



Product Terms for Target Group Services

March 1, 2025

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Product Terms for Target Group Services

1. General

1.1 Scope of application and applicable terms

These Product Terms shall be applicable to Posti Distribution Ltd's (business ID: 0109357–9) (hereinafter "Posti") Target Group Services ("Services") as of March 1, 2025. The Services are available to corporate and organizational customers, and their use requires a customer relationship with Posti.

In addition to the product terms, the Services are subject to the contract signed between Posti and the Customer as well as Posti's General Contract Terms ("General Contract Terms") for business customers.

1.2 Pricing principles

Each product and service shall be subject to product-specifically determined pricing principles, including:

- Basic extraction fee (one-time or monthly charge)
- Target group size, source data file and data content
- A one-time fee on the basis of additional services selected by the Customer or an hourly charge for expert work.

Posti shall be entitled to change prices on the grounds of price changes made by the source data file controller to the services ordered by the Customer, starting from the moment the source data file price change comes into effect.

1.3 Defects in the Service

The Service is considered defective if the Service materially deviates from the order or from what has been promised in the product terms. Posti's liability is determined according to the General Contract Terms.

Posti and its information provision partners do not guarantee that the information is completely free of errors and assume no liability for damage caused by errors or shortcomings in the information. Information owned by third parties and supplied by Posti is used in the Service, and Posti cannot reasonably verify that it is accurate and up-to-date. The information shall be supplied at each time "as is" and "as available", and Posti or the information provision partners shall not assume liability for any errors or deficiencies in the information or any consequences thereof.

Posti or the information provision partner shall have the right to erase or edit the information. Posti cannot be held responsible for the promised delivery time if Posti is unable to obtain information from the source data files due to a reason beyond Posti's control. Such reasons include, for instance, a service interruption or restriction in the user interface of the source data file's controller or in a corresponding service used for obtaining information. As far as possible, Posti shall inform the Customer in advance of any service interruptions or restrictions of which Posti is aware.

1.4 Submitting customer information to Posti

The Customer shall be responsible for submitting customer information appropriately in a secure manner, in the format determined by Posti and primarily using a secure connection. If the format of the material does not comply with Posti's specification, Posti may edit the material upon the Customer's request, subject to a separate charge.

The material is considered received and under Posti's responsibility once it has been transferred to a server maintained by Posti in the agreed format. Upon the Customer's request, Posti delivers an acknowledgment of the receipt of the material to an email address indicated by the Customer, subject to a separate charge.

1.5 Processing of customer information disclosed by the Customer at Posti

In connection with target group extraction, Posti may, for example, erase overlapping information (so-called weeding) in the Customer's own customer register or other data file, such as the prohibition register. In that case, the Customer must submit the data files to Posti using a secure, mutually agreed delivery method.

The Customer is the controller of all personal data included in the Customer's material for whom personal data are collected, and Posti is the technical processor of the personal data. The Customer shall ensure that they have the right to process their customers' personal data and transfer the data for processing by Posti in the format required by the use of the services.

The Customer shall ensure that the object and duration of processing personal data, the nature and purpose of the processing, the type of personal data and data subject groups, the Customer's rights and obligations as the controller, and the instructions for processing personal data derived from these are described in the contract as part of ordering and agreeing on the service in accordance with general data protection legislation.

Posti agrees to process the personal data in the Customer's material in its services according to the contract. The Customer's information shall not be used for any purposes other than for the provision of the agreed service. If the Customer submits new instructions for the processing of personal data after the signing of the agreement, they shall be considered change requests and shall affect the pricing of the service.

To protect the personal data from being processed against unauthorized processing, destruction or change, the Parties agree to take appropriate technical and organizational measures defined on the basis of the security level required in general data protection legislation, in a manner necessary in view of the optimization of their business. The data can only be accessed by specific predetermined persons who are bound by a non-disclosure obligation. Due to the cost-effectiveness requirement concerning the services, Posti reserves the right to consistently implement appropriate technical and organizational measures in its services, taking into consideration the essential needs that its customer groups or customer base may have based on general data protection legislation.

When serving as a processor of the Customer's personal data, Posti has the right to use a subcontractor who has been appointed in the product contract or its appendix or otherwise indicated to the Customer by Posti in the manner described below, in the processing of the Customer's personal data in accordance with the valid general data protection legislation. Posti shall inform the Customer of any changes to the subcontractors that it uses. Posti reserves the right to announce changes to its data protection practices and subcontractors on its website or through other electronic means so that the contact person or other representative appointed for the service by the Customer is informed of this and has access to such announcements.

Within thirty (30) days of having received the announcement of the change of subcontractor, the Customer may inform Posti in writing that it verifiably opposes the appointment of one or several of the subcontractors stated in the announcement, in which case Posti can notify the Customer of a price change that corresponds to the change in data processing costs that Posti incurs due to the Customer opposing the use of a subcontractor, or terminate the agreement to expire no earlier than thirty (30) days from the date on which Posti sent the written notice to the Customer. If the Customer does not indicate that it opposes the use of the subcontractors it has been notified of pursuant to this section, the Customer is considered to have accepted the use of the subcontractors in question. Posti is liable for the activity of its subcontractors as it is for its own activity.

In all cases, the requirement for disclosing and transferring data is that the companies processing the data have signed a contract with Posti that ensures the lawful processing of the data.

The personal data provided by the Customer is not transferred outside the European Union or the European Economic Area.

Posti stores the material provided by the Customer for six (6) months, after which Posti destroys the material in a way that is secure both from a technical and a physical point of view. Destroying does not apply to log details remaining at Posti or information that Posti must store due to the requirements of the source data file controller or Posti's own statutory responsibilities. Upon the Customer's request, Posti delivers a notification about the destruction of the file to an email address indicated by the Customer, subject to a separate charge.

1.6 Information delivery to the customer

The information is supplied to the Customer, to the printing or mailing company designated by the Customer or another service provider and approved by the source data file controller, such as a telemarketing company, in compliance with the rules set by the source data file controller and as agreed with the Customer. The material is regarded as supplied to the Customer once it has been transferred to a server maintained by Posti and is accessible to the Customer or once it has been delivered to a location agreed on with the Customer.

Upon the Customer's request, Posti will send an acknowledgment of the disclosure of the material to an email address provided by the Customer, subject to a separate charge. The Customer must submit a separate acknowledgment to Posti on the material having been destroyed after use pursuant to section 1.7.

1.7 Customer's obligations

In target group services, a person may be identified using a personal identity code or name and address. The Customer is obligated to ensure that they have a legal right to use personal identity codes in their data file.

Disclosing the data to a third party in any form is prohibited, unless separately agreed with Posti. The Customer shall be responsible for indicating the address source on the marketing material in accordance with service-specific terms. The Customer is responsible for ensuring that, after the right of use has expired, the information is destroyed immediately in a secure way. The Customer must inform Posti of the destruction of the information obtained from official registers in writing by, for example, sending an email to the address provided by Posti as well as by other means, if requested by Posti.

The Customer is responsible for the work phases of its own partners, such as printing and mailing companies, and obligated to inform such parties of the correct form of address source indications, the destruction of files and other rules concerning the correct use of information. The Customer is liable for the activity of its subcontractors as it is for its own activity.

1.8 Restrictions

On the basis of the submission of the data, the personal data will become part of the Customer's own personal data file and the Customer will be responsible for its use and the appropriateness of the use as the controller.

The Customer may use any information received through Posti's service for its business operations in accordance with the legislation applicable to personal data and only in the manner permitted by the controller of the source data file. Therefore, the Customer must, for example, fulfill the valid obligations and liabilities of a controller, including informing the data subjects, realizing the rights of data subjects and assuming responsibility for connecting the personal data with other information as well as the consequences of such use.

The Customer is also responsible for the printing and telemarketing company used by the Customer destroying the material in the appropriate manner after use. The Customer must comply with the terms set by the source data file controller that were communicated by Posti in connection with the order confirmation or the contract. Target groups may not be used to compete with Posti or its information provision partners.

The Customer has the right to use information extracted from the data files only once, unless expressly otherwise agreed with the Customer. Continuous use or permanent storage of information obtained for one-time use is prohibited. The Customer that has been authorized to use the information may not copy the contact details (i.e. form a new personal data file), disclose the information further, or store the information in any form after the right of use has expired. If the Customer is entitled to save the information in its own data file, Posti confirms this separately in connection with the delivery of the information.

The usage period of consumers' contact details is determined on the basis of the source data file and is specified in section 2.4 of this document.

No information may be deleted from a target group. The target group information may include the controller's or Posti's contact details intended for the supervision of the compliance with the specified terms (a control address or phone number). As a general rule, target groups are not sent directly to the Customer but, for example, to the party taking care of the mailing or a telemarketing company.

1.9 Penalty fees

1.9.1 Target groups extracted from the Population Information System

The Customer is obligated to pay a penalty fee to Posti for missing target group address source markings, incorrect address source markings, references to extraction criteria or actions in breach of the product terms. The penalty fee is charged for each error, and its amount is determined as a percentage of the value of the Customer's target group order. In the case of unauthorized use of information, the penalty fee is calculated on the basis of an estimated order price.

Penalty fees are determined as follows:

- Unauthorized use of information: 100%
- Referral to the extraction criteria: 75%
- Incorrect address source marking: 75%
- Incorrect notification of destruction: 75%

The penalty fee amount is determined on the basis of the invoiced value of the entire order even if the error concerned only a part of it. However, the minimum penalty fee is EUR 500/mailing.

1.9.2 Target groups extracted from other data files

Copying, storing, disclosing to third parties or reusing information supplied for one-time use without separate permission is prohibited and, as a result of a violation of this prohibition, the Customer is liable to pay Posti or the information provision partner a fine that equals five (5) times the price of the service ordered by the Customer, excluding VAT. However, this does not restrict Posti's or the information provision partner's right to claim compensation for potential damages caused by the violation of this prohibition.

2. Consumer target groups

2.1 Service description

In the consumer target group service, Posti supplies consumer contact details for the Customer's marketing communications or targets the Customer's own customer or marketing register at the desired type of recipients according to the criteria selected by the Customer.

Information provided by Posti is based on the databases used by Posti, as selected by the Customer, such as the Digital and Population Data Services Agency's Population Information System (VTJ), the Finnish Transport and Communications Agency's (Traficom) Transport Register, the consumer information in the service database of Suomen Asiakastieto Oy or Posti's customer register for electronic consumer services.

In addition to the aforementioned sources, other databases from which Posti has the right to supply information as either the owner or retailer of the data may be available. The obtaining of VTJ and Transport Register target group information requires permission from the authority in question. The extraction criteria and the right to use the information of these data files have been defined in the procedural rules of the authorities or in the disclosure terms of the source data file owner.

2.2 Service level agreement

The target group information ordered by the Customer is supplied within five weekdays of the permission given by the authority acting as the controller or from the moment Posti has received the target group information from another source data file controller, unless a different schedule has been separately agreed with the Customer.

2.3 Address source markings

The Customer understands and assumes responsibility for ensuring that direct marketing, distance selling and other direct advertising as well as any market research, opinion poll or another addressed delivery comparable to these for which the name and contact details of the recipient has been obtained from a personal data file, must indicate the name of the personal data file used, the data file's controller and said controller's contact information in accordance with the valid legislation. If one mailing uses several address sources, the sources must be indicated separately on each advertisement, identifying the data file used for the advertisement in question.

As a general rule, the address source should be stated inside the postal item. However, for items such as advertisements and magazines, the address source can be marked on top of the item in the recipient address field. For newspaper-type items, the address source marking must be placed in connection with the editorial office's contact information, in the recipient's address field or near the title of the publication.

2.3.1 Address information extracted from the Population Information System

When extracting names and addresses from the Population Information System (VTJ), the address source must be indicated in Finnish, Swedish or English as follows:

Osoitelähde: Väestötietojärjestelmä/Digi- ja väestötietovirasto.

Tietoja ei ole luovutettu kirjeen lähettäjän haltuun.

Tietojen tekninen toimitus: Posti Jakelu Oy, PL 7, 00011 POSTI

Adresskälla: Befolkningsdatasystemet/Myndigheten för Digitalisering och Befolkningsdata.

Personuppgifter har inte lämnats till avsändaren av detta brev.

Tekniskt förverkligande: Posti Distribution Ab, PB 7, 00011 POSTI

Address source: Population Information System/Digital and Population Data Services Agency

The information has not been disclosed to the sender of the letter.

Technical supplier of data: Posti Distribution Ltd, PO Box 7, 00011 POSTI

When targeting from the Population Information System, the address source must be marked in either Finnish or Swedish. When indicating the address source, the Customer must replace the text in italics with its own information:

Osoitelähde: *Yritys Oy:n asiakasrekisteri* kohdennettuna väestötietojärjestelmän tiedoilla:
Yritys Oy, PL x, 00000 XXX

Adresskälla: *Företag Abs kundregister* preciserat med befolkningsdata-systemets uppgifter.
Företag Ab, PB x, 00000 XXX

2.3.2 Address information extracted from the Transport Register

For addresses extracted from Traficom's Transport Register, the address source must be marked in Finnish or Swedish as follows. Information on the technical supplier of the data must also be provided in the address source marking.

Osoitelähde: Liikenneasioiden rekisteri, Liikenne- ja viestintävirasto Traficom, PL 320, 00059 TRAFICOM, puh. 029 534 5000.

Tietojen tekninen toimitus: Posti Jakelu Oy, PL 7, 00011 POSTI

Adresskälla: Trafik- och Transportregistret, Transport-, och kommunikationsverket Traficom, PB 320, 00059 TRAFICOM, tel. 029 534 5000.

Teknisk dataleverans: Posti Distribution Ab, PB 7, 00011 POSTI

When targeting from the Transport Register, the address source must be marked in either Finnish or Swedish. When indicating the address source, the Customer must replace the text in italics with its own information:

Osoitelähde: *Yritys Oy:n asiakasrekisteri* kohdennettuna Liikenne- ja viestintävirasto Traficommin tiedoilla.
Yritys Oy, PL x, 00000 XXX

Adresskälla: *Företag Abs kundregister* preciserat med Trafik- och Transportregistret uppgifter.
Företag Ab, PB x, 00000 XXX

2.3.3 Address information extracted from the service database of Suomen Asiakastieto Oy

The address source must be marked as follows in either Finnish or Swedish.

For the service database of Suomen Asiakastieto Oy in addressed direct marketing:

Osoitelähde: Suomen Asiakastieto Oy:n Palvelutietokannan kuluttajatiedot.
Suomen Asiakastieto Oy, PL 16, 00581 Helsinki

Adresskälla: Konsumentuppgifterna i Suomen Asiakastieto Oy:s servicedatabas
Suomen Asiakastieto Oy, PB 16, 00581 Helsingfors

For the service database of Suomen Asiakastieto Oy in telemarketing:

Osoitelähde: Suomen Asiakastieto Oy:n Palvelutietokannan kuluttajatiedot. Mikäli henkilö haluaa kieltää suoramarkkinoinnin, tulee hänen tehdä kielto ASML viralliseen kieltorekisteriin p. 0600 13404 (0,39 €/min+pvm, jonotus maksuton).

Adresskälla: Konsumentuppgifterna i Suomen Asiakastieto Oy:s servicedatabas. Om en person vill förbjuda direktmarknadsföring ska personen meddela ASML:s officiella förbudsregister förbudet per telefon 0600 13404 (0,39 €/min.+lna, det kostar ingenting att köa).

2.3.4. For address information extracted from Posti's customer register for electronic consumer services

The address source must be marked as follows in either Finnish or Swedish.

For Posti's customer register for electronic consumer services in addressed direct marketing:

Osoitelähde: Postin sähköisten kuluttajapalveluiden asiakasrekisteri.
Posti Jakelu Oy, PL 7, 00011 POSTI

Adresskälla: Kundregistret för Postis elektroniska konsumenttjänster.
Posti Distribution Ab, PB 7, 00011 POSTI

For target group extraction from, for example, the Population Information System:

Osoitelähde: Postin sähköisten kuluttajapalveluiden asiakasrekisteri kohdennettuna Väestötietojärjestelmän tiedoilla.
Posti Jakelu Oy, PL 7, 00011 POSTI

Adresskälla: Kundregistret för Postis elektroniska konsumenttjänster preciserat med uppgifter från befolkningsdatasystemet.
Posti Distribution Ab, PB 7, 00011 POSTI

For Posti's customer register for electronic consumer services in telemarketing:

Osoitelähde: Postin sähköisten kuluttajapalveluiden asiakasrekisteri. Markkinointilupia voi muuttaa sivulla: asiakastiedot.posti.fi tai tehdä telemarkkinointikiellon ASML:n viralliseen kieltorekisteriin p. 0600 13404 (0,39 €/min+pvm, jonotus maksuton).

Adresskälla: Kundregistret för Postis elektroniska konsumenttjänster. Marknadsföringstillstånden kan ändras på sidan: asiakastiedot.posti.fi eller genom att meddela förbud mot telemarknadsföring till ASML:s officiella förbudsregister tfn 0600 13404 (0,39 €/min.+lna, det kostar ingenting att köa).

Posti informs the Customer separately of the address source markings required by controllers of other consumer data files on a case-by-case basis.

2.4 Special terms and conditions related to consumer target groups

2.4.1 Special terms for target groups extracted from the Population Information System (VTJ) and the Vehicular and Driver Data Register (ATJ).

- The permitted uses are specified in the data access authorizations provided by the Digital and Population Data Services Agency or Traficom.
- The extracted data are delivered only to printing or mailing companies or telemarketing companies approved by the authority in advance.
- The usage period of target groups is two (2) months from the date of extraction until the recipients receive the marketing message. After this, the Customer is responsible for ensuring that the printing or mailing company or telemarketing company it uses destroys the data concerning the target group without delay and submits a separate acknowledgment on the information having been destroyed to Posti within one week of its destruction.
- The target group is intended for one-off use. If there is a need for repeat mailings for the target group within the two-month period of use, the number of repeat mailings must be stated immediately on the original order. All repeat mailings will be charged at once, and any unrealized repeat mailings will not be refunded afterwards.
- The target group extracted with the use of VTJ data can be stored for 6 months for reuse. The storage is subject to a charge and will be charged in connection with the first order. A separate permit must be applied for reuse, and each reuse will be charged separately.
- The criteria used for the extraction may not be referred to in any way in the materials to be mailed. When using information from Traficom for mailing, it must be taken into account that in addition to the name of the owner/possessor, the registration number or the manufacturing number of the vehicle must not be displayed on top of the item to be delivered. If the data in the authority's data file is used as the targeting data of other data files, the original address source must be mentioned in the information concerning the address source.
- The extraction criteria may also not be referred to in any way in telemarketing speeches.

2.4.2 Special terms and conditions related to target groups extracted from service database of Suomen Asiakastieto Oy:

- Target groups extracted from the service database of Suomen Asiakastieto may be used for telemarketing and addressed direct marketing. The usage period is two (2) months in the telecommunications target groups and 30 days from the time of extraction in posting.
- The data content supplied in telemarketing consists of the name, postal code, city and phone number. The data is disclosed to the telemarketing service company. The data content disclosed for a direct marketing letter campaign consists of names and addresses and the information is only disclosed to a printing or mailing company.

- Continuous use of data collected for campaign use is prohibited, as is storing it permanently in the Customer's or the Customer's subcontractor's systems. The data may also not be supplemented, subjected to further targeting or attached or saved to other databases as it is. However, the Customer may save the data (e.g. persons along with information about their organization) activated during the sales or marketing campaign to their own system. The Customer shall have unlimited access rights to this activated data.
- In all cases, the materials must be destroyed immediately after use.

2.4.3 Special terms for target groups extracted from Posti's customer register for electronic consumer services:

- Target groups extracted from Posti's customer register may be used for addressed direct marketing and telemarketing. The maximum usage period of the target groups is 30 days from the time of extraction.
- For addressed direct marketing, the information is only disclosed to a printing or mailing company.
- The data content to be supplied consists of first names, last names, addresses, postal codes and cities/municipalities.
- For telemarketing, the data content to be supplied consists of phone numbers, names, addresses and postal codes. The information is disclosed to a telemarketing service company or, if agreed upon separately, directly to the Customer.
- Continuous use of data collected for campaign use is prohibited, as is storing it permanently in the Customer's or the Customer's subcontractor's systems. The data may also not be supplemented, subjected to further targeting or attached or saved to other databases as it is. However, the Customer may save the data (e.g. persons along with information about their organization) activated during the sales or marketing campaign to their own system. The Customer shall have unlimited access rights to this activated data.
- In all cases, the materials must be destroyed immediately after use. The files contain control contact details.

3. Printing services for target groups

3.1 Service description

In connection with target group extraction, the Customer may also buy printing and mailing services for addressed direct marketing. In this case, Posti will take care of the campaign's overall implementation concerning target groups, printing, mailing and delivery.

- For sending letters and postcards, the Customer will design ready-to-print material in the form of PDF files in accordance with Posti's instructions. If the materials to be printed have to be edited, Posti shall have the right to charge the Customer for expert work.

- Posti's partner/subcontractor will print and post-process the messages contained in the item prepared by the Customer and submit them to Posti for delivery.
- The supplier will print the messages produced by the Customer on the material specified in the description of each product.

The Customer is responsible for the information content and presentation mode of the materials submitted to Service as well as for the processing of personal data for which the Customer is responsible complying with the Act on the Protection of Privacy in Electronic Communications, data protection regulations and other applicable laws. Posti does not monitor the contents of the letters or other messages it delivers and is not responsible for their contents.

The Customer is responsible for the licenses of the images and fonts they use and for having the right to use the target groups/addresses. The Customer is also responsible for appropriately indicating the address source that they are using for the messages. Posti shall process all of the received materials as confidential and maintain the secrecy of correspondence.

4. Validity

These product terms shall take effect on March 1, 2025, replacing the Product terms for Target Group Services on January 20, 2025. These product terms shall also be applied to contracts signed before these terms became valid. Posti may make changes to these product terms. The customer will be notified of changes at least one month before they take effect (www.posti.fi).