



Terms of Use for Posti Ltd.'s Network Services

September 30, 2014

1. Subject of Agreement and Contracting Parties

- 1.1. On the basis of this agreement (hereinafter "Terms of Use"), the Customer and Posti Ltd. agree upon the use of Posti Ltd.'s ("Posti") Network Service intended for companies and organizations. Posti reserves the right to use subcontractors in the implementation of the services it provides.

In this agreement, the Network Service is hereinafter referred to as "the Network" or "the Service". The Network Service and the services available therein are referred to as "the Services". The company or organization which uses the Services is referred to as "the Customer", and Posti Ltd. is referred to as "Posti".

- 1.2. Posti's contact details: Posti Ltd.; street address: Postintaival 7 A, 00230 Helsinki; postal address: P.O. Box 121, FI-00011 POSTI. Business ID 0109357-9. Inquiries concerning the Service: tel. 0200 77000, e-mail: yritysasiakaspalvelu@posti.com, www.posti.fi.

2. Terms and Order of Precedence

- 2.1. Posti Ltd.'s valid general terms and conditions will be applied to these Terms of Use as supplementary terms. The content and applicable terms of the Services are determined according to these Terms of Use and service descriptions or service-specific terms. If the terms are in conflict, the service-specific terms and service-specific information presented in connection with the specific service shall have precedence.

3. Establishment of the Agreement

- 3.1. The activation of the Services requires a Finnish Business ID, registration as a user of the Services, electronic identification, and the approval of the applicable terms.
- 3.2. Posti shall have the right to check the Customer's credit information. Furthermore, Posti shall have the right not to approve the agreement on the use of the Network Services in full or with regard to a specific Service. The agreement enters into force once Posti has confirmed the approval of the agreement to the Customer.
- 3.3. If the Service activated within the Customer's Network includes products or services offered or produced by a third party, the Customer also commits to approving and following the terms required by the third party.

4. Network Service

- 4.1. The Service consists of the Services used or acquired through the Internet. The Customer will be responsible for the use of the Service and websites. Posti will not be responsible for ensuring that the Service is available to the Customer without interruptions or failures.

4.2. The Customer can only use the Service in its internal operations. The Customer shall not have the right to resell or distribute the Service in any corresponding method. When using the Service, the Customer must follow applicable laws and regulations.

4.3. The Customer will be responsible for the information, files, documents, and other materials it stores, handles, or transmits using the Service. Posti will not be responsible for any losses caused by the destruction or disappearance of such information, files, documents, and other materials, or changes therein.

5. Products and Services Offered by Other Service Providers

5.1. The use of the Service may enable access to the use or ordering of products and services offered by third parties ("Other Service Provider"). Posti will 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.

6. Business Account

6.1. The business account is a payment method offered by Posti Ltd. to its Customers. The business account can be used to pay for the services offered by Posti in the Network Service, or services offered by third parties that supplement Posti's services and that are offered in the Network Service together with Posti's services. The Network Service can also offer services of third parties that are not connected to Posti's services and that cannot be paid from the business account.

6.2. The Customer will be responsible for ensuring that the business account contains sufficient funds to cover the Customer's purchases. The business account cannot be overdrawn. The Customer transfers funds to the business account from its bank account. The reference number provided by Posti must be used in the transfer so that the funds can be allocated to the Customer's business account.

6.3. Funds transferred through an account transfer from the Customer's bank are mainly available in the business account on the banking day following the transfer. The time required for the account transfer depends on agreements between banks. The Customer understands that the registration of the account transfer in the business account may take several days.

6.4. When the Customer transfers funds to the business account from its bank account using the business accounts' online payment button, the funds are available to the Customer in the business account immediately after a successful online payment.

6.5. Posti will not pay interest on funds in the business account. Customers' funds will be separated from Posti's funds in accounting.

- 6.6. The Customer can withdraw its available funds from the business account at any time. The funds are paid to the bank account which the Customer has provided as the business account's contra-account. In addition to the Customer's available funds, the business account may contain assets reserved for the Customer's Services as a funds provision, or payment units granted by Posti as a campaign or paid as a credit that can only be used to pay for Posti's Services in the Network Service and cannot be withdrawn from the business account.
- 6.7. Posti shall have the right to charge the business account for any fees based on the Customer's activities in the Network Service, and the Customer's other expired and unpaid payments to Posti Ltd..
- 6.8. Posti charges the business account for fees for continuous Services used by the Customer in the Network Service according to the service-specific payment schedule. Transaction-specific fees will be charged from the business account during the transaction. Posti can set a funds provision in the business account to cover its fees and pay for the Services approved by the Customer.

Posti's upcoming charges will be announced in the Service.

7. Reporting

- 7.1. The Customer will receive a monthly account statement of the transactions in the business account.

8. Prices, and Methods and Terms of Payment

- 8.1. The prices for Posti Services are determined by the Network Service's valid price list, which is available in connection with the Services. Other Service Providers will be responsible for the pricing of their own products and services, and for giving information on their prices.
- 8.2. Any changes in the prices of continuous Services used by the Customer will be announced according to Posti's General Contract Terms. The price of other services offered by Posti is given in the price list.
- 8.3. Any changes in VAT and the impact of laws, decrees, or official measures on the prices of the Services will enter into force immediately, and any changes will be announced in connection with the Services.
- 8.4. The Customer's payment obligation begins once the agreement has been established and the Services are available to the Customer. Any acceptable payment methods will be announced through the Service. Posti can change the available payment methods or periods. Notification of such changes will be given in connection with the Services. Posti may require advance payment.

9. Responsibility of the Customer

- 9.1. The acceptable identifiers required for using the Services are listed in connection with the Services. The identifier may be a service offered by Posti or a third party.

The use of the Customer's identifier (e.g. banking IDs or username and password) corresponds with the Customer's signature in connection with a payment transaction, ordering, and other transactions. The Customer agrees that all measures taken using the Customer's identifier or by the Customer or upon an order of the Customer when using the Services are binding on the Customer. The Customer will be responsible for ensuring that the identifiers are only used by those individuals who have the right to receive messages addressed to the Customer (incoming mail) and perform legal actions in the name of the Customer in the Service.

- 9.2. The Customer must store the identifiers carefully and so that they cannot be accessed by third parties. If the Customer's identifier can be accessed by a third party or goes missing, the Customer must immediately provide notification of this to the service provider which produced the identifier (e.g. a bank, Signom, or Posti). The Customer will be responsible for all measures taken in Posti's Service using its identifiers.
- 9.3. The Customer will be personally responsible for ensuring that the computer and other hardware, software, and data connections it uses correspond with the requirements set out by Posti and offer sufficient protection through up-to-date and efficient virus protection programs and other similar protection measures. The Customer will be personally liable for the cost and operation of the equipment, software, communications, and data connections required for the use of the Services. When using the Services, the Customer shall abide by Posti's user instructions, and security and other instructions valid at the time.
- 9.4. The Customer must provide Posti with the information necessary for the Services. The Customer must notify Posti immediately of any changes in the information. The Customer will be responsible for the accuracy of the information given for the Services. Posti will not be under obligation to verify or correct the information provided by the Customer in connection with the Services. Posti will not be responsible to the Customer for information of senders concerning the Customer, such as addresses.
- 9.5. The Customer will be responsible for using the Service in compliance with laws and good practices. Posti will not monitor the material produced, sent, conveyed, or otherwise processed when utilising the Services, nor shall it be responsible for any illegal or offensive content of such material. The Customer will be responsible for not producing, sending, storing, or otherwise handling any material that infringes copyrights or other rights, good practices, laws, or official regulations when using the Services. Violations may result in an obligation to compensate for the damage or loss caused thereby, and may lead to penal sanctions. Without hearing the Customer, Posti shall have the right to interrupt the Service and remove the material that is alleged to breach the right of other parties or is in conflict with laws, official guidelines, or good practices. The Customer will be responsible for the content and form of the material sent with or via the Services or otherwise handled in the Services.

Before adding material to the Service, the Customer must verify that the material is not in violation of the Service's contract terms or any guidelines issued by Posti, and that the material does not contain computer viruses or other characteristics that

might cause damage. The Customer will be responsible for not adding any material that contains viruses or other harmful features to the Services, and for not spreading or otherwise handling any such material in a detrimental manner.

- 9.6. The Customer shall undertake not to use the Services for sending detrimental or disruptive messages.
- 9.7. The Customer understands that all mail added to the Service has been delivered to the organization which holds the identifiers and not to the organization's employee.
- 9.8. The Customer will be responsible for the content of the information or material transferred.
- 9.9. The Customer commits to only handling the data reports or other similar information received from Posti through the Service or otherwise for the legal purposes to which the Customer holds rights.
- 9.10. The Service may allow the Customer to collect and save personal information. As a registrar, the Customer will be responsible for following the legislation on handling personal information. The Customer must verify its rights to handle such personal information and otherwise follow the obligations prescribed by law or required by the authorities in handling personal information.
- 9.11. If the information provided or material supplied to Posti by the Customer is in breach of the Terms of Use, Service Agreements or Posti's instructions, Posti will not be obligated to implement the Services in accordance with the said agreements or Posti's information about the Services. Posti shall have the right, without hearing the Customer, to remove any material handled through the Services by the Customer, that has insulting content, infringes any copyrights or other rights of any other party, is in breach of laws, these Terms of Use, or Service Agreements, or might cause damage. Furthermore, Posti shall have the right, due to misuse, to cancel the Terms of Use and/or the Service Agreement, and to suspend use of the Services in accordance with Posti's General Contract Terms.
- 9.12. The Customer will not have any intellectual property rights to the Service, or software, materials, or equivalent related thereto.

10. Posti's Responsibility and Liability

- 10.1. Posti will be responsible for any errors in the Service up to the value of the error. Posti shall have the right to primarily repair the error or deliver a replacement service within a reasonable time. Secondly, Posti shall have the right to offer a price reduction corresponding with the error through payment units used in Posti's services. In all situations, Posti will only pay compensation for direct damage. For example, Posti will not compensate any losses of profit or income, missing, changed or delayed information, non-fulfillment of obligations towards a third party, or other similar situations.
- 10.2. Posti will be responsible for ensuring that the encryption and protection measures used in the transfer and processing of data are appropriate and guarantee the level

of information protection as prescribed by law when using the Services. Posti will maintain the Services so that they are, by and large, available for use 24 hours a day, 7 days a week. Posti may temporarily suspend the Services, e.g., due to alterations or repairs, or measures caused by system maintenance. Posti will not have rights of use to the information saved by the Customer in its Service. However, Posti may perform automatic maintenance task directed at the company's information with the purpose of facilitating the maintenance of the company's information.

- 10.3. The sender will be responsible for the content of electronic messages and other material transmitted by Posti. The sender will also be responsible for having obtained the necessary consent and approval from the recipient, and for ensuring that the legislation in force entitles the sender to send messages to recipients. Posti will be responsible for transmitting electronic messages and other material according to general practices. This may require changes in the technical format of the messages or material.
- 10.4. Posti will be liable to pay damages for direct losses that are within Posti's area of responsibility, caused by Posti's measures for the Customer, and indicated by the Customer. However, Posti's liability equals the price of the Service at maximum. In a long-term Service, the price of the period specified in the price list is regarded as the price of the Service. With regard to individually priced Services, the price which the Customer has been liable to pay for the specific individual Service is regarded as the price of the Service. With regard to Services where Posti delivers physical shipments, Posti's liability to pay damages for missing, damaged, delayed, or incorrectly delivered shipments is determined according to the legislation and product terms applied to the specific shipment.
- 10.5. Compensation for damages due to a failure other than an error in the delivery of a physical shipment must be claimed from Posti within one (1) month of the date on which the error for which compensation is claimed was observed or should have been observed. Customer complaints and claims related to the delivery of physical shipments are subject to Posti Ltd.'s General Contract Terms and the legislation applied to the specific shipment.

11. Changing the Contract Terms

- 11.1. The Customer agrees that Posti is continuously developing the Services, because of which the selection and content of the available Services may vary. Posti shall also be entitled to discontinue the production of the Services.
- 11.2. If the Customer's obligations are not significantly increased or its rights reduced by an amendment to the Terms of Use or the Service Agreement, or if the amendment to the agreement is due to a change in legislation or a decision taken by the authorities, Posti shall have the right to give notification of such a change in connection with the Services. Any amendment due to a change in legislation or a decision taken by the authorities shall enter into force with immediate effect. Other amendments enter into force on the date announced by Posti.

- 11.3. If the amendment significantly increases the Customer's obligations or reduces its rights and is not caused by a legal amendment or an official decision, Posti will give notification of the amendment in accordance with its General Contract Terms.
- 11.4. If the Customer does not accept the new agreement terms once having received notification from Posti in accordance, the Customer shall have the right to terminate the agreement. If the Customer submits its notice to Posti at least seven (7) days before the validity of the new terms, the new terms will not be binding on the Customer. In this case, the Customer will be governed by the old terms until the new terms enter into force. The Customer's contractual relationship will expire upon the entry into force of the new terms. Posti will not refund any Services already paid for.

12. Validity, Interruption, and Cancellation of the Agreement

- 12.1. These Terms of Use enter into force on November 1st, 2014, and will remain in force until further notice.
- 12.2. Posti and the Customer both have the right to terminate the use of the service on one month's notice, with the exception of the circumstances specified in Section 11.4. The notice period is calculated from the date on which notice is given. The service will remain in use until the end of the month following the month in which notice is given. The Customer may terminate these Terms of Use and the terms of Service Agreements in connection with the Services or by sending a notice via e-mail or otherwise in writing to Posti's Customer Service.
- 12.3. Posti may interrupt the Customer's use of the Services or cancel the Customer's agreements on the Services without any advance notification if the Customer uses the Services in breach of these Terms of Use, any service-specific terms, guidelines, laws, or good practices or Posti has a justified cause to suspect such behavior from the Customer, or the Customer uses or attempts to use the Services in a manner which endangers the functionality or information security of the Services. Interrupting the access rights to the Service will not cancel the validity of the agreement.
- 12.4. Termination of the agreement between Posti and the Customer will not affect any other agreements between the Customer and Other Service Providers, unless otherwise agreed upon with the Other Service Provider.

13. Other Terms and Conditions

- 13.1. All rights (right of ownership, copyright, and other intellectual property rights) to the Services offered by Posti and to the material related thereto shall remain with Posti or its licensors. Rights to the products and services of Other Service Providers and to the material related thereto shall remain with the respective Other Service Providers and their licensors. The Customer will not have any intellectual property rights to the Service, or software, materials, or equivalent related thereto.
- 13.2. The Customer's messages and other materials will be stored in the Service for the period issued in the valid description of the Service or issued otherwise in the Service. After the termination of the Service Agreement, Posti will not be liable to

store or otherwise handle the Customer's material or return it. The Customer will be responsible for saving or printing the material it needs.

13.3. Posti will send any messages addressed to the Customer to the Service or another address provided by the Customer for Posti. The Customer will be obligated to immediately notify Posti of any changes in its contact information.

13.4. Should the service that is covered by this contract involve processing personal data that is possessed by the Customer, the Customer shall authorize Posti with this contract to arrange on its behalf, using EU model clauses, to transfer this personal information, which is possessed by the Customer, to a subcontractor outside of the EU for the purposes of service provision. EU model clauses ensure that provisions similar to EU legislation are applied to the processing of the personal data outside of the EU borders. The transfers do not affect information security or the confidentiality of information.