TERMS OF USE

These terms of use pertain to the delivery and use of Posti Oy's Sorting Service ("the Service" or "the Sorting Service"). In addition to these terms of use, the Service is subject to the currently valid Product Terms for Posti Mail Communications' contract services and Posti's General Contract Terms for Corporate Customers. The agreement on the deployment and use of the Sorting Service is concluded with the party ("the Service User") which mails the shipment batches and sorts the address material. In accordance with the Product Terms for Posti Mail Communications' contract services, the party that pays the postages agrees that the publishing, mailing, or printing house employed by the customer has the right to sort the customer's shipment batch and its address material with the Sorting Service.

The Sorting Service is also available with OmaPosti (previously NetPosti) matching. The deployment of OmaPosti requires separate agreements.

Access rights and termination of access rights

The access rights and terms of use concerning the Sorting Service enter into force when the Service User has been supplied with a user ID and password providing access to the Service. The access rights grant a right to use the Service only in terms of postal items/shipments to be delivered by Posti. The Service User does not have the right to transfer or convey access rights nor any part of the delivery or any agreement concerning the Sorting Service to a third party. The Sorting Service means the different versions of the Service, examples in electronic format that support the use of the various versions, and any related written material. All ownership and intellectual property rights related to the Sorting Service are the property of Posti.

If there is reasonable justification, Posti is entitled to refuse supplying user IDs and passwords granting access to the Sorting Service. Posti is furthermore entitled to block the use of the Sorting Service, if the Service User or the party indicated as the payer of postages is discovered to have problems with solvency.

The parties to the agreement have the right to terminate the agreement concerning the Sorting Service with a 30-day period of notice by informing the counterparty thereof in writing. In case the Service User has not begun writing its Client program within three months from the user ID's date of delivery, has not used the Service for a period of three months, or if the Service User has breached the Service's terms of use, Posti is entitled to terminate the access rights with immediate effect by informing the Service User in writing.

Posti has the right to change these terms of use by informing the Service User of any new terms of use 30 days before they take effect. A Service User with access rights is considered to accept the new terms of use if the Service User has not terminated the agreement concerning the use of the Sorting Service within 30 days of the delivery of the new terms of use.

The Service User's producement responsibilities

The Service User must possess a system that functions as the Client program and user interface for the Sorting Service and through which the Service User shall carry out the dispatch and reception of files in accordance with the instructions provided by Posti and the input of the necessary parameters to the Sorting Service. The Service User is responsible for the Client program and for the user interface, communications links, and any costs arising from them. Posti is not responsible for the user interface's compatibility with the Sorting

Deployment

1. The Service User and Posti agree on the deployment of the Sorting Service. The company or organization which is the Service User must possess a business ID or an equivalent registration number.
2. The Service User is granted access rights to the test and production environments of the Sorting Service. The Service User may not disclose the user IDs to third parties. Furthermore, the Service User is responsible for the use of the Service User's user ID and password and any possible loss or damage caused by such use.
3. The Service User shall construct its Client program in accordance with the instructions provided by Posti.
4. The Service User agrees on the testing of its Client program with Posti.
5. Posti verifies the Service User's Client program's applicability to the Sorting Service.
6. If the Service User's Client program or the Sorting Service gain new features, such new features must always be tested in the test environment of the Sorting Service before introduced into production.

Use of the service and liabilities of the parties

Posti is responsible for the mailing instructions produced in the Sorting Service. The Service User is responsible for processing the shipment batches in accordance with the instructions returned by the Sorting Service and included in the Service's Integration Manual.

- The instructions returned by the Sorting Service always include
    - the order in which postal items are sorted into bundles or boxes,
    - the order in which bundles or boxes are sorted into transport units,
    - the container labels to be attached or affixed to transport units,
    - postage markings.
- If a shipment batch contains shipments to be boxed, the instructions will include the container labels to be attached to the boxes.
- If a shipment batch contains shipments to be bundled, the instructions will include the container markings or bundle labels to be affixed to the bundles.
- The service creates 2D and 4-state codes, one of which is printed on the shipment according to Posti's terms and instructions.
- The Service also allows the automated generation of an ISA (an electronic shipment list). The Service User is always responsible for checking the data entered on the ISA via the Sorting Service prior to closing the list.
- Shipment batches not mailed in accordance with the instructions from the Sorting Service should always be agreed upon separately with Posti.

The Service User is responsible for the accuracy of data entered in the Sorting Service, including a shipment's weight and thickness and other dimensions. The Sorting Service must be provided with the recipient's name and address information as they are printed on the shipment so that the recipient can be identified and the delivery of the service is successful. Inaccurate or incorrect data may lead to a termination of the agreement. The Service User is also obligated to change the processing parameters entered in the Service should Posti consider this to be the best course of action and provided that the changes do not cause material inconvenience in the Service User's own production. In this context, processing parameters refer to, for instance, the size of a bundle and the number and type of transport units employed in the mailing.

Posti has the right to produce the Sorting Service in the way it best sees fit and to alter the content of the Service. Posti also has the right to replace the Service with some other service or to remove the Service from use. Posti has the right to employ subcontractors in producing the Service. Posti is accountable for the actions of the subcontractors as for its own.

User support and service level

Posti is responsible for the Sorting Service's free user support, which covers the technical support related to the Service's deployment and the investigation of various problems and error situations over the phone and via e-mail. General support for the Sorting Service may be found at: lajittelupalvelu@posti.com. Technical user support for the deployment phase may be found at: lajittelupalvelu.tekninentuki@posti.com. The party responsible for the Client program is responsible for providing user support for the end users of its Client program.

The Sorting Service's processing time for address data is at most approximately an hour for 1.5 million addresses. The Sorting Service is available round the clock, seven days a week, excluding maintenance, service, and other necessary breaks, of which Posti will always inform the party responsible for the Client program in advance.

In case the Sorting Service is not available, the Service User is obligated to process the shipment batches in accordance with Posti's valid guide on batch sorting and other instructions, without the Sorting Service. Posti is not liable for any possible indirect or direct damage caused by the unavailability of the Sorting Service.

Information security and privacy

Posti is responsible for ensuring that other users of the Service do not gain access to the Service User's data. The data communications between the Service User and Posti employ SSL encryption and the HTTPS protocol. A system using the Service is authenticated at the firewall level, which allows traffic only from agreed IP addresses with valid user IDs and passwords. User material containing personal data processed in the Sorting Service is stored according to information security standards in Posti for 90 days from the mailing date, after which the data is erased. Posti also has the right to perform error investigations concerning address material within 90 days of the mailing date to ensure and develop the quality of its operations.

Posti has agreed to maintain the material and data it receives as confidential, and not use such material or data for any purposes other than the development of the Sorting Service and Posti's logistics network and those specified in the agreement, even after the termination of the contractual relationship. Posti does have the right to view the Service User's usage history in the Service as well as the instructions returned by the Service to ensure the functionality of the Service and to develop the Service.

No data returned by the Sorting Service (e.g. delivery arrangements, unit instructions and identifying information) can be handed over to third parties or used for purposes other than the needs of the shipment batch in question in Posti's logistics network. The recipient's personal data cannot be verified from the 2D or 4-state codes.

With regard to personal data included in the customer data, the customer shall be the personal data controller for the use of whom the Sorting Service processes personal data whereas Posti is the processor of the personal data. The Service User and the customer shall ensure that they have a right to process and give the personal

data of their customers to Posti Sorting Service in the manner and format used in the Service. Service User shall, as part of ordering and agreeing on the Sorting Service, ensure that the agreement sets out the subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects, as well as the obligations and rights of Service User and/or customer as the controller, together with the related data processing instructions, in accordance with the requirements of the applicable data protection legislation.

Posti commits to process the customer data and the personal data included in the Sorting Service in accordance with the agreement. If Service User or customer provides new instructions for the processing of personal data after the signing of the agreement, these instructions must be made in writing and will be regarded as a change request.

Both parties of the agreement undertake to implement such technical and organizational measures as are appropriate to optimize their respective business practices while ensuring the level of security required in the applicable data protection legislation, and protecting personal data from unauthorized processing, destruction or alteration. Due to the requirement of cost-efficiency in the provision of Sorting Service, Posti reserves the right to implement appropriate technical and organizational measures in Sorting Service in a uniform manner across the customer base, taking into account any mandatory requirements deriving from the applicable data protection legislation.

Posti as Sorting Service provider is entitled to use subcontractors identified in the contract or otherwise notified to the Service User as detailed below, to process the personal data in connection with the Sorting Service, in accordance with the applicable data protection legislation. Posti shall notify Service User of any changes to the subcontractors it uses. Within thirty (30) days from receipt of such notice, Service User or customer may provide its written and justified rejection of the use of one or more subcontractors identified in the notice. If Service User or customer provides such a notice of rejection, Posti may give a written notice of a price change to correspond with any change in the costs of processing of data as may result from the rejection of the use of a subcontractor, or terminate the contract with effect of no less than thirty (30) days from the notice of rejection. If Service User or customer does not provide a notice of rejection in accordance with this clause, Service User and customer are deemed to have accepted the use subcontractors. Posti reserves the right to notify of any changes to its data protection processes or to the subcontractors and data protection legislation on its website or other electronic manner, provided that Service User's contact person for the Sorting Service or other representative is provided notice thereof and has access to such notices.