

Terms of use for Electronic Customer Services

January 14, 2012

1. Subject of Agreement and Contracting Parties

1.1. Based on this Agreement (hereinafter "Terms of Use"), the Customer and Itella Posti Oy agree on the use of the section of consumer web services requiring consumer registration, provided by Itella Group companies.

In this Agreement, the term "Services" refers to those Itella Group's consumer web services that require registration, the term "Customer" refers to a private individual using the services, and the term "Posti" refers to Itella Posti Oy. The Customer shall always be entitled to approach Posti in matters concerning the Services regardless of which Itella Group company has provided the service in question.

1.2. The contents of the Services shall be determined in accordance with these Terms of Use and, with respect to certain services, in accordance with separate agreements concerning those services (hereinafter "Service Agreements") and in accordance with information presented by Itella in connection with the Services.

1.3. Contact information for Posti: Itella Posti, street address: Postintaival 7 A, 00230 HELSINKI postal address: P.O. Box 1, FI-00011 ITELLA. Business ID: 0109357-9.

Enquiries about the Service: tel. 0200 71 000,
email asiakaspalvelu@posti.fi, Internet www.posti.fi.

2. Terms and Order of Precedence

2.1. The Customer also agrees to accept and abide by the Service-specific terms and instructions with special terms that supplement the Terms of Use or deviate therefrom. Should the terms be in conflict, the special terms of the Service Agreement and service-specific information presented in connection with the said service shall be applicable.

3. Registration as Customer and Access to Services

3.1. Access to the Services requires registration as a user of the Services, verification of identity, and acceptance of the Terms of Use and any Service Agreements. The Customer accepts the Terms of Use upon registering. Itella Posti Oy's consumer services are also subject to Itella Posti Oy's general delivery terms for cash and consumer customers ("[General delivery terms](#)"). The Customer shall have access to the Services based on identifiers given during registration. The methods of registration valid at the time are described in connection with the Services.

3.2. A certain age or other special requirements, such as a Finnish identity number, may be prerequisites for access to the Services. Service-specific special requirements are presented in connection with each service. Persons under the age of 15 may not accept the Terms of Use in their own name.

4. Processing of Customer's Personal Data

4.1. The Customer's personal data shall be entered in Posti's customer register upon registration. The Customer's personal data shall be processed in accordance with the Terms of Use and Service Agreements as well as in accordance with the Personal Data Act and the [File Description on customer registers](#) drawn up according to § 10 of the said Act.

4.2. The Customer shall be notified of the processing of personal data, and the Customer shall be requested in advance for any consent thereto in connection with the Services, in the Service Agreement or by other means, should such consent be necessary in order to

implement the Services.

4.3. Personal data provided in connection with the Services may enable the Customer to use or order products and services of Other Service Providers as defined below in Clause 7. In such a case, the Customer shall be notified of the transfer or other processing of personal data no later than the start of such processing. Should the transfer or other processing of personal data require the Customer's consent, such consent shall be requested no later than the start of the processing.

4.4. During registration, Posti shall provide the Customer with a 'postal name', or an identifier similar in nature to a 'permanent address' that will individualise the Customer. The postal name shall be used to verify unambiguously the identification of the Customer during the implementation of the Services at Posti and between Posti and its partners. With the Customer's consent, the postal name may also be used for other purposes.

5. Data Protection

5.1. The Services' data protection and privacy policies and related instructions as well as implementation of the right of inspection in accordance with the Finnish Personal Data Act are described in the Itella Corporation data protection and privacy instructions.

6. Use of Services

6.1. The Customer agrees to use the Services according to the applicable terms and conditions, instructions, laws and good practice. The Customer is entitled to use the Services according to the purpose of the Service. Without written consent from the assignee, the Customer is not allowed to copy, distribute, present in public, or commercially utilize the Service or parts of it.

6.2. The Customer shall cover all expenses caused by using the Services.

7. Products and Services Offered by Other Service Providers

7.1. Use of the Service may enable access to the use or ordering of products and services offered by third parties ("Other Service Provider"). Posti shall not be responsible for the products, services or operations of Other Service Providers, or for information provided by them.

Agreements for products and services of Other Service Providers shall be concluded between the Customer and the Other Service Provider. Posti shall not be party to any such agreement and shall not be liable for any obligations related thereto. Other Service Providers may register their own customers in their customer register, for which register they themselves bear responsibility.

8. Prices, and Methods and Terms of Payment

8.1. Prices

The prices for Posti's Services shall be determined by Posti's price sheets valid at the time, which are available in connection with the Services. Other Service Providers shall be responsible for the pricing of their own products and services, and for giving information on their prices.

8.2. Price Changes

Notification of changes in the price of services of a standing nature, as selected by the Customer, shall be given as specified in Clause 11.3. The respective price for other services shall be given in connection with each service.

8.3. Value Added Tax

Any changes in VAT or other changes in the prices of Services caused by legislation, statutes or measures taken by the authorities shall be taken into account with immediate effect upon their time of entry into force, at which time they shall automatically be added to the prices. Notification of all such changes shall be given in connection with the Services.

8.4. Methods of Payment

Services may be paid for using the methods of payment described in connection with the Services. Posti may change the available methods of payment. Notification of such changes shall be given in connection with the Services. Posti shall not be responsible for methods of payment offered by Other Service Providers, or for the functionality thereof.

9. Responsibility of the Customer

9.1. Identifiers

The use of identifiers (e.g. username and password) shall be equivalent to the Customer's personal signature in connection with payment transactions, placement of orders and other transactions. The Customer agrees to binding responsibility for all measures taken using the Customer's identifier, or by an act of the Customer or by order of the Customer.

Should the Customer's identifier fall into the hands of a third party or become lost, the Customer shall immediately replace his/her identifier or notify Posti thereof. The Customer's responsibility for use of the identifier and any damage caused to others by such use ends with immediate effect upon the Customer having given notification to Posti's Call Centre or upon the Customer having replaced his identifier. Additional information on the handling of identifiers can be found in Posti's Guidelines on Privacy Protection and IT Security. Posti may hand over the Customer's identifiers to parties other than the Customer only by authorisation granted by the Customer or by virtue of law.

9.2. Equipment

The Customer shall be personally responsible for the computer and other equipment, software and data communications used by the Customer meeting the requirements notified by Posti. The Customer shall be personally liable for the cost and operation of the equipment, software, and communications and data communications connections required for the use of the Services. When using the Services, the Customer shall abide by Posti's user instructions, and security and other instruction valid at the time. Detailed information can be found in Posti's Guidelines on Privacy Protection and IT Security.

9.3. Information

The Customer shall provide information necessary for the Services. The Customer shall immediately notify of any changes in information given. The Customer shall be responsible for the accuracy of information given for the Services. Posti shall verify the Customer's identity only. Posti shall not be under obligation to verify or to correct other information provided by the Customer in connection with the Services.

9.4. Material

Posti shall not monitor material produced, sent, conveyed or otherwise processed when utilising the Services, nor shall it be responsible for any illegal or offensive contents of such material. When using the Services, the Customer shall be responsible for not producing, sending, storing or otherwise processing any material that violates copyright or other rights, good practice, law, or official orders. Violations may result in an obligation to compensate for the damage or loss caused thereby, and may lead to penal sanctions. The Customer is liable, at its own expense, for any disputes arising from its material, and for any resulting legal and other costs, damages, and any other compensation.

The Customer shall be responsible for the contents and mode of presentation of material that (s)he has sent or otherwise processed with the aid of or via the Services. If the Customer is able to add his/her own material to the Services, (s)he must ensure prior to any use of such material, that the material is not in violation of the Terms of Use, the Service Agreement or Posti's instructions, and (s)he must also ensure that the material contains no computer viruses or other features that may cause damage. The Customer shall be responsible for not introducing into the Services any

material that contains viruses or other harmful features, and for not spreading or otherwise handling in a detrimental manner any such material.

The Customer shall undertake not to use the Services for sending detrimental or disruptive messages, such as spam, chain letters and unsolicited mass postings.

9.5. Consequences

Should information provided or material supplied to Posti by the Customer be in violation of the Terms of Use, the Service Agreements or Posti's instructions, Posti shall not be under obligation to implement the Services in accordance with the aforementioned Agreements or information provided by Posti on the Services.

Should it become apparent that material processed by the Customer with the aid of the Services is offensive in content, infringes upon another party's copyright or other rights, violates law, the Terms of Use of the terms of the Service Agreements, or may cause damage, Posti shall be entitled to delete such material. Furthermore, Posti shall be entitled, on grounds of misuse, to terminate the Terms of Use and/or the Service Agreement, and to suspend use of the Services in accordance with Clauses 12.2., 12.3. and 12.4.

10. Posti's Responsibility and Liability

10.1. Posti's responsibility for the Services are defined in these Terms of Use and additionally, or divergently, in the Service Agreements and in connection with the Services.

10.2. Posti shall assume responsibility for the appropriate encryption and protection procedures used in the transmission and processing of data so that the said procedures shall ensure the protection of confidentiality as prescribed by law when using the Services. Posti shall administer the Services so that they shall, by and large, be available for use 24 hours a day, 7 days a week. Posti may temporarily suspend the Services e.g. due to alterations or repairs, or measures caused by system maintenance. Posti shall not guarantee the continuous or flawless availability of the Services.

10.3. The sender shall be responsible for the contents and form of electronic and physical messages as well as other material conveyed by Posti. The sender shall also be responsible for having obtained all necessary consents and approvals from the recipient, and for the fact that the law in force entitles him/her to send messages to recipients. Posti shall only be responsible for material produced by Posti.

10.4. Posti's liability for damages shall be determined according to the laws and terms subject to the Service. The liability and compensation principles set out in Itella Posti Oy's [General terms of delivery](#) shall also be followed.

10.5. Should the Customer use the Services for any purpose other than that defined in Chapter 1 of the Consumer Protection Act, Posti shall only be liable for direct damages, limited to the amount paid by the Customer for said service.

10.6. The Customer shall as soon as possible notify Posti of any errors identified in the Service. The notification must be submitted within a reasonable time from when the consumer identified the error or should have identified it.

Transport services have sector-specific rules for remarks and expiry, which are indicated in the general terms of delivery.

11. Amending the Terms

11.1. The Customer shall be aware that Posti is continuously developing the Services, which

is why the range and contents of the Services available for use may change. Posti shall also be entitled to discontinue the provision of Services. In such a case, Posti shall be entitled to terminate the Terms of Use and/or the Service Agreement with respect to the Services or the part thereof that has been discontinued in accordance with Clauses 12.1 and 12.3.

11.2. If the Customer's obligations are not increased or his rights decreased by an amendment to the Terms of Use or the Service Agreement, or if the amendment to the agreement is due to a change in legislation or a decision taken by the authorities, Posti shall be entitled to give notification of such a change in connection with the Services. Any amendment due to a change in legislation or a decision taken by the authorities shall enter into force with immediate effect. Other amendments shall enter into force at the time notified by Posti, however not earlier than 30 days after notification has been given.

11.3. If the Customer's obligations are increased or his rights decreased by an amendment to the agreement and the amendment is not due to a change in legislation or a decision taken by the authorities, Posti shall notify the Customer of the amendment by physical or electronic letter or by other, personal means via the Services or in some other manner. The amendment shall enter into force at the time notified by Posti, however not earlier than after 30 days of Posti having announced the amendment.

11.4. Should the Customer not accept the new terms once having received notification from Posti in accordance with Clause 11.2 or 11.3, the Customer shall be entitled to give terminate the agreement. If the Customer gives notice termination to Posti in the manner described in Clause 12.1 or 12.3 not later than 7 days prior to the entry into force of the new terms, the new terms shall not be binding on the Customer. In such a case, the Customer shall be bound by the old terms until the entry into force of the new terms. The Customer's contractual relation shall expire upon the entry into force of the new terms at the latest.

12. Validity, Termination and Cancellation of Agreements and Services

12.1. Validity and Termination of Terms of Use

Remaining valid until further notice, the Terms of Use will become effective immediately once the Customer has accepted them by registering or by other means. Having concluded the Agreement, the Customer shall have a 14-day grace period during which (s)he may cancel the Agreement. However, the right of cancellation shall expire once the Customer has started using the Services. The Services may be subject to cancellation right exceptions based on the Finnish Consumer Protection Act. Related information is provided in conjunction with the Service.

Posti may terminate the Terms of Use at 30-day notice. The Customer may terminate the Terms of Use at 14-day notice. The period of notice shall be calculated from the date on which notice was given. The Customer may terminate the Terms of Use in connection with the Services or by telephoning Posti's Call Centre.

12.2. Cancellation of Terms of Use

Posti may cancel the Terms of Use without any period of notice if the Customer uses the Services in a manner that is in violation of these Terms of Use, the Service Agreements, or law or good practice; if the Customer provides false information into the Services, or uses or attempts to use the Services in a manner that jeopardizes their operation or data security arrangements. Posti shall cancel the Terms of Use without any period of notice upon receiving notification of the demise of the Customer. The Services may determine Service-specific procedures related to the demise of the Customer.

12.3. Validity, Termination and Cancellation of Service Agreements

With respect to the validity, termination and cancellation of Service Agreements, that which has been stated with respect to the validity, termination and cancellation of the Terms of Use in Clauses 12.1 and 12.2 shall be observed to the extent appropriate. In connection with termination

or cancellation of the Terms of Use, Service Agreements shall automatically be terminated simultaneously. Service Agreements may also be terminated or cancelled individually.

12.4. Closing the Services

Posti may close the Services in full or part if

- There is a justified reason to suspect misuse
- There is a justified reason to suspect use in violation of the agreement or of lawThe Services or part thereof is the target of an IT security attack
- Posti has another reason, comparable to the aforementioned, to close the Services.

The Customer may, without terminating the Agreement, request that Posti deactivate his/her identifiers for a given period of time or for until further notice.

13. Other Terms

13.1. All rights (right of ownership, copyright and other intellectual property rights) to the Services and to material related thereto, offered by Posti, shall remain with Posti or its licensors. Rights to the products and services of Other Service Providers and to material related thereto shall remain with the respective service providers or their licensors.

13.2. Finnish law shall be applicable to the Agreement. Any disputes shall be settled in the District Court of Helsinki, or should the Consumer Customer so desire, in the District Court of his/her domicile. If the Customer is not domiciled in Finland, disputes shall be settled in the District Court of Helsinki. The Consumer Customer may also submit disputes to the Consumer Complaint Board.

13.3. The Customer's messages or his/her other material shall be stored in the Services for a period of time stated in the Service Agreements or in connection with the Services. Once the use of the Services ends, the Customer shall be personally responsible for saving or printing messages and other material (s)he requires.

13.4. Posti shall be entitled to transfer the Customer's agreements to another company within the Group.

13.5. The contractual obligations shall not be binding to the Parties if fulfilling them is prevented by a force majeure.