

# **Update Services and their supplementary services Product Terms**

As of January 1, 2018

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## **1. GENERAL**

These Product Terms shall be applicable to Posti Ltd's (hereinafter "Posti") Update Services and their supplementary services as of January 1, 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.

## **2. USE OF THE INFORMATION PROVIDED IN THE SERVICES**

The information provided by Posti to the Customer is intended solely for correcting or enriching the contact information in the Customer's register. A register updated in Posti's service may not be used for the re-selling or re-transfer of the information as an update service. However, this limitation does not apply to the creation of target groups in cases where the changed information has been entered as a non-specified part of the Customer's own register, unless otherwise stated below on a product-specific basis. Target groups formed using Posti's enrichment service may not be sold further. Posti is entitled to claim compensation from the Customer and terminate this agreement with immediate effect if the Customer or a third party acting on behalf of the Customer discloses information in breach of this Agreement.

The information submitted by Posti through its update services is based on the selected database, such as Posti's Address Information System (OTS), the Population Register Centre's Population Information System (VTJ), the Finnish Transport Safety Agency's (TraFi) Vehicular and Driver Data Register (ATJ or ALR) or consumer data from Suomen Asiakastieto Oy's 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. The information submitted through the enrichment service is based on statistical models.

Posti shall supply the information on a database-specific basis using the delivery channels and frequencies specified in each product description, unless otherwise stated in the Customer-Specific Information. The delivery channels and frequencies may be changed without signatures and such changes shall take effect on the date agreed with the Customer.

## **3. CUSTOMER'S RESPONSIBILITY**

The Customer shall be responsible for fulfilling the obligations set out in the Personal Data Act where its own register is concerned.

Updates shall be made using a personal identity number or name and address. The Customer shall ensure that it has a legal right to use the personal identity number for data retrieval and that the search involves updating or checking the name and address information already registered in the Customer's address register.

The Customer shall be responsible for the safe keeping of any user IDs and passwords provided for use with Posti's update services. The Customer is responsible for ensuring that user IDs or passwords are not disclosed to third parties.

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.

The use of the service in violation of these Product Terms is prohibited and as a result of a violation of the contract terms, the Customer is liable to pay for each violation 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 other potential claims for damages.

#### **4. POSTI'S LIABILITY**

The information is delivered to the Customer 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.

Posti stores the material provided by the Customer for two (2) years and one (1) month, 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 e-mail address indicated by the Customer, subject to a separate charge.

Files shall be transferred in the format described in the record description for each service, using the agreed encryption method. Depending on the Customer's choice, delivery shall be made as a one-time update or on a recurring basis at agreed-upon intervals.

Posti shall not be held liable for losses caused by altered or lost data due to equipment failure, disruptions in the data processing system, line disturbances or other similar reasons.

Posti does not guarantee that the information is entirely free of errors; the information may contain errors attributable to ongoing changes or to the party reporting the changes. Posti does not guarantee the hit accuracy of the enrichment data either, because enrichments consist of statistically modelled data. Posti shall not be held responsible for errors in information that were not caused by Posti's negligence.

Posti shall not be held liable for any obligations towards third parties. The data media used by Posti in its deliveries are under the liability of the supplier of the data media.

In the event of a service error, Posti shall primarily offer a new delivery and, secondarily, a price reduction.

## 5. PERSONAL DATA

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.

## 6. SERVICE RESTRICTIONS

Posti shall not provide information on persons or companies that cannot be identified on the basis of the available information, or on persons who have prohibited disclosure of personal information (security prohibition or address hand-over prohibition); however, this does not apply to the authorities legally entitled to receive information on persons who have prohibited the disclosure of their information.

Posti shall not correct the information directly in the Customer's register. The Customer shall be responsible for processing the updated customer register file in its own system.

### 6.1. Database-specific restrictions

Posti shall not provide the Customer information from the address information system on temporary changes of address unless otherwise agreed by the Customer and Posti.

Information in Posti's address information system is based on information reported to Posti by mail recipients, municipalities and the Population Register Centre. Posti does not verify information received from mail recipients. Addresses in the Åland Islands are processed in Posti's address information system as international addresses; this means a change of address to the Åland Islands is registered but changes of address within the Åland Islands are not.

The responsibility for the accuracy of the information contained in databases resold by Posti shall lie with the owner of the information.

Delivery of data from the Population Information System and the Vehicular and Driver Data Register is subject to a customer-specific information disclosure authorization from the Population Register Centre (VTJ) or the Finnish Transport Safety Agency (ALR). Such information may only be used for the purpose specified in the disclosure authorization.

## 7. OTS INFORMATION SERVICE

### 7.1. Service description

In the OTS Information Service, Posti shall provide the Customer with change information in Posti's address information system related to the address information of the recipient marked on the deliveries regarding persons and companies whose addresses are outdated, incorrect or incomplete. In addition, Posti shall correct the addresses and forward the deliveries to the recipient's new address without separate postage.

The pricing of the Service will be based on the number of corrected addresses and the delivery type, and at service level 0 (zero), on the number of returned deliveries. A fee is also collected for manually recorded identification data.

In connection with the change of address information, the Customer shall receive:

- the identification information possibly shown on the delivered item, such as a customer or a membership number.
- information indicating that the mail recipient is a minor/an adult, or that the recipient is dead (consumer customers)
- the current names of the mail recipient (consumer customers)

- information of the closing down of a company or a business location
- the commonly used name of the recipient company
- address family ID (excluding delivery of information by post)
- a report containing a summary of the change of address information supplied in Finnish, Swedish or English, as requested by the Customer.

The OTS Information Service can be used as a supplementary service for addressed letters, direct marketing, and newspaper delivery services in cases where these are delivered by Posti. Additional services available for letter services, such as registration, advice of delivery or cash on delivery, cannot be included in the service.

Posti's international deliveries only include Priority and Economy letters as well as class 1 and 2 letter items. No newspapers, magazines or direct marketing materials are delivered abroad. These will either be destroyed or returned, depending on the service level the Customer has selected.

Posti shall return any undelivered Posti Customer Direct letters, newspapers and magazines as specified in the service level the Customer has selected, to a service number specific address agreed on with the Customer, or, in the absence of a return address, to the sender's address shown on the item.

If postal items are addressed to two people, two separate sets of information will be provided.

If the recipient's address shows both the name of the company and of the company's contact person, the item will be processed on the basis of the name shown first, which means the OTS Information Service does not update the second name possibly shown on the item. If a new or a corrected address cannot be found under the name shown first, the name shown second will also be used to search the information. If a new or a corrected address cannot be found under either name, the item will be considered undelivered, and this information will be stored for both names separately.

If Posti delivers the same change information two or more times due to a correction made to two or more items, Posti will not refund the service fee or pay any other compensation.

As a rule, changes of company address apply to the entire company or its entire unit.

## 7.2. Service symbol

Information Service deliveries must be marked with the service symbol to allow Posti to identify items covered by the service:



The symbol must be imprinted, printed or stamped in the upper corner next to the payment indications or near the recipient's address information, always on the same side as the recipient's address information.

The original symbol is available online at <http://www.posti.fi/tp-merkinnat>. The symbol must be fully visible and in dark color against a light background, or otherwise clearly detectable. The minimum size requirement is 1cm x 1cm.

The symbol may not be used on items after the use of the service has been discontinued. Posti shall have the right to charge the Customer the costs of processing items if the Information Service symbol is indicated on the items despite the use of the service having been discontinued.

### **7.3. Service code indicating service number and level**

A service code consisting of a service number (3 characters) issued by Posti and the service level (1 character) must always be marked next to the service symbol. The code is used for the handling of undeliverable items.

Posti can convert the service code into a bar code free of charge, using the CODE 39 format. A minimum free margin of 0.7 cm must be reserved around the bar code to ensure legibility.

There are three service levels: 0, 1, 2. Depending on the level, Posti shall process the shipments as follows:

0 = All undelivered newspapers, magazines and direct marketing materials are returned.

1 = Complete address clarification, forwarding service, delivery of changed or corrected address information, saving possible identification information, undelivered items are returned, information on non-delivery saved, other additional information on mail recipient delivered.

2 = Complete address clarification, forwarding service, delivery of changed or corrected address information, saving possible identification information, undelivered publications and Posti Customer Direct letters not returned, information on non-delivery stored, other additional information on mail recipient delivered.

Posti's Continuous VTJ Update Service and OTS Maintenance Service customers can also utilize the Individual Information Service with the service levels A and E. With regard to functions, level A corresponds to level 1, whereas level E corresponds to level 2. The use of the Individual Information Service is subject to separate agreement.

If the service symbol, service number or service level is missing or if there are any inconsistencies, the items will be processed according to service level 1. If the service level indicated on the item is no longer in use, an item equipped with number 3 will be processed according to service level 1, and an item equipped with number 4 will be processed according to service level 2. Posti charges for the service according to the processing carried out. Posti also has the right to not record identification data that fails to satisfy the instructions provided, is illegible or is misplaced on the item.

Undelivered Priority and Economy items, class 1 and 2 letter items and Maxi letters are always returned regardless of the service level.

### **7.4. The company's own identification information**

Recipient identifiers (such as customer, membership or other similar number) or campaign identifiers (such as a campaign code) represent information included in the sending customer's own system which the Customer uses to make it easier to target the right persons, address registers or mailing batches with the change of address information. The identifying information is placed in the address field of the delivery item above the recipient's name in alphanumeric characters and preferably by bar code, too. The maximum length of an identifier when using a bar code is 17 characters, otherwise 25 characters.

The Customer can generate the bar code itself from the identifying information alone, or as a combination of the service code and identifying information. The bar code for the identifying information



must be in CODE 39 format. The bar code must be clear and fully visible. The Customer is responsible for the accuracy and legibility of the bar code it has generated.

Posti shall save identifying information with no bar code manually and charge a fee for this service as shown in the current price list. Posti shall also charge a separate fee for data entry if the bar code is illegible.

Posti shall have the right to not record identification data that fails to satisfy the instructions provided, is illegible or is misplaced on the item.

## **8. OTS UPDATE SERVICE**

### **8.1. Service description**

The OTS Update Service involves comparing an address register supplied by the Customer against the information included in Posti's address information system. The Service can be either one-time (OTS Update Service) or continuous (OTS Continuous Update Service).

### **8.2. OTS Update Service (one-time update)**

For the update service, the Customer provides Posti a register in a format indicated in the record description. Posti returns the Customer's register in a format indicated in the record description complete with event codes and any deviating contact information found in the comparison. If the register supplied by the Customer contains information inconsistent with the record description, these might not be returned to the Customer.

The OTS Update Service also involves checking the postal addresses of private persons residing in Finland, information of the mail recipient's legal age (minor/adult) or death, and, by separate order, changes of first or last name. Telephone number updating can also be connected with the service as a supplementary service.

The service cannot be used for updating contact information for persons living in the Åland Islands.

#### **8.2.1. Delivery time**

Delivery time should be agreed separately with Posti.

#### **8.2.2. Information delivery format**

The material is submitted in the format indicated in Posti's record description. Delivery of material in a format other than the one indicated in the record description must always be separately arranged with Posti unless otherwise agreed in the Customer-Specific Information.

After the update run, Posti will return the Customer's original material and change information using the agreed data media and in a format indicated in Posti's data record model unless otherwise agreed in the Customer-Specific Information.

### 8.3. OTS Continuous Update Service

#### 8.3.1. Service description

The OTS Continuous Update Service provides the Customer with regular information on its own customers'

- new or changed address information,
- legal age (minor/adult) or death

and by separate order

- change in first and last name,
- temporary change of address,
- change of e-mail addresses,
- change of municipality code and
- change of telephone number.

The service cannot be used for updating contact information for persons living in the Åland Islands.

Pricing is based on the number of changed addresses provided and a fixed monthly fee. The price of change information depends on the size of the register being maintained, in other words the size of a customer group. The service introduction fee depends on the size of the register.

For the OTS Continuous Update Service, the Customer delivers information on those of its customers it wants to update regularly with any changes.

A customer group to be monitored in the OTS Continuous Update Service is identified using a name and address or a social security number.

The Customer must supply identifying information for the mail recipient, such as a customer number, membership number or similar.

Changes in contact information affecting the customer group will be delivered to the Customer in accordance with an agreed delivery schedule and in a format indicated in the record description appended to the Product Agreement.

The Customer delivers the information of new people included in and of those to be removed from its register to Posti in accordance with an agreed delivery schedule and the record description appended to the Product Agreement.

#### 8.3.2. Supplementary service

To supplement the OTS Continuous Update Service, Customized Information Service is available with two service levels:

A = Changed and corrected address information, saving possible identifying information, information on non-delivery, returning undeliverable items.

E = Changed and corrected address information, saving possible identifying information, information on non-delivery, returning undelivered Priority and Economy letters, destroying Posti Customer Direct letters and newspapers and magazines.

## 9. VERIFICATION SERVICE

### 9.1. Service description

Posti Verification Service is intended for the verification and correction of consumer information in the Customer's possession. It consists of five services that are deployed separately:

1. Address verification. The Service allows the Customer to verify the spelling accuracy of an address and check that the address exists, down to the apartment level.
2. Checking customer information with name and address. The Service allows the Customer to verify whether a given consumer is listed in Posti's address information system and confirm the person's name. When a consumer is found in the system, the Customer receives a personal identifier (OTS-ID), the corrected address as well as information about the person's age class.
3. Checking customer information with personal identity number, name and address. The Service allows the Customer to verify whether the consumer's name, mailing address and personal identity number in the Customer's possession match in Posti's address information system and whether the address information is correct.
4. Checking customer information with personal identity number. The Service allows the Customer to check the consumer's name and postal address on the basis of the consumer's personal identity number. The Service may not be used to complement name and address information.
5. Verification of multiple addresses as a batch. The Service allows the Customer to verify the spelling accuracy of addresses and check that the addresses exist, down to the apartment level. The Service output is a confirmation of found and identified addresses, the spelling of the address on Posti's address information system and the address family ID for an identified address.

### 9.2. Information delivery type

The Customer may use the Service via the web service provided by Posti or by integrating its own service with Posti's REST interface. The REST interface facilitates the verification of a single item of data via the Customer's system.

### 9.3. Service restrictions

The Service is intended for the verification and correction of an address register in the Customer's possession. Posti Verification Service shall not be used for the automated collection of customer data or to determine addresses by area.

The address verification service outputs include notification of the following:

- unidentified address;
- address identified as a previously recorded address for which a new version exists on the system; or
- there being several identified address alternatives, in which case only a multiple identification code is returned.

The customer information search service has two access right levels: standard and extensive access right. An extensive access right may be granted to a Customer who has a legal right to obtain all address information despite the fact that the mail recipient has prohibited the disclosure of information. The Customer is responsible for ensuring that the extensive access right is only used for purposes specified in law.

The use of Posti Verification Service is subject to a separate product agreement with Posti.

When using the web service, the Customer shall provide a user list to Posti for service activation. The Customer shall notify Posti immediately of any changes to the user list. The Customer is obliged to carefully store the user IDs and passwords and must see to it that the user IDs or passwords are not disclosed to any third parties.

The pricing of the web service is based on monthly verifications and address details found. When an application integration is used, the pricing of the service is based on a fixed monthly fee and the number of verification requests per month.

## **10. VTJ UPDATE SERVICE**

### **10.1. Service description**

The VTJ Update Service involves the automated comparison of an address register supplied by the Customer against the information included in the Population Information System. The Service can be either one-time (VTJ Update Service) or continuous (VTJ Continuous Update Service).

Prior to service deployment, the Customer shall sign a power of attorney for Posti to submit an application to the Population Register Centre for permission to access information.

The VTJ Update Service is used to verify the permanent or temporary residential addresses of private individuals residing in Finland. The Service also includes address information for the Åland Islands as well as information on people who have moved abroad. The Customer's database must contain, at a minimum, name and address data.

The VTJ Update Service may be provided as a one-time delivery or as a continuous service. The one-time update service involves new information being updated either in place of the previous information or in addition to previous information. In addition to the updated data, Posti shall provide the customer with a report on the condition of the customer database. The continuous update service involves the Customer's register information being checked against information in the VTJ system at agreed intervals, at least once per month.

For one-time updates, the pricing of the Service is based on a preparation fee and the number of records supplied by the Customer. The continuous update service is subject to a service establishment charge, which includes the establishment of data communications connections, as well as an update fee based on the number of updated and supplemented records delivered.

### **10.2. Information delivered**

The following information can be updated via the VTJ Update Service:

- first and last name, date of change
- preferred name \*
- native language (Finnish, Scandinavian, other) \*
- gender \*
- date of death \*
- date of last move \*
- permanent or temporary address data, municipality and country \*

- year of birth
- the person is a minor (yes/no) \*
- personal identity number only if the holder of the permission to access data has the right to record this information in its register.

For users of the continuous update service, information contained in the Customer's register can be supplemented with the data denoted with an asterisk (\*) above. In the one-time update service, the Customer's database content can only be updated, not supplemented.

Customers using the continuous update service can also have the following data updated on their register:

- permanent address abroad
- information on guardianship / power of attorney (may only be provided to banks, insurance agencies, debt collection companies and credit register companies).

## **11. ATJ UPDATE SERVICE**

### **11.1. Service description**

The ATJ Update Service consists of an automated comparison between a register of customers or members supplied by the Customer and information in the Vehicular and Driver Data Register (ATJ). Prior to service deployment, the Customer shall sign a power of attorney for Posti to submit an application to the Finnish Transport Safety Agency TraFi for permission to access information. Use of the service is subject to the Customer's operations being related to traffic safety, vehicles, vehicular transport or the environmental damage caused by vehicular transport, or the transport of a vehicle.

The ATJ Update Service is used to verify the contact information and vehicular data of private individuals and organizations in Finland. Information from the Customer's register used for the purpose of identifying an individual and a vehicle may include name, address, personal identity number as well as information on the registration or product number of the vehicle.

The Service may not be used for updating information on vehicles registered in the Åland Islands. The information may not be supplied if the vehicle in question has been removed from the Vehicular and Driver Data Register.

The Service is subject to a one-time establishment charge and an update fee based on the number of updated and supplemented records delivered.

### **11.2 Information delivered**

The ATJ Update Service can be used to update the following vehicle information on the Customer's register:

- vehicle type
- vehicle make and model
- date of first use
- fuel used
- purpose of use
- ownership relationship
- engine size

- total weight
- auxiliary equipment
- chassis structure
- chassis type
- date of registration
- date of most recent sale
- type code.

Information on individuals and vehicles in the Customer's register can also be updated with the following information:

- person's relationship to the vehicle in effect (yes/no)
- business ID
- identified ALR data (yes/no).

## **12. TELEPHONE NUMBER UPDATE SERVICE**

### **12.1. Service description**

The Service is used for verifying telephone number data in the Customer's register and, if necessary, updating or supplementing the register with telephone numbers included in Posti's services, either as a one-time update or a continuous update service.

In order for telephone numbers to be updated or added to the register, the Customer shall provide the following register information to Posti:

- first name
- last name
- address
- postal code
- city/municipality.

If the Customer wishes to verify and update telephone number data that is already contained in the register, the Customer must also supply Posti with the existing telephone number data.

The pricing of the Service is based on the number of telephone numbers verified, updated or added. The Service can further be subject to a basic fee and the costs of expert work, if applicable.

### **12.2. Information delivered**

The telephone number update service can be used to update and supplement the following information in the Customer's register:

- landline numbers for private individuals
- mobile phone numbers for private individuals
- landline numbers for businesses
- Mobile phone numbers for business users
- Prohibition of telemarketing from the register maintained by Suomen Asiakkuusmarkkinointiliitto (ASML, the Finnish Direct Marketing Association), known as the Telephone Robinson)
- data interface information.

### **13. ENRICHMENT SERVICE**

#### **13.1. Service description**

In the Service, Posti connects enrichment data to the Customer's register. Enrichments consist of estimated person-level information on the characteristics or behavior of a person, for example. The precondition for using the enrichment service is that the Customer's customer register is covered by Posti's Continuous Update Service, the Customer has purchased the Customer Movers service from Posti or the Customer supplies its own customer register to Posti in the format corresponding to the enrichment service record description. Posti returns the Customer's register in which the enrichments of the Customer's choice have been inserted.

In the enrichment service, data subjects are identified using a name and address. The Customer must supply identifying information for the mail recipient, such as a customer number, membership number or similar.

The Customer must remove the enrichment data from its register immediately upon the termination of the agreement.

A fixed monthly fee is charged for the service, based on the number of delivered enrichments and the size of the enriched register. A one-time fee is charged for the deployment of the service.

#### **13.2. Delivery time**

Posti delivers enrichment data to the Customer according to an agreed, customer-specific schedule.

The Customer delivers the information of new people included in and of those to be removed from its register to Posti according to an agreed, customer-specific schedule.

#### **13.3. Information delivery**

After enrichment, Posti returns the Customer's register complemented with enriched data using the agreed data media. If the Customer's register is under Posti's continuous update scheme, Posti will deliver the enrichment information to the Customer in a different file than the update information.

### **14. CUSTOMER MOVERS**

In the Posti Customer Movers service, the Customer receives the changed or changing name and contact details of its customers that fulfill the agreed criteria. The Customer may choose the contact details it wishes to receive (address, telephone number, e-mail address). In this service, information is only updated to registers used for handling the Customer's own customer relationship and that are not intended to be disclosed further. The disclosure of information received through the Posti Customer Movers service to parties other than companies belonging to the same corporate group as the Customer or mailing or telemarketing companies used by the Customer is prohibited. 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.

The use of the Posti Customer Movers is always subject to the Customer delivering its own customer register to Posti for the updating of the information.

## **15. PREMIUM-WIDGET ON THE CHANGE OF ADDRESS NOTIFICATION FORM**

In the Premium-widget service, the Customer's advertisement is added to the confirmation page of the electronic change of address notification form and is only displayed to persons included in the Customer's customer register. The precondition for using the Premium-widget service is that the Customer's customer register is covered by Posti's continuous update service, the Customer has purchased the Customer Movers service from Posti or the Customer submits its own customer register to Posti. Posti will only use the name and address information in the Customer's customer register as the advertisement target group in the Premium-widget service.

Based on the widget type chosen by the Customer, the consumer can move from the widget to the Customer's website or submit a contact request to the Customer. The contact request is delivered to the e-mail address determined by the Customer.

In the Premium-widget service, Posti does not deliver changed address information to the Customer.

The service is priced based on the number of clicks collected by the widget or the number of sent contact requests and a fixed monthly charge.