the options offered by the Supplier at each time. The Customer can manage their Service subscriptions, Users and Services in the customer portal provided by the Supplier.
- 3.3 The Services are primarily used via the Website or, if separately agreed, via the application programming interfaces ("**APIs**") offered by the Supplier. When using the API, the connection shall be established using the standard API provided by the Supplier. The Customer's or third party's system and its API shall meet the Supplier's current requirements for the use of the Supplier's API. The current requirements are available on the Supplier's Website.
- 3.4 The Supplier shall endeavour to keep the Services available 24/7 by commercially reasonable means, but does not guarantee the availability of the Services at any given moment. The Supplier has the right to suspend the provision of the Services for a reasonable period of time if this is necessary to carry out installation, modification or maintenance work required by the Service. The Supplier shall announce any significant planned interruptions to the Service on the Website. The Supplier shall also have the right to suspend the provision of the Service if the Service is subject to a security risk or if required by law or an official order binding on the Supplier.

4. RIGHT OF USE AND CUSTOMER DATA

- 4.1 The Customer shall have a limited, non-exclusive right to use the Service during the term of the Agreement for the purposes specified in the Agreement in the Customer's own business operations. If the right of use is linked to, for example, a certain number of usage events in the Agreement, the Customer's right of use is limited in accordance with such terms and conditions.
- 4.2 The Customer's right of use is organisation-specific and limited to the Customer's business ID. The Customer's right of use does not cover the Customer's group companies, unless otherwise agreed in the Agreement. The Customer does not have the right to transfer or grant the right of use of the Service to a third party. The Customer may not use the Service to provide or transfer its content or functionality to third parties or store or copy the content of the Service other than as specifically agreed in these General Terms of Service or the Special Terms and Conditions of Service.
- 4.3 The use of some Services requires the Customer to add information to the Service, such as information about the Customer's operations or employees. Customer's data is the data separately defined in the Special Terms and Conditions of each Service as Customer's data for that Service ("**Customer Data**"). All rights to Customer Data belong to the Customer. The Supplier has the right to use Customer Data to provide the Service to the Customer and as described in the Special Terms and Conditions of the Service. The Supplier may also process Customer Data to assist, advise and support the Customer in the use of the Services, to manage the customer relationship, and to recommend service levels, service features and additional services suitable for the Customer.
- 4.4 Notwithstanding the provisions of Section 4.3, the Supplier shall have the right to disclose Customer Data stored in the Services to authorities upon request based on mandatory legislation and to compile anonymized or aggregated Service usage data from Customer Data, which the Supplier has the right to use for the maintenance and development of the Services.

5. GENERAL OBLIGATIONS OF THE CUSTOMER

- 5.1 The Customer shall be responsible for ensuring that the Services are fit for the Customer's purposes.
- 5.2 The Customer shall ensure that the data in the Customer's account in the Service is accurate and up to date. The Customer shall correct or delete any incorrect, incomplete or outdated data without delay. If the Customer is unable to correct or delete the data directly in the Service, the Customer shall notify the Supplier so that the data can be corrected or deleted.
- 5.3 In some Services, the Customer may determine to whom it grants the right to access data in the Customer's account in the Services. The Customer shall be responsible for advising and instructing its Users on its internal regulations and guidelines relating to the sharing of and access to the data in the Services. The Customer shall also be responsible for ensuring that confidentiality obligations and usage restrictions do not restrict the sharing of the data with third parties in accordance with the functionalities of the Services.
- 5.4 The Customer and its authorised Users shall use the Services and the content provided through them in accordance with applicable legislation and the Agreement. The Customer shall be responsible for all use of the Services via the user IDs managed or authorised by the Customer. The Customer shall ensure that the Service is not used:
- (a) for any activity that is unlawful or contrary to good practice, or for supporting or inciting such activity;
 - (b) for activities that infringe the rights of the Supplier or third parties, including intellectual property rights;
 - (c) for the dissemination of false or misleading information (such as forged documents);
 - (d) using a false or forged identity or another's user ID, password or private key, or false or misleading information (such as forged documents);
 - (e) communication that is offensive, abusive, contrary to good practice, disruptive or misleading targeted at the Supplier, its staff or a third party;

- (f) the distribution of viruses or other materials that adversely affect information security, or the violation of the security or protection of communications or information systems;
- (g) in a manner that causes harm to others' use of the Services or causes harm to the equipment used to provide the Services;
- (h) in a manner that disables, impairs or bypasses the functionality of the Service; or
- (i) the creation, distribution or publication of, or enabling of, any mass email, promotion, advertising, spam or other communication sent without the recipient's request or consent.

5.5 The Customer shall be responsible for the equipment, information systems, applications, proprietary APIs and software required to use the Services, as well as for their information security. The Customer shall be responsible for its own costs arising from changes to the Services or their APIs.

6. FEES

- 6.1 The currently available subscription types, additional services and information on the service fees applicable to the Services are available on the Website and, for certain Services, from the Supplier upon request. All prices are quoted excluding value added tax. Value added tax will be added to the invoice in accordance with the legislation in force at the time.
- 6.2 If the service fees applicable to the Service are based on the number of usage events and the Customer exceeds the maximum number of usage events included in their price tier during the term of the Agreement, the Supplier shall have the right to automatically transfer the Customer to the next level during the term of the Agreement. In this case, the Customer shall pay the difference between the service fees for the previous level and the new level for the entire term of the Agreement. If the number of usage events falls below the number of usage events included in the Customer's price tier, the Supplier shall not be obliged to credit or refund the service fees.
- 6.3 The Supplier may offer alternative invoicing periods for the Services, from which the Customer may choose the suitable one. Unless otherwise stated in the Agreement or the Special Terms and Conditions of the Service, continuous service fees for the Services shall be invoiced annually in advance and other fees for the Services after the order. All payments are final and no refunds will be given.
- 6.4 The payment term for all invoices is fourteen (14) days from the invoice date.
- 6.5 Interest on late payments shall be calculated in accordance with the Interest Act (1982/633) in force. The Supplier may charge for payment reminders in accordance with its price list. The Supplier may also charge reasonable collection costs and transfer its receivables to a third party for collection.

7. CHANGES TO SERVICES AND PRICES

- 7.1 The Supplier shall have the right to change the service fees of the Services and to change or remove available Service subscription types and additional services by notifying the Customer of such changes at least thirty (30) days before the changes take effect. In connection with changes to the subscriptions types of the Services and additional services, the Supplier shall have the right to change the Customer's subscription to the type of subscription and/or additional services that best correspond to the Customer's previous subscription.
- 7.2 The Supplier shall have the right to make changes to the Services and their APIs. If a change made by the Supplier has a more than minor adverse effect on the agreed content or service levels of the Services, the Supplier shall notify the Customer of such change at least thirty (30) days before the change takes effect.
- 7.3 The Supplier shall have the right to amend these General Terms of Service, the Special Terms and Conditions of the Services and the Terms and Conditions for Processing of Personal Data. The Supplier shall notify the Customer of such changes at least thirty (30) days before the changes take effect.
- 7.4 In connection with the changes described in Sections 7.1-7.3, the Customer shall have the right to terminate the Agreement regarding the Services affected by the change, effective on the date the change takes effect, by notifying the Supplier in writing before the change takes effect. If the

Customer continues to use the Service after the effective date of the change, the Customer shall be deemed to have accepted the change.

- 7.5 The Supplier shall always have the right to make changes to the Services without prior notice if such changes are necessary due to information security risks, to correct an error in the functionality or content of the Service or are required by applicable legislation or official order.

8. PERSONAL DATA AND DATA PROTECTION

- 8.1 Depending on the Service and the type of personal data, the controller of the personal data processed in the Services may be the Supplier or the Customer. The personal data processed in the Services and the roles of the Parties as a controller and a processor are described in the Special Terms and Conditions of the Services.
- 8.2 When the Supplier acts as the controller, the Supplier's processing of personal data is described in the privacy notices available on the Supplier's Website. The Customer shall ensure that its Users have access to the Supplier's privacy notices.
- 8.3 When the Customer acts as the controller, the Supplier processes personal data when providing the Services on behalf of the Customer as described in the General Terms of Service, the Terms and Conditions for Processing of Personal Data and the Special Terms and Conditions of the Services.
- 8.4 The Parties shall comply with the applicable data protection legislation when processing personal data.

9. DATA SECURITY AND DATA STORAGE

- 9.1 The Supplier shall be responsible for ensuring that appropriate technical and organisational security measures are in place in the production of the Services to protect the data contained in the Services. The Supplier maintains an information security management and control system in accordance with the ISO 27001 standard, which is regularly audited by an independent third party. However, the Customer understands and accepts that no network environment or cloud service can provide completely absolute information security and protection against vulnerabilities.
- 9.2 The Supplier uses service centres located in the European Economic Area to store the data contained in the Services.
- 9.3 The Supplier shall back up the Service and the data it contains in accordance with its normal practices. The Customer is responsible for backing up their own data appropriately and for ensuring that the Supplier's practices provide an appropriate level of backup, taking into account the Customer's needs.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 All intellectual property rights and other rights to the Services, their modifications, content and information contained in the Services, excluding Customer Data, belong solely to the Supplier or third parties. Except for the right to use the Service expressly granted to the Customer in the Agreement, the Customer shall not be granted any rights to the Services or related intellectual property rights.
- 10.2 The Customer and its Users may provide feedback and development ideas to the Supplier. The Supplier shall have a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, transferable and sub-licensable right to use such feedback and development ideas for the further development of the Services.

11. LIABILITY FOR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

- 11.1 The Supplier undertakes to defend the Customer at its own expense against third party claims and demands when a third party alleges that the Service infringes the intellectual property rights of a third party valid in the European Economic Area, provided that the Customer:
- (a) notifies the Supplier of the matter immediately upon receiving such a claim;

- (b) provides the Supplier with all available information, necessary authorisations and assistance free of charge;
- (c) grants the Supplier the exclusive right to speak on the matter; and
- (d) does not accept any settlement or other measure in the matter before the final decision of the competent court or arbitration tribunal without the Supplier's express prior written consent.

- 11.2 If the Customer has acted in accordance with Section 11.1 (a)-(d), the Supplier shall pay the agreed compensation or the compensation finally determined by the competent court or arbitration tribunal to the third party that made the claim.
- 11.3 If the Supplier reasonably considers that the Service infringes or may infringe the rights of a third party, the Supplier shall be entitled, at its own expense and at its discretion, to (i) obtain for the Customer the right to continue using the Service, (ii) replace the Service with another, or (iii) modify the Service to the extent necessary to avoid the infringement, provided that the replaced or modified Service corresponds in all essential respects to that agreed in the Agreement.
- 11.4 If none of the options provided in Section 11.3 are available to the Supplier on commercially reasonable terms and/or without significant time expenditure, the Supplier shall have the right to terminate the Agreement in whole or in part after the expiry of the notice period specified by the Supplier. Upon expiry of the notice period, the Customer undertakes to discontinue use of the Service and the Supplier undertakes to refund to the Customer the service fees paid by the Customer for the Service, less an amount corresponding to the period during which the Service was available to the Customer.
- 11.5 However, the liability for intellectual property rights under this Section 11 shall not apply, and the Supplier shall not be liable for any claim that (i) is made by a group company of the Customer; (ii) results from a change made by the Customer or a third party to the Service or affecting the Service; (iii) results from compliance with an order, requirement or instruction of the Customer or a third party under the Customer's control; (iv) results from the use of the Service in conjunction with software, equipment or products not developed or supplied by the Supplier; or (v) could have been avoided by using the latest version of the Service made available to the Customer by the Supplier.
- 11.6 The Supplier's liability for infringement of intellectual property rights is limited to what is agreed in this Section 11.

12. CONFIDENTIALITY

- 12.1 Each Party undertakes to keep confidential any materials and information received from the other Party that are marked as confidential or that should be understood as confidential ("**Confidential Information**"), and not to use such Confidential Information for any purpose other than those specified in the Agreement.
- 12.2 However, this confidentiality obligation shall not apply to material and information (i) that is or later becomes generally available or otherwise public; (ii) which the receiving Party has obtained from a third party without any confidentiality obligation; (iii) which has been lawfully in the possession of the receiving Party without any confidentiality obligation prior to receiving the same information from the disclosing Party; (iv) has been independently developed by a Party without any use of Confidential Information received from the other Party; or (v) is required to be disclosed by a Party pursuant to mandatory legislation or an order of a court or competent authority.
- 12.3 Unless otherwise provided in the General Terms of Service or the Special Terms and Conditions of the Services, upon termination of the Agreement or when a Party no longer needs the Confidential Information to fulfil its obligations and rights under the Agreement, both Parties shall immediately cease using the Confidential Information received from the other Party and, unless the Parties agree otherwise on the destruction of the Confidential Information, return the Confidential Information (and any copies thereof) to the other Party. However, the Party shall have the right to retain copies required by legislation or official regulations.
- 12.4 The confidentiality obligations under this Section 12 shall not restrict the disclosure of Customer Data in the Services in accordance with the functionalities provided therein.

- 12.5 The rights and obligations relating to Confidential Information shall remain in force after the termination of the Agreement until three (3) years have elapsed from the termination of the Agreement for any reason.

13. MISUSE OF THE SERVICE AND RESTRICTION OF USE

- 13.1 Notwithstanding any other legal remedies available to the Supplier, the Supplier shall have the right to suspend the provision of the Services and prevent the Customer and its Users from accessing the Services in the following cases:
- (a) the Customer fails to pay outstanding receivables to the Supplier within fourteen (14) days of a written payment reminder;
 - (b) the Supplier becomes aware of or has reasonable grounds to suspect that the actions of the Customer or its Users violate the terms of the Agreement.
- 13.2 The Customer and its Users undertake to cooperate in an investigation of any possible misuse of the Service. The Supplier has the right to inspect the use of the Service by the Customer and Users authorised by the Customer. The Supplier may report suspected illegal activity to the competent authorities or other relevant third parties for investigation and disclose to such parties any information about the Customer that is necessary for the investigation of the suspected illegal activity. The Supplier may also authorise a third party to investigate misuse in accordance with this Section 13.2.

14. LIMITATIONS OF LIABILITY

- 14.1 The total liability of a Party to the other Party under the Agreement shall not exceed, during any calendar year, the amount corresponding to the payments made by the Customer to the Supplier under the Agreement during the six (6) months preceding the event that gave rise to the claim, excluding value added tax.
- 14.2 The Party shall not be liable for any loss of profit, turnover or business, damage resulting from a reduction in turnover or production, or loss, alteration or destruction of data, damage caused by the use of the content of the Service or decisions made based on the content, or any indirect damage.
- 14.3 All information contained in the Services is provided "as is". Such information may be provided or produced by third parties, and the Supplier is unable to verify or check the accuracy of such information separately. The Supplier or its licensors are not responsible for the accuracy, correctness, quality, completeness, timeliness or comprehensiveness of the information contained in or transmitted through the Services.
- 14.4 The limitations of the Supplier's liability apply to the Supplier's group companies, subcontractors and licensors.
- 14.5 Claims for damages shall be presented to the Supplier without undue delay, but no later than one (1) year after the event that gave rise to the damage.
- 14.6 The limitations of liability agreed in this Section 14 shall not apply to damage caused intentionally or by gross negligence, nor to liability based on Section 11 (Liability for infringement of intellectual property rights) or Section 12 (Confidentiality).

15. OTHER TERMS

- 15.1 All amendments to the Agreement shall be made in writing.
- 15.2 The Supplier shall be entitled to use subcontractors to perform its obligations under the Agreement. The Supplier shall be liable for the actions or omissions of its subcontractors as for its own.
- 15.3 The Supplier shall have the right to use information about the customer relationship with the Customer in its own sales and marketing activities subject to the Customer's separate permission.
- 15.4 Neither Party shall be liable for any delay or failure to perform its obligations or for any damage caused by a force majeure event beyond the reasonable control of the Party, which the Party could not reasonably have been expected to take into account at the time of entering into the Agreement

and the consequences of which the Party could not reasonably have avoided or overcome. For example, disruptions in public communications networks or electricity distribution, or obstacles to the fulfilment of the Agreement resulting from export or import restrictions or sanctions, shall be considered such force majeure. Restrictions on assembly or movement imposed by a public authority, strike, lockouts and other industrial actions shall also be considered force majeure even if the Party is itself the target of or involved in such action. A force majeure event affecting a subcontractor shall also be considered a force majeure event affecting a Party if the work being subcontracted cannot be obtained from another source without unreasonable costs or significant delay. The Party shall immediately notify the other Party in writing of the force majeure and its cessation.

- 15.5 The Customer undertakes to comply with applicable sanctions and export control legislation. The Customer is obliged to ensure that it does not grant access to the Services or technical information concerning the Service to Users for whom granting access would violate applicable sanctions and export control legislation. In order for the Supplier or the competent authority to verify compliance with sanctions and export control legislation, the Customer shall, upon request, provide the Supplier with information about the Customer, the User of the Service and the place of use without delay.
- 15.6 The Services are not intended to be used as ICT services supporting critical or important functions within the meaning of the DORA Regulation (EU 2022/2554), and the Services may not be used for such purposes.
- 15.7 Neither Party shall be entitled to transfer or assign its rights, benefits or obligations under the Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. However, the Supplier shall have the right to transfer the Agreement to its group company or to a third party in connection with the transfer or sale of all or a significant part of its business.
- 15.8 The terms and conditions of the Agreement which, by their nature or otherwise, are reasonably considered to remain in force after the termination of the Agreement shall remain in force notwithstanding the termination of the Agreement.

16. VALIDITY AND TERMINATION

- 16.1 The Agreement shall be valid for one (1) year term at a time, unless otherwise provided in the Agreement or the Special Terms and Conditions of the Service. Upon the end of the term of the Agreement, the Agreement shall be automatically renewed for a successive term, unless a Party terminates the Agreement by giving written notice to the other Party before the end of the current term. If a Party terminates the Agreement, the Agreement shall terminate at the end of the current term.
- 16.2 If a Service cannot be used without subscribing to another Service, the Agreements concerning any associated Services shall also terminate at the end of their relevant term if a Party terminates the Agreement concerning the Service.
- 16.3 The Supplier may offer a free trial period for the Service. If the Customer takes advantage of the trial period, the Customer may, before the end of the trial period, terminate the Agreement concerning the Service by giving written notice to terminate the Agreement at the end of the trial period. If the Customer does not terminate the Service, the Agreement concerning the Service will continue after the trial period for a fee for the normal term of the Agreement as set forth in Section 16.1 and will be renewed thereafter in accordance with the same Section.
- 16.4 A Party may terminate the Agreement by giving written notice to the other Party if the other Party:
 - (a) becomes insolvent or files for or is declared bankrupt, liquidation or corporate restructuring, or otherwise ceases its business operations; or
 - (b) has materially breached the terms of the Agreement and (if the breach is of such a nature that it can be remedied) has not remedied the breach within thirty (30) days of receiving a notice specifying the breach and mentioning the threat of termination due to the breach.
- 16.5 The Supplier may, at its discretion, terminate the Agreement or give notice of termination with immediate effect by notifying the Customer in writing if the Customer:

- (a) fails to pay outstanding receivables to the Supplier within fourteen (14) days of a written payment reminder;
- (b) repeatedly fails to update the personal data administered by the Customer as the controller or the data concerning the Customer contained in the Service, and does not remedy its failure within fourteen (14) days of the Supplier's written notice;
- (c) intentionally enters false information into the Service or falsifies information or reports obtained from the Service;
- (d) breaches the terms and conditions of the Agreement related to the right to use of the data content in the Services; or
- (e) is subject to sanctions under applicable law or other regulations complied with by the Supplier, including situations where a party exercising control over the Customer is subject to such sanctions.

16.6 If the Supplier has the right to terminate or cancel any Agreement relating to the Service in accordance with Sections 16.4 or 16.5, the Supplier shall also have the right, at its discretion, to terminate or cancel all other Agreements in force with the Customer with immediate effect.

16.7 Upon termination of the Agreement for any reason, the Customer shall be obliged to pay the service fees in accordance with the Agreement until the end of the current term of the Agreement. Upon termination of the Agreement, the Customer shall not be entitled to a refund of any service fees paid in advance.

17. OBLIGATION TO ASSIST AND DELETION OF CUSTOMER DATA

17.1 The Customer has the right, in accordance with applicable law, to notify the Supplier in writing at any time of the termination of the use of the Services and/or the transfer of Customer's use to another supplier's services. The Agreement and the use of the Services covered by it shall then terminate within thirty (30) days of the Customer's written notification ("**Transition Period**"). The Customer may, if they wish, request the Supplier in writing to extend the Transition Period. However, the Transition Period shall always end no later than thirty (30) days after the end of the current term of the Agreement.

17.2 Before the Agreement terminates under Sections 16 or 17.1, the Customer shall retrieve any Customer Data they need from the Service, as well as any data that the Customer has the right to use under the Special Terms and Conditions of the Service after the Agreement relating to the Service terminates. In particular, the Customer shall ensure that it has retrieved any data from the Service that is subject to a statutory retention obligation. The Supplier maintains customer instructions for data retrieval, a list of transferable data and other information required by applicable legislation on the Supplier's Website.

17.3 Upon request, the Supplier shall assist the Customer to the extent required by applicable legislation in exchange for a fee in accordance with the price list on the Website. The Customer understands that data which, due to its nature, only exists in the Service (such as created file structures and workflows) may not be possible to transfer to the Customer. The Supplier shall continue to provide the Services to the Customer in accordance with the Agreement until the end of the Transition Period and until the expiry of the Agreement.

17.4 Upon termination of the Agreement in accordance with Section 17.1, the Customer shall be obliged to pay the Supplier a termination fee, the amount of which shall be determined in accordance with Section 16.7.

17.5 Unless otherwise provided in the Special Terms and Conditions of the Service, the Supplier shall delete all Customer Data from the Service within thirty (30) days of the termination of the Agreement.

18. CHOICE OF LAW AND DISPUTE RESOLUTION

18.1 The Agreement shall be governed by Finnish law, except for its provisions on the choice of law.

- 18.2 Any dispute, controversy or claim arising out of or relating to the Agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one. The seat of arbitration shall be Helsinki, Finland.
- 18.3 Notwithstanding Section 18.2, the Supplier shall have the right to bring a claim for unpaid fees before a general court of law.

TERMS AND CONDITIONS FOR PROCESSING OF PERSONAL DATA**1. APPLICATION AND DEFINITIONS**

- 1.1 These Terms and Conditions for Processing of Personal Data shall apply when the Supplier Processes Personal Data on behalf of the Customer acting as the Controller in the following Supplier's Services and related APIs:
- (a) Customer portal user list (a Customer-managed list of Users of the Services the Customer has subscribed to);
 - (b) Valtti Services:
 - Valtti Services (employee data on Customer's account).
 - (c) Business Information Services and Services for work site management:
 - Valvoja Service's business information functionalities, Report PRO and Company Search Services (Personal Data contained in the business information compiled on the Customer's account, e.g. persons in charge and contact persons);
 - Valvoja Service's work site management functionalities, Work Site Register, Valtti+ Inspector and Main Contractor APIs (Valtti+ Inspector, Card Storage and Person API) Services (information on employees working at the Customer's work site).
- 1.2 In connection with the use of these Services, the Customer is the Controller, and the Supplier is the Processor acting on behalf of the Controller.
- 1.3 The terms used in these Terms and Conditions for Processing of Personal Data have the meanings given to them in the General Terms of Service. In addition, the terms "**Personal Data**", "**Processing**", "**Controller**", "**Data Subject**" and "**Processor**" have the meanings given to them in the European Union's General Data Protection Regulation (679/2016). "**Data Protection Legislation**" refers to the European Union's General Data Protection Regulation (679/2016) and other applicable national data protection legislation, as well as the regulations and guidelines of data protection authorities.

2. NATURE AND PURPOSE OF PERSONAL DATA PROCESSING

- 2.1 The Supplier shall process the Controller's Personal Data as described in this Section.

Subject matter and duration of Processing

- 2.2 The Supplier Processes the Customer's Personal Data referred to in Section 1.1 in its capacity as a Personal Data Processor as part of the Services provided by the Supplier. The Supplier shall Process Personal Data for as long as the Customer uses the Services. Upon termination of the Agreement between the Customer and the Supplier concerning the use of the Service, the Supplier shall cease Processing Personal Data in the Service in question and delete or return the Personal Data to the Controller as described in the General Terms of Service or the Special Terms and Conditions of Service.

Nature and purpose of Processing

- 2.3 The Supplier shall Process the Customer's Personal Data in order to provide the Customer with the Service in accordance with the Agreement, as described in more detail in the General Terms of Service, the Special Terms and Conditions of the Service in question, and the service descriptions on the Supplier's Website. Depending on the Service, Processing activities may include, for example, storing Personal Data, transferring it to third parties in accordance with the functionalities provided by the Service and the settings selected by the Customer, verifying it, providing Data Subjects with the opportunity to review their Personal Data, and deleting Personal Data in accordance with the functionalities of the Service and the Special Terms and Conditions of the Service.

Types of Personal Data and groups of Data Subjects

2.4 The types of Personal Data and groups of Data Subjects are described in the Special Terms and Conditions of each Service.

2.5 In the Customer's user management for the Services used through the customer portal, the Data Subjects are Users authorised by the Customer, whose email addresses are stored by the Customer.

3. OBLIGATIONS AND RIGHTS OF THE CONTROLLER

3.1 The Controller shall take all necessary measures to ensure that the Processing of Customer's Personal Data processed in the Supplier's Services complies with data protection legislation. In particular, the Controller shall ensure that it has the right to process Personal Data in the Service and to disclose it to its contractual partners using the functionalities of the Services as described in the Special Terms and Conditions of the Services. The Controller shall also ensure that the Personal Data added by the Controller to the Services is accurate, up to date and in accordance with the Special Terms and Conditions of the Services.

3.2 The Controller has the right to give the Supplier binding written instructions on the Processing of Personal Data. Unless otherwise agreed, the Controller's written instructions shall be deemed to be the provision of the Service in accordance with the Terms of Service and service descriptions in force at the time. The Supplier shall have the right to terminate the Agreement with immediate effect if the Controller requires measures in binding written instructions that are not feasible to implement technically or in a commercially reasonable manner, or if the Controller does not undertake to compensate the costs of implementing the measures.

4. OBLIGATIONS OF THE PROCESSOR

4.1 The Supplier shall Process Personal Data in accordance with applicable Data Protection Legislation, the Agreement and the written instructions provided to the Supplier by the Controller. The Supplier shall immediately notify the Controller if the Supplier considers that the Controller's instructions are contrary to Data Protection Legislation. In such a case, the Supplier shall have the right to suspend the Processing activities until the Customer changes its instructions, or the Parties otherwise agree on the Processing.

4.2 The Supplier shall ensure that the Controller's Personal Data is kept confidential and is not disclosed or used in any way other than as described in the Agreement. The Supplier shall also ensure that Personal Data is only Processed by persons authorised to do so who are bound by confidentiality or subject to a statutory obligation of confidentiality.

4.3 The Supplier shall implement appropriate technical and organisational measures to prevent unauthorised or unlawful Processing of Personal Data and to protect Personal Data against accidental loss, alteration, destruction or damage. The technical and organisational security measures implemented by the Supplier at any given time are described on the Supplier's Website. The Supplier undertakes to protect Personal Data at least at the level applicable at the time of entry into force of the Agreement.

4.4 The Supplier shall assist the Controller (taking into account the nature of the Service) to the extent possible in fulfilling the Controller's obligation to respond to requests concerning the exercise of the rights of Data Subjects (Chapter III of the Data Protection Regulation).

4.5 The Supplier shall assist the Controller in ensuring compliance with the obligations laid down in Articles 32–36 of the GDPR (security of Processing, handling of Personal Data breaches, data protection impact assessment and participation in the supervisory authority's prior consultation procedure) are complied with, taking into account the nature of the Processing and the information available to the Supplier.

4.6 The Supplier shall provide the Controller with all information necessary to demonstrate compliance with the Controller's obligations.

4.7 The Supplier shall notify the Controller without delay of any requests and enquiries from Data Subjects and data protection authorities relating to the Controller's Processing of Personal Data.

4.8 The Supplier shall notify the Controller's contact person or the Service's main users by email without undue delay of any Personal Data breaches affecting the Controller's Personal Data. The notification

shall include a description of the nature of the Personal Data breach and, to the extent possible, the categories of Data Subjects affected, the estimated number of Data Subjects, the categories of types of Personal Data involved and the estimated numbers, a description of the likely consequences of the Personal Data breach, and a description of the corrective measures taken and proposed by the Supplier to mitigate any adverse effects. The Supplier shall document all detected Personal Data breaches, their effects and the corrective measures taken.

5. AUDITING

- 5.1 The Controller has the right, at its own expense, to audit the Supplier and its sub-processors' compliance with the Terms and Conditions for Processing of Personal Data. Unless otherwise agreed, the audit shall be carried out by an independent expert selected by the Controller, who may not be a competitor of the Supplier. The Supplier shall have the right to reject an auditor who does not meet these requirements.
- 5.2 Prior to the audit, the auditor shall sign a written confidentiality agreement ensuring that the auditor's confidentiality obligations are at least equivalent to those set out in the Agreement.
- 5.3 The Controller shall notify the Supplier in writing of the audit at least two (2) weeks in advance. The Customer and the Supplier shall agree in advance on the content and exact timing of the audit. The audit shall be carried out in a manner that does not interrupt the provision of the Supplier's or its subcontractors' services and does not hinder the performance of their obligations towards third parties. The Supplier shall participate in the audit at its own expense.

6. LOCATION OF PERSONAL DATA

- 6.1 The Supplier shall have the right to freely transfer Personal Data within the European Economic Area for the purpose of providing the Services. The Controller shall have the right to obtain location information at any time of the service centres where Personal Data is Processed.
- 6.2 The Supplier shall not transfer the Controller's Personal Data outside the European Economic Area without the Controller's prior written consent.

7. SUB-PROCESSORS

- 7.1 The Controller grants the Supplier general prior approval to use sub-processors operating within the European Economic Area in the provision of the Services and the Processing of Personal Data. The Supplier shall enter into a written agreement with each sub-processor regarding the Processing of Personal Data, imposing on the sub-processor at least the same obligations as those set out in these Terms and Conditions for Processing of Personal Data.
- 7.2 The Controller shall have the right to obtain information about the sub-processors used by the Supplier at any given time and about any changes to the sub-processors used. The Supplier shall announce new sub-processors on the Supplier's Website, where the Controller can check for updates to the sub-processors used by the Supplier. If the Controller does not approve of a change in the use of sub-processors, the Controller and the Processor shall each have an independent right to terminate the Agreement concerning the Service with immediate effect without notice before the new sub-processor is put into use.

8. MAINTENANCE, DELETION AND RESTORATION OF PERSONAL DATA

- 8.1 The Controller shall be responsible for maintaining its own Personal Data and deleting unnecessary Personal Data. The Supplier may not delete the Controller's Personal Data other than as described in the Special Terms and Conditions of the Service without the Controller's express request. However, as part of the technical maintenance of the Services, the Supplier may, on its own initiative, correct obvious formal errors found in the Personal Data entered by the Controller, such as incorrect telephone number country codes. The Supplier shall notify the Controller in writing of any corrections made.
- 8.2 Upon termination of the Agreement concerning the Service, the Supplier shall either return the Controller's Personal Data to the Controller or delete it as described in the General Terms of Service or the Special Terms and Conditions of Service.

9. DESCRIPTION OF PROCESSING ACTIVITIES

- 9.1 The Supplier shall keep a description of the Processing activities available to the Controller.

10. FEES

- 10.1 The Supplier shall be entitled to charge the Controller for measures taken at the Controller's request in accordance with these Terms and Conditions for Processing of Personal Data in accordance with the Supplier's current price list, when the performance of the measure is not included in the service fee charged for the Service.

11. DAMAGES CAUSED BY THE PROCESSING OF PERSONAL DATA

- 11.1 The limitation of liability in the General Terms of Service shall apply to these Terms and Conditions for Processing of Personal Data. However, the liability of the Parties for damages payable to the Data Subject under Article 82 of the General Data Protection Regulation shall be determined in accordance with that Article.

12. CONTACT PERSONS FOR MATTERS RELATED TO THE PROCESSING OF PERSONAL DATA

- 12.1 The Controller shall notify the Supplier of the contact person responsible for the Processing of Personal Data and data protection within the Controller's organisation and provide the Supplier with the contact details of this person.

- 12.2 Contact details of the Supplier's data protection officer:

Email tietosuoja@vastuugroup.fi

Postal Data Protection Officer
Vastuu Services Oy
C/o Vastuu Group Oy
Hevosenkentä 3
02600 Espoo
Finland

A. VALTTIKORTTI ID CARD AND VALTTI SERVICES

SPECIAL TERMS AND CONDITIONS - VALTTI SERVICES

1. APPLICATION

- 1.1 These Special Terms and Conditions apply to the provision of the Supplier's Valtti Services and the use of the content available through them.
- 1.2 In addition to these Special Terms and Conditions, the General Terms of Service apply to the use of the Service. In the event of any conflict between these Special Terms and Conditions and the General Terms of Service, these Special Terms and Conditions shall take precedence.

2. SERVICE CONTENT

- 2.1 The current content of the Services, service descriptions, service types and modules available for subscription, and the prices applicable to them are described on the Website.
- 2.2 Depending on the subscription type, the Customer can use the Services to compile, manage and transmit the necessary details of their own employees and those of their subcontractors to their own or third-party work sites, as well as to register for work sites. The Service also allows ordering of Valttikortti ID cards and purchasing of trainings.
- 2.3 The Customer Data in the Service is the personal data entered into the Service by the Customer.

3. PERSONAL DATA AND DATA PROTECTION

- 3.1 The Customer is the controller of the personal data on the Customer's account in the Service. The Supplier processes the personal data stored in the Service as a processor of personal data in the manner agreed in these Special Terms and Conditions and the Terms and Conditions for Processing of Personal Data.
- 3.2 The data subjects are the Customer's own employees, directors, volunteers, sole proprietors (when the Customer's business form is a sole proprietorship), trainees or Customer's subcontractors' employees.
- 3.3 The personal data processed in the Service includes the following types of personal data, depending on the type of subscription selected by the Customer: the person's name, personal identification number and corresponding foreign personal identification number, tax number and date of birth, information on whether the person is included in the Tax Administration's tax number register (construction industry, shipbuilding or both), the person's photo, the nature of the employment relationship, the tax number sectors in which the employee works (construction industry, shipbuilding or both), the employer's name, business ID, contact details and the name and contact details of the employer's representative, country of residence, nationality, telephone number, email address, address in the country of residence and the date of the most recent confirmation of personal data, travel document details, proof of pending residence permit application, residence permit, posted worker certificate A1 or A2, trainings and qualifications (such as occupational safety card or hot work card), details on trainings completed and their validity and other data required by the Service.
- 3.4 The Service also displays in the Customer's account data obtained from the Supplier's and third parties' personal data registers regarding the Customer's employees' Valttikortti ID cards, any training courses and qualifications, as well as customer-specific training courses and qualifications uploaded to the Service by customers.
- 3.5 If the Customer orders a Valttikortti ID card for a person added to the Service, the Supplier may, depending on the type of Valttikortti ID card, ask the person to verify and confirm their employment or service relationship information in the Cardholder Service provided by the Supplier to Valttikortti ID cardholders. The Customer authorises the Supplier to present the person with their own information from the Customer's register for verification and/or confirmation in the Cardholder Service.

- 3.6 The transfer of personal data from the Customer's register to another controller takes place via the APIs provided by the Supplier in such a way that the person's data is transferred against the Valttikortti ID card identifiers or in another manner in which the contractual relationship between the Customer and the other controller and the purpose of use of the data have been identified. The Customer manages the disclosures of personal data in the Service in accordance with the functionalities provided by the Service.
- 3.7 The Supplier may disclose to a third party querying data through the APIs whether the Customer has a license to use a specific Service, as well as whether the Customer has authorised the disclosure of personal data in the Service to the querying party.

4. MAINTENANCE OF CUSTOMER DATA

- 4.1 The Customer may not add as its own employees in the Service persons who are employees of the Customer's subcontractor, partner or a third party, or independent contractors.
- 4.2 The Customer undertakes to confirm in the Service at regular intervals as specified by the Supplier that the employment or service relationship of the person entered in the Customer's register is still valid and that the information is correct. If a person in the Service has a valid Valttikortti ID card or a valid continuous Valttikortti ID card subscription, the Customer does not need to separately confirm the employment or service relationship information in the Service.
- 4.3 The Customer is responsible for marking the employment or service relationship as terminated in the Service when the person's employment or service relationship has ended. If the Customer ceases its operations without marking the employment and service relationships as terminated, the Supplier may mark them as terminated on its own initiative.
- 4.4 If the Customer adds persons to the Service in the construction or shipbuilding industries, the Customer authorises the Supplier to regularly check the person's tax number register and automatically re-register the person in the tax number register. The prerequisite for re-registration is that the Tax Administration provides a ready API or other procedure approved by the Supplier.
- 4.5 The Customer authorises the Supplier to automatically remove a person from the Service if the person does not have a valid Valttikortti ID card and the Customer has not confirmed within the last thirty-six (36) months that the person's employment or service relationship is still valid. The Supplier shall remind the Customer in advance to confirm the information in the Customer's register.

5. RIGHT OF USE

- 5.1 The Customer is granted the right to use the Services in accordance with Section 4 of the General Terms of Service.

6. DELETION OF DATA

- 6.1 Upon termination of the Agreement, the Supplier shall delete the Customer Data in accordance with Section 17.5 of the General Terms of Service.
- 6.2 Notwithstanding Section 6.1, the employment or service relationship data of persons registered in the construction or shipbuilding industries shall, however, be available to the Customer's contractual partners operating in these industries for at least eighteen (18) months after the end of the person's employment or service relationship, during which time the Customer's contractual partners operating in these sectors may make corrections to the employee reports they have sent to the Tax Administration

SPECIAL TERMS AND CONDITIONS - VALTTIKORTTI ID CARD AND CARD SERVICE

1. APPLICATION

- 1.1 These Special Terms and Conditions apply to the provision of the Supplier's Valttikortti ID cards and Valttikortti ID Card Services and to the use of the content available through them.
- 1.2 In addition to these Special Terms and Conditions, the General Terms of Service apply to the use of the Service. In the event of any conflict between these Special Terms and Conditions and the General Terms of Service, these Special Terms and Conditions shall take precedence.

2. SERVICE CONTENT

- 2.1 The current content of the Service, service descriptions, service types and modules available for order, and the prices applicable to them are described on the Website.
- 2.2 Valttikortti ID card is a photo ID card that can be used at work sites or for internal purposes within an organisation. Valttikortti ID card functions as a photo ID in accordance with the Occupational Safety and Health Act and access card.
- 2.3 The Customer can order and manage Valttikortti ID cards in Valtti Service for persons added to Valtti Service. A person for whom a Valttikortti ID card has been ordered is referred to in these Special Terms and Conditions as the "**Cardholder**".
- 2.4 Card Service consists of the following services:
 - (a) A Valttikortti personal identification card, which can be used for example on a construction site, in a shipyard area or other work site as a personalised photo ID;
 - (a) APIs through which information in the Supplier's Valttikortti ID Card Service can be transmitted to third parties; and
 - (b) An online service provided to the Cardholder, where the Cardholder can verify and confirm their own information.
- 2.5 The Card Service does not process or store Customer Data.

3. PERSONAL DATA AND DATA PROTECTION

- 3.1 The Supplier is the controller of the personal data contained in the Service. The processing of personal data is described in the Supplier's privacy notice, which is available on the Website.

4. RIGHT OF USE

- 4.1 The Customer is granted the right to use the Service in accordance with Section 4 of the General Terms of Service.

5. ORDER TYPES AND PROCEDURE

- 5.1 The Customer may order Valttikortti ID cards in Valtti Service. If the Customer so wishes, the Customer may set up a continuous subscription for their Valttikortti ID cards in the Service, in which case new Valttikortti ID cards will be sent automatically to the Customer's Cardholders before their expiry date in accordance with Section 9.1 of these Special Terms and Conditions.
- 5.2 The Customer adds the persons for whom the Customer wishes to order Valttikortti ID cards to Valtti Service. Valttikortti ID cards may only be ordered for persons who are in an employment or service relationship with the Customer. The Customer is responsible for ensuring that the information on the ordered Valttikortti ID cards is correct. The Customer shall carefully check the information entered before ordering Valttikortti ID cards.
- 5.3 The Customer selects the industry for the person for whom the Valttikortti ID card is being ordered in the Service. Valttikortti ID card for the construction or shipbuilding industry is only issued to a person who, at the time of ordering Valttikortti ID card, is registered in the Tax Administration's tax number register for the construction and/or shipbuilding industry.

- 5.4 If the type of Valttikortti ID card is linked to a tax number, the Customer shall provide the Cardholder's tax number and information on which Tax Administration tax number register the Cardholder is registered in when ordering Valttikortti ID card. The selected tax number registers cannot be changed after ordering the Valttikortti card. If the tax number registrations change, the Customer shall order a new Valttikortti ID card for the Cardholder.

6. DELIVERY OF VALTTIKORTTI ID CARDS

- 6.1 Valttikortti ID cards are delivered by post to the delivery address specified by the Customer in Valtti Service. The delivery time for Valttikortti ID cards in Finland is approximately fourteen (14) days from receipt of the order. The Supplier shall not be responsible for delays in general postal delivery.
- 6.2 The Customer shall notify the Supplier in writing of any errors in the delivered Valttikortti ID card without undue delay upon receipt of the delivery by email to asiakaspalvelu@vastuugroup.fi.
- 6.3 The delivery of Valttikortti ID card shall be deemed accepted, (i) if the Customer does not notify the Supplier in writing of any errors within seven (7) days of delivery of Valttikortti ID card in question, (ii) if the Customer indicates their acceptance of the delivery, or (iii) when the Supplier has corrected the errors reported by the Customer in accordance with the Agreement and for which the Supplier is responsible, or (iv) when the Customer or the Cardholder has started using the delivered Valttikortti ID card. Errors that do not materially interfere with the use of Valttikortti ID card, or that are caused by the Customer, shall not prevent acceptance of the delivery.
- 6.4 The Supplier grants a three (3) month limited warranty for Valttikortti ID card from the date of order. The warranty covers the replacement of Valttikortti ID card due to a chip malfunction or other technical fault in Valttikortti ID card. The Supplier's liability for faults in Valttikortti ID card is limited to what is stated in this Section.
- 6.5 If there is an error in the information that the Customer has entered about the Cardholder in Valtti Service, the Customer shall correct the incorrect information in the Service and order a new Valttikortti ID card at their own expense.

7. USE OF VALTTIKORTTI ID CARD

- 7.1 Using the Valttikortti ID card requires that the Valttikortti ID card is valid, and that the information on the card is correct and up to date. The Valttikortti ID card may only be used by the Cardholder to whom the Valttikortti ID card has been issued. The Cardholder's employment or service relationship with the Customer shall be valid when using the Valttikortti ID card.
- 7.2 No software may be installed on the chip of the Valttikortti ID card unless this has been agreed separately in writing with the Supplier.
- 7.3 The Cardholder shall be responsible for managing the PIN code for his/her Valttikortti ID card. Repeatedly entering the wrong PIN code will result in the Valttikortti ID card being closed. The Cardholder shall protect the PIN code and other identifiers of his/her Valttikortti ID card so that they are not disclosed to others.

8. CARDHOLDER SERVICE

- 8.1 The Supplier provides the Customer's Cardholders with a Service where the Cardholder can among others verify and/or confirm his/her employment or service relationship, Valttikortti ID cards or their PIN codes.
- 8.2 The Supplier creates an account for the Cardholder in the Cardholder Service when a Valttikortti ID card has been ordered for the Cardholder.
- 8.3 The Cardholder shall verify and confirm for his/her part that the Cardholder's employment or service relationship information and Valttikortti ID card information displayed in the Cardholder Service are correct and up to date. If the Cardholder notices that his/her information in the Service is incorrect or incomplete, the Cardholder shall notify the Customer so that the Customer can correct the information in Valtti Service. The Cardholder may not confirm incorrect or incomplete information. Confirming incorrect or incomplete information will result in the closure of the Valttikortti ID card.

- 8.4 The Customer is responsible for ensuring that its Cardholders comply with the terms and conditions of the Agreement as applicable.

9. VALTTIKORTTI ID CARD VALIDITY PERIOD, CLOSURE AND RENEWAL

- 9.1 Valttikortti ID card is valid for three (3) years until the expiry date indicated on Valttikortti ID card.
- 9.2 If the Customer has selected a continuous subscription for their Valttikortti ID cards in Valttikortti ID Card Service, the Customer's Cardholders will automatically be sent a new Valttikortti ID card before their Valttikortti ID cards expire. The Customer may cancel the continuous subscription in the Valttikortti ID Card Service no later than thirty (30) days before the expiry of a Valttikortti ID card or remove the Cardholder from Valtti Service if the Customer does not wish the Cardholder's Valttikortti ID card subscription to be renewed. The new Valttikortti ID card shall replace the Cardholder's expiring Valttikortti ID card.
- 9.3 The Customer shall immediately close the Cardholder's Valttikortti ID card via Valtti Service whenever (i) the Cardholder's employment or service relationship with the Customer has ended, (ii) the information printed on the Valttikortti ID card has changed, or (iii) the Cardholder's Valttikortti ID card has been lost or its PIN code has been disclosed to a third party. A closed Valttikortti ID card shall be destroyed in a secure manner.
- 9.4 The Supplier may close an individual Valttikortti ID card without giving separate notice if Valttikortti ID card:
- (a) is linked to a tax number and the Cardholder has been removed from the Tax Administration's tax number register;
 - (b) contains incorrect or incomplete information; or
 - (c) has been used in violation of the terms and conditions of the Agreement.
- 9.5 Closing Valttikortti ID card also terminates the Customer's continuous Valttikortti ID card subscription for the Cardholder in question. A closed Valttikortti ID card cannot be reactivated.

10. DELETION OF DATA

- 10.1 The Card Service does not store the Customer Data, so Section 17.5 of the General Terms of Service shall not apply.

11. TRANSITIONAL PROVISIONS

- 11.1 The Service currently uses two different versions of Valttikortti ID cards, the older 1.0 version of which could be ordered until 18 September 2022. From 19 September 2022 onwards, only the new 2.0 version of Valttikortti ID cards can be ordered through the Service.
- 11.2 For the above reason, some of these Special Terms and Conditions shall be subject to deviations during the transition period as separately agreed in this Section 11.
- 11.3 If the Customer's Cardholders use version 1.0 Valttikortti ID cards, the Customer shall confirm the employment or service relationship of these persons in Valtti Service at least every twenty-four (24) months. If the Customer has not confirmed within twenty-four (24) months prior to the closing that the Cardholder's employment or service relationship information is up to date, the Supplier may close the Cardholder's Valttikortti ID card without giving separate notice.
- 11.4 The Supplier will support version 1.0 Valttikortti ID cards until at least 31 May 2025. The Supplier will notify the Customer's contact person of the end of support by email at least six (6) months in advance. Once support has ended, the Supplier will close version 1.0 Valttikortti ID cards, regardless of their validity period.

B. LUOTETTAVA KUMPPANI (RELIABLE PARTNER)**SPECIAL TERMS AND CONDITIONS - LUOTETTAVA KUMPPANI (RELIABLE PARTNER) SERVICE****1. APPLICATION**

- 1.1 These Special Terms and Conditions apply to the provision of the Supplier's Luotettava Kumppani (Reliable Partner) Service and the use of the content available through it.
- 1.2 In addition to these Special Terms and Conditions, the General Terms of Service apply to the use of the Service. In the event of any conflict between these Special Terms and Conditions and the General Terms of Service, these Special Terms and Conditions shall take precedence.

2. CONTENT OF THE SERVICE

- 2.1 The current content of the Service, service descriptions, service types and modules available for subscription, and the prices applicable to them are described on the Website.
- 2.2 By using the Service, the Customer can automate the compilation of information about the Customer that is required by law and generally required from subcontractors, and the delivery of this information to its own contractual partners. Depending on the Service modules subscribed by the Customer, the Service compiles information about the Customer, such as information required by the Contractor's Liability Act, financial information and information on persons in charge, and information related to compliance and business sustainability. In addition, the Service offers the possibility to compile and transmit other additional information about the Customer that may affect the choice of contractual partner.
- 2.3 The Customer Data in the Service are the initial data provided by the Customer in the Service and data retrieved from third-party data sources based on the Customer's authorisation, excluding data the rights of which belong to third parties.

3. PERSONAL DATA AND DATA PROTECTION

- 3.1 The Supplier is the controller of the personal data contained in the Service. The processing of personal data is described in the Supplier's privacy notice, which is available on the Website.

4. DATA COMPILATION AND AUTHORISATION

- 4.1 The data published in the Service at any given time is determined in accordance with the current service description. The Supplier compiles the data required by the Service modules subscribed by the Customer into the Service. The data is compiled from public sources, from the third party data sources that are the Supplier's contractual partners, and/or from the Customer itself. The Supplier may also ask the Customer to verify the data obtained from other sources.
- 4.2 The compilation of certain data required by specific modules of the Service requires that the Customer grants the Supplier a power of attorney to retrieve this data directly from the data sources used by the Service on behalf of the Customer. The Customer authorises the Supplier to compile the data required by the modules of the Service subscribed by the Customer, to import it into the Service and publish and use it in accordance with the Agreement, the General Terms of Service and the Special Terms and Conditions of Service. The authorisation covers the following data about the Customer, depending on the modules of the Service selected by the Customer:

Service module	Information covered by the authorisation	Data source	Mandatory information
Reliable Partner Contractor's Liability Information (TiVa)	- Information on tax payment certificate or tax debt certificate and its appendices - Information on the tax debt payment plan	Tax Administration	Yes
	Accident insurance certificate or information on taking out accident insurance and its validity	Insurance company specified by the Customer	Yes

	Patient insurance certificate or information on taking out patient insurance and its validity	Insurance company specified by the Customer	No
	Liability insurance details: - Liability insurance certificate, or - Information on taking out liability insurance, its coverage, sum insured and validity	Insurance company specified by the Customer	No
	TyEL insurance details: - Information on the validity of TyEL insurance, - Status of insurance premium payments or payment agreement concerning them, and - Information on the termination of the insurance	Insurance company specified by the Customer	Yes
	Information on the organisation of occupational health care: - Certificate or information on the organisation of occupational health care as referred to in the Occupational Health Care Act, the validity of the occupational health care agreement and the validity of the occupational health care action plan	Occupational health care provider specified by the Customer	Yes
	If the Customer's country of residence is other than Finland, the corresponding information as above, depending on the country of residence	Authority of the Customer's country of residence	As above
	If the Customer's country of residence is Lithuania, in addition to the above information: - Certificate of compulsory social security contributions paid, unpaid amounts or agreed payment plan for unpaid amounts	Authority of the Customer's country of residence	Yes
Reliable Partner (most comprehensive version, incl. also information in the TiVa module)	Beneficial owners	Dun & Bradstreet Finland Oy (Patent and Registration Office)	Yes

4.6 Insofar as the Supplier collects initial data from the Customer or from third parties on the basis of the Customer's authorisation for the purpose of compiling the data published in the Service, the Supplier shall publish in the Supplier's business information services and in other electronic online services of the Supplier and its partners only the data as specified in the relevant service description.

4.7 In certain modules of the Service, the Supplier may offer the Customer the opportunity to manage the disclosure of data concerning the Customer.

5. RIGHT OF USE

5.1 The Customer is granted the right to use the Service in accordance with Section 4 of the General Terms of Service.

5.2 In addition to Section 5.1, the Customer shall have the right to use the data concerning the Customer available through the Service to store, copy and transmit it to the Customer's current or future customers or partners for the purposes of supplier, risk and compliance management. The Customer shall also have the right to publish their own data contained in the Service, reports concerning the Customer available from the Service and/or interpretation data concerning the Customer from the Service in an unaltered and up-to-date form, for example on the Customer's own website or as part of other communications. The transmission or publication of outdated data is prohibited.

5.3 During the term of the Agreement concerning the Service, the Customer shall have the right to use the logo containing Luotettava Kumppani trademark as part of its marketing and communications in the form in which it is available to the Customer in the Service in question. The use of Luotettava Kumppani logo shall always comply with the Supplier's detailed instructions and good marketing practices. The right to use the Luotettava Kumppani logo in connection with certain Services may

require the Customer to maintain a certain level of interpretation (e.g. "OK") in the Service during the term of the Agreement. In such cases, the conditions for the right to use Luotettava Kumppani logo are set out in the service description for the Service in question and in the Supplier's more detailed instructions. The Customer shall immediately cease using the Luotettava Kumppani logo after the termination of the Agreement concerning the Service.

- 5.4 The Supplier shall have a worldwide, non-exclusive, transferable and sub-licensable right, without separate payment, to use, store, edit and copy the Customer Data and publish the Customer Data and parts thereof in accordance with the service description in the Supplier's business information services and in other electronic online services of the Supplier and its partners during the term of the Agreement in order to provide the Service to the Customer. If the Customer has restricted the disclosure of data concerning the Customer in accordance with the functionality of the Service, the Supplier's right to publish the Customer's Data shall be limited to publication to parties specified by the Customer.
- 5.5 With the exception of the publication of the Customer Data, the Supplier's rights under Section 5.4 shall remain in force after the end of the term of the Agreement for as long as the Supplier otherwise stores corresponding data from the Service in accordance with the Supplier's retention practices, for example for the purposes of subsequent verification of the Service data, investigation of misuse, and use in accordance with Section 5.6. The termination of the Agreement shall not affect the rights of customers that have retrieved Customer Data from the Supplier's or its partners' electronic online services to continue using the data in accordance with their agreements and practices.
- 5.6 The Supplier has the right to prepare summaries, analyses and interpretations of the Customer Data and to derive other information from them. All rights to such summaries, analyses, interpretations and other derived data, the Supplier's and its partners' electronic online services and the content available therein belong to the Supplier or third parties.

6. CHANGES TO DATA CONTENT

- 6.1 The Supplier shall have the right to make changes to the Service and its data content in accordance with Section 7.2 of the General Terms of Service. If the changes to the data content concern data that has been retrieved on the basis of the authorisation given by the Customer to the Supplier, the authorisation given by the Customer will be automatically updated to cover the changed data content. The Supplier shall always notify the Customer of any change that affects the content of the authorisation given by the Customer or requires the Customer to update the data provided by the Customer in the Service at least thirty (30) days before the change takes effect. The Customer shall have the right to terminate the Agreement in accordance with Section 7.4 of the General Terms of Service as a result of such a change.
- 6.2 The Customer shall notify the Supplier without undue delay of any change in their service provider from whom the Supplier directly obtains data regarding the Customer for the Service.

7. REVOCATION OF AUTHORISATION AND SPECIAL TERMINATION RIGHTS

- 7.1 The Customer shall have the right to terminate the use of the Service during the term of the Agreement and to revoke the authorisation the Customer has given in full by notifying the Supplier in writing. In such a case, the Supplier will cease to compile and publish the data concerning the Customer. If the Customer terminates their use of the Service or revokes their authorisation in its entirety, the Agreement concerning the Service shall terminate at the end of the current term of the Agreement. Termination of use of the Service or revocation of authorisation shall not affect the Customer's obligation to pay the fees for the Service for the remaining term of the Agreement nor the rights of the Supplier under Section 5.5.
- 7.2 The Customer may also at any time revoke part of the authorisation they have given with regard to data elements covered by the authorisation that are not mandatory data in the Service subscribed by the Customer.
- 7.3 In addition to what is agreed in the General Terms of Service, the Supplier may, at its discretion, terminate the Agreement concerning the Service or terminate it with immediate effect by notifying the Customer in writing, and remove the Customer from the Service if:

- (a) The Supplier becomes aware or has reasonable grounds to suspect that a party subject to a business prohibition is involved in the Customer's operations in such a way that it effectively manages or administers the Customer's operations; or
- (a) the Customer, the Customer's responsible persons or persons exercising de facto control have acted in a manner that demonstrates serious disregard for applicable legislation or good business practices in the industry, and, in the Supplier's opinion, the Customer cannot therefore be recommended as a reliable contractual partner.

8. DELETION OF DATA

- 8.1 Upon termination of the Agreement, the Supplier shall have the right to continue using the Customer Data in accordance with Section 5.5. As a deviation from Section 17.5 of the General Terms of Service, the Supplier will delete the Customer Data as per the general data retention practices of the Supplier.

C. PURCHASER SERVICES – BUSINESS INFORMATION AND WORK SITE MANAGEMENT**SPECIAL TERMS AND CONDITIONS - BUSINESS INFORMATION SERVICES****1. APPLICATION**

- 1.1 These Special Terms and Conditions apply to the provision of the Supplier's Business Information Services (Valvoja Service's business information functionalities, Report PRO and Company Search) ("**Business Information Services**") and the use of the content available through them.
- 1.2 In addition to these Special Terms and Conditions, the General Terms of Service apply to the use of the Services. In the event of any conflict between these Special Terms and Conditions and the General Terms of Service, these Special Terms and Conditions shall take precedence.

2. SERVICE CONTENT

- 2.1 The current content of the Services, service descriptions, subscription types, additional services, and the prices applicable to them are described on the Website.
- 2.2 Business Information Services enable searching for, viewing, storing and monitoring companies using Luotettava Kumppani (Reliable Partner) Service ("**Target Undertakings**") and information about Target Undertakings selected by the Customer. The Customer can set selected Target Undertakings in Business Information Services for monitoring, save information or check the information of individual Target Undertakings. The data content available on Target Undertakings and the features of the Service depend on the Luotettava Kumppani (Reliable Partner) Services used by Target Undertakings and their subscription types, as well as on the subscription type of Business Information Service used by the Customer.
- 2.3 The Customer Data in the Service is the personal data entered into the Service by the Customer. For other content, the Customer shall be granted the right to use the data content available through the Service in accordance with Section 4 of these Special Terms and Conditions.

3. PERSONAL DATA AND DATA PROTECTION

- 3.1 The Customer is the controller of the personal data contained in the Target Undertakings' data that the Customer checks, stores and monitors in connection with the use of Business Information Services. The Supplier processes the personal data compiled and stored by the Customer in the Business Information Services as a processor of personal data in accordance with these Special Terms and Conditions and the Terms and Conditions for Processing of Personal Data.
- 3.2 The data subjects are persons in charge of or contact persons for the Target Undertakings, beneficial owners and other natural persons whose personal data is included in the Target Undertakings' data content available in the Services.
- 3.3 The personal data processed in the Services includes the following types of personal data, depending on the Services and subscription types used by the Customer: personal data reported in the trade register extract and information on beneficial owners, including name, date of birth, nationality, domicile and position of responsibility, or information that the person is a beneficial owner. In addition, personal data may include other personal data contained in the Target Undertaking's data in the Service.
- 3.4 The Service enables sending invitation messages regarding the Luotettava Kumppani (Reliable Partner) Service to undertakings within the Customer's supply chain. If the Customer sends an invitation message in the Service or instructs the Supplier to send it on their behalf, the Customer thereby also gives its consent that the Supplier may use the contact person details of the undertaking provided by the Customer for marketing purposes of the Supplier's services, in accordance with its applicable privacy notices.

4. RIGHT OF USE

- 4.1 The Customer is granted the right to use the Service in accordance with Section 4 of the General Terms of Service. The Customer may only check, store and monitor the Target Undertaking data in

the Business Information Services that the Customer needs for its own internal supplier, risk and compliance management.

- 4.2 The Customer also has a limited right to save the Target Undertaking data available through the Service to the Customer's own systems and to copy the data for the purposes specified in Section 4.1. The Customer's right to use the Target Undertakings' data in accordance with this Section shall be valid for the statutory or other data retention period specified by the Customer.
- 4.3 The Customer may disclose Target Undertaking data to the Customer's group companies and advisors if necessary for the purposes described in Section 4.1, as well as to authorities in order to fulfil its statutory obligations. In other respects, the Customer shall not be entitled to disclose the data to third parties or resell the information.

5. DELETION OF INFORMATION

- 5.1 Upon termination of the Agreement, the Supplier shall delete the Customer Data and information compiled and stored by the Customer in the Service in accordance with Section 17.5 of the General Terms of Service.

SPECIAL TERMS AND CONDITIONS – SERVICES FOR WORK SITE MANAGEMENT**1. APPLICATION**

- 1.1 These Special Terms and Conditions apply to the provision of the Supplier's Valvoja work site management functionalities and the Work Site Register, Valtti+ Inspector and Main Contractor APIs (Card Storage, Valtti+ Inspector and Person API) Services and the use of the content available through them.
- 1.2 In addition to these Special Terms and Conditions, the General Terms of Service apply to the use of the Services. In the event of any conflict between these Special Terms and Conditions and the General Terms of Service, these Special Terms and Conditions shall take precedence.

2. SERVICE CONTENT

- 2.1 The current content of the Services, service descriptions, subscription types, additional services, and the prices applicable to them are described on the Website.
- 2.2 The Services are services intended for work site management, which, depending on the Service and subscription type, enable the Customer to manage its work site, data on persons visiting the work site, and for example to fulfil certain statutory and contractual obligations.
- 2.3 The Customer Data in the Services are the data retrieved by the Customer to the Customer's account or Customer's system through the APIs of the Services, the data entered by the Customer in the Service, and the reports created by the Customer in the Services. The Supplier has the right to use the basic data of the Customer's work sites in order to provide the Services to other customers who need the work site data, to develop the Services, and to respond to inquiries from authorities.

3. PERSONAL DATA AND DATA PROTECTION

- 3.1 The Customer is the controller of the personal data processed in the Services. The Supplier processes the personal data processed in the Services as a processor of personal data in accordance with these Special Terms and Conditions and the Terms and Conditions for Processing of Personal Data.
- 3.2 The data subjects are persons working at the Customer's work site.
- 3.3 The personal data processed in the Services includes the following types of personal data, depending on the Services and subscription types used by the Customer: the person's name, tax number and date of birth, information on the person's inclusion in the Tax Administration's tax number register (construction industry, shipbuilding or both), the nature of the employment relationship, the employer's name, business ID, contact details and name and contact details of the employer's representative, home country, nationality, telephone number, email address, address in home country, person's Valttikortti card details, person's induction, training and qualification details, travel document details, proof of pending residence permit application, residence permit, posted worker's certificate A1 or A2, the person's access rights details and possible stamping details.
- 3.4 The Customer may request, via the APIs of the Services, information from the register of its subcontractors and the Supplier only on those persons in respect of whom it has a processing purpose related to statutory or contractual obligations or security or quality assurance, and who are working or will work at the Customer's work site. The Customer may process personal data obtained from these APIs only for the following purposes:
 - (a) To comply with the obligations of the Occupational Safety and Health Act or regulations, for example, to check the validity of photo ID, to compile a list of employees, to verify tax number registration and/or completion of site induction trainings or check qualifications;
 - (b) For purposes in accordance with the Tax Procedure Act, such as submitting employee notifications to the Tax Administration;
 - (c) To fulfil other statutory or contractual obligations and to ensure that subcontractors operate in accordance with the agreement;
 - (d) To carry out access control or work management; and/or

(e) To ensure compliance with quality, operational or similar systems.

3.5 The Supplier may show the time of each query made via the Service APIs and the Customer who made the query to the controller from whose register the Customer has requested personal data.

4. RIGHT OF USE

4.1 The Customer is granted the right to use the Services in accordance with Section 4 of the General Terms of Service.

5. DELETION OF DATA

5.1 Some Services can only be used through the Customer's own system and/or a partner's system that is part of the Supplier's partner programme and the APIs provided by the Supplier, and the Services may not necessarily offer the Customer the possibility to store or archive Customer Data. In such cases, the Customer shall be responsible for saving the Customer Data they need from the Services from time to time. In particular, the Customer shall ensure that it has retrieved any data from the Services that is subject to a statutory retention obligation.

5.2 Upon termination of the Agreement, the Supplier shall delete the Customer Data in accordance with Section 17.5 of the General Terms of Service. However, the Supplier has the right to retain the basic data of the Customer's work sites for the purposes of use set out in Section 2.3.

D. FINANCE MONITOR SERVICES**SPECIAL TERMS AND CONDITIONS – FINANCE MONITOR SERVICE FOR LENDERS****6. APPLICATION**

- 6.1 These Special Terms and Conditions apply to the provision of the Supplier's Finance Monitor Services intended for lenders and the use of the content available through them.
- 6.2 In addition to these Special Terms and Conditions, the General Terms of Service apply to the use of the service. In the event of any conflict between these Special Terms and Conditions and the General Terms and Conditions of Service, these Special Terms and Conditions shall take precedence.

7. SERVICE CONTENT

- 7.1 The current content of the Service, service descriptions, service types and modules available for subscription, and the prices applicable to them are available from the Supplier on request.
- 7.2 Depending on the type of subscription, the Customer may use the Service to compile, view and monitor information on companies applying for and receiving funding, relating, for example, to sustainability and financial position. The Customer may invite companies applying for or receiving funding within the Service to report information concerning their operations for the Customer's use.
- 7.3 In the relationship between the Customer and the Supplier, the Customer's Data within the Service consists of the information compiled by the Customer within the Service.

8. PERSONAL DATA AND DATA PROTECTION

- 8.1 The Customer is the data controller for the personal data processed in their Service account. The Supplier processes personal data stored in the Service as a data processor in the manner agreed in these Special Terms and Conditions and the Terms and Conditions for the Processing of Personal Data.
- 8.2 Data subjects are the natural persons featured in the Customer's Data. The types of personal data processed in the Service are determined by the information reported to the Customer in the Service at any given time.

9. RIGHT OF USE

- 9.1 The Customer is granted the right to use the Service in accordance with Section 4 of the General Terms of Service.
- 9.2 The Customer and the company reporting data to the Customer via the Service shall, where necessary, agree separately on the right to use the Customer's Data.

10. DELETION OF DATA

- 10.1 As a general rule, the Service does not offer the option to store or archive the Customer's Data in the Customer's account. The Customer shall save any Customer Data from the Service that they require at any given time.
- 10.2 Upon termination of the Agreement, the Supplier shall delete the Customer's Data in accordance with clause 17.5 of the General Terms of Service.

SPECIAL TERMS AND CONDITIONS – FINANCE MONITOR SERVICE FOR APPLICANTS FOR AND RECIPIENTS OF FUNDING

1. APPLICATION

- 1.1 These Special Terms and Conditions apply to the provision of the Supplier's Finance Monitor Services intended for applicants for and recipients of funding, and to the use of the content made available through them.
- 1.2 In addition to these Special Terms and Conditions, the General Terms of Service apply to the use of the services. In the event of any conflict between these Special Terms and Conditions and the General Terms and Conditions of Service, these Special Terms and Conditions shall take precedence.

1. CONTENT OF THE SERVICE

- 1.1 The current content of the Service, service descriptions, service types and modules available for subscription, and the prices applicable to them are available from the Supplier on request.
- 1.2 Depending on the type of subscription, the Customer can use the Service to compile and report information relating to their operations to companies that provide financing and use the Finance Monitor Service. The information reported may relate, for example, to the sustainability of operations and the Customer's financial situation.
- 1.3 The Customer's Data in the Service consists of the information entered into the Service by the Customer.
- 1.4 The Customer manages the disclosure of the Customer's Data within the Service in accordance with the functionalities provided by the Service.

2. PERSONAL DATA AND DATA PROTECTION

- 2.1 The Customer is the data controller for the personal data processed in their Service account. The Supplier processes personal data stored in the Service as a data processor in the manner agreed in these Special Terms and Conditions and the Terms and Conditions for the Processing of Personal Data.
- 2.2 Data subjects are the natural persons featured in the Customer's Data. The types of personal data processed in the Service are determined by the information reported to the Customer in the Service at any given time.

3. RIGHT OF USE

- 3.1 The Customer is granted the right to use the Service in accordance with Section 4 of the General Terms of Service.
- 3.1 The Customer and the recipient of the Customer's Data shall, where necessary, agree separately on the right to use the Customer's Data.

4. DELETION OF DATA

- 4.1 Upon termination of the Agreement, the Supplier shall delete the Customer's Data in accordance with clause 17.5 of the General Terms of Service.
- 4.2 The Customer acknowledges that, following the termination of the Agreement, the Customer's Data may remain in the possession of the party to whom the Customer has disclosed it via the Service.