

# Product terms of the target group services

Effective as of January 20, 2020

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## **Product terms for target group services**

### **1 Overview**

#### **1.1 Scope of application and applicable terms**

These Product Terms shall be applicable to Posti Ltd's (hereinafter "Posti") Target Group Services ("the Services") as of January 20, 2020. The Services are available to corporate and organizational customers, and their use requires a contract with Posti. In addition to the Product Terms, the Services are subject to the contract signed between Posti and the Customer as well as Posti Ltd's General Contract Terms ("General Contract Terms") for corporate customers.

#### **1.2 Pricing principles**

Each product and service shall be subject to the following product-specifically determined pricing principles:

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

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

#### **1.3 Defects in the Service**

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

Posti and its information provision partners do not guarantee that the information is completely free of errors and assume no liability for damage caused by errors or shortcomings in the information. Information owned by third parties and supplied by Posti is used in the Service, and Posti cannot reasonably verify that it is accurate and up-to-date. The information shall be supplied at each time "as is" and "as available", and Posti or the information provision partners shall not assume liability for any errors or deficiencies in the information or any consequences thereof. Posti or the information provision partner shall have the right to erase or edit the information. Posti cannot be held responsible for the promised delivery time in case Posti is unable to obtain information from the source data files due to a cause beyond Posti's control. Such causes include, for instance, an interruption or restriction at the user interface of the source data file's controller or in a corresponding service used for obtaining information. As far as possible, Posti shall inform the Customer in advance of any service interruptions or restrictions of which Posti is aware.

#### **1.4 Delivery of customer information to Posti**

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

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

### **1.5 Processing of customer information handed over by the Customer at Posti**

In connection with target group extraction, Posti may, for example, erase overlapping information (so-called weeding) in the customer's own customer register or other register, such as the prohibition register. In that case, the customer shall deliver the registers to Posti with a secure, mutually agreed delivery type. The Customer is the controller of all personal data included in the Customer's material for whom personal data are collected, and Posti is the technical processor of the personal data. The Customer shall ensure that it has the right to process its customers' personal data and transfer the data for processing by Posti in the format required by the use of the services. The Customer shall ensure that the object and duration of processing personal data, the nature and purpose of the processing, the type of personal data and data subject groups, the Customer's rights and obligations as the controller, and the instructions for processing personal data derived from these are described in the agreement as part of ordering and agreeing on the service in accordance with general data protection legislation.

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

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

Posti shall have the right to use a subcontractor, who has been appointed in the product agreement or its appendix or otherwise announced to the Customer by Posti in the manner described below, in the processing of the Customer's personal data in accordance with currently valid general data protection legislation. Posti informs the Customer of any changes to the subcontractors that it uses. Within thirty (30) days of having received the announcement of the change of subcontractor, the Customer may inform Posti in writing that it verifiably opposes the appointment of one or several of the subcontractors stated in the announcement, in which case Posti can notify the Customer of a price change that corresponds to the change in data processing costs that Posti incurs due to the Customer opposing the use of a subcontractor, or terminate the agreement to expire no earlier than thirty (30) days from the date on which Posti sent the written notice to the Customer. If the Customer does not indicate that it opposes the use of the subcontractors it has been notified of pursuant to this section, the Customer is considered to have accepted the use of the subcontractors in question. Posti is liable for the activity of its subcontractors as it is for its own activity. In all cases, the

precondition for disclosing and transferring data is that the companies processing the data have signed an agreement with Posti that ensures the legal processing of the data.

Posti reserves the right to announce changes to its data protection practices and subcontractors on its website or through other electronic means so that the contact person or other representative appointed by the Customer for the service is informed of this and has access to such notifications.

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

Posti stores the material provided by the Customer for six months, after which Posti destroys the material in a manner that is secure both from a technical and a physical point of view. Destroying does not apply to log details remaining at Posti nor information that Posti must store due to the requirements of the source data file controller or Posti's own legal responsibilities. Upon the Customer's request, Posti delivers a notification about the destruction of the file to an email address indicated by the Customer, subject to a separate charge.

## **1.6 Information delivery to the customer**

The information is supplied to the Customer, to the printing or mailing company designated by the Customer or another service provider, such as a telemarketing company, in compliance with the rules required by the source data file controller and as agreed with the Customer. The material is regarded as handed over to the Customer once it has been transferred to and is accessible to the Customer on a server maintained by Posti or once it has been delivered in a manner agreed on with the Customer. Upon the Customer's request, Posti delivers an acknowledgement of the hand-over of the material to an email address indicated by the Customer, subject to a separate charge.

## **1.7 Customer's obligations**

In target group services, a person may be identified using a personal identity number or name and address. The Customer shall have the obligation to ensure it has a legal right to use the personal identity number in its register.

Conveying data to a third party is prohibited in all of its forms, unless separately agreed with Posti. The Customer shall be responsible for indicating the address source on the marketing material in accordance with service-specific terms and conditions. The Customer is responsible for ensuring that after the right of use has expired, the information is destroyed immediately in a secure manner. The Customer must inform Posti of the destruction of the information in writing; for example, by sending email to the address provided by Posti, and also by other means if requested by Posti.

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

## **1.8 Restrictions**

According to the data disclosure, the personal data shall be transferred into the customer's own personal data file and the Customer shall be liable for its use and appropriate access to the data as the controller. The

Customer may utilize any information received in Posti's service for its business operations in accordance with personal data legislation valid at each time and only in the manner allowed by the controller of the source data file. Therefore, the Customer must, for example, fulfill the obligations and liabilities of a controller valid at each time, including informing the data subjects, realizing the rights of data subjects and assuming liability for connecting the personal data with other information as well as the consequences of such use. The Customer must comply with the terms and conditions set by the source data file controller and communicated by Posti in connection with the order confirmation or the agreement. Target groups may not be used for competition with Posti and/or information provision partners.

The Customer has the right to use information extracted from the data files only once, unless expressly otherwise agreed with the Customer. As an exception, data in corporate target groups can be used for two campaigns within 30 days. Continuous use of information obtained for one-time use or storing it permanently is prohibited. The Customer that has been authorized to use the information may not copy the contact details (i.e. from a register of personal data) or hand it forward, or store the information in any way or form after the right of use has expired. In case the Customer is entitled to saving the information in its own register, Posti confirms this separately in connection with the delivery of the information.

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

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

When using information from Traficom, it must be taken into account that the name of the owner/possessor, the registration number or the manufacturing number of the vehicle must not be indicated on the delivery.

## 1.9 Penalty fees

### 1.9.1 Target groups extracted from the Population Information System

The customer is obligated to pay penalty fees to Posti for a missing address of the target group data, for faulty source information data, faulty extraction data or for action in breach of the product terms. The penalty fee amount is determined as a percentage of the value of the Customer's target group order or is a separately determined fixed amount; however, a minimum of EUR 500 per mailing. In case it is a question of unauthorized use of information, the penalty fee is calculated on the basis of an estimated order price.

Penalty fees are determined as follows:

- Unauthorized use of information: 100%
- Referral to the extraction criteria: 25%
- Erroneous indication of the address source: 25%
- Defect in informing of destruction: 25%
- Defect related to control deliveries: EUR 100

The penalty fee amount is determined on the invoiced value of the entire delivery even if the defect concerned only a part of it.

The penalty fee is based on Posti's equivalent obligation to the authorities. In the event that the penalty fee of an authority or its amount become subject to changes, Posti shall be entitled to change the grounds for determining penalty fees accordingly. In the event that the authority considers the fee resulting from the defect to be greater than the penalty fee charged by Posti from the Customer, Posti shall be entitled to charge the Customer for the difference between the fee paid by the Customer and the fee decreed by the authority.

#### 1.9.2 Target groups extracted from other data files

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

## 2 Consumer target groups

### 2.1 Service Description

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

Information provided by Posti is based on the databases used by Posti, as selected by the Customer, such as the Digital and Population Data Services Agency's Population Information System (VTJ), the Finnish Transport Safety Agency's (Traficom) Vehicular and Driver Data Register (ALR), Aller's customer register consumer information or the consumer information in the service database of Suomen Asiakastieto Oy and Posti customer register for electronic consumer services. In addition to the aforementioned sources, other databases for which Posti has the right to provide information as either the owner or re-seller of the data may be available. The obtaining of VTJ and ALR target group information requires permission from the authority in question. The extraction criteria and the right to use the information of these data files have been defined in the procedural rules of the authorities or in the hand-over terms of the source data file owner.

### 2.2 Service level agreement

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

### 2.3 Indication of address source

The customer understands and assumes responsibility for ensuring that direct marketing, distance selling and other direct advertising as well as any market research, opinion poll or another addressed delivery comparable to these for which the name and contact information of the recipient has been obtained from a personal data file must indicate the name of the personal data file used, the file's controller and said controller's contact information according to legislation valid at each time. If one mailing avails itself of

several address sources, the sources must be indicated separately on each advertisement, identifying the file or register used for the advertisement in question.

As a general rule, the address source should be indicated inside the postal item. With regard to impulse advertising and magazines, however, the address source can be indicated on the delivery item. Local newspapers and publications are recommended to indicate the address source in connection with the editor's contact information.

When extracting names and addresses from the **Population Information System (VTJ)**, the address source must be indicated as follows:

Osoitelähde: Väestötietojärjestelmä/Digi- ja Väestötietovirasto.  
Tietoja ei ole luovutettu kirjeen lähettäjän haltuun. Tietojen tekninen toimitus: Posti Oy PL 7, 00011 Posti

Or, in Swedish:

Adresskälla: Befolkningsdatasystemet/ Myndigheten för Digitalisering och Befolkningsdata.  
Personuppgifter har inte lämnats till avsändaren av detta brev.  
Tekniskt förverkligande: Posten Ab PB 7, 00011 POSTI

**With regard to targeted extraction from the Population Information System:**

*Yritys Oy:n asiakasrekisteri kohdennettuna väestötietojärjestelmän tiedoilla:*  
*Company Oy, PL x, 00000 XXXXX*

Or, in Swedish:

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

Address source indications for the **Vehicular and Driver Data Register (ALR)**:

In terms of addresses extracted from the Finnish Transport Safety Agency's (Traficom) Vehicular and Driver Data Register, the address source must be indicated as follows: Information on the technical supplier of the data must also be supplied in the address source.

Osoitelähde: Liikenneasioiden rekisteri, Liikenne- ja viestintävirasto Traficom, PL 320, 00059 TRAFICOM, puh. 029 534 5000. Tietojen tekninen toimitus: Posti Oy, PL 7, 00011 POSTI

In Swedish:

Adresskälla: Befolkningsdatasystemet/ Myndigheten för Digitalisering och Befolkningsdata.  
Personuppgifter har inte lämnats till avsändaren av detta brev.  
Tekniskt förverkligande: Posten Ab PB 7, 00011 POSTI

**With regard to targeted extraction from the Vehicular and Driver Data Register:**

Osoitelähde:

Yritys Oy:n asiakasrekisteri kohdennettuna Liikenne- ja viestintävirasto Traficomien tiedoilla.  
Company Oy, PL x, 00000 XXXXX

Or, in Swedish:

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

**Aller's address:**

Address source in addressed direct marketing and telemarketing:

Osoitelähde: Aller Media Oy, asiakasrekisteri, Lintulahdenkuja 10, 00500 Helsinki.

**The service database of Suomen Asiakastieto Oy in addressed direct marketing:**

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

**The service database of Suomen Asiakastieto Oy in telemarketing:**

Osoitelähde: Suomen Asiakastieto Oy:n Palvelutietokannan kuluttajatiedot. If a person wants to forbid direct marketing, he/she must file a prohibition in an official prohibition register on +358 600 13404 (€0.39min+local phone fee, no fee for queuing).

**Posti customer register for electronic consumer services in addressed direct marketing and email marketing:**

Osoitelähde: *Postin sähköisten kuluttajapalveluiden asiakasrekisteri. Posti Oy, PL 7, 00230 Helsinki.*

With regard to targeted extraction from e.g. the Population Information System:

*Postin sähköisten kuluttajapalveluiden asiakasrekisteri kohdennettuna Väestötietojärjestelmän tiedoilla. Posti Oy, PL 7, 00230 Helsinki.*

**Posti customer register for electronic consumer services in telemarketing:**

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

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

**2.4 Special terms and conditions related to consumer target groups:**

2.4.1 Special terms and conditions related to target groups extracted from the Population Information System

The criteria used for VTJ extractions may not be referred to directly in the message targeted on the basis of the information. According to the rules of the Digital and Population Data Services agency, in case target groups are extracted from the Population Information System and the criteria used for extraction include languages other than Finnish or Swedish, mailing can only be conducted by Posti Customer-selected mailing company under Posti's supervision, the Digital and Population Data Services agency.

The permitted manner is defined in the data permission of the Digital and Population Data Services agency.

The Digital and Population Data Services agency's information will not be delivered in the form of address stickers to the printer or mailing company. The usage period of Population Information System target groups is 2 months from the date of extraction until the recipients receive the marketing message. The target group is intended for one-off use. Re-use of stored materials is possible with a separate charge. Apply for a specific permission for re-use from the Digital and Population Data Services agency.

**2.4.2 Special terms and conditions related to target groups extracted from the customer register of Aller Media Oy.**

Target groups extracted from the customer and marketing register of Aller Media Oy can be used for telemarketing and addressed direct marketing. The usage period of the target groups is 30 days from the date of extraction.

The data content supplied in telemarketing consists of telephone number, name and postal code. The information is disclosed to the telemarketing service company or, if agreed upon separately, directly to the customer. The data content disclosed for a direct marketing letter campaign consists of name and address and the information is only disclosed to a printing or mailing company. In all cases, the materials must be immediately erased after use and a separate erasure report must be submitted.

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

Target groups extracted from the service database of Suomen Asiakastieto can be used for telemarketing and addressed direct marketing. The usage period of the target groups is 60 days from the date of extraction.

The data content supplied in telemarketing consists of telephone number, name and postal code. The information is disclosed to the telemarketing service company or, if agreed upon separately, directly to the customer. The data content disclosed for a direct marketing letter campaign consists of name and address and the information is only disclosed to a printing or mailing company. In all cases, the materials must be immediately erased after use.

**2.4.4 Special terms and conditions related to target groups extracted from the customer register of Posti's electronic consumer services**

Target groups extracted from Posti's customer register may be used for addressed direct marketing, telemarketing and direct marketing via email. The maximum usage period of the target groups is 30 days from the date of extraction.

For addressed direct marketing, the information is only disclosed to a printing or mailing company. The data content to be supplied consists of first name, last name, address, postal code and city/municipality.

The data supplied for telemarketing consists of phone numbers, names, addresses and postal codes. The information is disclosed to the telemarketing company or, if agreed upon separately, directly to the customer. Continuous use of data collected for campaign use is prohibited, as is storing it permanently in the customer's or the customer's subcontractor's systems. The data may also not be supplemented, subjected to further targeting or attached or saved to other databases as it is. However, the customer may save the data (e.g. persons along with information about their organization) activated during the sales or marketing campaign to their own system. The customer will have unlimited access rights to the activated data.

In all cases, the materials must be immediately erased after use. The files contain control contact details.

For email marketing campaigns the target groups are not disclosed outside the Posti. All email messages are executed by Posti or Posti's partners.

### 3 Business target groups

#### 3.1 Service Description

In the business target group service, Posti outlet obtains business contact details for the Customer's marketing communications according to the criteria selected by the Customer. Addresses are obtained primarily from Alma Talent Oy Päättäjät and Vaikuttajat database or another register containing business information.

Alma Talent Oy's Päättäjät and Vaikuttajat database refers to a register that contains active companies operating in Finland and their sites, educational institutions, associations, municipalities and their administrative sectors, public administration and its administrative sectors as well as these organizations' decision-maker data by area of responsibility.

The information is primarily assembled from publicly available sources and may not be fully comprehensive. The comprehension of the information always depends on the survey group. Alma Talent Oy shall have the right to remove any information regarding businesses and/or individuals removed by the authorities from their own registers according to authoritative decision or error. Alma Talent Oy shall also always have the right to edit the information to correspond to changed circumstances.

The extraction criteria and the right to use the information of these data files depend on the source data file controller. Available data files can be found on Posti's marketing services website.

#### 3.2 Service level agreement

Company target groups can be ordered as a self-service or a service. Target groups ordered as a self service can be loaded from Posti's order ca. The target group information ordered by the Customer is supplied to the Customer in electronic form within two working days of the receipt of the order or from the moment when Posti has received the target group information from another source data file controller, unless a different schedule has been separately agreed with the Customer.

#### 3.3 Using registers

The Customer has the right to use the register data for its own sales and marketing measures.

Organization and decision-maker data from the Päättäjät ja Vaikuttajat register purchased for campaign use may be used for a maximum of two mailings within 30 days. After the right of use has expired, the Customer must destroy all copies of the register (also from email accounts).

Continuous use of a register obtained for campaign use or storing it permanently in the Customer's files and/or system is prohibited. However, the Customer may save persons activated in the campaign and their organization details in its own system.

Disclosing and/or reselling information to third parties is forbidden in any form, with the exception of delivering organizational and decision-maker information to the Customer's service provider when the Customer has ordered the service provider to send the Customer's message and/or get in touch with the recipient. In that case, the Customer must require the service provider to erase any information or part thereof provided to the service provider (e.g. contact details of the target group) immediately after sending the Customer's message and/or getting in touch with the recipient.

### 3.4 Indication of address source

The Customer must indicate the address source as follows. When indicating the address source, the Customer must replace the *text in italics* with its own information:

#### Address source when initiating contact:

Osoitelähde:

*Customer Oy:n* markkinointirekisteri (*telephone number or email address*), päivitettyä Alma Talent Päättäjät ja vaikuttajat rekisterillä (email: [tietopalvelut@almatalent.fi](mailto:tietopalvelut@almatalent.fi)) Tietojen tekninen toimitus: Posti Oy, PL 7, 00011 POSTI

#### Subsequent contact:

Osoitelähde:

*Customer Oy:n* markkinointirekisteri (*telephone number or email address*)