

# Information services

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## INFORMATION SERVICES

### 1 General

These terms shall apply to Agreements issued for Information services ("Service") produced by Posti Oy ("Posti") to its customers.

In this document "Agreement" refers to a written Agreement including its appendices issued by the Parties for the Service delivery.

The Service delivery is always based on the Agreement between Customer and Posti. By accepting the Agreement, the Customer accepts these General Terms as binding part of the Agreement. Having entered into force, the Agreement is the only document relating to the subject of the Agreement to be applied between the Parties. It replaces all tenders, agreements, negotiations, and correspondence as well as other documents drafted by the Parties or oral statements made before or after entering into force of the Agreement relating to the subject of the Agreement.

In this document "Customer" refers to the contracting customer who signed the Agreement but also its subsidiaries or units using the Service. Customer shall inform these user customers of the terms and conditions of the Agreement and its changes. Customer shall be responsible for the use of the Service by these user customers.

### 2. Service

The Service is defined in more detail in the Agreement and its other appendices and in the documentation describing the Service and its technical characteristics published by Posti on its webpages as may be changed from time to time.

Posti will produce the Service in a professional manner and diligently using its system-, interface- and other technologies as well as production environments and service and delivery models and methods. Posti shall commence its Service production upon the Agreement entering into force or, if necessary, after finalized Service implementation.

Posti may at any time make changes to its Services, the prerequisites of the Service production and these General Terms. Posti will inform Customer of these changes on Posti's web-page in good time, however latest one (1) month before the intended implementation of these changes. In case Customer does not want to accept a change in the Service; it may terminate the Agreement as of the date the Service change is implemented.

### 3. Service use

In accordance with the Agreement, Customer will receive the following rights to use the Service defined in the Agreement:

- Customer is granted a right to use the Service defined in the Agreement during validity of the Agreement. This usage right contains a non-exclusive right to contact the Service via remote connection using Customer's user ids, load and process Customer data in the Service and use functionalities contained in the Service in accordance with the service description
- Posti will create Customer the necessary user ids with which the users defined by the Customer may use the Service during the validity of the Agreement. Customer is allowed to use the Service only with the user ids given by Posti. Users shall not share user ids or give them to any third parties. Posti has the right to trust that any information, instructions or service requests received from users using Customer's user ids originate from users empowered by Customer. Posti has the right to presume that the latest Customer's contact information and email address, which Posti has received from Customer are valid.
- Customer has the right to use the Service only to Customer's own business. All sales and distribution of the Service and the applications in the Service in any form is strictly prohibited. The indirect use of the Service by Customer's own customers is not however regarded as this kind of prohibited use.
- Customer shall not load or feed to the Service any data (i) the loading, use or possession of which is illegal, (ii) malware or (iii) any other information which may be harmful to the functionalities of the Service. In case Customer is in breach of these obligations, Posti has the right, without hearing the Customer, to remove and destroy this kind of illegal or harmful data from the Service.

- Customer shall ensure that (i) the Customer data loaded in the Service is in the form defined in the Service documentation, (ii) the users are adequately trained to the use and functionalities of the Service, and (iii) Customer shall not connect to the Service any software, data or equipment which is detrimental or harmful to the Service. Customer shall itself load all Customer data in the Service and make all necessary changes to its own internal system interfaces and internal processes so that the use of the Service is possible. Customer shall at its own cost make sure that Customer's systems support the use of the Service and changes made to its production.

Customer shall use the Service in accordance with the written user instructions and user information given by Posti. The service descriptions published by Posti on its web-pages or otherwise and all descriptions connected to those further describe the Service functionalities and pricing models used.

Customer shall provide Posti with necessary documentation, data and/or information that may be necessary to Posti's fulfillment of its obligations according to the Agreement. Customer shall be responsible for the accuracy of these. Posti is not responsible to investigate or correct these documentation, data and/or information. Customer shall without delay inform Posti of any changes in these documentation, data and/or information.

Customer is responsible for the provision of a data connection between Customer and Posti up to the agreed server/communication port.

#### 4. Suspension of services

Posti has the right to suspend the performance of the Services due for example to installations of or changes or maintenance to the Services. Posti shall ensure that the said suspension takes no longer than necessary or that it takes place, if possible, outside Posti's normal office hours.

Posti shall notify Customer in good time in advance of these suspensions of the Services on its web-pages. Posti shall not be liable to compensate any potential damage incurred by Customer due to said suspensions.

Posti may suspend the Service in case it is obvious that through the Service such data or material is transferred that it may endanger data security or cause disturbance to the communication network, connections or the availability of the Service.

In case of any delay in payment for more than two (2) weeks after Posti's request for payment, Posti may, in addition to any other consequences of such a delay, also suspend the provision of the Services until Customer has paid in full all payments due.

#### 5. Pricing and invoicing

The applied prices are defined in the Agreement or in Posti's valid price list. Posti shall add valid value added tax and other applicable taxes and charges defined in the Agreement or resulting from legislation or other official measures to the prices.

Posti shall invoice the Service monthly in arrears in accordance with the monthly usage or realization, however at least the minimum charges defined in the Agreement. Posti shall begin invoicing the Service charges from the month following the Service in production month. The invoicing of Service charges will end at the end of the month during which the Agreement ends.

The term of payment for Posti's invoices is fourteen (14) days net calculated from the date of the invoice unless another term of payment is agreed in writing with Customer. Customer shall make any claims concerning invoices within seven (7) days from receipt of the invoice and in any case before the due date thereof. No claim shall entitle Customer to delay the payment of the indisputable part of the invoice with the term of payment of the invoice.

Posti shall charge Customer interest for possibly delayed payments in accordance with the Finnish Interest Act. Posti shall charge Customer collection charges each time an invoice is collected by Posti.

Posti shall be entitled to revise the prices once per calendar year. Any price changes shall come into force three (3) months from the Customer's receipt of Posti's written notice thereof on its web-pages or separately to the Customer. If the Customer does not accept the proposed price change, the Customer may terminate the Agreement on the date the price revision comes to force by informing Posti thereof in writing.

Notwithstanding anything stated to the contrary, Posti shall always be entitled to revise the prices in the Agreement when and to the extent the change results from changes in laws, regulations or decisions of relevant authorities. These price changes are made on the date these changes come into force. Posti endeavors to notify Customer beforehand of any such price changes and effective date for the change.

## 6. Posti responsibilities

Posti ensures that it has the right to offer the Service to Customer in accordance with the Agreement.

During validity of the Agreement Posti will make, within support services included in the Service, all commercially reasonable measures to ensure that the Service is available to the Customer essentially as described in the service description. A prerequisite for this is however that (a) Customer always uses the Service in accordance with Posti's user- and other instructions, (b) Customer informs all errors it has detected in the Service to Posti without delay and latest within ten (10) days after detecting the error, (c) Customer has not loaded or connected to the Service any software, data or data source which is harmful to the functions of the Service, (d) interfaces of the Service to the Customer's own systems and/or third party service provider's systems are made with clearly defined and documented interfaces using errorless integration code.

In addition to the responsibilities described above in this clause 6 Posti does not give any other warranties to the Service, its support services or the end results of the use of the Service. Posti offers the Service on an as-is basis without any separate warranty for fitness of the Service to any Customer requirements or that the Service is error-free or uninterrupted or that the Service is available uninterrupted. Posti does not warrant that it is possible to return the Customer data in Posti systems from back-up copies until the situation which existed before the error situation.

Posti is entitled to use subcontractors in the provision of the Services. Posti is responsible for the actions of its subcontractors as

Posti would be for its own actions. However Posti's responsibility for errors in or attributable to systems, programs or services that have been provided by subcontractor is limited to the same responsibility that this subcontractor assumes towards Posti.

In addition to subcontractors, the provision of Customer's Service solution may include products and/or services of Posti's partners.

Posti's partners are directly responsible to Customer for their products and/or services; Posti shall not be responsible towards Customer for the products and/or services of its partners or possible errors in them or the damages caused by them. Posti is however responsible for ensuring that the products and/or services of Posti's partners are compatible with Posti's Service and for managing the Service solution defined in the Agreement in accordance with the agreements Posti has made with its partners.

## 7. Customer responsibilities

Customer is solely responsible for the contents of the Customer data or data under Customer responsibility placed in Posti systems during use of the Service. This also includes the responsibility to follow all legal requirements connected to this data including data protection laws and all instructions or orders based on it.

Customer shall ensure that Customer and users use the Service only in accordance with the Agreement and to lawful purposes.

Customer shall ensure that its users use the Service only with the user ids created to Customer and that the user ids and passwords are not dealt between users.

Customer is responsible for the actions of its subcontractors and service providers as Customer would be for its own actions. Using the Service may require purchasing additional services from third party service providers. These kind of additional services are not included in the Service unless they are separately defined in the Agreement.

Customer is responsible for arranging and maintaining adequate data security and data protection of its own systems, data connections etc.

## 8. Customer data

With regards to personal data which comes to Posti possession during use of the Service, Customer shall be regarded as the personal data controller on behalf of and instructed by whom Posti acts as the processor of this personal data with the following exception:

- Posti has the right to collect, use and disclose Customer data derived from the use of the Service for developing Posti services, create new services and for analysis, research and statistical purposes. This kind of Customer data use is done so that Customer or Customer data cannot be connected to Customer, Customer's customers or users or Customer data; this is done for example so that the data is used only after having been made anonymous or as collections and/or Customer data is combined with information Posti has received from other sources.

Customer shall ensure that it has a right to manage personal data in manner or format used in the Service.

Posti undertakes to process personal data included in Customer data in accordance with data protection legislation in force in Finland, the regulations and instructions based on this legislation, Customer's instructions and the Agreement. Parties shall take the technical and organizational measures needed to protect personal data from unauthorized access, destruction or distortion in accordance with the applicable data protection requirements.

In order to allow Posti to produce Customers with effective Services, Posti may from time to time transfer personal data to its business partner companies in the EU or outside the EU in accordance with EU Commission's model data protection clauses and the applicable data protection requirements. These transfers do not imply any restriction to Posti's data protection and confidentiality which will be fully applicable.

In order to ensure legal protection of processing of personal data outside EU in conjunction with the production of the Services when Customer is the data controller, Customer hereby authorises Posti to enter in Customer's name into Data Processing agreements with its business partner companies on the basis of the EU Commission's model data protection clauses and in accordance with the applicable data protection requirements.

## 9 Data security

Posti's information security models and practices are followed in the Service provision. Posti's information security is in line with and developed in accordance with common principles taking into consideration the technological model used to provide the Service.

Posti shall act diligently in Service production to prevent unauthorized use or distortion of Customer data.

The Parties shall use all reasonable measures to ensure adequate data security of their systems, and that their systems do not contain any harmful elements or malware or other such properties that may cause damage to the other Party.

## 10 Confidentiality

The Parties shall keep confidential the Agreement, Agreement terms and any information concerning the other Party, their customers their business operations or relationships, and any other information and material regarded as confidential, including, but not limited to any material and information provided by the Parties in connection with the production or use of the Services.

The obligations set out above will not apply to information which

- Is in the public domain at the time of disclosure or later becomes part of the public domain through no fault of the receiving

Party; or

- Was created or rightfully known by the receiving Party prior to disclosure by the disclosing Party; or
- Is disclosed to the receiving Party by a third party who did not require confidentiality obligation; or
- Was independently developed by the receiving Party without the disclosing Party's confidential information.

The Parties shall not reveal any confidential information or material to a third party without the written consent of the other Party.

However, Posti may distribute on a need to know basis materials and information required for the production of the Services to companies within Posti Group and to its subcontractors ensuring that the materials and information will be kept confidential and will not be used except for the purposes for which the distribution is made.

This confidentiality obligation shall remain in effect for two (2) years after the termination of the Agreement unless the applicable legislation or governmental decrees require a longer period.

Despite what has been stated above, Posti shall be entitled to use Customer's name and logo in Posti's marketing as a user of the services based on these General Terms. The terms and conditions of other reference use is agreed separately with the Customer in writing.

## 11. Intellectual property rights

Posti shall retain all rights, including, but not limited to proprietary rights, copyright and other intellectual property rights, to the Services and the related material and computer programs. Customer has the right to use the Services and material related to the Services only in accordance with the Agreement.

Customer shall not (i) modify, copy or create derivative works based on the Service; (ii) frame or mirror any content forming part of the Service; or (iii) access the Service in order to build a competitive service, or copy any ideas, features, functions or graphics of the Service.

Customer shall retain all rights, including, but not limited to proprietary rights, copyright and other intellectual property rights, to Customer data. Posti has the right to use Customer data only in accordance with the Agreement and these General Terms.

In case Posti or Customer during the validity of the Agreement present one another suggestions, feedback or the like connected to the other Party's service or data, the rights to these suggestions, feedback or the like and to the measures taken based on them belong to the

Party who owns the rights to the service or data or the like to which these suggestions, feedback or the like is connected with.

Both Parties ensure that they have acquired all of the intellectual property rights and licensing rights necessary for the production and use of the Services. Each Party shall procure and uphold all intellectual property rights and licensing rights relating to the use of any third party material, which may be necessary for the provision or use of the Services.

Either Party shall at its cost defend, indemnify and hold the other Party harmless against any loss, damage or costs (including reasonable attorney's fees) incurred in connection with claims, demands or suits made or brought against either Party by a third party alleging that the use or production of the Service (i) is in breach of third parties' rights under applicable data protection laws and regulations; or (ii) that the production or use of the Service or Customer data as contemplated hereunder infringes the intellectual property rights of a third party or otherwise harms a third party. This responsibility requires that the other Party (a) promptly gives written notice of these actions to the other

Party; and (b) gives that Party sole control of the defense and settlement; and (c) provides to the other Party all reasonable assistance.

This clause 11 covers all of the Party's responsibilities connected to intellectual property rights and all responsibilities connected to liabilities for damages for infringement of third party intellectual property rights by the Service or the use thereof.

## 12 Liabilities

Each Party's liability for direct damage, regardless of the actual extent of the damage, caused by a material breach of the

Agreement is restricted to a one (1) month Service charge of the Service effected at the time the damage occurs. The total amount does not however exceed three (3) month's Service fees during a calendar year.

Neither Party shall be liable under the Agreement for any consequential or indirect damage (as for example lost profits or business or savings, loss of interest, loss of image) or loss to a third party.

Neither Party shall be liable for any damage caused by the acts and omissions of the other Party, a third party (not including Party's subcontractors) or the authorities.

Neither Party shall be liable for any damage (including loss of data or changes in data) caused by technical faults, disturbances, maintenance or installation of cloud services, data communication, data communication networks, information systems or system connections or any similar reasons.

The limitations of liability provided above shall not apply to breaches of confidentiality, to IPR indemnification or in cases of intentional misconduct or gross negligence.

All claims based on this Agreement shall be presented by Customer to Posti in writing within three (3) months of the date when the Customer becomes aware or should have become aware of the grounds for its claim. This clause 12 sets out the entire financial liability of Posti to Customer under the Agreement.

### 13 Force majeure

The Parties shall be released from adhering to their obligations under the Agreement and liability for damages in force majeure circumstances, such as a strike, a lockout, boycott, blockades, accidents, actions taken by the authorities and other circumstances which the Parties have been unable to avoid and whose consequences they have been unable to prevent without unreasonable cost or unreasonable waste of time.

Posti will aim at producing the Services defined in the Agreement as well as possible also in these exceptional circumstances. Posti has the right to prioritize Service production in force majeure situations to enforce or safeguard its legal obligations, functions of the society, health and public safety etc.

The Party affected shall use all reasonable means to prevent and minimize the effects caused by the force majeure event.

### 14 Term and termination

If not otherwise agreed in the Agreement, the Agreement shall be valid, after signature by both Parties, until further notice. Either Party may terminate the Agreement at will in writing at six (6) months' notice calculated from the end of the notice month.

Either Party has the right to terminate the Agreement by notifying the other Party thereof in writing without being entitled to demand any compensation for damages, if it has become evident that the effectuation of the Agreement will be delayed or prevented, due to a force majeure event, for more than one (1) month.

Either Party shall have the right to terminate the Agreement with immediate effect through written notice

- In the event of a material breach of the Agreement by the other Party unless the breaching Party rectifies the situation within thirty (30) days of the receipt of written notice thereof;
- A Party files for bankruptcy or submits an application for financial restructuring, or an application has been submitted for a Party to be declared bankrupt or subjected to restructuring. Termination after filing of bankruptcy requires that the bankrupt's estate has not notified within a reasonable period of time defined by the other Party that it will be bound by the Agreement and it has provided sufficient collateral thereto;
- A Party applies for a public summons for its creditors, or an authority has declared a Party unable to fulfill its obligations under the terms of the Agreement.

Upon termination of the Agreement for any reason, the Customer's right to use the Service shall end immediately; further either Party shall immediately return to the other Party all its data and material on a technical method separately agreed by the Parties and destroy any copies and parts thereof it has obtained unless law or official decrees require otherwise or as separately agreed in the Agreement.



In the event of termination of the Agreement, for whatever reason, Customer may transfer Service provision to a new service provider appointed by the Customer. Posti shall provide in these situations termination assistance professionally and with reasonable time schedule. Such termination assistance service is subject to payment of applicable fees according to Posti's then-current price list.

#### 15 Assignment and modifications

The Parties are not entitled to assign or transfer the Agreement or part of it without the other Party's written consent. The use of a subcontractor is not considered as assignment of the Agreement.

Posti is however entitled to transfer the Agreement or part of it without the consent of Customer to a subsidiary of Posti or any company belonging to Posti Group by informing about it to Customer in writing. Posti also has the right to assign the Agreement partly or totally to a third party in case of merger or acquisition. Use of a subcontractor is not regarded as transfer of Agreement.

Changes and modifications to the Agreement are only made with a written change agreement signed by both Parties. A later change shall override a previous change unless otherwise agreed when making the change agreement.

#### 16 Applicable law and settlement of disputes

The Agreement shall be governed by the laws of Finland excluding the choice of law stipulations. Both Parties shall abide to the applicable legislation when using or producing the Service.

Any disputes between the Parties shall primarily be resolved through mutual negotiations. If agreement cannot be reached in these negotiations, the disputes shall be finally resolved by arbitration by one (1) arbitrator, and the rules of the Arbitration Board of the International Chamber of Commerce shall be observed in the procedure. The procedure shall take place in Helsinki in the English language.

#### 17 Corporate responsibility

17.1 Posti Group and its companies support the UN Global Compact Principles. These principles also form the basis for Posti Group codes of conduct. Posti Group also has a separate Supplier Code of Conduct, which requires the Posti Group suppliers to work on an equivalent level with Posti Group and its companies. Current versions of Posti Group codes of conduct are available at [www.posti.com](http://www.posti.com). Posti

Group Oyj reports the fulfillment of the corporate responsibility in accordance with the GRI instructions with Posti Group Oyj annual report; information of the report is available at [www.posti.com](http://www.posti.com).