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## VASTUU GROUP LTD - GENERAL TERMS OF SERVICE (19 SEPTEMBER 2022)

### 1. GENERAL

- 1.1 These general terms of service ("**General Terms of Service**") are applicable to the services (each individually as a "**Service**" and jointly as "**Services**") provided by Vastuu Group Ltd (the "**Supplier**") and to the contents provided through them. A customer who signs a contract on a Service with the Supplier is hereafter referred to as a "**Customer**". The Supplier and the Customer are hereafter referred to separately as a "**Party**" and jointly as "**Parties**".

### 2. AGREEMENT DOCUMENTS

- 2.1 The Customer enters into the agreement ("**Agreement**") on the Service with the Supplier and a person who uses the service will register as a user of the Service (a "**User**") on the Supplier's website [www.vastuugroup.fi](http://www.vastuugroup.fi) (the "**Website**") in accordance with the described registration process. The registration process can vary depending on the Service.
- 2.2 Each Agreement on a Service will consist of the following documents, each of which form an integral and inseparable part of the Agreement, in addition to what the Supplier and the Customer may have separately agreed upon:
- 2.2.1 The special terms and conditions of the said Service; and
- 2.2.2 These General Terms of Service and the Terms and Conditions concerning Processing of Personal Data.
- 2.3 The documents described above shall be applied in the above order so that in case of discrepancy, the document with a smaller number shall take precedence over a document with a larger number.
- 2.4 The use of the Service may, from time to time, require the use of goods or services provided by third parties. Such services can include, for example, electronic authentication and payment services provided by third parties. Any such third-party goods or services are provided solely subject to their applicable third-party terms and conditions. The Supplier shall not assume any liability on the part of such third parties.
- 2.5 The use of the Service is subject to the terms and conditions of the Agreement at all times. The Customer must review and accept all terms and conditions of the Agreement prior to using the Service.
- 2.6 The Supplier has the right to check the Customer's credit information when the Customer registers with the service for the first time or when the Customer subscribes to new Services. The Supplier has the right to prevent the use of a Service that is subject to a fee if this is justified based on payment defaults revealed by the Customer's credit information or based on some other legitimate grounds.

### 3. CONTENTS OF THE SERVICES

- 3.1 The service description of each Service, which describes the functions and features of the Service, can be found on the Website. The Supplier provides the Service substantially in accordance with what has been described on the Website and agreed upon in the Agreement.
- 3.2 The Services will be used, principally, through the Website, or, when agreed upon separately, through application interfaces provided by the Supplier. When an application interface is used, the connection must be established by means of a standard application interface provided and supported by the Supplier. The Customer's or the third party's system and the related interface must meet the Supplier's valid requirements for the use of the Supplier's application interface.
- 3.3 The contents of an individual Service are not fixed, but can vary depending on the kind of subscription that the Customer has chosen from among the subscription options that are offered by the Supplier at any given time.

- 3.4 The Supplier reserves the right to make changes to the Service at any time, including changes to the application interfaces of the Service. If the change made by the Supplier has more than a minor adverse impact on the agreed upon contents of the Service or the service levels, the Supplier shall inform the Customer of such a change no later than thirty (30) days before the effective date of the change. In such a case, the Customer shall have the right to terminate the Agreement to end subject to a thirty (30) days' prior written notice. The termination notice must be delivered to the Supplier in writing prior to the effective date of the change.
- 3.5 The Supplier shall always have the right to make without prior notification such changes to the Service that (a) concern or relate to the production environment of the Service and do not have an adverse effect on the agreed contents of the Service or the agreed service levels, (b) are necessary to prevent any data security risk to the Service, or (c) result from law or from an administrative order.
- 3.6 The Customer shall be responsible for its own expenses arising from any changes made in the Service or its application interfaces.

#### **4. SERVICE LEVELS**

- 4.1 The Supplier shall use its commercially reasonable efforts to make the Service available on a 24/7 basis, however, without any warranty as to the availability of the Service at any particular time. The Customer accepts and understands that the Services are provided on "as is" and "as available" basis.
- 4.2 The Supplier shall have the right to suspend the provision of the Service for a reasonable period of time if this is necessary in order to perform an installation, modification, or maintenance measure that is required by the Service or if such suspension results from installation, change or maintenance work in respect of public communication networks. The Supplier notifies of such suspensions at the Web Site.

#### **5. GENERAL OBLIGATIONS OF THE CUSTOMER**

- 5.1 The Customer shall be responsible for ensuring that the Service is suitable for the Customer's needs.
- 5.2 The Customer shall be solely responsible for the use of the Service by the Customer and the Users authorised by the Customer. The Customer shall ensure that all of the Users it has authorised comply with the Agreement at all times and only use the Service in accordance with the Agreement. The Customer shall be responsible for all use of the Service that takes place by using the user IDs that are being administered or have been authorised by the Customer.
- 5.3 The Customer shall be responsible for advising and instructing the Users that it has authorised on their own internal regulations and instructions that are linked to the sharing and availability of the Customer's material in the Service. The Customer shall also ensure that confidentiality obligations or restrictions of use do not restrict the sharing of such material to third parties through the Service.
- 5.4 The Customer shall ensure, on its own initiative, that any data the Customer has entered into the Service is correct and that any erroneous, defective, obsolete or outdated data saved into the Service is either corrected or removed.
- 5.5 The Customer shall be responsible for making all payments in accordance with the invoices sent by the Supplier.
- 5.6 The Customer shall be responsible for its own devices, information systems, applications, application interfaces, and software that is needed to use the Service, and for their information security.

## **6. ACCEPTABLE USE**

- 6.1 The Customer shall use and ensure that its authorized users use the Service in accordance with the instructions on acceptable use provided in this section. The Customer shall ensure that the Service is not used:
- 6.1.1 to engage in, promote or encourage any illegal activity or to violate, or encourage the violation of, the legal rights (including without limitation intellectual property rights) of others;
  - 6.1.2 under a false or forged identity or under incorrect or misleading information concerning the Customer or its authorized Users (including without limitation providing forged documents of any kind);
  - 6.1.3 under another User's credentials, passwords or private keys (whether revealed accidentally or shared intentionally);
  - 6.1.4 for any invasive, infringing, obscene, defamatory, offensive, harmful, harassing or fraudulent purpose or communication against third parties, the Supplier or its employees;
  - 6.1.5 to distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature;
  - 6.1.6 to violate security or integrity of any network, computer or communications system, software application or network or computing device (such violations to include without limitation unauthorized access, interception of data or traffic or falsification of origin);
  - 6.1.7 to interfere with the use of the Service by others or the equipment used to produce the Service;
  - 6.1.8 to disable, interfere with or circumvent any aspect of the Service;
  - 6.1.9 to generate, distribute, publish or facilitate unsolicited mass email, promotions, advertisements or other solicitations ("spam"), including alteration or obscuring mail headers or assuming sender's identities; or
  - 6.1.10 to access any other product or service of the Supplier or its subcontractors in a manner that violates the Agreement.
- 6.2 The Supplier (and its subcontractors where appropriate) reserve the right, but assume no obligation, to review the Customer's and its authorized Users' use of the Service. The Supplier (and its subcontractors where appropriate) may report suspected illegal activities to officials or other appropriate third parties, including the disclosure of appropriate information regarding the Customer.
- 6.3 If the Customer becomes aware that its use of the Service infringes the policy set out herein, the Customer agrees to immediately cease the infringing use of the Service without separate notice and shall ensure that its authorized Users do the same. The Customer agrees to comply with all requirements of the Supplier that concern the discontinuance of use that is against the instructions on the acceptable use of the Service.
- 6.4 Without prejudice to any other remedies available to the Supplier, the Supplier shall have the right to suspend the provision of the Service and/or deny the Customer's and/or its authorized Users' access to the Service without first hearing the Customer or any User due to a data security risk to the Service or if law or an administrative order requires the Supplier to do so or if the Supplier becomes aware of or reasonably suspects any activities of the Customer or its authorized Users that infringe on the terms and conditions of the Agreement, including the policies set out in this Section 6.

- 6.5 Regardless of any other judicial remedies that are available to the Supplier, the Supplier shall always have the right to interrupt the provision of the Services and/or to prevent the access of the Customer and/or its User to the Service without the obligation to hear the Customer or the User in advance when the Service is affected by a security threat or when required by a law or an official regulation that is binding on the Supplier, or if the Supplier becomes aware of or the Supplier has good grounds to suspect that the activities of the Customer or a User it has authorised violate the terms and conditions of the Agreement, including the regulations laid down in this section 6.

## **7. PAYMENTS**

- 7.1 The subscription types and the fees applicable to the Service, as in force from time to time, are available at the Web Site. The actual fees for Service will vary depending on the Customer's use of the Service and the selected plan
- 7.2 The Supplier reserves the right to make changes to or to remove available subscription types by notifying the Customer of this no later than thirty (30) days in advance. The Customer has the right to terminate the Agreement to end on the effective date of the change. If the Customer continues to use the Service after such effective date, the Customer shall be deemed to have accepted the change. In such a case, the Supplier shall have the right to change the Customer's subscription to a subscription type that most closely matches the Customer's previous subscription type.
- 7.3 Unless otherwise is specifically stated on the Website or in the special terms and conditions of the Service, the subscription fees of the Service are invoiced annually in advance. All payments are final and are non-refundable.
- 7.4 The term of payment of each invoice shall be fourteen (14) days net from the date of the invoice.
- 7.5 Interest on any amounts overdue shall accrue in accordance with the applicable Finnish Interest Act (Korkolaki 1982/633, as amended). The Supplier shall have the right to charge invoice reminder fees for late payments in accordance with its price list as in force from time to time. The Supplier shall also have the right to reasonable invoice collection costs or to assign the invoice for collection by a third party.
- 7.6 The Supplier reserves the right to make changes to the Service prices by notifying the Customer of such change at least thirty (30) days before the effective date of the change. In such a case the Customer shall have the right to terminate the Agreement on the effective date of the change. The termination notice must be delivered to the Supplier in writing prior to the effective date of the change.
- 7.7 Unless otherwise has been specifically stated, all prices exclude value added tax and any other applicable sales taxes, which shall be added to the invoice in accordance with the valid laws and regulations.
- 7.8 The Supplier shall have the right to suspend the provision of the Service and/or deny the Customer's and/or its authorized Users' access to the Service without first hearing the Customer or any User if the Customer fails to pay all unpaid overdue invoices within fourteen (14) days from a written notice from the Supplier. The Supplier shall have the right to charge a fee for the reactivation of the Customer's and its authorized Users' rights to access the Service in accordance with the Supplier's price list as in force from time to time.

## **8. INTELLECTUAL PROPERTY RIGHTS**

- 8.1 All rights, title and interest, including all intellectual property rights in and to the Service, and any changes thereto shall belong exclusively to the Supplier or its licensors. Except for the

express license to use the Service granted to the Customer and its Users in this Agreement, the Customer and its Users shall have no rights, license or interests in and to the Service or any Intellectual Property Rights pertaining thereto.

- 8.2 All rights, title and interest to Customer data recorded in the Service, including any intellectual property rights to such Customer data shall belong exclusively to the Customer. In each Service, Customer data only refers to the data that has specifically been defined as being Customer data in the special terms and conditions of the said Service (“**Customer data**”). All rights, title and interest, including all intellectual property rights, in any other data that is recorded or has been entered into the Service, shall belong exclusively to the Supplier and its licensors.
- 8.3 Unless otherwise agreed in the applicable special terms and conditions, the Customer and its Users shall have a limited non-exclusive, non-transferable, non-sublicensable right to use the Service during the term of the Agreement for the purposes set out in the Agreement in the Customer’s own internal business operations. If the user right has, in the service description and the pricelist found on the Website, been tied, e.g., to a certain number of users or a number of transactions, the Customer’s user right has been restricted in accordance with such terms and conditions.
- 8.4 The Customer’s user right is legal entity (business ID) specific, i.e., the user right cannot be shared between group companies unless the Customer has signed a separate group wide agreement for the said Service.
- 8.5 The Customer shall have a restricted right to save the material that is available through the Service in the Customer’s own information systems and to print out and make copies of such material only for purposes specified in the Agreement and only for the Customer’s own internal use. When processing material acquired from the Service, the Customer shall observe the obligations laid down in the applicable data protection legislation. The Customer shall have the right to disclose the material that it has acquired from the Service to the competent authorities in order to prove that the Customer’s activities comply with the law.
- 8.6 The Customer does not have the right to use the Service to offer its contents or functions to third parties in any way. The Customer only has the right to convey the material or information that is available through the Service to third parties for the purposes that have been specifically stated in the Agreement.
- 8.7 The Supplier shall always have the right to disclose information saved in the Service without the consent of the Customer and without informing the Customer of this in advance in order to fulfil its statutory obligations and pursuant to a statutory request of an authority.
- 8.8 The Customer and its Users may, at their sole discretion, provide feedback and development ideas to the Supplier. The Supplier shall have a worldwide, non-exclusive, perpetual, irrevocable fully paid up, royalty-free transferrable and sublicensable right to use such feedback and development ideas in the further development of the Service without restrictions and without any obligation to provide any kind of compensation to any party.

## **9. INDEMNIFICATION**

- 9.1 The Supplier agrees to defend the Customer, at the Supplier's own expense, against any third party claims or actions where a third party claims that the Service infringes upon Intellectual Property Rights of a third party valid in the European Economic Area (EEA), provided that the Customer:
  - 9.1.1 notifies the Supplier of such claim immediately upon receipt of notice thereof;
  - 9.1.2 provides the Supplier, free of charge, with all available information, permissions and assistance;

- 9.1.3 grants the Supplier the sole and exclusive right to control the defence of the claim; and
- 9.1.4 does not agree on any settlement of such claim or action prior to a final judgment thereon by a competent court of law or court of arbitration, without the express prior written consent of the Supplier.
- 9.2 If the Customer has acted in accordance with Sections 9.1.1 to 9.1.4, the Supplier shall pay any damages finally awarded to the third party claimant by a competent court of law or court of arbitration.
- 9.3 If the Supplier justifiably deems that the Service infringes or may infringe upon any third party rights, the Supplier shall have the right, at its own expense and in its sole discretion, to (a) acquire for the Customer the right to continue the use of the Service; or (b) replace the Service; or (c) modify the Service to the extent necessary to avoid the infringement, however so that the replaced or modified Service shall substantially conform to what has been set out in the Agreement.
- 9.4 If none of the alternatives defined in Section 9.3 are available to the Supplier on commercially reasonable terms and/or without the significant loss of time, the Supplier shall have the right to terminate the Agreement in whole or in part subject to a notice period set by the Supplier at its sole discretion, upon which the Customer agrees to cease using the Service and the Supplier agrees to reimburse the fees paid by the Customer for the terminated Service, less a proportion equal to the time of use of the Service by the Customer.
- 9.5 The indemnity in this Section 9 shall not apply to, and the Supplier is not liable for any claim that (a) is based on a claim by any Customer affiliate; or (b) is based on the modification or alteration of the Service or a modification or alteration influencing the Service by the Customer or any third party; or (c) results from complying with any instructions, specifications or design given by the Customer or any third party under the command and control of the Customer; (d) arises or results from the use of the Service in combination with any software, equipment or products not developed or supplied by the Supplier or which are contrary to instructions given by the Supplier; or (e) could have been avoided by using the latest version of the Service made available by the Supplier to the Customer.
- 9.6 This Section 9 sets out the entire liability of the Supplier and the Customer's sole remedy in case of any infringement of any Intellectual Property Rights.
- 9.7 The Customer agrees defend the Supplier, at its own expense, against all allegations and claims made by third parties in relation to data the Customer has entered into the Service (such as the claims that such data violates third party immaterial rights or is otherwise in breach of valid laws and/or regulations), and to compensate to the Supplier all expenses caused to the Supplier by such allegations and claims.

## **10. PERSONAL DATA AND DATA PROTECTION**

- 10.1 Depending on the Service, the controller of the personal data contained in the Service is either the Supplier or the Customer. The personal data contained in the Service will be addressed in more detail in the Service-specific special terms and conditions.
- 10.2 When the Supplier acts as the Controller, the personal data processing by the Supplier has been described in the Supplier's privacy notice concerning the said Service, which can be found on the Website. The Customer must ensure that its Users have access to the Supplier's privacy notices.
- 10.3 The Supplier can collect anonymised statistics related to the use of the Services for the development and maintenance of the Services, and for the purpose of developing new Services.

- 10.4 When the Customer acts as the controller, the Supplier shall process such personal data on behalf of and for the Customer in accordance with the special terms and conditions of personal data processing, which have been enclosed with these General Terms of Service, and in accordance with what has been agreed upon in the Service-specific special terms and conditions.
- 10.5 The Customer represents and warrants that it has acquired the necessary permits, authorisations, and consents to let the Supplier process the personal data as set out in the Agreement. The Customer shall be solely responsible for ensuring that it has the right to transfer personal data to the countries where the Supplier's and its hosting partner's servers are located.
- 10.6 The Customer is responsible for maintaining all information that the Customer has entered into the Service up to date and accurate.

## **11. INFORMATION SECURITY AND STORAGE OF DATA**

- 11.1 The Customer understands and acknowledges that no online environment or cloud service provides complete data security, nor can a service be fully secured against all possible vulnerabilities.
- 11.2 The Supplier is responsible for ensuring that all appropriate technical and organisational protection measures have been taken in its business operations to protect personal data and the Customer's confidential information.
- 11.3 All facilities used to store and process data that has been saved into the Service will adhere to reasonable security standards no less protective than the security standards at facilities where the Supplier (or its subcontractor as relevant) processes and stores its own information of a similar type.
- 11.4 The Supplier uses data centers that are located within the European Economic Area for the provision of the Service. For the sake of clarity, this does not prevent the Supplier from processing the data that it manages as a controller outside the ETA area, if so is stated in the Supplier's privacy notice.
- 11.5 The Supplier is responsible for making backup copies of the Service and the data contained in it in accordance with normal practices. However, the Customer is solely responsible for making appropriate backup copies of their own data and for ensuring that the level of the Supplier's backup practices is appropriate for the Customer's needs.
- 11.6 Unless otherwise has been stated in the special terms and conditions of the Service, the Customer shall save in its own systems all Customer data and materials that the Customer has the right to use based on section 8.5 before the Agreement ends, regardless of the reason of the termination of the Agreement. The Supplier shall assist the Customer, upon request, for a fee specified in the pricelist, which can be found on the Website. The Customer understands that some Customer data that due to its nature exists only in the Service (such as the created data structures and workflows) cannot necessarily be transferred back to the Customer. After the Agreement has ended, the Supplier shall have the right to delete all Customer data and materials from the Service.
- 11.7 The Supplier reserves the right to store Customer data in the Service for as long as this is necessary for the provision of the Service to the Customer and third parties, and also reserves the right to use such Customer data for the provision of the Service.

## **12. CONFIDENTIALITY**

- 12.1 Each Party shall keep confidential all materials and information it has received from the other Party and which have been marked as being confidential or should be understood to be confidential ("**Confidential information**") and to only use such Confidential information for the purposes specified in this Agreement.



- 12.2 This confidentiality obligation shall, however, not apply to materials and information (a) which is or later becomes generally available or otherwise public; or (b) which the receiving Party has received from a third party without any obligation of confidentiality; or (c) which was rightfully in the possession of the receiving Party prior to receipt of the same from the disclosing Party without any obligation of confidentiality related thereto; (d) which a Party has independently developed without any use of or reference to the Confidential Information received from the other Party; or (e) which a Party is required to disclose under any mandatory law or by order of a court or governmental body of competent jurisdiction.
- 12.3 Each Party shall promptly upon termination of the Agreement, or when the Party no longer needs the Confidential Information in question for the purpose of performing its obligations or exercising its rights under the Agreement, cease using the Confidential Information received from the other Party and, unless the Parties separately agree on destruction of such Confidential Information, return the Confidential Information in question (including all copies and reproductions thereof) to the other Party. Each Party shall, however, be entitled to retain the copies required by law or administrative orders applicable to such Party.
- 12.4 Notwithstanding the confidentiality obligation set forth herein, each Party shall be entitled to use the general professional skills and experience acquired in connection with the performance of the Agreement.
- 12.5 The rights and obligations related to the Confidential Information shall survive the termination or cancellation of the Agreement for a period of three (3) years from such termination or cancellation.

### **13. LIMITATION OF LIABILITY**

- 13.1 The total aggregate liability of a Party towards the other Party under the Agreement shall not exceed per calendar year an amount corresponding to the fees (excluding VAT) paid by the Customer to the Supplier during the six (6) months preceding the event giving rise for the claim.
- 13.2 A Party shall not be liable for any loss of profit, turnover or business activities, damage caused by reduced turnover or production, or the loss, change, or destruction of data, or any indirect or consequential damage.
- 13.3 All data contained in the Service is provided on an “as-is” basis. Such information can be provided or produced by third parties, and the Supplier does not have the means to verify or inspect such data separately. The Supplier assumes no liability for the accuracy, authenticity, quality, correctness, up-to-dateness or completeness of any data contained in the Service and the Customer uses such data solely at its own risk.
- 13.4 The limitations of liability shall not apply to damages caused by wilful misconduct or gross negligence or to liability under Section 9 (Indemnification) or Section 12 (Confidentiality).

### **14. OTHER TERMS**

- 14.1 The Supplier shall be free to use subcontractors in the performance of its obligations under the Agreement. The Supplier shall be liable for the acts and omissions of its subcontractors under the Agreement as for its own.
- 14.2 The Supplier shall have the right to use its relationship with the Customer in its marketing and sales promotion activities.
- 14.3 Neither Party shall be liable for any delays or non-performance of its obligations or any damages caused by an impediment beyond its reasonable control, which it could not have reasonably taken into account at the time of entering into the Agreement, and whose consequences it could not reasonably have avoided or overcome. For instance, errors in public communication networks or electricity supply or hindrances caused by export or import restrictions or sanctions to the fulfilment of the Agreement shall constitute such an impediment. Strike, lockout, boycott and other industrial action shall constitute a force majeure event also

when the Party concerned is the target or Party to such action. A force majeure event suffered by a subcontractor of Party shall also discharge such Party from liability, if the work to be performed under subcontracting cannot be done or acquired from another source without incurring unreasonable costs or significant loss of time. Each Party shall without delay inform the other party in writing of a force majeure event and the termination of the force majeure event.

- 14.4 The Customer shall comply with the applicable sanction and export control legislation. The Customer shall ensure that it will not give access to the Service or the technical data concerning the Service to end users whose access right would violate the applicable sanction or export control legislation. The Customer shall provide, immediately upon request, to the Supplier information concerning the end user and use location of the Service in order for the Supplier and the competent authority to ensure compliance with the sanction and export control legislation.
- 14.5 All amendments to the Agreement shall be made in writing and shall be confirmed by both Parties' signatures.
- 14.6 Neither Party shall be entitled to assign nor transfer its rights, benefits and obligations under the Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Supplier shall, however, have the right to assign the Agreement to its group company, or to a third party in connection with a sale or transfer of its business or a relevant part thereof.
- 14.7 The Supplier shall have the right to update these General Terms as well as any generally applicable documentation forming a part of the Agreement (i.e. documentation that has not been specifically negotiated with the Customer), at its sole discretion. The Supplier shall notify the Customer of such update at least thirty (30) days in advance. Should the Customer not accept the updated General Terms, the Customer shall have the right to terminate the Agreement by a written notice to the Supplier, effective as of the effective date of the new General Terms.
- 14.8 Any terms and conditions that by their nature or otherwise reasonably should survive a cancellation or termination of the Agreement shall be deemed to so survive.

## **15. TERM AND TERMINATION**

- 15.1 The Agreement shall remain in force until further notice, until it is terminated by either of the Parties by submitting a written notification of this to the other Party. Unless otherwise has been agreed upon in the Service-specific terms and conditions:
  - 15.1.1 The Customer shall have the right to terminate the Service Agreement at any time without a notice period; and
  - 15.1.2 the Supplier shall have the right to terminate the Service Agreement to end subject to a thirty (30) day notice period. The termination shall be made in writing.
- 15.2 Either Party may terminate the Agreement with immediate effects with a written notification submitted to the other Party when the other Party:
  - 15.2.1 becomes insolvent, applies for or is adjudicated in bankruptcy or liquidation or corporate restructuring or otherwise ceases to carry on its business; or
  - 15.2.2 is in material breach of the terms and conditions of the Agreement and fails to remedy such breach (if the breach is of such a nature that it can be remedied) within thirty (30) days from the date of receipt of a written notice by the non-defaulting Party, such written notice detailing the breach and the intention to terminate.

- 15.3 In addition, the Supplier may, at its discretion, terminate or cancel the Agreement, with immediate effect, by sending the Customer a written notification (and such a notification can also be sent via the Service), if the Customer or a User authorised by the Customer:
- 15.3.1 repeatedly neglects their duty to ensure that the data administered by the Customer as the controller is up to date and to update the said information, and fails to correct its neglect within thirty (30) days of receiving a written notification of the matter from the Supplier;
  - 15.3.2 uses the Service in a manner that is against the law;
  - 15.3.3 enters incorrect data into the Service on purpose; or
  - 15.3.4 forges the data or reports acquired from the Service.
- 15.4 If the Supplier has the right to terminate any of the Agreements concerning the Service in accordance with section 15.2, the Supplier shall also have the right to, subject to its own discretion, terminate or cancel, with immediate effect, all other valid Agreements with the Customer.
- 15.5 When the Agreement ends, all unpaid invoices of the Customer shall fall due. The Customer's right to receive a refund of any service fees paid in advance is determined based on the Supplier's valid refund policy that can be found on the Website of the Service.

## **16. GOVERNING LAW AND DISPUTES**

- 16.1 The Agreement shall be governed by and construed in accordance with the substantive laws of Finland, excluding its choice of law provisions.
- 16.2 Any dispute, controversy or claim arising out of or relating to the Agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one (1). The seat of arbitration shall be Helsinki, Finland.
- 16.3 Notwithstanding anything set out in Section 16.2 above, the Supplier shall have the right to claim unpaid fees in a public court.

## TERMS AND CONDITIONS CONCERNING THE PROCESSING OF PERSONAL DATA (19 SEPTEMBER 2022)

### 1. SCOPE

- 1.1 These special terms and conditions concerning the processing of personal data shall apply when Vastuu Group Ltd (the “Supplier”) processes Personal Data on behalf of the Customer (who is the Controller) in the following services provided by the Supplier:
  - 1.1.1 Employee Management service (employee register)
  - 1.1.2 Building Site Register service (a building site specific register that is used for to the Finnish regulatory reporting within the construction sector)
  - 1.1.3 Valvoja service (monitoring the Reliable Partner reports of the contract parties added to the monitoring list by the Customer and the related data file)
  - 1.1.4 Raportti Pro (a register of Reliable Partner reports collected by the Customer)
  - 1.1.5 other separately agreed upon services where a personal data file is generated for the Customer
- 1.2 The Customer will be the Controller of the personal data files that are generated in connection to these Services and the Supplier will process the Personal Data on behalf of the Controller.
- 1.3 In addition to these special terms and conditions on the processing of personal data, the General Terms of Service together with the special terms and condition of each Service shall apply to the Service. If there is discrepancy between these special terms and conditions on the processing of personal data and the other terms and conditions applied to the Service, these special terms and conditions on the processing of personal data shall take precedence.

### 2. DEFINITIONS

- 2.1 “**Personal Data**” means any information relating to an identified or identifiable living natural person.
- 2.2 “**Processing**” means any action or actions that are performed on Personal Data or on sets of Personal Data, either through automated data processing or manually, such as collection, recording, organisation, structuring, storing, editing or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, deletion or destruction.
- 2.3 “**Controller**” means the party that alone or together with others determines the purposes and means of personal data processing.
- 2.4 “**Processor**” means a natural or legal person, public authority, agency or other body that processes Personal Data on behalf of the Controller.
- 2.5 “**Contract terms**” means the Agreement signed between the Customer and the Supplier on the provision of the Services including the Supplier’s General Terms of Service and the Service-specific terms and conditions applied to the Service in question.
- 2.6 “**Data protection legislation**” means the General Data Protection Regulation (679/2016) of the European Union, any other applicable national data protection regulations, and any regulations and instructions of the data protection authorities.

### **3. NATURE AND PURPOSE OF THE PERSONAL DATA PROCESSING**

3.1 The Supplier will process the Controller's Personal Data in accordance with this section.

#### **Scope and duration of processing**

3.2 As the Processor of Personal Data, the Supplier will process the Controller's Personal Data that has been stored in the Services provided by the Supplier, which have been specified in section 1. The Supplier will continue to process the Personal Data for as long as the Controller will use the Service. When the Agreement signed between the Controller and the Supplier on the use of the Service ends, the Supplier will stop the processing of the Personal Data and delete or return the Personal Data to the Controller in the manner described in the special terms and conditions of each Service.

#### **Nature and purpose of the processing**

3.3 The Supplier will process the Controller's Personal Data in accordance with the terms and conditions of the contract in order to provide the Service to the Customer. In connection to the provision of the Service, the Supplier will process the Personal Data for the purposes of providing the Service, invoicing, providing customer support, preventing and investigating errors and misuse, measuring the quality and performance of the Service, and developing the Service.

3.4 In connection to the provision of the Service, the Supplier will collect log files on the use of the Services and will process the said log files for the above specified purposes. The Supplier is the Controller of the personal data file that is formed by the log files.

#### **Types of personal data and categories of data subjects**

3.5 The types of personal data and the categories of data subjects have been described in the special terms and conditions of each Service.

### **4. THE CONTROLLER'S OBLIGATIONS AND RIGHTS**

4.1 The Controller shall take all necessary measures to ensure that the processing of the Personal Data that has been transferred to the Supplier's Services is in full compliance with data protection legislation as regards the Controller. The Controller shall, in particular, ensure that it will only add into its employee register persons who have a valid employment, supervisor or trainee relationship with the Controller and that the Controller deletes from its own employee register, without undue delay, persons whose employment, supervisor or trainee relationship has ended.

4.2 The Controller has the right to provide binding written instructions to the Supplier on the processing of Personal Data. Unless otherwise has been agreed upon, the Controller's binding written instructions are that the Service is provided in accordance with its valid contract terms and service descriptions. The Supplier shall have the right to terminate the Service Agreement if the Controller requires, in its binding written instructions, measures that are not technically feasible or if the Controller refuses to compensate for the expenses related to such measures.

### **5. THE PROCESSOR'S OBLIGATIONS**

5.1 The Supplier shall process Personal Data in compliance with the applicable data protection legislation and in accordance with the contract terms of the Service and the written instructions that the Controller has submitted to the Supplier. The Supplier shall notify the Controller, without undue delay, if the Supplier considers the Controller's instructions to be in breach of the data protection legislation.

5.2 The Supplier shall ensure that the Controller's Personal Data is kept confidential, is not disclosed to third parties, and is only used in a manner described in the Agreement. The Supplier shall also ensure that the Personal Data is only processed by persons authorised to

do so and who have committed to confidentiality or are under a statutory obligation to confidentiality.

- 5.3 The Supplier shall implement all appropriate technical and organisational measures needed to prevent the unauthorised or unlawful processing of Personal Data and to prevent its unintentional loss, alteration, destruction or damaging.
- 5.4 The Supplier shall assist the Controller (taking account of the nature of the Service), by taking the appropriate technical and organisational measures and in so far as possible, to fulfil the Controller's obligation to respond to the requests of data subjects to exercise their rights (Chapter III of the general data protection regulation). If the Supplier has implemented an online service for the data subjects to access their personal data, the Controller authorises the Supplier to respond, on their behalf, to the request of data subjects to review their personal data.
- 5.5 The Supplier shall assist the Controller in ensuring compliance with the obligations laid down in Articles 32–36 of the GDPR (implementing security measures, managing personal data breaches, conducting data privacy impact assessments, and participating in prior consultations with the supervisory authority), taking account of the nature of the processing and the information available to the Supplier.
- 5.6 The Supplier shall provide to the Controller all information that is necessary to demonstrate compliance with the obligations of a controller.
- 5.7 The Supplier shall inform the Controller, without undue delay, of all requirements and inquiries made by the data subjects and data protection authorities concerning the processing of personal data by the Controller.
- 5.8 The Supplier shall inform, without undue delay, the contact person specified by the Controller by email of all information security breaches that affect the Controller's Personal Data. The notification shall include a description of the nature of the personal data breach, the categories of data subjects that the breach was targeted at, the estimated number of data subjects and the types of Personal Data affected, a description of the likely consequences of the personal data breach, and a description of the corrective measures performed by and proposed by the Supplier in order to mitigate the negative impacts. The Supplier shall document all observed information security breaches, their impacts, and implemented corrective measures.

## **6. AUDIT**

- 6.1 The Controller has the right, at its own expense, to audit the Supplier's and its sub-processor's compliance with these special terms and conditions concerning the processing of personal data. Unless otherwise has been agreed upon, the audit shall be carried out by an independent third party expert appointed by the Controller. The auditor cannot be a competitor of the Supplier. The Supplier has the right to reject the auditor if these criteria are not met.
- 6.2 The Controller shall notify the Supplier of the audit in writing no less than two weeks in advance. The auditor shall sign a written commitment to confidentiality prior to the audit, based on which the auditor is bound by the same level of confidentiality as what has been agreed upon in the Agreement signed between the Customer and the Supplier.
- 6.3 The Supplier shall participate in the audit at its own expense.

## **7. LOCATION OF PERSONAL DATA**

- 7.1 The Supplier shall be entitled to transfer personal data freely within the European Economic Area in order to provide the Service. The Controller is entitled to receive, at any time, information on the location of the data centres where Personal Data is being processed.

7.2 The Supplier shall not transfer the Controller's Personal Data outside the European Economic Area without the Controller's prior written consent, unless expressly agreed otherwise in the Agreement.

## **8. SUB-PROCESSORS**

8.1 The Controller grants the Supplier a general prior authorisation to use sub-processors located within the European Economic Area in the provision of the Services and in the Personal Data processing. The Supplier shall sign a written contract with each sub-processor on the processing of Personal data, based on which the sub-processor shall have at least the same obligations as those set out in this Annex.

8.2 The Controller has the right to receive information of the sub-processors that are being used by the Supplier at any given time and of any changes to the use of sub-processors. If the Controller does not accept a change in the use of sub-processors, the Controller has the right to terminate the Service Agreement to end immediately without a notice period.

## **9. MAINTENANCE, DELETION AND RETURN OF PERSONAL DATA**

9.1 During the validity period of the Agreement, the Controller shall be responsible for maintaining its own Personal Data and for deleting any obsolete Personal Data. During the validity period of the Agreement, the Supplier shall only delete Controller's Personal Data as described in the special terms and conditions of the Service, unless they have the Controller's explicit request to do so. However, the Supplier may, in connection to its normal technical maintenance activities and on its own initiative, correct any clear errors observed in the data entered by the Controller, such as erroneous country codes of telephone numbers. The Supplier shall notify the Controller in writing of any corrections.

9.2 When the Agreement ends, the Supplier shall either return to the Controller or delete the Controller's Personal Data in the manner specified in the General Terms of Service or the special terms and conditions of the Service.

## **10. RECORDS OF PROCESSING ACTIVITIES**

10.1 The Supplier shall keep records of processing activities available to the Controller.

## **11. FEES CHARGED FOR THE SERVICES**

11.1 The Supplier shall be entitled to charge a fee for any tasks that are performed at the Controller's request under this annex to the Agreement in accordance with the Supplier's valid pricelist when the said task is not included in the standard service fee charged for the Service.

## **12. LIMITATION OF LIABILITY**

12.1 The limitation of liability agreed upon in the General Terms of Service shall be applied to these special terms and conditions of personal data processing. The liability of the Parties for a compensation to be paid to data subjects based on Article 82 of the Data Protection Regulation is, however, determined in accordance with the said article.

## **13. CONTACT PERSONS IN MATTERS RELATED TO PERSONAL DATA PROCESSING**

13.1 The Controller shall provide to the Supplier the name and contact details of the person within the Controller's organisation who is responsible for the processing of Personal Data and for data protection.

13.2 The contact details of the Supplier's Data Protection Officer:

Email	tietosuoja@vastuugroup.fi
Postal address	Data Protection Officer Vastuu Group Ltd Tarvonsalmenkatu 17 B, FI-02600 Espoo

**SPECIAL TERMS AND CONDITIONS OF THE COMPANY ACCOUNT SERVICE  
(19 SEPTEMBER 2022)**

**1. SCOPE**

- 1.1 These special terms and conditions of the Company Account service shall apply to the provision of the Supplier's Company Account service and to the use of the contents that are provided through it.
- 1.2 In addition to these special terms and conditions, the Supplier's General Terms of Service shall be applied to the use of the Service. If there is discrepancy between these special terms and conditions and the Supplier's General Terms of Service or some other terms and conditions, these special terms and conditions shall take precedence.

**2. CONTENTS OF THE SERVICE**

- 2.1 The up-to-date contents, service descriptions, available service types, and prices have been described on the Website.
- 2.2 Through the Company Account service, the Customer can use and manage the other Services provided by the Supplier. In addition, the Company Account service is used to manage the customer relationship between the Supplier and the Customer.
- 2.3 In the Service, the Customer opens an account (an "**Account**") through the Supplier's Website. This Account is used by users who have been authorised by the Customer (each of them separately a "**User**").
- 2.4 To open an Account, to register as a User, and to use the Service:
  - 2.4.1 the natural person shall be at least sixteen (16) years of age;
  - 2.4.2 The person registering the account shall have the sufficient right to represent the Customer in opening the account in the Service on the Customer's behalf; and
  - 2.4.3 the person shall provide sufficient, accurate, and correct contact details and other information required for the Service.
- 2.5 Subscribing to some of the Supplier's Services requires that the Company Account has been verified by using a strong electronic authentication method or some other method accepted by the Supplier. Correspondingly, the use of some of the Supplier's Services requires that the identity of the User has been verified by using a strong electronic authentication method or some other method accepted by the Supplier.
- 2.6 The provision of false or misleading information in connection to the Account or User registration is strictly prohibited. The Supplier may require that the strong electronic authentication of a person be repeated at a certain interval.
- 2.7 Each Account shall always have at least one (1) main user, who manages the Account of behalf of the Customer. The main user can grant other Users the right to use the Account and can also grant main user rights to such Users.
- 2.8 Each User may only use the Service with their own personal credentials. The User shall protect their username, password, private keys, and other credentials so that they are not disclosed to third parties. The Customer and the User authorised by the Customer shall immediately notify the Supplier of a loss, disclosure, or misuse of credentials.
- 2.9 The Customer shall change (and ensure that its authorized the Users change) the passwords and other credentials that are needed to use the Service on the request of the Supplier, if this is necessary because of an information security risk affecting the Service. The Supplier has the



right to make changes to any credentials if this is necessary for technical, information security -related, or some other similar reason. The Customer is responsible for paying its own expenses resulting from such changes.

- 2.10 The Customer shall notify the Supplier of any loss or disclosure of its or its authorized User's username or password. The notification shall be made by email to [asiakaspalvelu@vastuugroup.fi](mailto:asiakaspalvelu@vastuugroup.fi).

### **3. PERSONAL DATA AND DATA PROTECTION**

- 3.1 The Supplier acts as the Controller of personal data collected through the Company Account service. The Processing of personal data collected through the Company Account service has been described in the privacy notice of the Supplier's customer and marketing communications register, which can be found on the Website.

## **SPECIAL TERMS AND CONDITIONS OF THE EMPLOYEE MANAGEMENT SERVICE (19 SEPTEMBER 2022)**

### **1. SCOPE**

- 1.1 These special terms and conditions of the employee management service shall apply to the provision of the Supplier's Employee Management service and to the use of the contents that are provided through it.
- 1.2 In addition to these special terms and conditions, the Supplier's General Terms of Service shall apply to the use of the Service. If there is discrepancy between these special terms and conditions and the Supplier's General Terms of Service or some other terms and conditions, these special terms and conditions shall take precedence.

### **2. CONTENTS OF THE SERVICE**

- 2.1 The up-to-date contents, service descriptions, available service types, and prices have been described on the Website.
- 2.2 Employee Management is a free service for employer companies in the construction and shipbuilding sector to convey 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, the employer who has the primary decision-making power in the shipyard area, or some other administrator of the work site. In the construction sector, the Employee Management service can be used to collect and convey personal data to main contractors that use the Supplier's Building Site Register or a similar third-party information system to submit to the Finnish Tax Administration the employee reports required by the Tax Procedure Act (in Finnish "verotusmenettelylaki") on persons working at the work site and to compile the personnel lists of persons working at the building site that are required by the Occupational Safety and Health Act (in Finnish "työturvallisuuslaki"). In the shipbuilding sector, the Employee Management service is used for collecting and transferring data to the employer that uses the primary decision-making power at the shipyard so that they can prepare personnel lists of persons working in the shipyard that are required by the Occupational Safety and Health Act.
- 2.3 The Customer can use the Employee Management service to order additional free and payable services that are being provided by the Supplier at any given time. Such additional services are described on the Supplier's website.
- 2.4 In the Employee management service, Customer data includes:
  - The employee and employment information entered into the Service by the Customer.

### **3. PERSONAL DATA AND DATA PROTECTION**

- 3.1 In connection to the Employee Management service, a personal data file is created into the Service. The Customer will be the Controller of this personal data file. The Supplier will process the personal data saved in the Service in accordance with these special terms and conditions and the special terms and conditions of personal data processing.
- 3.2 The Customer will collect and process the personal and employment data of their own employees in the Employee management service to be able to convey this personal data through the Services to third parties in order to fulfil its statutory and contractual notification liabilities as a Controller in the manner described in the terms and conditions of the Services. The Customer will also process the personal data in order to subscribe to the Supplier's other Services, such as Valti cards.
- 3.3 Data subjects included in the personal data file are the employees, managers, unpaid voluntary workers, independent workers, and trainees working for the Customer. The Customer shall not

report as their own employees persons who are employed by a Customer's subcontractor, partner, or a third party.

- 3.4 The personal data processed in the Service include, e.g., the following types of personal data, depending on the service components selected by the Customer:
- 3.4.1 the name of the person
  - 3.4.2 the Finnish personal identity code or a similar foreign personal identity code, a tax number, and date of birth
  - 3.4.3 registration status in the tax number register of the Finnish Tax Administration (construction sector, shipbuilding, sector, or both)
  - 3.4.4 photograph
  - 3.4.5 nature of employment
  - 3.4.6 the employee's sectors of work (construction, shipbuilding, or both)
  - 3.4.7 the employer's name, business ID, contact details, and the name and contact details of the company's representative
  - 3.4.8 country of residence
  - 3.4.9 nationality
  - 3.4.10 telephone number
  - 3.4.11 email address
  - 3.4.12 address in the country of residence
  - 3.4.13 valid Valtti card details
  - 3.4.14 the last verification date of personal data
- 3.5 In addition, card data contained in the Supplier's Valtti card register and competence data contained in the Taito Competence Register can be linked with employee data.
- 3.6 The Customer authorises the Supplier to respond to data subject access requests received from data subjects to inspect their personal data that is being processed in the Employee management service.

#### **4. DISCLOSURE OF EMPLOYEE DATA**

- 4.1 The Customer may convey the personal data of their own employees through the Employee management service to its contracting parties for the following purposes:
- 4.1.1 preparation of a list of persons working at a shared construction site or a shipyard area pursuant to section 52b of the Occupational Safety and Health Act
  - 4.1.2 verification of the validity of the photographic ID required by section 52a of the Occupational Safety and Health Act and verification of the registration of the employee in the tax number register
  - 4.1.3 implementation of work site orientation and other measures required in the Occupational Safety and Health Act from the main contractor or the main implementer of the building site or from the party using the primary decision-making power at the shipyard area in order to ensure and promote safety at work
  - 4.1.4 Preparation of monthly employee reports to the Finnish Tax Administration as required in the construction sector by section 15b of the Tax Procedure Act

- 4.1.5 fulfilment of other statutory and contractual obligations of the party
  - 4.1.6 implementation of access control at a construction site, a shipyard, or other work site
  - 4.1.7 verification of professional competencies of a person participating in worksite orientation at a construction site, a shipyard, or other work site
  - 4.1.8 verification of the validity of professional competencies required for a work task
  - 4.1.9 ensuring compliance of the activities with occupational safety regulations
  - 4.1.10 supervision at a construction site, a shipyard, or other work site
  - 4.1.11 ensuring compliance with the contracting party's own quality, operating, or similar systems
  - 4.1.12 ensuring that the activities of contractors and independent workers operating at the contracting party's building site or other work site comply with the contracts
  - 4.1.13 other purposes subject to the data subject's explicit consent.
- 4.2 The disclosure of personal data to another Controller will be implemented by using the interfaces provided by the Supplier so that the transfer of employee data either requires that Valtti card IDs be read or there is another method to recognize the contractual relationship between the Customer and the other Controller and the purpose for which the data will be used.
- 4.3 The Customer shall be responsible for ensuring that they have the rights to save the personal data of their employees into the Service and to transfer such data to its business partners as set out in this document and the privacy notice of the Service.
- 4.4 The Customer shall ensure that all data they have entered into the Employee Management service, particularly the data concerning the employee's employment, is correct and up-to-date. The Customer shall not report as their own employees persons who are employed by a Customer's subcontractor, partner, or a third party.

## **5. MAINTAINING AND DELETING PERSONAL DATA**

- 5.1 The Customer shall keep the data contained in their employee register, included in the Employee management service, up to date. The Customer shall, at the Supplier's request and at least once in every twelve (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 Customer shall also be responsible for marking the employment of the employee as ended in the Service when their employment has ended. If the Customer discontinues its operations without marking the employments as having ended, the Supplier may do this on its own initiative.
- 5.2 The Customer authorises and instructs the Supplier to verify, at a regular interval, that each employee is included in the tax number register and to automatically re-enter them into the tax number register if the Customer has, within the past 24 months, verified in the Service that the employment and personal data of the employee are up to date. A prerequisite for this re-registration of an employee in the tax number register is that the Finnish Tax Administration provides for this purpose an application interface or another method that is acceptable for the Supplier.
- 5.3 The Customer authorises and instructs the Supplier to automatically delete employees from the employee register and to deactivate their Valtti cards if the Customer has not within the past twenty-four (24) months verified the validity of the employee's employment and the correctness of their Personal Data contained in the employee register. The Supplier shall remind the Customer in good time beforehand of the need to verify the employee data contained in the employer register through the user interface of the Service. The Supplier shall also send a verification request to the email address of the contact person provided by the Customer in the

Service or, when no contact person has been specified, to the email address of any other named User. The Supplier shall send a verification request by email no later than thirty (30) days before the automatic deletion of employee data and the deactivation of the Valtti card. The request shall state that unless the Customer verifies the data by the time limit specified in the request, employee data will be deleted and the Valtti card will be closed automatically.

- 5.4 If the Customer repeatedly neglects their duty to maintain the data contained in their employee register and to ensure that the said data is up to date and fails to correct its neglect within thirty (30) days of receiving a written notification to do so from the Supplier, the Supplier has the right to terminate the Customer's right to use the Employee Management service, delete the employee data saved in the Employee Management service, and close all valid Valtti cards ordered by the Customer. The notification concerning request for correction shall be sent to the email address of the contact person provided by the Customer in the Service for the Employee Management service, or, if no contact person has been specified, to the email address of any named User.
- 5.5 Employment and personal data of each former employee will be stored in the Service for the minimum of eighteen (18) months, which is the time during which the other users of the Service that act as the main contractors can make correction notifications regarding the employee reports they have submitted to the Finnish Tax Administration.
- 5.6 Once the employment relationship has ended, the employment and personal data of the employee can be stored in the Building Site Register of the main contractor or the party that uses the primary decision-making power at the shipyard if they use the Supplier's Building Site Register service, for as long as the said information is needed for the above purposes by other users. The minimum data storage period in accordance with the Tax Procedure Act is six (6) years from the end of the year when the building site was completed. The minimum storage period of personnel lists (in accordance with the Occupational Safety and Health Act is six (6) years from the end of the year when the work site was completed.

## **SPECIAL TERMS AND CONDITIONS OF THE VALTTI CARD SERVICE (14 SEPTEMBER 2023)**

### **1. SCOPE**

- 1.1 These special terms and conditions of the Valtti card service shall apply to the provision of the Supplier's Valtti card service and to the use of the contents that are provided through it.
- 1.2 In addition to these special terms and conditions, the Supplier's General Terms of Service shall apply to the use of the Service. If there is discrepancy between these special terms and conditions and the Supplier's General Terms of Service or some other terms and conditions, these special terms and conditions shall take precedence.

### **2. CONTENTS OF THE SERVICE**

- 2.1 The up-to-date contents, service descriptions, available service types, and prices have been described on the Website.
- 2.2 The Valtti card is a photographic identification card for use at construction sites and shipyards in accordance with the Occupational Safety and Health Act (in Finnish "työturvallisuuslaki"). Valtti cards can only be issued to persons who, at the time the card is ordered, are included in the Finnish Tax Administration's tax number register(s) of the construction and/or the shipbuilding sector(s).
- 2.3 The person for whom the Valtti card has been ordered is, in these special terms and conditions, called the "**Card holder**".
- 2.4 The Supplier's card service consists of the following:
  - The Valtti card, which is an identity card that can be used, e.g., as a personal photographic ID card at a construction site or a shipyard as referred to in the Occupational Safety and Health Act (2002/738).
  - An online service in which the Customer can order Valtti cards and manage the Valtti cards of Card holders that are employed by the Customer.
  - Interfaces through which the data contained in the Valtti service can be transferred to third parties.
  - A revocation list, which is offered to the Customer and third parties through an application interface and allows for checking if a Valtti card has been closed.
  - An online service that is provided to Card holders and in which the Card holder can manage their own information. Separate terms and conditions of use will be applied to the online service provided to Card holders.
- 2.5 Valtti cards are personal and bound to the employment relationship between the Card holder and the Customer. An individual Valtti card may only be used by the Card Holder to whom it was issued. The right to use the Valtti card is conditional to that the information contained on the Valtti card is correct and up-to-date and that the Valtti card is valid.
- 2.6 The Card Holder's information printed on the Valtti card is stored in the Supplier's electronic card register. The information stored in this card register may be retrieved for the purposes specified in the Agreement as part of the Valtti card service. Information may be disclosed for the purposes specified in section 4.1 of the terms of use of the Employee Management service.
- 2.7 In addition, the chip contained in the Valtti card includes a smart card application, in which the Card holder's information specified in the service description have been recorded. The application enables the information of the Card holder to be inspected without connecting to the Supplier's systems. The information recorded in the application is protected with a PIN

code, which is being administered by the Card Holder. If the PIN code is repeatedly entered incorrectly, the card will be closed. A closed card cannot be re-activated. Documentation related to the smart card application and its information security (e.g., the information of the certificates of the Valtti card) can be found on the Supplier's Website.

3. The Customer may not install its own applications on the chip, unless this has been agreed upon separately, e.g., in the group wide Agreement concerning the Valtti card.

#### **4. ORDER PROCESS**

- 4.1 Valtti cards can be ordered through the Supplier's Website.

- 4.2 To order a Valtti card to a Card Holder:

- The Customer must have a Company account, which has been verified by using a method accepted by the Supplier;
- The Card Holder must be included in the tax number register, if the Valtti card is of the type that is linked to the tax number register.

- 4.3 The details of the Card Holders are entered into the Supplier's Employee Management service. The Customer shall verify the entered information carefully before ordering the Valtti cards. The Supplier will not check the information entered by the Customer separately, e.g., for typing errors, and the Customer is solely responsible for ensuring that the information on the ordered Valtti cards is correct.

- 4.4 The Card Holder shall verify the Valtti card electronically within four (4) weeks from the day on which the card was ordered. The verification shall be completed by using the online service provided to Card Holders or by using some other method approved by the Supplier. If the Card Holder fails to verify the Valtti card within the time limit specified in this section, the Supplier may close the Valtti card in accordance with these special terms and conditions and restrict the information that can be retrieved of the Valtti card through application interfaces.

#### **5. TAX NUMBER REGISTER**

- 5.1 If the type of the Valtti card is such that it is bound to a tax number, the Customer shall provide, in connection to ordering the Valtti card, the tax number of the Card Holder, as well as the tax number register with which the Card Holder has been registered. Markings of tax number registrations will be printed on the Valtti cards as set out in the Valtti card service description.

- 5.2 The selected tax number registers cannot be changed after the Valtti card has been ordered. If the tax number registrations change, the Customer shall order a new Valtti card for the Card Holder.

#### **6. DELIVERY**

- 6.1 Valtti cards will be delivered by post to the delivery address provided by the Customer in the Service. Valtti cards are only delivered to addresses in Finland.

- 6.2 The delivery time of Valtti cards is around fourteen (14) days from the date the order was received.

- 6.3 The Customer shall notify the Supplier of any errors observed in the delivered Valtti cards in writing immediately after the Customer has received the delivery by email to [asiakaspalvelu@vastuugroup.fi](mailto:asiakaspalvelu@vastuugroup.fi).

- 6.4 The delivery of Valtti cards shall be deemed as approved: (i) if the Customer does not report any defects in writing within seven (7) days from the delivery of the said Valtti card, (ii) if the Customer explicitly approves of the delivery, or (iii) when the Supplier has corrected the defects the Customer has reported in accordance with the Agreement, or (iv) when the Customer or the Card Holder has taken the card into use.

6.5 Defects that do not materially impair the use of the Valtti card do not prevent the approval of the delivery.

6.6 The Supplier grants each Valtti card a limited three-month warranty as of the order date. The warranty covers the renewal of the Valtti card in case of a chip malfunction or some other technical fault in the card. The Supplier's liability for the defects of the Valtti card shall be restricted to what is stated in this section.

## **7. VALIDITY, DEACTIVATION, AND RENEWAL OF A VALTTI CARD**

7.1 Valtti cards will remain valid for three (3) years; the expiration date has been marked on the card. Expired Valtti cards shall be renewed by ordering a new card.

7.2 If a new Valtti card is ordered for a Card Holder, the new card shall automatically replace the Card Holder's previous Valtti card, which will be closed automatically within four (4) weeks from the order date of the new card or the verification of the new card, whichever takes place first.

7.3 The Customer shall always close the Card Holder's Valtti card immediately by using the Supplier's Valtti card service when the employment of a Card Holder, who is an employee of the Customer, ends or when the information printed on the Valtti card change or the Card Holder's Valtti card has been lost. Closed cards shall be destroyed in a secure manner, e.g., by shredding.

7.4 The Supplier may close individual Valtti cards without a separate notification if:

- the Customer who ordered the card has not within the twenty-four (24) months preceding the closing verified in the Employee Management service that the employment and personal data of the Card Holder, who is an employee of the Customer, is up to date;
- The Valtti card is linked to a tax number and the Card Holder has been removed from the Finnish Tax Administration's tax number register;
- The Valtti card has not been verified in accordance with section 4.4.
- The Valtti card contains incorrect or defective information; or
- the Valtti card has been used against the terms and conditions of the Agreement.

7.5 The Supplier can close all Valtti cards issued to the Customer's employees if the Customer has repeatedly neglected the maintenance of the personal data included in its employee register in the Employee Management service, or if the Customer or its employees repeatedly use Valtti cards in breach of the Agreement, or the Customer has not paid all overdue invoices within fourteen (14) days of a written payment reminder sent by the Supplier.

7.6 A closed Valtti card cannot be reactivated.

## **8. PERSONAL DATA AND DATA PROTECTION**

8.1 The Supplier acts as the Controller of the personal data collected through the Valtti card service. The personal data collected through the Valtti card service will be processed in the manner described in the privacy notice of the Supplier's Valtti card service. The privacy notice can be found on the Supplier's Website.

8.2 The Supplier may collect and publish in its own company information services and in the company information services of its business partners information on the aggregated amounts of issued and valid Valtti cards when such information does not contain personal data of any individual Card Holder. The published amounts can be provided as per company, a group of companies or an industry sector, or by using some other grouping criteria.

8.3 For the sake of clarity, the Customer may only use the Card Holders' personal data in accordance with the privacy notice of the Valtti card service and for the accepted purposes of



the construction site, shipyard, or other work site, which have been described in section 4.1 of the special terms and conditions of the Employee Management service.

## **9. TRANSITION TERMS AND CONDITIONS**

- 9.1 Currently in the Service there are two different versions of the Valtti cards. The older 1.0 version could be ordered until 18 September 2022. As of 19 September 2022 only the new 2.0 version cards can be ordered.
- 9.2 For the above reason, some of these special terms and conditions of the Valtti card service shall be exceptionally applied, during the transition period, as has been separately agreed upon in this section 9.
- 9.3 Once these terms and conditions have taken effect, the Supplier shall only issue version 2.0 Valtti cards. However, the Supplier will continue to support the already issued version 1.0 Valtti cards at least until 31 May 2025. The Supplier shall notify the contact person who the Customer has specified in its company account of the discontinuance of the support by email no less than six (6) months in advance. After the support has ended, the Supplier will close all version 1.0 Valtti card regardless of the validity period marked on them.
- 9.4 The Customer shall verify its Company account in accordance with section 4.2 in accordance with the customer group specific time schedule that is published on the Supplier's website. The Customer's Card Holders can only verify their Valtti cards after the Customer has verified its Company account.
- 9.5 The Card Holders shall verify their Valtti card in accordance with section 4.4 in accordance with the customer group specific time schedule that is published on the Supplier's website. After the published deadline any unverified Valtti card will be closed. The verification obligation does not apply to version 1.0 Valtti cards.

## **SPECIAL TERMS AND CONDITIONS OF THE BUILDING SITE REGISTER SERVICE (19 SEPTEMBER 2022)**

### **1. SCOPE**

- 1.1 These special terms and conditions of the Building Site Register service shall apply to the provision of the Supplier's Building Site Register service and to the use of the contents that are provided through it.
- 1.2 In addition to these special terms and conditions, the Supplier's General Terms of Service shall apply to the use of the Service. If there is discrepancy between these special terms and conditions and the Supplier's General Terms of Service or some other terms and conditions, these special terms and conditions shall take precedence.

### **2. CONTENTS OF THE SERVICE**

- 2.1 The up-to-date contents, service descriptions, available service types, and prices have been described on the Website.
- 2.2 The Building Site Register service is a service for the main contractor of the building site and the employer who uses the principal decision-making power at the shipyard that enables the Customer to fulfil their certain obligations under the Occupational Safety and Health Act (2002/738), The Tax Number Act (2021/473), Tax Procedure Act (1995/1558), and the Act on the Contractor's Obligations and Liability when Work is Contracted Out (2006/1233).
- 2.3 In the Building Site Register service, Customer data includes all information entered into the Service by the Customer and the information and reports created in the Service.

### **3. THE PERSONAL DATA THAT WILL BE COLLECTED AND PROCESSED IN THE BUILDING SITE REGISTER SERVICE**

- 3.1 In connection to commencing the Building Site Register service, a personal data file is created into the Service. The Customer will be the Controller of this personal data file. The Supplier shall process the personal data recorded in the Service in accordance with these special terms and conditions and the special terms and conditions of personal data processing.
- 3.2 Data subjects are persons who work at the building site, where the Customer acts as the main contractor or the main implementer.
- 3.3 The personal data that will be processed in the service include the following types of personal data depending on the service components selected by the controller:
  - 3.3.1 the name of the employee;
  - 3.3.2 tax number and date of birth;
  - 3.3.3 information on registration in the tax number register of the Finnish Tax Administration;
  - 3.3.4 nature of the employment;
  - 3.3.5 the name, business ID and contact details of the employer, and the name and contact details of the employer's representative;
  - 3.3.6 country of residence;
  - 3.3.7 nationality;
  - 3.3.8 telephone number;
  - 3.3.9 email address;

- 3.3.10 address in the country of residence;
  - 3.3.11 Valtti card information of the person;
  - 3.3.12 competence information of the person;
  - 3.3.13 access rights at the building site/worksite; and
  - 3.3.14 time stamps collected from the building site's/worksite's access control system.
- 3.4 The Supplier will collect and save the personal data of the Service users in the Supplier's customer and marketing communications register. The privacy notice of the Supplier's customer and marketing communications register can be found on the Supplier's Website.

#### **4. THE CUSTOMER'S RIGHT TO USE THE SERVICE AND THE MATERIALS CONTAINED IN IT**

- 4.1 The user right agreed upon in the General Terms of Service shall be restricted for the Building Site Register Service as specified in this section.
- 4.2 The Customer is given the right to use the Service and to process company and personal data transmitted through the Service for the following purposes:
- 4.2.1 preparation of a list of persons working at the construction site pursuant to section 52b of the Occupational Safety and Health Act;
  - 4.2.2 verification of the validity of the photographic ID required by section 52a of the Occupational Safety and Health Act;
  - 4.2.3 implementation of work site orientation and other measures required in the Occupational Safety and Health Act from the main contractor of main implementer in order to ensure and promote safety at work;
  - 4.2.4 preparation of monthly reports submitted to the Finnish Tax Administration in accordance with sections 15 b and 15 c of the Tax Procedure Act;
  - 4.2.5 fulfilment of statutory and contractual obligations concerning the Customer;
  - 4.2.6 implementation of access control at the construction site;
  - 4.2.7 verification of professional competencies of a person participating in worksite orientation at a construction site;
  - 4.2.8 verification of the validity of professional competencies required for a work task;
  - 4.2.9 ensuring compliance of the activities with occupational safety regulations;
  - 4.2.10 supervision at the construction site;
  - 4.2.11 ensuring compliance with the Customer's own quality, operating or similar systems;  
or
  - 4.2.12 ensuring that the activities of contractors and independent workers operating at the Customer's building site or other work site comply with the contracts

#### **5. REMOVAL OF INFORMATION**

- 5.1 Before the contract is terminated and ends, the Customer shall save all Customer data that it needs from the Service in their own systems, such as copies of reports submitted to the Finnish Tax Administration. The Supplier shall assist the Customer, upon request, for a fee specified in the pricelist, which can be found on the Website. After the Agreement has ended, the Supplier has the right to delete all Customer data and materials from the Service.

## **SPECIAL TERMS AND CONDITIONS OF THE TAITO COMPETENCE REGISTER (19.9.2022)**

### **1. SCOPE**

- 1.1 These special terms and conditions of the Taito Competence Register service shall apply to the provision of the Supplier's Taito Competence Register service and to the use of the contents that are provided through it.
- 1.2 In addition to these special terms and conditions, the Supplier's General Terms of Service shall apply to the use of the Service. If there is discrepancy between these special terms and conditions and the Supplier's General Terms of Service or some other terms and conditions, these special terms and conditions shall take precedence.

### **2. CONTENTS OF THE SERVICE**

- 2.1 The up-to-date contents, service descriptions, available service types, and prices have been described on the Website.
- 2.2 The Taito Competence Register is a service for employers that supplements the Supplier's Building Site Register service and the Employee Management service so that the Customer who ordered the Service can collect, verify, monitor, and maintain the professional competence information of their employees. In addition, the Customer can share professional competence information (i) by providing their employees with the Valtti card, which enables third parties to read their professional competence information using a card reader application compatible with the Service, (ii) authorising otherwise their contracting parties to access the professional competence information, and (iii) sharing their employees' professional competence information, by means of entries in the Building Site Register service, with other Users that have been identified as being the Customer's partners, such as client companies, or the main contractors, main implementers or constructors operating at shared construction sites, to ensure the fulfilment of statutory and contractual obligations and safety at work.
- 2.3 The competence information contained in the Taito Competence Register can be viewed by using either the application provided by the Supplier or a third-party application included in its partner programme. These applications either read the Valtti card presented by the employee and retrieve the employee information from the Taito Competence Register based on their card ID or retrieve the information from the Taito Competence Register through an interface provided by the Supplier.

### **3. PERSONAL DATA AND DATA PROTECTION**

- 3.1 The Supplier acts as the Controller of personal data collected through the Taito Competence Register service. Personal data collected through the Taito Competence Register will be processed in the manner described in the Supplier's privacy notice of the Taito Competence Register, which can be viewed on the Website.
- 3.2 The Customer may record into the Service its employees' professional competence information together with related validity information and any other information required by the Service. Third parties that grant or administer professional qualifications may transfer professional competence information directly into the Service or verify validity of reported professional competences when the data subject has provided their consent for including such professional competence in the Taito Competence Register.

### **4. CUSTOMER'S AUTHORISATION TO THE SUPPLIER**

- 4.1 By creating credentials for the Service and accepting these special terms and conditions, the Customer authorises the Supplier:

- 4.1.1 to check the accuracy and validity of certain professional competence information provided by the employer, in cooperation with parties that grant or monitor professional qualifications;
  - 4.1.2 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, based on a contract signed with the employer, have the right to check competence information related to the employer's employees; and
  - 4.1.3 to disclose, based on a single or mass transfer request, information entered into the personal data file to Finnish authorities that are responsible for the implementation and monitoring of the Act on the Contractor's Obligations and Liability when Work is Contracted Out or the laws concerning occupational safety and health or taxation, and for the elimination of the black economy.
- 4.2 The employer shall be responsible for ensuring that they have the right:
- 4.2.1 to add new professional competence information of an employee into the Taito Competence Register; and
  - 4.2.2 to publish and disclose the competence information of an employee in the Service to other users of the Service.

## **5. CUSTOMER'S RIGHT TO USE THE SERVICE**

- 5.1 The user right agreed upon in the General Terms of Service shall be restricted for the Taito Competence Register service as specified in this section.
- 5.2 All Users of the Service shall have the right to process the professional competence information of other employer's employees for the following purposes:
- 5.2.1 implementation of work site orientation and other measures required in the Occupational Safety and Health Act from the main contractor or the main implementer in order to ensure and promote safety at work and to fulfil other statutory obligations
  - 5.2.2 verification of professional competencies of a person participating in worksite orientation at a construction site or other work site
  - 5.2.3 verification of the validity of professional competencies required for a work task
  - 5.2.4 ensuring compliance of the activities with occupational safety regulations
  - 5.2.5 supervision at a construction site or other work site
  - 5.2.6 ensuring compliance with the User's own quality, operating or similar systems;
  - 5.2.7 ensuring that the activities of contractors and independent workers operating at the User's building site or other work site comply with the contracts

## **SPECIAL TERMS AND CONDITIONS OF THE VALVOJA SERVICE (19 SEPTEMBER 2022)**

### **1. SCOPE**

- 1.1 These special terms and conditions of the Valvoja service shall apply to the provision of the Supplier's Valvoja service and to the use of the contents that are provided through it.
- 1.2 In addition to these special terms and conditions, the Supplier's General Terms of Service shall apply to the use of the Service. If there is discrepancy between these special terms and conditions and the Supplier's General Terms of Service or some other terms and conditions, these special terms and conditions shall take precedence.

### **2. CONTENTS OF THE SERVICE**

- 2.1 The up-to-date contents, service descriptions, available service types, and prices have been described on the Website.
- 2.2 The Valvoja service enables the centralised management and archiving of the Supplier's Reliable Partner reports.
- 2.3 In the Valvoja service, the Customer data includes the monitoring lists created by the Customer and the Reliable Partner reports collected by the Customer of the companies that are being monitored.

### **3. PERSONAL DATA AND DATA PROTECTION**

- 3.1 In connection to the use of the Valvoja service, a list of companies that are being monitored by the Customer is created in the Service. The Customer is the controller of this data file. The Supplier processes the personal data saved in the monitoring list as a processor acting on behalf of the Customer in accordance with these special terms and conditions and the special terms and conditions of the processing of personal data.
- 3.2 Data subjects are the responsible persons of companies and communities included in the Customer's monitoring lists, who have been named in the trade register extract.
- 3.3 Types of personal data:
  - 3.3.1 personal data contained in the trade register extract, including the name, date of birth, nationality, domicile, and position in the company.
- 3.4 The Customer can add and remove companies onto their own monitoring list. When a company is removed from the monitoring list, the Service will no longer collect new reports of the said company but the previously collected reports will remain available.

### **4. PAYMENTS**

- 4.1 The Customer may have free trial access to the Valvoja service for thirty (30) days from the moment the Customer activates the Valvoja service in its use through the user interface of the Service. After the free trial period, the Valvoja service becomes a payable service. The price of the Service shall be determined based on the level of usage the Customer had during the trial period. The pricelist of the Valvoja service is always available on the Supplier's Website.
- 4.2 If the Customer does not wish to continue to use the Valvoja service after the free trial, the Customer shall terminate the Service by the end of the trial period. The free trial period can be used only once.
- 4.3 The opening fee specified in the pricelist shall be charged when the Customer continues to use the Service after the free trial period and when the Customer moves onto a higher level as regards the number of business IDs (e.g., from level S to level M). When the Customer moves onto a higher level, they shall pay the difference between the opening fee of the lower and the

higher levels. If the number of monitored business IDs reduces, the Supplier has no obligation to compensate or refund the difference in the opening fees.

- 4.4 The annual fee is determined based on the maximum number of business IDs monitored during each calendar year. The invoicing period of the annual fee is twelve (12) months calculated from the day following the end of the trial period. The annual fee is always invoiced at the beginning of the invoicing period.

## **5. CREDIT RATING INFORMATION**

- 5.1 As an addition service that is subject to a separate fee, the credit rating information of Bisnode Finland Oy's ("**Bisnode**") credit rating system or a similar credit rating information may be shown in the Valvoja service to illustrate the creditworthiness of monitored companies. The Supplier will update the credit rating information displayed in the service at least once a month.
- 5.2 A link to Bisnode's services can be added to the Service, through which the Customer can buy, as a payable service, Bisnode's more detailed credit rating and financial reports. In connection to the purchase transaction, the Customer will be directed to Bisnode's website, where they will purchase the service directly from Bisnode.
- 5.3 The Supplier shall not be in any way responsible for the credit rating and business information service provided by Bisnode, or for its availability or the contents provided through it.

## **6. TERM AND TERMINATION**

- 6.1 The Agreement on the Valvoja service will be valid until further notice. The free use of the Service during the trial period ends on the final day of the trial period if the Agreement has been terminated. After the trial period, the General Terms of Service shall be applied to the termination.

## **7. REMOVAL OF INFORMATION**

- 7.1 Before the Agreement is terminated and ends, the user shall save any Reliable Partner reports that they wish to keep into their own archive outside the Service. When the Agreement has ended, all monitoring lists and reports that the Customer has retrieved will be permanently deleted from the Service.

## **SPECIAL TERMS AND CONDITIONS CONCERNING RAPORTTI PRO SERVICE (19 SEPTEMBER 2022)**

### **1. SCOPE**

- 1.1 These special terms and conditions of the Raportti PRO service shall apply to the provision of the Supplier's Raportti PRO service and to the use of the contents that are provided through it.
- 1.2 In addition to these special terms and conditions, the Supplier's General Terms of Service shall apply to the use of the Service. If there is discrepancy between these special terms and conditions and the Supplier's General Terms of Service or some other terms and conditions, these special terms and conditions shall take precedence.

### **2. CONTENTS OF THE SERVICE**

- 2.1 The up-to-date contents, service descriptions, available service types, and prices have been described on the Website.
- 2.2 Raportti PRO is a Service that enables the storing of all Reliable Partner reports ("**Reports**") of Finnish and Estonian companies that have been retrieved by using the Customer's credentials for as long as the Customer's Raportti PRO service subscription is valid.
- 2.3 The retrieved Reports will remain available for as long as the Customer's Raportti PRO subscription is valid.
- 2.4 In the Raportti PRO service, the Customer data include the Reliable Partner reports that the Customer has retrieved.

### **3. PERSONAL DATA AND DATA PROTECTION**

- 3.1 In connection to the use of the Raportti Pro service, a list of collected Reports is created for the Customer in the Service. The Customer is the Controller of this list. The Supplier shall process the personal data saved in the Customer's report list as a processor acting on behalf of the Customer in accordance with these special terms and conditions and the special terms and conditions of the processing of personal data.
- 3.2 The Customer can remove selected Reports from their report list.
- 3.3 Data subjects included in the report list are the responsible persons of target companies and communities included in the retrieved Reports, who have been named in the trade register extract.
- 3.4 Types of personal data:
  - 3.4.1 personal data contained in the trade register extract, including the name, date of birth, nationality, domicile, and position in the company.

### **4. REMOVAL OF INFORMATION**

- 4.1 Before the Agreement is terminated and ends, the Customer shall save any Reliable Partner reports that they wish to keep into their own archive outside the Service. When the Agreement ends, all reports that the Customer has retrieved will be permanently deleted from the Service.