

Table of contents

General Terms and Conditions of Use	2
Special Terms and Condition concerning Processing of Personal Data (Data Processing Agreement)	6
Special Terms and Conditions concerning Ilmoita Service and Valttikortti Service	10
Special Terms and Conditions concerning the Building Site Register Service	15
Special Terms and Conditions concerning Taitorekisteri Service	18
Special Terms and Conditions concerning Report PRO Service (added on 15.04.2019)	21

1. General

These general terms and conditions of use shall govern the use of online services provided and maintained by Vastuu Group Ltd (hereinafter referred to as Supplier). The terms and conditions of use shall also govern use of the content and materials provided through the online services unless otherwise stipulated or agreed with respect to some service.

An enterprise (hereinafter referred to as the User) using the services must agree to be bound by these terms and conditions of use in order to be able to use Supplier's services. Acceptance of these terms and conditions shall not discharge the User from a possible further obligation to agree to special terms and conditions governing each service.

2. Use of and registration for the service

For an agreement on use of Supplier online services to arise between the User and Supplier, the User must: 1) create user access codes for the service by furnishing Supplier with the necessary personal and other details and the enterprise details required for use, 2) agree to be bound by these general terms and conditions of use and by the special terms and conditions governing each service, and 3) agree Supplier online service authentication via an e-mail address or in some other manner specified by Supplier. When registering into the service the User must also appoint an enterprise-specific main user(s) for the services, who shall be entitled to receive, create and administer the user privileges of the client enterprise and its employees on the service.

Supplier shall be entitled to check the User's credit record when the User first registers for the service or when the User orders new Supplier online services. Supplier shall be entitled to prevent use of paid services by the User if the credit record reveals overdue payments, or if the said measure is justified on other legitimate grounds.

3. Liability of the service provider

Supplier shall not be liable to the User or to any third party for:

- any errors in data sources
- any errors or shortcomings contained in services
- direct or consequential loss or damage caused by the accuracy or currency of information contained in the service or by the use or interpretation of such information
- the applicability or suitability of services for the User's intended purpose
- uninterrupted, timely and fault-free operation of services
- technical faults arising in services, interruptions due to servicing or installation work, or any downtime of data communication links or the Internet, or for the consequent alteration or disappearance of information contained in the services or other information, or for data communication problems, disruptions or downtime due to third parties.

This limitation of liability shall not apply when the loss or damage was caused intentionally or by gross negligence.

4. Availability and modification of services

While offering no guarantee that services will be continuously available, Supplier shall seek to ensure that the services remain available without interruption.

Supplier shall be entitled to modify the content, operation and terms and conditions of use of services to enhance the services or for some other reason deemed justified by Supplier. For the sake of clarity, it is stipulated that Supplier shall always be entitled to interrupt the said service on account of its modification or revision, or for technical reasons pertaining to the service, for reconditioning, installation or servicing work on the data communication network, for some other similar reason, or where so required by statute or other official regulation. Downtime shall be announced in advance on the website where possible.

The User is aware that third parties beyond the control of Supplier (such as banks, insurance companies and public authorities) may modify their own services and service prices, and that this may affect the content, implementation and price of a service provided by Supplier. Supplier undertakes to give the User reasonable

prior notice of service and price changes arising from such third party amendments where possible. The User is nevertheless aware that the effectiveness of the service provided by Supplier may depend on modifications and decisions made by such third parties, and that changes due to such factors will take effect immediately.

5. User's right to use the service and materials therein

The User shall be granted the right to use Supplier online services for its own internal use in accordance with these terms and conditions of use and the special terms and conditions governing each service.

Unless otherwise agreed in special terms and conditions, the User shall be entitled to download material from the service and to print and copy this material for its own in-house use. The User shall comply with the applicable data protection legislation¹ when User is processing material obtained from the service. The User shall always be entitled to use the material when complying with the Finnish Act on the Contractor's Obligations and Liability when Work is Contracted Out² (e.g. by attaching reports to bids submitted by the User) or uses materials for the purposes expressly referred to in the special terms and conditions governing the service. The User shall nevertheless have no other right to release material obtained through the service to a third party, nor to publish the content or any part thereof by distribution, transmission, presentation or public display without the prior written consent of Supplier or some other rightsholder.

Supplier shall be entitled to prevent use of the service where there is justified cause to suspect that the service is being used in a manner that is contrary to its purpose or to the terms and conditions, or otherwise in a manner that is unlawful or contrary to good custom.

6. User name and password

The User shall be responsible for keeping its user name and password in confidence, and for ensuring that they are not disclosed to outsiders. The User shall be liable for use occurring under its own credentials, and for any costs or charges so caused.

The User shall be required to notify Supplier of any loss of its user name or password, or of their disclosure to any third party. The said notification shall be e-mailed to customerservice@vastuugroup.fi. The User's liability for use of the service shall cease on receiving an acknowledgement of the said notification from Supplier.

Supplier shall be entitled to change the User's user name or password, and any other credentials that may be required for using the service, where this is necessary for technical reasons or on some other grounds that Supplier considers to be justified. Supplier shall not be liable to pay compensation for modifying such credentials.

7. Personal data

The User shall furnish Supplier with the necessary personal and other details and enterprise details required for use. The User shall be required to notify Supplier of changes in these details.

The User may process personal data and other information made available in the service in full compliance with the applicable laws, Supplier's terms and conditions and the privacy notices of Supplier's services.

Supplier shall be entitled to process and disclose or transfer information and personal data provided to the service by the User in accordance with the applicable laws. Supplier's terms and conditions and in the manner described in the privacy notices. Supplier may collect anonymized statistical data on use of services and service use indicators for service development and maintenance, and for the purpose of developing new services.

The User's personal data shall be recorded in the Supplier's customer register. Supplier shall not transfer information from the customer register to third parties otherwise than as specified in the special terms and conditions of the service and in the privacy notice.

¹ Data protection legislation shall mean as of 25th May 2018 European Union General Data Protection Regulation (679/2016) and applicable national data protection legislation and orders of the data protection authorities.

² Laki tilaajan selvitysvelvollisuudesta ja vastuusta ulkopuolista työvoimaa käytettäessä, no. 1233 of 2006, referred to herein as the Contractor's Liability Act.

In an event User's use of the service results in creation of a customer specific register where the User is considered to be the controller of the data file and Supplier is a processor, Supplier's Special terms and condition concerning processing of personal data shall apply in addition to these special terms and Supplier's General terms and conditions of use.

The User shall maintain all information that the User has entered into the service up to date and accurate. The User shall be responsible for ensuring that any data in the service concerning User's own employees is up to date and accurate and that any incorrect, defective, obsolete or outdated data is corrected or removed upon employee's request. Supplier takes care of the maintenance of other data in cooperation of the controller of such data, if Supplier is not the controller.

8. Data security

Supplier shall ensure that all appropriate technical and organisational measures are use in the service to protect personal data and confidential customer information.

9. Hardware, software and connections

The User shall be liable for procuring the hardware, software and network connections that it uses for accessing the service, and for their functionality and associated costs. The said resources may not disturb or otherwise inconvenience the service or other network users.

The User is aware that no online environment or service provides total data security. The User shall be liable for appropriately managing information security and data protection of its own information systems.

10. Service fees

Use of services shall be conditional on payment of the service charge or other charge notified with respect to each service.

Contractor liability reports on enterprises subscribing to the Reliable Partner programme are provided free of charge from the report service. Fees are charged for reports on other enterprises.

Supplier reserves the right to change the prices and pricing criteria of services by issuing one month's prior notice of the change via the service user interface. The current prices and pricing criteria shall be displayed on the Supplier website at all times.

11. Payment

The User shall be required to pay the fee charged for payable services when invoiced or in some other manner designated by Supplier. Annual fees shall always be invoiced in advance for the 12 months following the date of subscribing to the service. Other fees shall be invoiced in the manner indicated in the service description, either on the date of subscribing to the service or in arrears for an invoicing period stipulated in the service description.

The invoice shall fall due for payment 14 days after the invoicing date. The invoice must be paid on or before the due date. Supplier shall be entitled to collect delay penalty interest on delayed payments reckoned as of the due date in accordance with the Interest Act³. Supplier shall be entitled to charge its listed reminder price to cover the associated costs of processing reminders. Supplier shall also be entitled to charge reasonable invoice collection costs or to assign the invoice for collection by another company.

Supplier shall be entitled to block the User's access to the service if a remittance is overdue and has not been paid within two (2) weeks of sending a reminder. Supplier shall be entitled to collect reasonable compensation for reopening the service.

³ Korkolaki, no. 633 of 1982.

12. Liability for loss or damage

The User shall be liable for compensation for the direct loss or damage arising from use of the service in a manner that is contrary to these general terms and conditions of use, to the special terms and conditions of a service, or from use that is contrary to some other agreement or statute.

Supplier shall have no liability to compensate for any direct or consequential loss or damage caused to the User by using services unless Supplier caused the said loss or damage wilfully or by gross negligence. The liability of Supplier to compensate the User for loss or damage shall nevertheless be limited in all cases to not more than the total service fees received from the said User over the six months preceding the event that caused the loss or damage.

13. Force majeure

Force majeure shall discharge Supplier from its duties with respect to the service in the event that the said force majeure prevents or unreasonably impedes some performance pertaining to the service. Examples of force majeure shall include fire, earthquake, flood, explosion, strike or other stoppage of work, regulations of public authorities, disruption of energy supplies, shortage of raw materials or accessories, disruption of cable or other data communications caused by or arising from outside factors, or other comparable causes that were not foreseen and that could not reasonably have been forestalled.

Supplier shall announce force majeure on its website immediately after it arises if such an announcement is possible.

14. Validity

Unless otherwise agreed in special terms and conditions, the User shall be entitled to terminate a service agreement in writing at any time and for any or no reason. Supplier shall be entitled to terminate a service agreement by notifying the User in writing one (1) month before the termination takes effect. Either party may rescind this agreement with immediate effect in cases of gross breach of contract.

Supplier shall also be entitled to suspend the provision of services to a User that has acted in an unlawful manner or infringed these general terms and conditions of use or the special terms and conditions governing services. Supplier shall have no duty on termination of the agreement to refund any fees paid by the User.

15. Amendment of terms and conditions of use

Supplier shall be entitled to amend these general terms and conditions of use and any service-specific terms and conditions by announcing the amendments on the service website one (1) month before they take effect. The User shall approve the amendments by continuing to use the services.

16. Assignment of rights and duties

The User shall have no authority to assign its right to use services or any agreement concluded concerning the services to a third party without the written consent of Supplier.

Supplier shall be entitled to assign the services or an individual service (including maintenance and its associated duties and liabilities) and any other agreement concluded concerning the services to a third party.

17. Settlement of disputes

All disputes pertaining to the contractual relationship between Supplier and the User, to the services and their use, or to the terms and conditions of use shall be settled at the District Court of Helsinki.

18. Applicable law

The contractual relationship between Supplier and the User and the terms and conditions of use shall be governed by the laws of Finland.

1. Scope

These special terms and conditions shall apply when Vastuu Group Ltd (“Supplier”) processes personal data on behalf of the User (who is the controller) when Supplier provides the following SaaS services (“Services”) to the User:

- Ilmoita service (employee register)
- Building Site Register (building site specific register that is used for to the Finnish regulatory reporting within construction sector)
- Valvoja service (personal data included in the supplier monitoring lists)
- SignSpace (users of the organisation account and their content)
- other subsequently agreed services where the User is the controller of a data file

When using these Services the User acts as the controller and Supplier acts as the processor of personal data acting on behalf of the controller. In addition to these special terms and conditions, Supplier’s General terms and conditions together with the special terms and condition of each Service shall apply. In case of discrepancy between these special terms and conditions and the Supplier’s General terms and conditions, these special terms and conditions shall take precedence.

2. Definitions

“Personal data” means any information relating to an identified or identifiable living natural person.

“Processing” means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Controller” means anyone who alone or jointly with others determines the purposes and means of the processing of personal data

“Processor” means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.

“Agreement” means the agreement between the User and Supplier on the provision of the Services including applicable Supplier’s General terms and conditions and the specific terms and conditions of applying to each Service.

“Data protection legislation” means the General Data Protection Regulation (679/2016) of the European Union, any other applicable national data protection provisions, and any regulations and instructions issued by the data protection authorities.

3. Nature and purpose of processing

Supplier shall process Controller’s personal data as follows:

3.1 Scope and duration of processing

Supplier acting as a Processor processes Controller’s personal data that is stored in the Services set out in section 1. Supplier will process personal data as long as Controller is using each Service. Upon termination or expiry of the Agreement Supplier shall cease processing personal data and return or delete personal data in the manner described in the special terms and conditions of each Service.

3.2 Nature and purpose of processing

Supplier shall process Controller’s personal data in order to provide the Services to its customers. In the course of the provision of the Services Supplier will process personal data for the purposes of delivery of the Services,

billing, customer support, prevention and investigation of errors or misuse of the Services, measuring quality and performance of the Services and for the further development of the Services.

In the course of delivery of the Services Supplier will collect log files on the use of the Services and will process collected log files for the above listed purposes. Supplier is the controller of the log files.

3.3 Types of personal data and categories of data subjects

Types of personal data and categories of data subjects are described in the special terms and conditions of each Service.

4. Controller's responsibilities and rights

4.1 Controller shall take all necessary measures to ensure that Controller acts in full compliance of the data protection legislation when Controller transfers processing of personal data to Supplier. Controller shall particularly ensure that they will add into their employee register only persons who have valid employment, trainee or director relationship with Controller and that Controller deletes from its employee register without delay the person when such relationship with Controller has terminated.

4.2 Controller has the right to give binding written instructions to Supplier on the processing of personal. Unless otherwise agreed, the parties shall consider Controller's binding written instructions to be that Supplier provides the Services in accordance with the Agreement and at the time valid service descriptions. Supplier shall have the right to terminate the Agreement, if Controller orders in its binding written instructions measures that are not technically feasible or if Controller refuses to compensate the costs of taking such measures.

5. Processor's responsibilities and rights

5.1 Supplier shall process personal data in compliance with data protection legislation and in accordance with the Agreement and Controller's binding written instructions. Supplier shall notify Controller without delay if Supplier considers that Controller's instructions infringe the data protection legislation.

5.2 Supplier shall keep Controller's personal data confidential and not to disclose the personal data to any third parties or in any other way use the personal data in contradiction with the Agreement. Supplier shall also ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

5.3 Supplier shall implement all appropriate technical and organisational measures necessary in order to combat and protect personal data against unauthorised or unlawful processing and protect personal data against unintentional loss, change, destruction or damage.

5.4 Supplier shall assist Controller (taking into consideration the nature of processing) by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Controller's obligation to respond to and to fulfil requests from data subjects exercising their rights laid down in Chapter III of the GDPR. If Supplier has made available an online service for the data subjects to review and access their personal data, Controller authorises Supplier to respond on behalf of Controller to data subject's requests to review and access their own personal data.

5.5 Supplier shall assist Controller to assist Controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR (implement security measures, manage personal data breaches, conduct data privacy impact assessments and participate in prior consultations with the supervisory authority) taking into account the nature of the processing and the information available to Supplier.

5.6 Supplier shall make available to Controller all information necessary for Controller to demonstrate its compliance with the obligations of a controller.

5.7 Supplier shall without delay inform the customer of all requirements and inquiries made by the data subjects or data protection authorities concerning Controller's processing of personal data.

6. Audit

6.1 Controller has the right, at its own cost, to audit Supplier's and its sub-processor's compliance with these special terms and conditions concerning processing of personal data. Unless otherwise agreed, Controller

shall appoint an independent third-party expert as an auditor. The auditor cannot be Supplier's competitor. Supplier has the right to reject an auditor that does not meet this criteria.

6.2 Controller shall notify Supplier of the audit no less than two weeks in advance. The auditor shall commit to confidentiality prior commencement of the audit. The level of confidentiality obligations shall be at least the same as agreed in the Agreement.

6.3 Supplier shall participate in the audit at its own cost.

7. Location of personal data

7.1 Supplier shall be entitled to transfer personal data freely within the European Union or the European Economic Area in order to provide the Services. Controller is entitled to receive information from Supplier at any time on location where personal data is processed.

7.2 Supplier shall not transfer Controller's personal data outside the European Economic Area otherwise as set out in the Agreement without Controller's prior written consent.

8. Sub-processors

8.1 Controller grants Supplier a general authorisation to engage sub-processors located within the European Economic Area when Supplier delivers the Services to Controller. Supplier undertakes to make a written agreement on the processing of personal data with each sub-processor so that the sub-processor is obliged to fulfill at least the same level of obligation as those set out for Supplier in this document.

8.2 Controller is entitled to receive information of sub-processors used by Supplier from time to time and any changes that Supplier makes in the use of sub-processors. If Controller does not accept a change in the sub-processors, Controller shall have the right to terminate agreement concerning the Service with immediate effects.

9. Maintenance, deletion and return of personal data

9.1 During the term of the Agreement Controller shall be responsible for maintenance of its personal data and deletion of any unnecessary data. During the term of the Agreement Supplier may not delete Controller's personal data otherwise as set out in the special terms and conditions of the Service without Controller's explicit request for such deletion. However, Supplier may on its own initiative during its normal service maintenance operations correct any obvious errors in data such as erroneous country codes for telephone numbers. Supplier shall notify Controller in writing of any performed corrections.

9.2 At the termination of the Agreement Supplier either returns or deletes Controller's personal data in the manner as described in the special terms and conditions for each Service.

10. Records of processing activities

Supplier shall keep available to Controller Supplier's records of processing activities when acting as Processor.

11. Service fees

Supplier shall be entitled to charge Controller in accordance with Supplier's valid services price list for the tasks Supplier has performed at Controller's request pursuant to these special terms and conditions to the extent the performance of such task is not included in the standard services fees for the Service in question.

12. Liabilities

12.1 Either party's liability towards the other party for damages arising from processing of personal data shall be limited in aggregate to the sum that equals 20% of the service fees (excluding VAT) the User has paid to Supplier for the Service or part of Service during the past 12 months.

12.2 Neither party shall be liable for any indirect damages.

12.3 This limitation of liability shall not apply to damages caused by wilful act or gross negligence.

13. Contact persons

Controller shall provide Supplier with the name and contact details of the person(s) within their organisation being responsible for Controller's processing of personal data and data protection.

Contact information of Supplier's Data Protection Officer:

Email: dpo@vastuugroup.fi

Mail address: Vastuu Group Ltd
Data Protection Officer
Tarvonsalmenkatu 17 B
02600 Espoo
Finland

1. Scope

These special terms and conditions apply to the Ilmoita service and the Valti card service (the “Services”) provided by Vastuu Group Ltd (“Supplier”) and to the use of any content provided through the Services. The use of the Services is also subject to Supplier’s general terms and conditions of use and the special terms and conditions for the processing of personal data, which are supplemented by these special terms and conditions. If any discrepancies arise or are found between these special terms and conditions, Supplier’s general terms and conditions of use, or the special terms and conditions for the processing of personal data, these special terms and conditions shall take precedence.

2. Ilmoita service

2.1 Scope of the Ilmoita service

Ilmoita is a free service for employer companies in the construction sector to transfer employer and employee data in an electronic format to the personal data files of the purchaser of the work, the main contractor of the building site, or some other administrator of the work site. The Service can be used e.g. for collecting and transferring employee and employer data to main contractors that use Supplier’s work site register or a similar third-party system to be used by the main contractor in preparing and submitting the employee reports required by the Act on Taxation Procedure to the Finnish Tax Administration of persons working at the building site.

The employer can use the Ilmoita service for ordering additional billable services (such as Valti cards or ePerehdytys certificates) for their employees and for submitting notifications to the Finnish occupational health and safety authority on posting workers to Finland as set out in Section 7 of the Finnish Act on Posting Workers (447/2016). The notification function collects the following basic information from the work site register, using the building site ID provided by the User: the identification details and contact information of the contractor, the builder and the main contractor, and the location where the work is to be performed. The contractor, the builder and the main contractor of the building site have the right to view all notifications submitted by the User that are linked to the building site ID together with the employee data that was used as a basis for calculating the estimated number of posted workers specified in the notification. The User is responsible for checking and correcting any information provided in the notification drafts and is also responsible for the correctness and accuracy of the notifications sent by the User through the Service. Supplier only acts as the technical intermediary of the notifications.

The Ilmoita service is compatible with the complementary Valti card and Taito Competence Register services, which are subject to a separate fee. Qualification data supported by the Taito Competence Register (e.g. ePerehdytys certificate within the Finnish construction industry) are added automatically to the employee data of employees that the employer has entered into the service. Supplier receives such competence data electronically from the third party that grants or maintains the said qualifications.

2.2 Processing of personal data within the Ilmoita service

Use of the Ilmoita service results in the creation of an employer specific employee register within the Service. The employer is the controller of this data file. Supplier processes the personal data saved in the employee register as a processor acting on behalf of the controller in accordance with these special terms and conditions and the special terms and conditions for the processing of personal data.

The controller processes, in the Ilmoita service, the personal and employment data of its own employees to be able to transfer this personal data through the Service to third parties in order to fulfil its statutory and contractual notification liabilities of a controller in the manner described in the terms and conditions of the Services. The controller can also process personal data in order to purchase additional services from Supplier that are subject to a separate fee, such as Valti cards or ePerehdytys training services.

Data subjects of the employee register are employees, officers, unpaid voluntary workers, or independent workers, or trainees working for the employer.

The personal data processed in the Service include the following categories of personal data, depending on the service components selected by the employer:

- name
- identity number, tax number, date of birth

- registration status in the tax number register of the Finnish Tax Administration
- photograph
- nature of employment
- employer's name, business ID, contact details, and the name and contact details of the company's representative
- country of residence
- nationality
- telephone number
- email address
- address in the country of residence
- ePerehdytys subscription status
- Valtti card status
- the last verification date of personal data
- employee's status as a posted worker and details of the related A1 certificate (subject to a separate agreement)

In addition, the above information may be linked to data contained in Supplier's Valtti card register and the Taito Competence Register.

2.3 Transfer of employee data

The User can transfer the personal data of the User's own employees to business partners through the Service for the following purposes:

- preparation of a list of persons working at the construction site pursuant to section 52b of the Occupational Safety Act (738/2002)
- verification of the validity of the photographic ID required at the construction site pursuant to section 52b of the Occupational Safety Act (738/2002)
- implementation of worksite orientation required by the Occupational Safety Act (738/2002) and all other measures required from the main contractor in order to ensure and promote safety at work;
- preparation of monthly employee reports to the Finnish Tax Administration as required by section 15 b of the Tax Procedure Act (1558/1995)
- fulfilment of all other statutory or contractual obligations of the party
- implementation of access control at the construction site or other work site
- verification of qualifications of a person participating in worksite orientation at the construction site or other work site
- verification of the validity of qualifications required for a work task
- ensuring compliance with occupational safety regulations
- supervision at the construction site or other work site
- ensuring compliance with the party's own quality, operating or similar systems
- ensuring compliance with contracts of contractors or independent workers operating at the partner's building site or other work site
- other purposes subject to the data subject's explicit consent.

When personal data is transferred to the personal data file of another controller, interfaces provided by Supplier shall be used for the transfer and the contractual relationship between the employer and the second controller and the purpose for which the data is to be used must be verified e.g. by means of Valtti card credentials.

The employer must ensure that they have the sufficient rights to save the personal data of their employees into the Service and to transfer such data to business partners as set out in this document and the privacy notice of the Service.

The employer must ensure that all data that they enter into the Ilmoita service is correct and up-to-date, particularly data concerning the employee's employment. The employer may not enter into the service, as their own employees, persons who are employed by a subcontractor, partner, or a third party.

2.4 Maintaining and deleting personal data

Employers using the Ilmoita service must keep the data contained in their employee register within the service up to date. The employer must, at Supplier's request and at least once in every 12 months, verify in the Service that the employment of each employee included in the employee register is still valid and that their personal data is correct.

The employer authorises and instructs Supplier to enter employees the employer has added to the Ilmoita service into the tax number register of the Finnish Tax Administration, to verify at a regular interval that they are included in the tax number register, and to automatically re-enter them into the tax number register when the employer has within the past 24 months verified that the employment and personal data are up to date in the Service.

The employer authorises and instructs Supplier to automatically delete employees from the employee register and to deactivate their Valtti cards when the employer has not within the past 24 months verified the validity of their employment and the correctness of their personal data contained in the employee register. Supplier will remind the employer in good time beforehand of the need to verify the employee data contained in the employer register through the user interface of the Service. Supplier will also send a verification request to the contact person email address provided by the employer in the Ilmoita service, or when no contact person has been specified, to the email address of any other named user. Supplier will send a data verification request by email no later than 30 days before the automatic deletion of employee data and deactivation of the Valtti card. The request states that unless the employer verifies the data by the date specified in the request, employee data will be deleted and the Valtti card of the employee will be deactivated automatically.

If the employer repeatedly neglects their duty to maintain the data contained in their employee register and to ensure that the said data is up to date, Supplier has the right to terminate the employer's right to use the Ilmoita service, delete the data contained in the employer company's employee register, and to deactivate all valid Valtti cards ordered by the employer, if the employer fails to correct their neglect within 30 days from the date that Supplier sent an email request to do so. The request will be sent to the contact person email address that the employer has specified in the Service, or if no contact person has been specified, to the email address of any named user.

During the use of the service, the employer is responsible for maintaining the data saved in their employee register and for entering the end of each employment into the register. If the employer discontinues their operations without marking the employment relationships as having ended, Supplier can do this on its own initiative.

Employment and personal data of each former employee will be stored in the service for the minimum of 18 months, which is the time during which users of the service that acted as the main contractor can make correction notifications in the employee reports they have submitted to the Finnish Tax Administration.

Once the employment relationship has ended, the employment and personal data of the employee can be stored in the work site register of the main contractor that uses Supplier's work site register services, for as long as the information concerned is needed for the purposes mentioned above by other users. The minimum data storage period in accordance with the Taxation Procedure Act (1558/1995) is six years from the end of the year when the building site was completed.

3. The Valtti card

The Valtti card is a photographic identification card for use at building sites, in accordance with the Occupational Safety and Health Act. Valtti cards can only be issued to persons who are registered with the tax number register of the Finnish Tax Administration at the time the card is ordered.

There can be two cards in the card package: The Valtti smartcard and the photographic identification card required at worksites. The Valtti smartcard is based on RFID technology. All information printed on the card is stored in an electronic format in Supplier's Valtti card register. Third parties may retrieve Valtti card data for use at a building site or another work site for the purposes set out in section 2.3. The Valtti card register contains at least the following information: name, photograph, and tax number of the employee; name and business ID of the employer company; expiry date, number, and other identifiers of the card; the standard template; and the status of the card.

The Valtti card package is available as a basic version and a business group version. The business group version features pre-printed card blanks and the ability to add proprietary applications on the smartcard. Deployment of the business group version requires a separate agreement with Supplier.

The technical features of the cards are described in the valid user guide.

4. Ordering Valtti cards

Ordering Valtti cards requires that the User has registered with the the service. Valtti card packages can only be ordered as a self-service by persons who have access to a strong electronic identification service that is accepted by Supplier. Supplier will separately specify the manner of delivering Valtti cards outside Finland.

The User must enter and check the details of their employees on the Ilmoita service before ordering Valtti cards. The User is responsible for ensuring that the details on the ordered cards are correct and include no typographical errors.

The standard Valtti card package is usually delivered within 14 days. Card packages will be sent by post to the delivery address in Finland that has been provided by the User in the order.

5. Approval of delivery

The User must notify Supplier of any defects in the Valtti card package in writing and without undue delay. The User must specify the defect and describe it in more detail if requested by Supplier.

The delivery of cards shall be deemed approved: (i) if the User does not report any defects in writing within fourteen (14) days of the said delivery, (ii) if the User explicitly approves of the delivery, or (iii) when Supplier has rectified defects due to Supplier that prevented approval and were reported by the User in the manner described in the above and by the set time limit, or (iv) when the User has started using the card. Whichever of the above is the earliest shall apply.

Defects that do not materially impair the use of the card shall constitute no impediment to approving the delivery. The User must notify Supplier without undue delay if a card fails to comply with the order or is otherwise defective by emailing to customerservice@vastuugroup.fi. Supplier grants to each card a limited three-month warranty as of the order date. The warranty covers the renewal of the card in case of a chip malfunction or other technical fault in the card.

6. Validity, deactivation, and renewal of a Valtti card

The maximum validity period is marked on the Valtti card. After expiry, the card can be renewed by ordering a new card package and paying the associated fee. The employer must deactivate the card without undue delay when the employee's employment ends or the card is lost. Deactivated cards must be destroyed in a secure manner, e.g. by shredding.

Supplier can deactivate a Valtti card issued to an employee without a preliminary notice if the employer that ordered the card has not verified the correctness of the employee's employment and personal data in the Ilmoita service within the past 24 months, or if the employee has been removed from the tax number register of the Finnish Tax Administration. A deactivated Valtti card cannot be reactivated.

Supplier shall be entitled to deactivate, without an advance notice, Valtti cards that contain incorrect or incomplete information or have been used in a manner contrary to the terms and conditions of the card. Supplier has the right to deactivate all Valtti cards issued to the employer's employees if the employer has neglected their duty to maintain the data contained in their employee register in a manner described in section 2.4.

7. Right to use a Valtti card

The User shall be entitled to use Valtti cards issued to their employees and the electronic card database associated with the Valtti smartcard in their own in-house business operations for the purposes specified in section 2.3 and during the validity period indicated on the card on condition that the employment and personal data specified on the card or entered into the electronic card database or other registers are valid and the card is only used by the employee to whom the card was issued.

The User shall also have a non-exclusive and non-transferrable right to use the Valtti smartcard and the software included therein for the validity period of the card. The User shall have no right to copy, make or commission modifications to the cards or smartcard software, or to reverse engineer, decompile or otherwise attempt to extract the source code from the software on the smartcard. Copyright and other intellectual property rights to the smartcard software, the electronic card database and their documentation shall remain the property of Supplier or of its licensors.

The User shall have no right to use the cards and electronic card database for providing them or the information therein as a service to third parties. The user shall have no right to surrender the cards or the information in the electronic card database to a third party except where expressly permitted under these special terms and conditions or in the user guide documentation for the smartcard.

8. Special terms and conditions of business group cards

A User seeking to conclude a business group agreement on Valtti cards with Supplier must ensure that it has the right to sign the agreement on behalf of all the designated group companies. The User must confirm the group companies to be covered by the agreement by completing a form specifying the name and business ID of each group company, together with the name and contact details of their contact person.

The User and the group companies that the User represents must approve the combining of group company data within Supplier's services in order to enhance their availability. This means that the group companies will have access to one another's employer and employee details and other information on the service.

Where agreed, the group companies covered by the agreement will also have the right to install their own applications and application data on the smartcards, such as locking and details of meals, parking spaces, and gates. Uploading data onto the card will require a second chip and an encryption key supplied by Supplier for the use of the group. The group companies shall be responsible for their own applications and their use, as Supplier will only be unaware of the applications installed on the card by Supplier. Supplier shall be in no way liable for the operation and storage of such applications and application data on the smartcard.

The price of the group card service will depend on the number of card blanks and Valtti cards ordered and on the chosen manner of delivery in accordance with the valid price list.

A group enterprise will be entitled to order cards through the Supplier online service. Supplier will send the cards by post to the delivery address that the group company has reported electronically to Supplier. The minimum number of card packages included in the group order is 1,000. The printing house will create specific card blanks for the group companies, and the cards will be made by using these. The Valtti card order process consists of two stages:

- (i) In the preparation stage, card blanks matching the graphic design of the Group are created. This stage includes designing, approving, pre-printing and printing of the card blanks. The delivery period is within about 4-6 weeks of placing the order. Creation of card blanks requires the User to supply the requested materials in accordance with printing house guidelines. The User is responsible for its own card quality control (spelling, design, colour schemes, etc.) with respect to card blank printing.
- (ii) The ordering stage. Processing of orders may begin when the printing house serving as subcontractor to Supplier has indicated the end of the manufacturing stage. No further modifications may be made to the card blanks at this stage, and all group enterprise cards will be based on the same card blank. Cards may during the ordering stage be ordered within the limits of standard delivery times. The estimated delivery time is 3-7 weekdays. While issuing no binding undertaking to comply with this delivery time, Supplier and its subcontractor shall endeavour to supply cards within the said delivery time limits.

The printing house will indicate when less than 300 card blanks remain in stock. The User must decide at this point whether to order more card blanks. The minimum order is for 1,000 card blanks. The delivery period is about 1 month.

1. Scope

These special terms and conditions shall govern the Building Site Register service (“Service”, in Finnish “Työmaarekisteri”) provided by Vastuu Group Ltd (“Supplier”) and the use of any content provided through the Service. Use of the Service shall be governed by these special terms and conditions together with the Special terms and conditions concerning processing of personal data and Supplier’s General terms and conditions. These special terms and conditions shall prevail in the event of any conflict between these special terms and conditions and Supplier’s General terms and conditions of use or Special terms and conditions concerning processing of personal data.

2. Content of the service

Building Site Register includes several services associated with the Occupational Safety and Health Act⁴, the Act on Tax Numbers and the Construction Industry Tax Number Register⁵, the Taxation Procedure Act⁶, and the Act on the Contractor’s Obligations and Liability when Work is Contracted Out⁷.

The content and technical requirements of the Service are set out in the current service description. Supplier may use subcontractors to provide the service.

3. Processing of personal data at the Building Site Register service

In the course of the use of the Service the User will create in the Service its own building site specific register. The User is the controller of this data file. Supplier processes User’s personal data as a processor acting on behalf of the controller in accordance with these special terms and conditions and the Special terms and conditions concerning processing of personal data.

Data subjects are persons who are working at User’s building site where the User acts as a general contractor. Categories of personal data include the following data depending on the service components used by the controller:

- name
- person ID or tax number and date of birth
- information on registration in the tax number register
- type of employment
- employer name, company number, address, representative and contact details
- country of residence
- nationality
- phone number
- email address
- address at the country of residence
- Valtti card information
- Competence information
- access rights at the building site
- time stamps collected from access control system

Supplier records users personal data in Supplier’s customer register. Privacy notices of the Service and Supplier’s customer register are available at Supplier’s website.

⁴ Työturvallisuuslaki, no. 738 of 2002.

⁵ Laki veronumerosta ja rakennusalan veronumerorekisteristä, no 1231 of 2011 (referred to herein as the Tax Number Act).

⁶ Laki verotusmenettelystä, no. 1558 of 1995.

⁷ Laki tilaajan selvitysvelvollisuudesta ja vastuusta ulkopuolista työvoimaa käytettäessä, no. 1233 of 2006, referred to herein as the Contractor’s Liability Act

4. User's authorisation to the service provider

By creating user names for the service and approving these special terms and conditions, the User authorises Supplier to:

- use a technical connection to establish an electronic building site register on the User's behalf
- verify the accuracy of details provided by the User in consultation with the Finnish Tax Administration
- disclose employee and enterprise details held in the personal data file to other users of the Service that are entitled to receive employee details pursuant to the Tax Number Act or to an associated Act
- report contract and personal data to the Finnish Tax Administration in accordance with the Taxation Procedure Act (requires a separate service agreement), and
- maintain the list of individuals and orientation details required under the Occupational Safety and Health Act (requires a separate service agreement).

The User shall ensure that it has sufficient rights and lawful purposes:

- to obtain and process personal data under applicable laws collected from the employer and employer's employees; and
- disclose personal data of employees to other users of the Service.

For the sake of clarity, it is stipulated that the duties of Supplier shall afford it access to individual personal data, and that Supplier shall be entitled to process this information when ensuring the accuracy of service operations, correcting information, transferring information to the Finnish Tax Administration, and assisting in official requests based on mandatory legislation.

5. User's right to use the service and materials therein

The User shall be entitled to use the Service and process personal data transmitted through the Service for the following purposes:

- preparation of the employee list at the construction site pursuant to the Occupational Safety Act 52b§;
- verification of the validity of the picture ID required at the construction site pursuant to the Occupational Safety Act 52b§;
- performance of employee inductions at the construction site as set out in the Occupational Safety Act and taking care of all other required activities for the ensuring and promoting safety at work
- preparation of monthly employee reports to the Finnish Tax Administration (Verotusmenettelylaki 15b§)
- compliance against other legal or contractual obligations;
- access control at the construction site or other work site;
- verification of professional competences of a person being inducted at the construction site or other work site;
- verification of professional competences that are required for a work task;
- ensuring compliance against occupational safety regulations;
- direction of the work at the construction site or work site;
- ensuring contracting party's compliance against contractual terms or applicable quality, operative or similar standards; and
- upon data subject's explicit consent for other purposes.

The User shall have no right to release material obtained through the Service to a third party, nor to publish the content or any part thereof by distribution, transmission, presentation or public display without the prior written consent of Supplier or some other proprietor. The User shall have no right to prepare or commission the preparation of reproductions (copies) of content from the Service.

6. Service provider's right to process and transfer information

Supplier shall process and transfer information uploaded to the Service only for providing the Service to users in accordance with the Agreement and for the purposes of billing of the Service, customer support, error correction, measuring quality and performance of the Service, further development of the Service and for the purposes of preventing and combating abuse of the Service. Supplier shall have no right to use information uploaded to the Service otherwise than in the cases specified in these special terms and conditions.

Supplier shall also be entitled to disclose information uploaded to the Service without the consent of the User in order to comply with its statutory obligations and pursuant to a lawful official request from a public authority.

7. Liability of the service provider

Supplier shall only serve as a recording and information transfer service for details collected by enterprises using the Service pursuant to the Tax Number Act and associated Acts to the extent specified in these special terms and conditions, and shall accordingly not be liable for any faults or interruptions in the service, errors or omissions in the information contained therein, or for any direct or consequential loss or damage so caused to the User, to employees, or to third parties.

8. Termination of the service

The User shall be entitled to terminate the service agreement in writing at any time and for any or no reason.

Supplier shall be entitled to terminate a service agreement by notifying the User in writing one (1) month before the termination takes effect. Supplier shall also be entitled to rescind the service agreement with immediate effect on the service if the user infringes these special terms and conditions or the general terms and conditions of use of Supplier.

9. Deletion of information from the service

Upon termination of the Agreement the User has right to request that information stored in the Building Site Register shall be deleted within reasonable time period of User's written request. During the term of the Agreement the User may delete any information that becomes obsolete. Supplier will assist User in such deletion. If the organisation that was a User has ceased its business operations, Supplier will delete the information later six years has passed from the end of the year during which the organisation ceased its business operations.

1. Scope

These terms and conditions for Taito Competence Register service (hereinafter “the Service”) shall apply to the Competence Register service provided by Vastuu Group Ltd (“Supplier”) and the use of the content available through the Service. In addition to these special terms and conditions, the Service shall be subject to the General terms of use provided by Supplier. These special terms and conditions complement what is provided in the General terms and conditions. If these special terms and conditions are in conflict with the General terms and conditions, these special terms and conditions shall take precedence.

In these special terms and conditions, “user” shall refer to a company that has entered into an agreement with Supplier on the use of Taito Competence Register or another service using the data contained in Taito Competence Register service. “Employer” shall refer to a user who uses the Service to manage their employees’ competence information and share this information with other users and third parties.

2. Content of the Service

Taito Competence Register is an additional service intended for employers in the construction sector in particular. It complements the Building Site Register and Ilmoita services provided by Supplier in a manner that enables an employer to: (i) collect, verify, monitor and maintain their employees’ professional competence information and share this information by (ii) providing their employees with the Valttikortti card, which enables third parties to read their professional competence information using a card reader application compatible with the Service, (iii) authorising their contract partners to access the professional competence information, and (iv) sharing their employees’ professional competence information, by means of entries in the Building Site Register service, with other automatically identified users, such as client companies, or the main implementing parties or construction companies operating on a joint construction site, to ensure that statutory and contractual obligations are fulfilled and to ensure safety at work. The professional competence information contained in the Service can be viewed using applications provided by Supplier or third parties included in its partnership programme. Such applications either read the Valttikortti card presented by an employee and retrieve their information from the Service using their Valttikortti credentials or retrieve their information from the Service through an interface provided by Supplier, using credentials authorised to retrieve the employee’s information.

The Service contains employees’ professional competence information that has been entered into the Service by the employer, as well as such professional competence information provided and maintained by third parties that is supported by the Service at any given time and is entered into the information for an employee included in the Ilmoita service directly by the third party that granted the qualification or maintains the competence information.

As part of the Service, the total number of valid professional qualifications held by the employees of an employer that is published in the Service by category shall be published free of charge in the Zeckit.fi service provided by Supplier and in other corporate information services provided by Supplier and/or its partners that make use of the information contained in the Zeckit.fi service.

The content and technical requirements of the Service are described in the service description of the Competence Register service as it stands at any given time. Supplier may use subcontractors to provide the service.

3. Changes

The services shall be provided using Supplier’s delivery models, methods and data communications connections, which Supplier shall be entitled to change in accordance with its general terms of use. Supplier’s delivery models and methods shall belong exclusively to Supplier and/or its subcontractors. No rights to these shall be granted to the user.

The user shall be aware that third parties independent of Supplier (such as parties providing occupational safety cards and competence certificates and the authorities granting statutory professional qualifications) may make changes to their services and prices that may affect the content, implementation and price of the Service provided by Supplier. Supplier shall agree to inform the user about any changes in the service and prices that arise from changes implemented by third parties, as far as possible, within reasonable time in advance via the

user interface of the Service. However, the user shall be aware that the functionality of the Service provided by Supplier may depend on such changes and decisions implemented by third parties, and the changes arising from them shall take immediate effect.

4. General obligations of the service provider

Supplier shall provide the Service to the employer and other users in an expert, professional manner and in accordance with the service description as it stands at any given time. However, Supplier shall not be responsible for ensuring that the Service is uninterrupted or free from errors. If deviations are detected in the Service, the user shall immediately inform Supplier about this in writing. Supplier shall restore the Service to comply with the agreement without undue delay.

5. Personal data to be collected

The employer may use the Service to store its employees' professional competence information and data concerning the validity of this information, as well as any other information required by the Service. Third parties that grant or administer professional qualifications can transfer professional competence information directly in the Service or verify validity of reported professional competences when the data subject has provided her/his consent for registering such professional competence in Taito Competence Register.

Supplier is the controller of the Taito Competence Register. Supplier processes personal data registered in the Service in the manner set out in the privacy notice of the Service.

6. Employer's authorisation to the service provider

By creating user credentials for the Service and approving these terms and conditions, the employer shall authorise Supplier

- to check the accuracy and validity of certain competence information provided by the employer, in cooperation with parties that grant or monitor professional qualifications;
- to transfer an employee's competence information that has been entered into the Taito Competence Register to other users of the Service who are, based on current laws, entitled or obligated to receive such information or who are, based on an agreement made with the employer, entitled to check competence information related to the employer's employees;
- to disclose, based on a single or mass transfer request, information entered into the register to the Finnish authorities responsible for the implementation and monitoring of the Act on the Contractor's Obligations and Liability when Work is Contracted Out, or laws concerning occupational health and safety or taxation, and for the elimination of the shadow economy.

The employer shall be responsible for ensuring that they have sufficient rights to:

- to record professional competence information of an employee into the register; and
- to disclose and transfer such information within the Service to other users of the Service, and to third parties.

7. User's right to use the Service and the material contained therein

The employer shall be entitled to access the Service for internal use in accordance with these special terms and conditions and the privacy notice of the Service.

Other users shall be entitled to process the professional competence information of employer's employees for the following purposes:

- verification of professional competences of a person being inducted at the construction site or other work site;
- verification of professional competences that are required for a work task;
- ensuring compliance against occupational safety regulations;
- direction of the work at the construction site or work site; and
- ensuring contracting party's compliance against contractual terms or applicable quality, operative or similar standards.

The user shall be entitled to store material included in the Service on a systems controlled by them, and to print and copy such material, only for the purposes provided in above. With regard to processing of the material acquired from the Service, the user shall comply with the obligations provided in the data protection legislation as they stand at any given time.

The user shall not be entitled to otherwise transfer any material acquired from the Service to a third party or disclose it to the public by way of distribution, transfer, presentation or display, unless specifically permitted to do so by Supplier or another licence holder in writing in advance. The user shall not be entitled to make copies or have copies made of the content or databases of the Service.

Supplier shall be entitled to prevent the Service from being used if it has justified reasons to believe that the Service is being used against its purpose or the current legislation. The user shall be liable for any damages arising from their violation of these special terms and conditions, the general terms of use provided by Supplier, or the law.

8. Service provider's right to process and disclose information

Supplier shall process the information stored in the Service only for purposes related to providing the users with the Service. Supplier shall not be entitled to use the information stored in the Service in ways other than those described in these special terms and conditions and the privacy notice.

Supplier shall be entitled to disclose the information entered into Taito Competence Register to other users and third parties in accordance with what is described in these special terms and conditions and the privacy notice. In addition, Supplier shall be entitled to disclose information entered into the Service to fulfil its statutory obligations and requests made by the authorities based on the legislation, without consent from the employer or another user.

Furthermore, Supplier shall be entitled to combine the information stored in the Service about an employee with information entered into the Service in another context (e.g. special work permits) to the extent that it is related to the user's right to check information concerning the employee, in the capacity of an employer or client or in another role, based on the legislation concerning the construction sector or other legislation.

9. Prices and terms of payment

Supplier shall charge for the usage of the Service in accordance with the price list as it stands at any given time. The term of payment shall be 14 days from the invoice date. Penalty interest shall be charged in accordance with the Interest Act.

10. Termination of the Service

Either party shall be entitled to terminate the agreement concerning Taito Competence Register service with 30 days' notice. The agreement must be terminated in writing to the other party. The User's main user may also terminate the agreement on the website of the Service. Either party shall be entitled to terminate the agreement with immediate effect, without notice, if the other party is in material breach of the agreement. However, if the violation of the agreement can be corrected, the requirement for immediate termination shall be that the party in breach of the agreement has not corrected their violation of the contract within 30 days of having been requested to do so by the other party in writing. When the contract is terminated, Supplier shall not be obligated to return any service fees that have been paid.

Employer's right to access Taito Competence Register shall cease to exist when the Agreement is terminated.

1. General

These terms and conditions are applied to the Report PRO service (“Service”) provided by Vastuu Group Ltd (“Supplier”). These special terms and conditions supplement Supplier’s general terms and conditions of use and the special terms and conditions for the processing of personal data. If there are conflicts between the special terms and conditions, Supplier’s general terms and conditions, and other special terms and conditions, these special terms and conditions shall principally take precedence.

The Report PRO service is business ID specific, i.e. the user right cannot be shared between group companies unless the user has signed a separate group level contract. However, the number of users within any one organisation that has been identified by using a business ID/company registration number is not restricted.

2. Content of the service

Report PRO is subject to an annual fee. All Reliable Partner reports (“Reports”) of Finnish and Estonian companies that have been retrieved by using the credentials of the user are saved into the service for the duration of the user’s Report PRO subscription. The price of the service shall be based on Supplier’s valid pricelist at the time of invoicing and is invoiced annually in advance.

The retrieved Reports will remain available for as long as the user’s Report PRO subscription remains valid. The subscription can be terminated to end with immediate effect without a notice period directly in the Service. When the subscription ends, all Reports that the user has retrieved will be permanently deleted from the Service. Supplier has no liability to store any materials saved by the user in the Service after the subscription has ended. Supplier has no liability to refund any part of the annual fee if the user terminates the Service to end before the end of the paid subscription period.

3. Personal data processing

When the Report PRO service is used, a user-specific list of retrieved Reports is created in the Service. The user is the controller of personal data included in this list. Supplier processes the personal data saved on the report list as a processor on behalf of the controller in accordance with these special terms and conditions and the special terms and conditions for the processing of personal data.

The user can remove selected Reports from the report list. Based on section 5 of the Act on the Contractor's Obligations and Liability when Work is Contracted Out (1233/2006), the minimum storage period of reports acquired by the client is two years from the date on which the work that the contract concerns has ended.

Data subjects included in the report list are the responsible persons specified in the trade register extracts of target companies and communities referred to in the retrieved Reports.

Types of personal data: personal data contained in the trade register extract, including the name, date of birth, nationality, domicile, and position in the company.