**SERVICE AGREEMENT FOR NETPOSTI** 1.9.2009
ELECTRONIC TRANSACTION SERVICE

## 1. Subject of Agreement and Contracting Parties

1.1. This agreement applies to the use of the 'NetPosti' service between the Customer and Itella Corporation.

Hereinafter, this Agreement is referred to as 'Service Agreement for NetPosti', Itella Corporation as 'the Post', the 'NetPosti' service as 'Service' and the company or organisation sending messages as the 'Sender'.

1.2. The 'NetPosti' service is part of Post's web services. Only customers who have accepted Post's Terms of use for electronic customer services ('Terms of use') can sign the Service Agreement for 'NetPosti'. The Customer must also possess a Finnish identity code and the Customer's contact details must be included in the Post's address information system.

1.3. Should the terms and conditions of the Service Agreement contradict those of the Terms of use, the terms and conditions of this Service Agreement shall prevail.

## 2. Service Content

2.1. The Service comprises the reception of letters and other messages sent in electronic format by Senders that have joined the Service, in the Customer's personal electronic mailbox in the 'NetPosti' service. The mailbox service allows the Customer to read, save and delete messages received. Furthermore, the Customer can utilise additional services related to the abovementioned electronic document communication services.

## 3. Transmission of Messages

3.1. The Customer selects the Senders from among those that have joined the Service as ones from which he/she prefers to receive messages in the electronic mailbox. Such messages will not be transmitted on paper. Moreover, upon the assignment of the Sender, an electronic copy of a letter or other message sent to the Customer on paper can be submitted to the electronic mailbox. A message will only be transmitted to the Customer's electronic mailbox if the Customer's identifying data matches the recipient data entered by the Sender into the message. In other cases, and if errors occur, the message will be transmitted on paper to the Customer's street address provided by the Sender, using the normal mail delivery services in accordance with legislation on postal services and the General Delivery Terms of the Post.

3.2. The Post has the right to delete the Customer's electronic mailbox Sender selections under the following circumstances:

- The Customer has not logged on to the NetPosti service in the last three (3) months and there are unread electronic invoices in the Customer's mailbox;
- The Customer has not logged on in the 'NetPosti' service in the last twelve (12) months, the Customer has selected messages from Senders only electronically and the Customer has more than two months old unread electronic letters ; or
- The Post has been informed of the Customer's death.

The Post will notify the Customer about the deletion of Sender selections fourteen (14) days prior to the deletion with an electronic letter or an e-mail to the e-mail address provided by the Customer in the Customer's NetPosti service. New messages from the Sender will subsequently be delivered on paper and as an electronic copy in accordance with section 3.1.

The Post recognizes as invoices only electronic messages with a barcode used for payment.

3.3. Customer address data included in the Post's address information system can be used for delivering the message to the recipient.

3.4. An electronic message will be considered as delivered to the Customer when it has been transferred to the Customer's electronic mailbox, ready for the Customer to read when visiting the mailbox service.

**4. Processing the Customer's Personal Data**

4.1. The Post will process the Customer's personal data (e.g. a name, address, postal name, personal ID, selections for delivery of the Customer's messages) in order to implement the Service. For this purpose, personal data can also be transferred to all Senders who have joined the Service, or other parties necessary for the communication of the messages.

4.2. The Post can deliver a receipt to the Sender with information on the time of transfer of electronic messages, complete with a listing of the recipients who have selected/received the messages from the Sender in question in electronic format.

**5. Electronic Letter with Advice of Delivery**

5.1. The Sender can request delivery of an electronic letter to the addressee Customer against an Advice of Delivery, requiring the Customer to acknowledge the letter as received prior to opening it. The Post will provide the Sender with a receipt of the addressee's acknowledgement and the time of delivery.

Unacknowledged electronic letters with advice of delivery will be retained in the electronic mailbox for the period specified in the service description. If the Customer fails to acknowledge the electronic letter with advice of delivery as received within the specified time, the letter will become outdated and can no longer be opened.

The Sender of the electronic letter with advice of delivery will be provided with a receipt for having sent the letter, in addition to the abovementioned receipt. The receipt for having sent the letter contains information on the time of delivery and recipient of the electronic letter.

5.2. An electronic letter with advice of delivery will be delivered to the Customer once the Customer has acknowledged receipt of the letter.

**6. Message Contents**

6.1. The Post will not supervise the content of messages transferred to the electronic mailbox. The Sender is responsible for the format and content of any messages and links they may contain, as well as for the correctness of data (e.g. barcodes on invoices).

6.2. Messages sent by Senders can be invoices, advertisements or other messages.

6.3. The messages may contain links offered by Senders. Similarly to invoice itemisations, information on loyal customer offers or changes to contract terms or services that Senders can enclose with paper invoices, electronic messages can include links to the corresponding material in electronic format, provided by the Sender. Such links can refer to a certain electronic document, the Sender's homepage or some other site specified by the Sender. For instance, such a site may be the website of the Sender's partner, presenting products offered by the partner in question to the Sender's customers. It is up to the Customer to choose whether to open the link and review the attached material.

The Sender can choose the links and can connect to a server maintained by the Post or other service provider. If the link is to a Post server, the Post is responsible for the functionality of the link and for saving the material related to the link in a manner similar to saving the message itself. In other cases, the Sender is responsible for any links.

## 7. Archiving

7.1. The Customer can store received messages in the electronic mailbox. The message-specific maximum period of storage is six (6) years, and the Customer will be notified of its expiry in advance. The Post is entitled to delete messages which are over six years old by informing the Customer thereof in advance within a reasonable time.

## 8. The Post's Liability

8.1. The Post's liability for damages for loss, damage, delay or misrouting of electronic messages is determined as for letters on paper by legislation controlling postal services, and in compliance with the maximum compensations and rules of compensation included in the Post's General Terms of Delivery (please see Terms of use).

## 9. Commencement and Termination

9.1. This Service Agreement will become valid once the Customer has accepted the terms of the Service Agreement, and will remain valid until further notice. Having concluded a contract, the Customer can cancel the contract within 14 days. However, the Customer does not have the right to cancel the Contract once he/she has started using the Service. The Post may terminate the Service Agreement based on a 30-day period of notice. The Customer may terminate the Service Agreement based on a 14-day period of notice. The period of notice is calculated from the time the notification was given. If the agreement on electronic consumer services between the Customer and the Post is terminated in accordance with the Terms of use, this Service Agreement will be terminated automatically at the same time.

9.2. Once the Service Agreement is terminated, the Customer will no longer have access to the electronic mailbox. The Post has the right to inform senders of the eventual termination of the Service Agreement. If the Service Agreement terminates, the Post can alter the method of delivery and transfer messages on paper, provided that the sender has agreed on such a procedure with the Post.

## 10. Other Terms and Conditions

10.1. Unless otherwise agreed in this Service Agreement, the Terms of use and applicable legislation on postal services as well as the General Terms of Delivery of postal services are applicable to the Service.

10.2. The Customer's personal data will be processed in accordance with this Service Agreement, the Terms of use and the Personal Data Act and the Description of File on Customer Register prepared in compliance with Section 10 of the Personal Data Act.