

# Product terms of the target group services

As of October 23, 2018

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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 October 23, 2018. 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)
- The target group size 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 does not guarantee that the information supplied by it is completely free of errors and assumes no liability for damage caused by errors or shortcomings in the information. Information owned by third parties is used in the Service, and Posti cannot reasonably verify that it is accurate and up-to-date.

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 e-mail address indicated by the Customer, subject to a separate charge.

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

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 Itella 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 e-mail 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 e-mail 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 Population Information System (VTJ) information in writing; for example, by sending e-mail to the address provided 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**

The Customer is allowed to use the information it has received through Itella's service only according to the Finnish Personal Data Act and/or the Finnish legislation on the protection of privacy in electronic communications in a manner permitted by the source data file controller. The Customer must comply with the terms and conditions set by the source data file controller and communicated by Itella in connection with the

order confirmation or the agreement. Target groups may not be used for competition with Itella and/or information provision partners.

The Customer has the right to use information extracted from the Population Information System, the Vehicular and Driver Data Register or other data files only once, unless expressly otherwise agreed with the Customer. 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 consumer contact details must be used within two months of the data extraction, with the consumer contact taking place within this time frame. Business target group information purchased for one-time use may be used for a maximum of two (2) times within 30 days of the delivery of the information.

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, for instance.

When using information from Trafi, 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, Itella 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 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 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 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 based on the databases used by Posti, as selected by the Customer, such as the Population Register Centre's Population Information System (VTJ), the Finnish Transport Safety Agency's (TraFi) Vehicular and Driver Data Register (ALR) or from the Address Service database. 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. Available data files can be found on Posti's website. 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 undertakes to comply with section 25 of the Finnish Personal Data Act, which states 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. 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:

Address source in Finnish:

Osoitelähde: Väestötietojärjestelmä/Väestörekisterikeskus

Tietoja ei ole luovutettu kirjeen lähettäjän haltuun. Tietojen tekninen toimitus: Posti Oy PL 7, 00011 Posti

Or, in Swedish:

Adresskälla: Befolkningsdatasystemet/ Befolkningsregistercentralen. 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:

Yritys Oy, PL x, 00000 XXX

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 (TraFi) 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.

Address source: Ajoneuvoliikennerekisteri, Liikenteen turvallisuusvirasto TraFi, PL 320, 00101 Helsinki, tel. +358 29 534 5000 Information provided by: Posti Oy, PL 7, 00011 POSTI

Adresskälla: Fordonstrafikregistret, Trafiksäkerhetsverk TraFi, PB 320, 00101 Helsingfors, tel. 029 534 5000

Teknisk dataleverans: Posten Ab, PB 7, 00011 POSTI

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

Address source:

Company Oy's customer register filtered with information from the Vehicle Register.



Company Oy

PL x

00000 XXX

Or, in Swedish:

Adresskälla: Företag Abs kundregister preciserat med Fordonstrafikregistrets uppgifter

Företag Ab

PB x

00000 XXX

**Aller's address:**

Source of address in addressed or directed email marketing.

Address source: Aller Media Oy, asiakasrekisteri, Pursimiehenkatu 29–31 A, 00150 Helsinki.

**Mover Leads and Suomen Asiakastieto Ltd's consumer database in addressed direct marketing:**

Address source: Suomen Asiakastieto Oy:n Palvelutietokannan kuluttajatiedot

Suomen Asiakastieto Oy

PL 16

00581 Helsinki.

**Mover Leads and Suomen Asiakastieto Ltd's consumer database in telephone direct marketing:**

Address source: Consumer data in the Suomen Asiakastieto Oy's consumer database. 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+a local phone fee, no fee for queuing).

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 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 Population Register Centre, 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 Population Register Centre or the Local Register Office.

The permitted manner is defined in the data permission of the Population Register Centre. For further information on the Population Register Centre access, visit [www.posti.fi/kontakti](http://www.posti.fi/kontakti) services.

Population Register Centre information will not be delivered in the form of address stickers to the printer of mailing company.

## **2.5 Additional services**

### **2.5.1 Weeding with identification, or removal of overlapping information with the aid of VTJ information**

With the aid of VTJ information, duplicate customers are identified in the target group purchased by the Customer or in the files provided by the Customer to Posti, and the files are merged into one file in which a single person appears only once.

### **2.5.2 Weeding, or removal of overlapping information without VTJ identification**

With the aid of VTJ information, duplicate customers are identified in the target group purchased by the Customer or in the files provided by the Customer to Posti, and the files are merged into one file in which a single person appears only once.

### **2.5.3 Storage of extracted material**

Posti stores the information of the target group purchased by the Customer for re-use or post-analysis. The storage period may vary depending on the source data file controller.

### **2.5.4 Re-use of stored material**

The Customer may target a new message to a stored target group. If the material was extracted more than two months ago, Posti updates the material before its use.

### **2.5.5 Profiling and post-analysis**

The profiling service described the desired group, such as the customer base or its subgroup, with the aid of one or more external sources of information (e.g. VTJ or ALR). In the post-analysis, the results of a campaign are analyzed by comparing the original target group of the campaign to the profile of persons who reacted to the campaign or submitted an order.

### **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 Päätäjät and Vaikuttajat database or Taloyhtiöpäätäjät register or another register containing business information.

Alma Talent Oy's Päätäjät 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 Taloyhtiöpäätäjät register is a register of the persons in charge of housing companies (chairpersons and members of the Board, part-time property managers) and their home addresses.

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 an 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 Päätäjät 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 e-mail accounts).

The Customer is granted an unrestricted right to use the organization and decision-maker data of the register after purchasing the register for continuous use.

E-mail address jatkuvaan access toimitetaan samalle customer maximum 2000 e-mail address / kerta maximum kerran kvartaalissa.

In this case, the Customer has the right to save the register in its own file and/or system. After the register has been delivered, the Customer is the controller of the data file under the Personal Data Act.

With regard to a register intended for continuous use in marketing, the Customer's own marketing/customer register must be referred to as a source, and that of not Alma Talent Oy's (see Section 3.4.).

The campaign-specific use of the Taloyhtiöpäätäjät register is allowed during 60 days for mailing or telecontacting. The campaign may contain several mailings, in which case each mailing is invoiced as defined in the contract.

For targeted housing companies, telecontacting and the fact that there may be more than one mailing must be mentioned in the permit application. In this case, the invoicing for the addresses is based on the number of mailings determined in the permit application even if no re-mailings were conducted.

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.

### **3.4 Indication of address source**

The Customer must indicate the address source as follows. As a minimum, the information in italics must be specified.

#### **Campaign use**

Address source:

Alma Talentin Päättäjät and vaikuttajat database , tel. +358 10 6654 445

Information provided by: Posti Oy, PL 7, 00011 POSTI

#### **Continue using the service**

Address source (for example):

Customer Ltd's marketing and customer data file, tel; XXXX

#### **Taloyhtiöpäättäjät database**

Address source:

Taloyhtiöpäättäjät–rekisteri, Alma Talent Oy, Alvar Aallon katu 3C, 00100 Helsinki; tel. +358 10 6654 445

Information provided by: Posti Oy, PL 7, 00011 POSTI

When filtering on the basis of the building information of the Population Information System, the address source must be indicated accordingly. For instance:

Register of Alma Talent Oy Taloyhtiöpäättäjät, filtered with information from the Population Information System. Väestötietojärjestelmä Väestörekisterikeskus PL 123, 00531 HELSINKI Alma Talent Oy, tel. +358 10 6654 445

### **3.5 Additional services**

Additional services are services that are subject to an additional charge and that can be added to the usage of business target groups in order to enrich or refine the register.

#### **3.5.1 Weeding**

Any information that overlaps with the Customer's own register is removed from the target group purchased by the Customer.

### 3.5.2 Statistics

Statistics is a specifically selected array of numbers and index numbers presented as tables or graphically in which data is arranged according to an established division into regions or grouped qualitatively into unambiguous, mutually exclusive categories.