

Terms and conditions of the Reliable Partner service

The Reliable Partner service is a risk management tool, which a company can use for the verification of its business partner's compliance with the Finnish Act on Contractor's Obligations and Liability when Work is Contracted Out (1233/2006), and, depending on the version of the service, for checking other information such as the business partner's financial background information and any potential sanction information of responsible persons and beneficial owners. In addition, the service provides relevant background information for companies and consumers supporting decision-making in their selection of contractors. Companies wishing to join the Reliable Partner service shall provide the Supplier with a written power of attorney that authorises the Supplier to receive information required by the Contractor's Liability Act from its insurance companies, the tax authorities and other third parties, and other data depending on the service version, and to make such information available through the Reliable Partner service to the extent defined by the Supplier from time to time. The contents of every version of the Reliable Partner service are described in detail on the Supplier's website.

The following terms and conditions shall apply when a company subscribes to the Reliable Partner service. The Agreement on the use of the Reliable Partner service is established between the Vastuu Group's group company designated in the Agreement ("Supplier") and the Company subscribing the service ("Company"), when the Company submits the authorisation to the Supplier or when the Company orders a new version of the Reliable Partner service on the Supplier's website. The Supplier uses the authorisations to retrieve information from public authorities, insurance companies and private stakeholders on the company and its persons responsible; the retrieved information includes information on taxation, industrial accident insurance, liability insurance, pension fund contributions, occupational health services, financial information and other background information, sanction information and information on bans on engaging in business to the extent required at any time by the Contractor's Liability Act and/or the Reliable Partner service version to which the company has subscribed. The Company has the right to revoke the authorisation related to optional liability and patient insurance information at any time by notifying the Supplier of this in writing.

Publishing the Reliable Partner reports requires that the Company has given the Supplier an authorisation and has paid the service fees charged in accordance with the valid pricelist by the due date. Public information concerning the Company, such as the information contained in the trade and Ytj registers, valid transport licenses listed in the Traffic Affairs Register of the Finnish Transport and Communications Agency, and any bans on engaging in business activities imposed on the Company's responsible persons, insofar as information on such bans is available, are published as part of the Reliable Partner report. In addition, a Company established abroad must notify the Supplier of details corresponding to the information required by the Contractor's Liability Act in accordance with the legislation of its country of establishment through a registry extract, certificate, or by any other generally accepted means. The Company and the Supplier may also separately arrange for the Supplier to obtain these details by using an authorisation issued by the Company. It is the duty of the Company to notify the Supplier of changes in Company information, such as any new invoicing address, change of pension insurer, industrial accident or liability insurer, or a change in occupational health details.

By accepting these terms and conditions, the Company explicitly accepts that the Supplier can make changes to the contents of the Reliable Partner report by following the process described in this section. Furthermore, the Company explicitly accepts that, following such changes, the authorisation given by the Company to the Supplier to receive data concerning the Company from third parties and to publish such data through the Reliable Partner service will be automatically updated to correspond to the requirements of the new information content and the valid terms and conditions, provided that the Supplier has followed the process described in this section. If the Supplier makes changes to the contents of the Reliable Partner report, these terms and conditions, or the consent contained in the authorisation enclosed with the terms and conditions, the Supplier will notify the contact person specified by the Company and will also publish the same information on the website of the Supplier at www.vastuugroup.fi at least thirty (30) days before such a change takes effect. The contents of and grounds for the change must be specified in such a notification together with the changes to these terms and conditions and to the authorisation given by the Company to the Supplier. Should the Company not accept the change, the Company has the right to terminate its Reliable Partner service subscription without a notice period by notifying the Supplier of this in writing before the change takes effect. The Company has no right to continue the use of the Reliable Partner service if the Company does not accept the changed terms and conditions and authorisation. By continuing to use the Reliable Partner service, the Company accepts the changed terms and conditions and the changes in the authorisation given by the Company to the Supplier.

The Company's Reliable Partner report will be available in the Supplier's online services within about two weeks of submitting the authorisation to the Supplier, provided that the service fee has been paid by the due date. The Supplier may publish information on the Company in the Supplier's report services and in online services. In addition, the Supplier may make the Reliable Partner service's full contractor's liability reports, report extracts or interpretations available through selected third-party company information service providers and other online service providers located within the European Economic Area.

The Supplier shall invoice for the service fee every twelve (12) months or according to a different invoicing period enabled by the service. The Supplier shall be entitled to terminate the Agreement with immediate effect if the Company fails to pay the service fee within two months of the due date. The Supplier requires the settlement of any outstanding payments from the Company before concluding any new agreement. The Supplier shall be entitled to revise the service fees. The Supplier shall announce price changes on the service website thirty (30) days before the changes take effect.

The Supplier shall receive the information contained in the Reliable Partner service from third parties and/or from companies themselves. The Supplier shall only serve as a medium for exchanging such company information. The Supplier and its licensors shall not be liable for any faults or interruptions in the Reliable Partner services, errors or omissions in the information contained therein, or service downtime, or for any direct or consequential loss or damage so caused. The liability of the Supplier and its licensors shall be limited in all cases to the twelve (12) months' service fee paid by the Company. This limitation of liability shall not apply when the loss or damage was caused intentionally or by gross negligence.

The Supplier shall be entitled to assign the service and its associated liabilities, duties and agreements to a third party. The Supplier shall be entitled to modify these terms and conditions by sending a notification of the amendment to the e-mail address provided by the Company no later than one (1) month before the amended terms and conditions take effect.

The Agreement between the Company and the Supplier concerning the publication of information on the Company within the scope of the Reliable Partner service shall remain in force for a twelve (12) month subscription period at a time. The Agreement shall automatically renew for the following twelve (12) month period, unless it is terminated before the end of the then current subscription period. The Company may terminate the service by written notice, in which case the Agreement on the Reliable Partner service shall terminate at the end of the then current subscription period. The Supplier shall be entitled to terminate this Agreement upon a sixty (60) days' notice. When the Agreement is terminated, the Supplier shall have no obligation to refund any service fees paid in advance and the Company shall have an obligation to pay service fees until the end of the then current subscription period. The Company shall have the right to switch, if it so wishes, from the version of the Reliable Partner service it is currently using to a more extensive version while the subscription period is ongoing. In this case, the Supplier shall not refund any service fees that may have been paid in advance.

The Supplier will store the published Reliable Partner reports related to the Company even after the termination of the Agreement, as described in the service's privacy notice. The Supplier may use anonymized data for statistical analysis and service development in a manner that does not enable identification of any individual company.

The Supplier may terminate the Agreement with immediate effect, revoke Reliable Partner status and remove details of the Company from the service without prior notice under the following circumstances:

- The Supplier is advised by a public authority, another client of the Supplier or some other party that an individual subject to a ban on engaging in business is involved in the operations of the Company in a manner giving cause to suspect that the said individual is effectively directing the operations or administering the Company.
- The Company, its registered responsible persons, or the individuals exercising a de facto controlling interest therein have acted in a manner demonstrating severe recklessness with respect to current legislation or good business practice in the industry, good customs, and the objectives of the Reliable Partner service, and, based on an assessment by the Supplier, the Company can therefore no longer be recommended as a reliable contractual partner.

A party may terminate the Agreement with immediate effect, if the other party has materially breached the terms and conditions of the Agreement.

The Supplier and the Company shall endeavour in the first instance to negotiate a settlement of all disputes pertaining to these terms and conditions within one (1) month. Insofar as this procedure is unsuccessful, the disputes shall then be settled in the first instance at the District Court of Helsinki.

Authorisation

I hereby authorise Vastuu Group's group company designed in the Agreement (Supplier) to request from the Finnish Tax Administration the following information concerning the Assignor: information contained in the certificate of payment of taxes or in the certificate of tax debts and related appendices. I authorise the Supplier to record and publish this information and any interpretations and conclusions made based on this information by automatic data processing software in the Supplier's online services.

Information will be published in the Supplier's online services of any unstructured tax debts of over 500 euros but no more than 10,000 euros (of these, a mention will be included in the Reliable Partner report, but they have no impact with regard to the Contractor's Liability Act) and of unstructured tax debts that exceed 10,000 euros. When the unstructured tax debt exceeds 10,000 euros, a "to be clarified" marking will be added on the Reliable Partner report. If the Assignor has a verified payment plan with the Finnish Tax Administration concerning the tax debt, a mention of the existence of this payment plan can be included in the Reliable Partner report.

I further authorise the Supplier to request and receive from the insurance company used by the assignor or from some other party the certificates or information contained therein that are required by the Contractor's Liability Act (and a corresponding regulation) on the acquisition and validity of an insurance policy referred to in the Employment Accidents Insurance Act, and to record and publish this information in the Supplier's online services.

I authorise the Supplier to request and receive from the insurance company used by the assignor and specified for the Supplier or from some other party a certificate of the acquisition and validity of a patient insurance in accordance with the Patient Insurance Act (948/2019), and to record and publish this information in the Supplier's online services.

I authorise the Supplier to request and receive from the insurance company used by the assignor and specified for the Supplier or from some other party a certificate of the acquisition, coverage, and validity of a liability insurance, and to record and publish this information in the Supplier's online services.

I also authorise the Supplier to request and receive details from the Finnish pension insurer used by the assignor concerning whether the assignor has a valid TyEL employment pension insurance, whether the assignor has any paid or outstanding insurance premiums or an associated payment schedule, and details of the termination of insurance, and to record and publish this information in the Supplier's online services.

I also authorise the Supplier to request and receive from the provider of occupational health care services used by the assignor or from some other party the certificates or information contained therein that are required by the Contractor's Liability Act (and a corresponding regulation) regarding the organisation of occupational health care referred to in the Occupational Health Care Act, including information on the validity of the occupational health care contract and existence of an occupational health care action plan, and to record and publish this information in the Supplier's online services.

I authorise the Supplier to request and publish the information required by the Contractor's Liability Act (and a corresponding regulation) regarding any bans on engaging in business activities imposed on the responsible persons of the assignor.

I further authorise the Supplier to request and publish the details, register extracts and certificates that are required by the Contractor's Liability Act (and corresponding statutes) from public authorities and other parties in the country of establishment, if the assignor's registered office is outside Finland. Examples of the said details include the A1 certificates indicating that employees assigned from a Member State of the European Union or the European Economic Area are covered by the social security system of the assigning state, and details or certificates of social security agreements (and any industrial accident insurance incorporated therein) concluded with Finland concerning employees assigned from third countries. I authorise the Supplier to record and publish this information in the Supplier's online services.

The Assignor also agrees that the Supplier will request the following information and publish it in the Supplier's online services: the Company's payment default and debt collection information, financial background information such as financial statements (including, for example, responsible persons' affiliations to companies and bankruptcies and bans on engaging in commercial activities), credit rating information, the Company's, its responsible persons' and beneficial owners' sanction information, and information the Company itself enters into the service such as information on any certificates it has received (shall not apply to the Reliable Partner Contractor's Liability Information service version).

In addition to the above authorisation, the Supplier has the explicit acceptance and authorisation of the Assignor to request and publish in the Supplier's online services information concerning the Assignor at any time to the extent, and with the content, specified in the valid terms and conditions of the Reliable Partner service and related authorisation appendix which have been published on the Supplier's website at www.vastuugroup.fi.

The current insurance companies used by the Assignor (pension, industrial accidents etc.) and other service providers that provide information are specified in the Agreement. The Assignor agrees to notify the Supplier of any changes in these details.

This authorisation will remain valid until further notice for as long as the Assignor's Agreement on the Reliable Partner service remains valid. The Assignor can cancel this authorisation at any time by submitting a written notification to the Supplier, in which case the Supplier removes the Assignor's data from the Reliable Partner service. When this authorisation is cancelled, the Agreement on the Reliable Partner service will also end at the end of the ongoing subscription period. The Assignor can revoke the authorisation for optional liability and patient insurance information at any time by notifying the Supplier of this in writing.

The party from which the Supplier retrieves information concerning the Assignor has the right to verify from the Supplier that the Assignor's Agreement on the Reliable Partner service is valid and that the Assignor has given the Supplier the authorisation required by the terms and conditions of the Agreement to request and publish information concerning the Assignor in the Supplier's online services.

The Assignor agrees to the terms and conditions of the Reliable Partner service.