

## **Terms of Use of Electronic Channels for Posti Ltd's Contract Customers May 25, 2018**

### **1. Scope of Application**

- 1.1. Posti Ltd ("Posti") offers its contract customers ("the Customer") electronic channels for using Posti's contract services and managing the Customer's own information ("the Service"). These terms of use ("the Terms of Use") shall apply to the contractual relationship between Posti and the Customer, related to the Customer's right to use the Service.

### **2. Terms and Conditions of Agreement**

- 2.1. The use of the Service shall be primarily subject to these Terms of Use and secondarily to Posti's general terms and conditions of agreement. In addition, Posti may provide guidelines related to the use of the Service separately in the Service.
- 2.2. Should guidelines provided by Posti in the Service conflict with the Terms of Use, the guidelines shall prevail.
- 2.3. Posti's services available in the Service shall be subject to the product terms of the service in question.

### **3. Activation of the Service**

- 3.1. The activation of the Service requires that the Customer has agreed with Posti on a contract customer relationship that entitles the Customer to use Posti's contract services.
- 3.2. The Customer approves the Service's Terms of Use when starting to use the Service.

### **4. Service**

- 4.1. In the Service, the Customer can receive reports relating to the Posti services used, and order or use the services available in the Service.
- 4.2. The use of the Service shall fall under the Customer's responsibility. Posti does not guarantee uninterrupted and error-free Service availability.
- 4.3. Some services may require the identification of the Customer or a party acting on the Customer's behalf.
- 4.4. The Customer may only use the Service in their own internal operations. The Customer shall not have the right to resell or distribute the Service in any other similar manner.
- 4.5. Use of the Service may enable access to the use or ordering of products and services offered by third parties ("Other Service Provider"). Posti shall not be responsible for the products, services or operations of Other Service Providers, or for information provided by them. Agreements for products and services of Other Service Providers shall be concluded between the Customer and the Other Service Provider. Posti shall not be party to any such agreement and shall not be liable for any obligations related thereto.

### **5. Methods of Payment**

- 5.1. Unless an agreement has been made with the customer (self-service customer) on invoicing, services must be paid for when ordered using the methods of payment available in the Service at the time. Posti shall have the right to charge the customer's payments or set an authorization hold for the method of payment used by the customer.
- 5.2. The Service Account is a method of payment offered by Posti Ltd to its self-service customers. The Service Account can be used to pay for services offered by Posti in the Service.
- 5.3. The self-service customer shall be responsible for ensuring that the Service Account or another method of payment used by the customer and approved by Posti always has sufficient funds to pay for the customer's purchases. The Service Account balance may not be overdrawn.

- 5.4. When the Customer transfers funds from the Customer's bank account to the Service Account, the bank transfer must feature the reference number provided by Posti in order for the funds to be allocated to the Customer's Service Account. Funds transferred by bank transfer ordered from the Customer's own bank will usually be available in the Service Account on the banking day following the execution of the bank transfer. The time taken by bank transfers depends on agreements between banks. The Customer shall be aware of the fact that it may take several days for the bank transfer to be registered in the Service Account. When the Customer transfers funds from the Customer's bank account to the Service Account with the Service Account's online payment button, the funds will be available to the Customer in the Service Account immediately after the online payment succeeds.
- 5.5. Posti shall not pay interest for funds in the Service Account. In bookkeeping, the customers' funds are separated from Posti's funds.
- 5.6. The Customer may, at any time, withdraw the funds available to the Customer in the Service Account. The funds will be paid to the bank account nominated by the Customer as the contra account of the Service Account. In addition to funds available to the Customer, the Service Account may include funds held for the Customer's services with authorization holds or payment units granted by Posti as part of a campaign or as a refund that can only be used for paying for Posti's services in the Network service and that cannot be withdrawn from the Service Account.

## 6. Identifiers and Administrator

- 6.1. The Customer must specify at least one Administrator for Posti. Posti will approve the Customer's registration and provide the Customer with the Administrator's identifiers.
- 6.2. The Customer's Administrator creates and maintains the identifiers of the Customer's other users and acts as a liaison between Posti and the Customer in matters pertaining to the Service. The Customer shall be responsible for ensuring that the service portal always has up-to-date information about the Customer's Administrator.
- 6.3. The Administrator has the right to use all components and materials to which the Customer has access in the Service. Non-Administrator identifiers may have limited access rights.
- 6.4. The Customer must store all identifiers with due care and in such a way that they do not fall into the hands of a third party for unauthorized use. Should the Customer's identifier fall into the hands of a third party or become lost, the Customer themselves must disable the identifier's access rights.
- 6.5. The identifiers are personal, and a person may use the Service with the same identifier when acting as the representative of different customers. **The Customer shall be responsible for ensuring that the Customer's representation right related to the identifiers is only accessible to persons who are entitled to act as the Customer's representatives in the Service as enabled by the representation right. The Customer themselves must disable the representation rights related to the identifiers.**
- 6.6. Use of the Customer's identifiers is equivalent to the Customer's signature.
- 6.7. Posti is entitled, but not obligated, to delete the Customer's identifiers which have been inactive for over a year.

## 7. Customer's Responsibilities

- 7.1. The Customer shall be responsible for the administration of the identifiers and the access rights related thereto. The Customer's Administrator administers the Customer's identifiers and the extent of the access rights related thereto.
- 7.2. The Customer's Administrator shall be responsible for providing user support to the Customer's other users.
- 7.3. The Customer shall be responsible for all actions performed in the Service with the Customer's

identifiers.

- 7.4. The Customer shall be responsible for ensuring that the computer and other hardware, software and data communications connections used by the Customer comply with the requirements specified by Posti and are sufficiently secured by, for instance, using up-to-date and efficient virus protection software and other equivalent means of security. The Customer shall be personally liable for the cost and operation of the equipment, software, and communications and data communications connections required for the use of the Service. When using the Service, the Customer shall be obliged to comply with the currently valid terms of use security guidelines, and other instructions of Posti.
- 7.5. The Customer must provide Posti with the information needed to carry out the Service. The Customer must notify Posti immediately of any changes to the information. The Customer shall be responsible for the accuracy of the information it provides in the Service. Posti shall be under no obligation to check or correct the information that the Customer provides in connection with the Service.
- 7.6. The Customer shall be responsible for information, files, documents or other material they store, process or transfer in the Service ("the Material").
- 7.7. The Customer shall be responsible for ensuring that the Service is used according to law and good practice. Posti does not monitor Material produced, sent, transferred or otherwise processed with the aid of the Service, nor shall Posti be responsible for illegal or offensive content in such material. When using the Service, the Customer shall be responsible for refraining from producing, sending, storing or otherwise processing any material that violates copyright or other rights, good practice, law or official orders. Violations may result in an obligation to compensate for the damage or loss caused thereby. The Customer shall be responsible for the content and presentation format of the Material sent or otherwise processed by the Customer with the aid of or via the Service.
- 7.8. Before adding Material to the Service, the Customer must ensure that the Material does not breach the terms and conditions of agreement applicable to the Service or guidelines provided by Posti and that the Material does not contain viruses or other properties that may cause damage or loss. The Customer shall be responsible for ensuring that they do not import into the Service any Material that contains viruses or other harmful properties and that they do not distribute or otherwise harmfully process such Material.
- 7.9. When processing customer or other personal data in the Service, the Customer shall, as a controller, be responsible for adhering to the legislation that pertains to the processing of personal data. The Customer must make sure they are entitled to process the personal data in question and otherwise adhere to obligations decreed in law or required by authorities when processing personal data.

## **8. The Customer's integration interfaces to the Service**

- 8.1. An agreement on an integration interface to the Service may be concluded with the Customer. In deviation of the above, the Customer may not personally administer integration identifiers.

## **9. Posti's Responsibilities**

- 9.1. Posti shall be responsible for providing the Service in accordance with good data processing practice.
- 9.2. Posti shall administer the Service in such a way that it is, by and large, available for use 24 hours a day, 7 days a week. Posti may temporarily suspend the Service due to, for example, alterations or repairs, or measures caused by system upkeep, maintenance or repair.
- 9.3. Posti shall be liable for paying damages for direct damage or loss within Posti's scope of liability, caused to the Customer by Posti's negligence and proved by the Customer, in accordance with Posti's general terms and conditions of agreement.

- 9.4. Regardless of the above, Posti shall not be liable for any damage or loss caused by the destruction, loss or alteration of the Customer's Material.

#### **10. Changing and terminating the Service and the Terms of Use**

- 10.1. The Customer shall be aware of the fact that Posti is continuously developing the Service, and consequently, the Service and its content may change at any time. Changes to the Terms of Use shall be communicated in the Service.
- 10.2. Posti shall have the right to terminate the provision of the Service in part or in full. This change shall be separately communicated in the Service well in advance.
- 10.3. Posti shall have the right, for a justified reason, such as the Customer's breach of the Terms of Use or another breach of agreement, to disable the Customer's access rights without prior notification.
- 10.4. Posti shall have the right, without hearing the Customer, to suspend the Service and remove the Material that is suspected of violating another party's rights or law, official instructions or good practice.

#### **11. Validity of the Terms of Use**

- 11.1. The Terms of Use shall enter into force on May 25, 2018 and will remain in force until further notice.
- 11.2. Posti may terminate the Terms of Use by communicating this 30 days in advance in the Service. The Customer's access rights shall end upon the termination of the Customer's contract customer relationship.

#### **12. Other Terms and Conditions**

- 12.1. Should the Customer's Material breach the Terms of Use or another agreement between the Customer and Posti, Posti shall be under no obligation to provide the Service or services in accordance with the agreements mentioned above. Should it become evident that the Material processed by the Customer with the aid of the Service contains offensive content, violates the copyright or other rights of another party, breaches the law or the Terms of Use or the terms and conditions of the Customer's other agreements or may cause damage or loss, Posti shall have the right to remove the material in question without hearing the Customer.
- 12.2. All rights (right of ownership, copyright and other intellectual property rights) to the Service and to material related thereto, offered by Posti, shall remain with Posti or its licensors. Rights to the products and services of Other Service Providers and to material related thereto shall remain with the respective service providers or their licensors. The Customer shall not have any intellectual property rights to the Service or to software or material related thereto or to any similar items.
- 12.3. Should the service that is covered by this agreement involve processing personal data that is the property of the Customer, the Customer shall authorize Posti with this agreement to arrange on its behalf, using EU model clauses, to transfer this personal data which is the property of the Customer to a subcontractor outside the EU for the purposes of service provision. The EU model clauses ensure that provisions similar to EU legislation are applied to the processing of the personal data outside the EU borders. The transfer does not affect information security or the confidentiality of information.

#### **13. Appendices**

- 13.1. Data Processing Agreement is an inseparable part of these Terms and applies to Customers using Smartship order channel.