

CONTENTS

GENERAL TERMS OF SERVICE (15 March 2024)	2
SPECIAL TERMS AND CONDITIONS CONCERNING PROCESSING OF PERSONAL DATA (19 February 2022)	13
SPECIAL TERMS AND CONDITIONS OF THE COMPANY ACCOUNT SERVICE (19 September 2022)	18
SPECIAL TERMS AND CONDITIONS OF THE EMPLOYEE MANAGEMENT SERVICE (19 September 2022)	20
SPECIAL TERMS AND CONDITIONS OF THE VALTTI+ SERVICE (5 February 2024)	25
SPECIAL TERMS AND CONDITIONS OF THE VALTTI+ TARKASTAJA SERVICE (5 February 2024)	28
SPECIAL TERMS AND CONDITIONS OF THE VALTTI CARD SERVICE (14 SEPTEMBER 2023)	31
SPECIAL TERMS AND CONDITIONS OF THE BUILDING SITE REGISTER SERVICE (19 SEPTEMBER 2022)	36
SPECIAL TERMS AND CONDITIONS OF THE TAITO COMPETENCE REGISTER (5 FEBRUARY 2024)	39
SPECIAL TERMS AND CONDITIONS OF REPORT SERVICE (15 MARCH 2024)	42
SPECIAL TERMS AND CONDITIONS OF REPORT PRO SERVICE (15 MARCH 2024) ...	44
SPECIAL TERMS AND CONDITIONS OF VALVOJA SERVICE (15 MARCH 2024)	46

GENERAL TERMS OF SERVICE (15 MARCH 2024)**1. GENERAL**

1.1 These general terms of service ("**General Terms of Service**") will be applied to the services (each individually as a "**Service**" and jointly as "**Services**") provided by Vastuu Group Ltd (the "**Supplier**") and to the contents provided through them. A customer who signs a contract on a Service with the Supplier will hereafter be referred to as a "**Customer**". The Supplier and the Customer will hereafter be referred to separately as a "**Party**" and jointly as "**Parties**".

2. CONTRACT DOCUMENTS

2.1 The Customer will sign a contract ("**Contract**") on the Service with the Supplier and a person who uses the service will register as a user of the Service (a "**User**") on the Supplier's website www.vastuugroup.fi (the "**Website**") in accordance with the described registration process. The registration process can vary depending on the Service.

2.2 Each Contract on a Service will consist of the following contract documents, each of which is an essential and inseparable part of the Contract, in addition to what the Supplier and the Customer may have separately agreed upon:

2.2.1 The special terms and conditions of the said Service; and

2.2.2 These General Terms of Service.

2.3 The contract documents will be applied in the above order so that in conflict situations, the document with a smaller sequence number will principally be applied over documents with a higher sequence number.

2.4 The use of the Service may, at times, require the use of products or services produced by third parties. Such services can include, for example, electronic authentication and payment services provided by third parties. The applicable contract terms of the third party will solely be applied to such third-party products and services, and the Supplier assumes no responsibility for such third party services.

2.5 Services must always be used in accordance with the terms and conditions of the Contract. The Customer must always read and accept all terms and conditions of the Contract before starting to use the Service.

2.6 The Supplier has the right to check the Customer's credit information when the Customer registers with the service for the first time or when the Customer subscribes to new Services. The Supplier has the right to prevent the use of a Service that is subject to a fee if this is justified based on payment defaults revealed by the Customer's credit information or based on some other legitimate grounds.

3. CONTENTS OF THE SERVICES

3.1 The service description of each Service, which describes the functions and features of the Service, can be found on the Website. The Supplier will provide the Service, essentially, in accordance with what has been described on the Website and agreed upon in the Contract.

3.2 The Services will be used, principally, through the Website, or, when agreed upon separately, through application interfaces provided by the Supplier. When an

application interface is used, the connection must be established by means of a standard application interface provided and supported by the Supplier. The Customer's or the third party's system and the related interface must meet the Supplier's valid requirements for the use of the Supplier's application interface.

- 3.3 The contents of an individual Service are not fixed, but can vary depending on the kind of subscription that the Customer has chosen from among the subscription options that are offered by the Supplier at any given time.
- 3.4 The Supplier reserves the right to make changes to the Service at any time, including changes to the application interfaces of the Service. If the change made by the Supplier has more than a minor adverse impact on the agreed upon contents of the Service or the service levels, the Supplier must inform the Customer of such a change no later than thirty (30) days before the said change takes effect. In such a case, the Customer has the right to terminate the Contract to end subject to a thirty (30) day notice period. The termination must be made in writing and must be submitted to the Supplier before the change takes effect.
- 3.5 The Supplier has the right to make, without a prior notice, such changes to the Service that (a) concern or are related to the production environment of the Service and do not have an adverse impact on the agreed upon content and service level of the Service, (b) are necessary in order to prevent an information security threat concerning the Service, or (c) are due to a law or an official regulation.
- 3.6 The Customer is responsible for paying its own expenses that are related to changes made to the Service or its application interfaces.

4. SERVICE LEVELS

- 4.1 The Supplier aims to ensure, by all commercially reasonable means, that the Services remain available 24/7, but does not guarantee that any individual Service is available at any specific point in time. The Customer accepts and understands that the Services will be provided "as they are".
- 4.2 The Supplier has the right to interrupt the provision of the Service for a reasonable period of time if this is necessary in order to perform an installation, modification, or maintenance measure that is required by the Service or if the interruption is due to the installation, modification, or maintenance work carried out on the general communication network. The Supplier will notify the Customers of such interruptions in the provision of the Service on the Website.

5. GENERAL OBLIGATIONS OF THE CUSTOMER

- 5.1 The Customer is responsible for ensuring that the Service is suited to the Customer's needs.
- 5.2 The Customer is solely responsible for the use of the Service by the Customer and the Users authorised by the Customer. The Customer must ensure that all of the Users it has authorised comply with the Contract at all times and only use the Service in accordance with the Contract. The Customer is responsible for all use of the Service that takes place by using the usernames that are being administered or have been authorised by the Customer.
- 5.3 The Customer is responsible for advising and instructing the Users that it has authorised on their own internal regulations and instructions that are linked to the

sharing and availability of the Customer's material in the Service. The Customer must also ensure that confidentiality obligations or restrictions of use do not restrict the sharing of such material to third parties through the Service.

- 5.4 The Customer must ensure, on its own initiative, that any data the Customer has entered into the Service is correct and that any erroneous, defective, obsolete or outdated data saved into the Service is either corrected or removed.
- 5.5 The Customer is responsible for making all payments in accordance with the invoices sent by the Supplier.
- 5.6 The Customer is responsible for its own equipment, information systems, applications, user interfaces, and software that is needed to use the Service, and for their information security.

6. ACCEPTABLE USE

- 6.1 The Customer shall use the Service and the content provided therein in accordance with the applicable laws and instructions on acceptable use provided in this Section and shall also ensure that the Users it has authorised to use the Service will do the same. The Customer shall ensure that the Service is not used:
 - 6.1.1 for activities that are against the law or violate someone's rights (e.g., immaterial rights) or for supporting or encouraging such activities;
 - 6.1.2 by using a false or falsified identity or by taking advantage of incorrect or misleading information concerning the Customer or a User authorised by the Customer (e.g., by using forged documents);
 - 6.1.3 by using someone else's username, password, or private key (regardless of whether such information was disclosed by accident or shared intentionally);
 - 6.1.4 for aggressive, insulting, harmful, disturbing, or misleading communications or communications that are against the accepted principles of morality, and which are targeted at a third party or at the Supplier or its staff;
 - 6.1.5 for distributing viruses, worms, Trojans, corrupted files, hoaxes, or similar harmful or misleading material;
 - 6.1.6 to violate the security or protection of any telecommunications network, network device, information system, application, computer, or other terminal device (violating means, e.g., unauthorised access, listening to data or telecommunications traffic, or forging the origin of data);
 - 6.1.7 in a manner that harms the use of the Service by others or harms the equipment used to produce the Service;
 - 6.1.8 in a manner that removes the functions of the Service from use or disrupts or bypasses them;
 - 6.1.9 to generate, distribute or publish any mass emails, promotions, advertising material, junk mail or other communications without the request or consent of the recipient, or to enable such communications, e.g., by changing or covering the title field of the message or by using a false or misleading sender identity;

- 6.1.10 so that it is used to use any other product or service of the Supplier or its subcontractor in a manner that breaches this Contract.
- 6.2 The Supplier and, to the applicable extent, the Supplier's subcontractor, receive the right to inspect the use of the Service by the Customer and by Users authorised by the Customer. The Supplier and, to the applicable extent, a Supplier's subcontractor can report any suspected illegal activities to a competent authority for inspection or to other related third parties, and to disclose to such parties any information concerning the Customer that is necessary for inspecting the suspected illegal activities.
- 6.3 If the Customer learns that their use of the Service violates the instructions on the acceptable use of the Service, as described in this section, the Customer will discontinue this kind of use immediately and will also ensure that the Users it has authorised to use the Service will do the same. The Customer will comply with all requirements of the Supplier that concern the discontinuance of use that is against the instructions on the acceptable use of the Service.
- 6.4 Regardless of any other judicial remedies that are available to the Supplier, the Supplier will always have the right to interrupt the provision of the Services and/or to prevent the access of the Customer and/or its User to the Service without the obligation to hear the Customer or the User in advance when the Service is affected by a security threat or when required by a law or an official regulation that is binding on the Supplier, or if the Supplier becomes aware of or the Supplier has good grounds to suspect that the activities of the Customer or a User it has authorised violate the terms and conditions of the Contract, including the regulations laid down in this section 6. The Customer and its Users undertake to contribute to the investigation of any misconduct.

7. PAYMENTS

- 7.1 The subscription types of the Services that are provided at any given time and the prices applied to the Services can be found on the Website. The fee charged for the Service can depend on the type of the subscribed Service and be based on the use of the Service.
- 7.2 The Supplier has the right to make changes to or to remove available subscription types by notifying the Customer of this no later than thirty (30) days in advance. The Customer has the right to terminate the Contract to end on the date on which the said change takes effect. If the Customer continues to use the Service after the date on which the said change took effect, the Customer is considered to have accepted the change. In this connection, the Supplier has the right to change the type of the Customer's subscription to a subscription type that best corresponds to the previous subscription type.
- 7.3 Unless otherwise is specifically stated on the Website or in the special terms and conditions of the Service, the subscription fees of the Service are invoiced annually in advance. All payments are final and are not subject to any refunds.
- 7.4 The term of payment is fourteen (14) days from the date of the invoice for all invoices.
- 7.5 The penalty interest for overdue payments is calculated based on the valid Interest Act (1982/633). The Supplier will charge a fee for any payment reminders in accordance with their service pricelist. The Supplier can also charge any reasonable collection expenses and transfer the receivables to a third party for collection.

- 7.6 The Supplier has the right to make changes to the Service prices by notifying the Customer of such changes no later than thirty (30) days before the said change takes effect. After such a notification, the Customer has the right to terminate the Contract to end on the date on which the said change takes effect. The termination must be made in writing and must be submitted to the Supplier before the change takes effect.
- 7.7 Unless otherwise has been specifically stated, all prices exclude value added tax and other applicable sales taxes, which will be added to the invoice in accordance with the valid laws and regulations.
- 7.8 The Supplier has the right to interrupt the provision of the Service and/or to prevent the access of the Customer and/or the User to the service, without hearing the Customer or the User, if the Customer fails to pay all overdue invoices to the Supplier within fourteen (14) days of receiving a written payment reminder. The Supplier has the right to charge a fee for reactivating the user rights of the Customer and/or the User in accordance with the Supplier's valid pricelist.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 All rights to the Service and any changes made to it, including all immaterial rights, belong solely to the Supplier and its licensors. Apart from the specific right given to the Customer and its Users in this Contract to use the Service, no rights or licences are given to the Customer and its Users to the Service or related immaterial rights.
- 8.2 All rights to Customer data saved in the Service, including immaterial rights, belong to the Customer. In each Service, Customer data only refers to the data that has specifically been defined as being Customer data in the special terms and conditions of the said Service ("**Customer data**"). All rights related to the data that is stored or has been entered into the Service, including all immaterial rights, belong solely to the Supplier and its licensors.
- 8.3 Unless otherwise has been agreed upon in the special terms and conditions of the Service, the Customer and the Users it has authorised have a restricted, non-exclusive, non-transferable, and non-sublicensable right to use the Service for the purposes specified in the Contract in the Customer's own internal business operations during the validity period of the Contract. If the user right has, in the service description and the pricelist found on the Website, been tied, e.g., to a certain number of users or a number of transactions, the Customer's user right has been restricted in accordance with such terms and conditions.
- 8.4 The Customer's user right is business ID specific, i.e., the user right cannot be shared between group companies unless the Customer has signed a separate group contract for the said Service.
- 8.5 The Customer has a restricted right to save the material that is available through the Service in the Customer's own information systems and to print out and make copies of such material only for purposes specified in the Contract and for the Customer's own internal use. The Customer has the right to show the information that it has acquired from the Service to the authorities in order to prove that the Customer's activities comply with the law.
- 8.6 The Customer does not have the right to use the Service to offer its contents or functions to third parties in any way. The Customer only has the right to convey the

material or information that is available through the Service to third parties for the purposes that have been specifically stated in the Contract.

8.7 The Supplier will always have the right to convey information saved in the Service without the consent of the Customer and without informing the Customer of this in advance in order to fulfil its statutory obligations and pursuant to a statutory request of an authority.

8.8 The Customer and its Users can provide feedback and make development proposals to the Supplier as they see fit. The Supplier has a global, non-exclusive, permanent, irreversible, free of charge, transferable, and sublicensable right to use such feedback and development proposals for the further development of the Service without restrictions or the obligation to pay compensation to other parties for this right of use.

9. LIABILITY FOR THE INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

9.1 The Supplier will defend the Customer, at its own expense, against any allegations and claims made by third parties when the third-party claims that the Service is in breach of third party rights that are valid in the European Economic Area, requiring that the Customer:

9.1.1 notifies the Supplier of the matter immediately after they have been informed of the claim;

9.1.2 provides to the Supplier, free of charge, all available information, the necessary authorisations, and assistance;

9.1.3 gives the Supplier an exclusive mandate to speak in the matter; and

9.1.4 does not accept a settlement or some other measure in the matter before a competent court or an arbitration court has announced its final decision without a prior express written consent of the Supplier.

9.2 If the Customer has acted in accordance with points 9.1.1 - 9.1.4, the Supplier will pay to the third party that made the claim the compensation that has been agreed upon or ruled by the court or the arbitration court in its final decision.

9.3 If the Supplier has good grounds to believe that the Service violates or may violate third party rights, the Supplier has the right to, at its own expense and subject to its discretion, (a) acquire the Customer the right to continue to use the Service, (b) replace the Service with another, or (c) modify the Service to the extent that is necessary in order to avoid the violation of third party rights; however, the replaced or modified Service must, in all essential parts, correspond to what has been agreed upon in this Contract.

9.4 If none of the options listed in section 9.3 is available for the Supplier at commercially reasonable terms and/or without a significant time commitment, the Supplier has the right to terminate this Contract, either in full or in part, to end when the notice period specified by the Supplier has expired. When the notice period ends, the Customer will discontinue the use of the Service and the Supplier will return to the Customer any service fees that the Customer has paid for the terminated Service, reduced by a sum that covers the time period that the Service was available to the Customer.

9.5 The liability for immaterial rights specified in this section 9 excludes and the Supplier cannot be held responsible for any claims that (a) are made by the Customer's group company; (b) are attributable to a change to the Service or affecting the Service that

was made by the Customer or a third party; (c) are attributable to complying with an order, requirement, or instructions of the Customer or a third party that is under the Customer's control; (d) are attributable to the use of the Service together with some other software, device, or product developed or provided by the Supplier; or (e) could have been avoided by using the latest Service version that the Supplier has made available to the Customer.

- 9.6 The Supplier's responsibility for the violations of immaterial rights is limited to what has been agreed upon in this section 9.
- 9.7 The Customer will defend the Supplier, at its own expense, against all allegations and claims made by third parties in relation to the information the Customer has entered into the Service (such as the claims that the information violates third party immaterial rights or is otherwise in breach of valid laws and/or regulations), and to compensate to the Supplier all expenses caused to the Supplier by such allegations and claims.

10. PERSONAL DATA AND DATA PROTECTION

- 10.1 Depending on the Service, the controller of the personal data contained in the Service is either the Supplier or the Customer. The personal data contained in the Service will be addressed in more detail in the Service-specific special terms and conditions.
- 10.2 When the Supplier acts as the Controller, the personal data processing by the Supplier has been described in the Supplier's privacy notice concerning the said Service, which can be found on the Website. The Customer must ensure that its Users have access to the Supplier's privacy notices.
- 10.3 The Supplier can collect anonymised statistics related to the use of the Services for the development and maintenance of the Services, and for the purpose of developing new Services.
- 10.4 When the Customer acts as the controller, the Supplier will process such personal data on behalf of and for the Customer in accordance with the special terms and conditions of personal data processing, which have been enclosed with these General Terms of Service, and in accordance with what has been agreed upon in the Service-specific special terms and conditions.
- 10.5 The Customer is responsible for ensuring that it has acquired all the permits, authorisations, and consents that are required for the Supplier to be able to process the personal data in a manner described in the Contract. The Customer is solely responsible for ensuring that it has the right to transfer personal data to the countries in which the servers of the Supplier and its hosting services are located.
- 10.6 The Customer is responsible for maintaining all information that the Customer has entered into the Service up to date and accurate.
- 10.7 If the Customer processes, stores or prints content or material available in the Service outside the Service, the Customer is obliged to ensure that the Customer complies with the obligations imposed by the Data Protection Legislation in force and to ensure that the content is protected by appropriate security measures.

11. INFORMATION SECURITY AND SAVING OF DATA

- 11.1 The Customer understands and accepts that no online environment or cloud service can provide completely flawless information security and complete protection against vulnerabilities.

- 11.2 The Supplier is responsible for ensuring that all appropriate technical and organisational protection measures have been taken in its business operations to protect personal data and the Customer's confidential information.
- 11.3 Reasonable security practices, whose security level is, at the minimum, the same as the security practices applied by the Supplier to the saving and processing of its own data of the same level of confidentiality, are followed in all production facilities that are used for the saving and processing of data that has been saved into the Service.
- 11.4 The Supplier will use service centres located within the European Economic Area for the processing of data saved in the Service. For the sake of clarity, this does not prevent the Supplier from processing the data that it manages as a controller outside the ETA area, if such is stated in the Supplier's privacy notice.
- 11.5 The Supplier is responsible for making backup copies of the Service and the data contained in it in accordance with normal practices. However, the Customer is solely responsible for making appropriate backup copies of their own data and for ensuring that the level of the Supplier's backup practices is appropriate for the Customer's needs.
- 11.6 Unless otherwise has been stated in the special terms and conditions of the Service, the Customer must save in its own systems all Customer data and materials that the Customer has the right to use based on section 8.5 before the Contract ends, regardless of the reason of the termination of the Contract. The Supplier will assist the Customer, upon request, for a fee specified in the pricelist, which can be found on the Website. The Customer understands that Customer data that due to its nature exists only in the Service (such as the created file structures and workflows) cannot necessarily be transferred back to the Customer. After the Contract has ended, the Supplier has the right to delete all Customer data and materials from the Service.
- 11.7 The Supplier reserves the right to store Customer data in the Service for as long as this is necessary for the provision of the Service to the Customer and third parties, and also reserves the right to use such Customer data for the provision of the Service.

12. CONFIDENTIALITY

- 12.1 Each Party will keep confidential all materials and information it has received from the other Party and which have been marked as being confidential or should be understood to be confidential ("**Confidential information**") and to only use such Confidential information for the purposes specified in this Contract.
- 12.2 This confidentiality obligation excludes materials and information (a) that is or will later become generally available or otherwise public; (b) that the receiving Party has received from a third party without a confidentiality obligation; (c) that was rightfully in the possession of the receiving Party without a confidentiality obligation before it received the same information from the disclosing Party; (d) that the Party has developed independently without utilising, in any way, Confidential information received from the other Party; or (e) that the Party must disclose based on binding legislation or a court order or a competent authority.
- 12.3 When the Contract ends or the Party no longer needs the said Confidential Material to fulfil its obligations and rights under this Contract, the Parties must, without undue delay, stop using the Confidential Material they have received from the other Party and, unless the Parties have separately agreed upon on the destruction of such

Confidential Material, return the Confidential Material (and any copies thereof) to the other Party. However, the Parties have the right to keep any copies that are required by law or official regulations.

- 12.4 Despite the confidentiality obligation specified in this section, the Parties have the right to use the general expertise and experience gained in connection to the implementation of the Contract.
- 12.5 The rights and liabilities related to Confidential Information will remain in force for three (3) years after the date on which the Contract ended, regardless of the reason of the termination.

13. LIMITATIONS OF LIABILITY

- 13.1 The maximum overall liability of a Party to the other Party under the Contract shall not exceed, during a calendar year, the sum that corresponds to the fees paid by the Customer to the Supplier for the Services (excluding value added tax) during the six (6) months preceding the incident that the claim concerns.
- 13.2 The Party is not liable for any loss of profit, turnover or business activities, damage caused by reduced turnover or production, or the loss, alteration, or destruction of data, damages resulting from the use of or decisions made on the basis of the content of the Service or any indirect damage.
- 13.3 All data contained in the Services have been provided "as is". Such data may have been provided or produced by third parties, and the Supplier does not have the means to verify or inspect such data separately. The Supplier or its licensors are not liable, in any respect, for the accuracy, correctness, quality, or comprehensiveness of the data that is contained in the Service or conveyed through it, or that such data is error free or up-to-date, and the Customer will use such information at their own risk.
- 13.4 The limitations of the Supplier's liability under the Contract shall be applicable to the benefit of the Supplier's group companies, subcontractors and licensors.
- 13.5 The limitations of liability agreed upon in this Section 13 shall not apply to damage that results from intentional acts or gross negligence, or liability that is based on Section 9 (Liability for the Infringements of Intellectual Property Rights) and 12 (Confidentiality).

14. MISCELLANEOUS

- 14.1 The Supplier has the right to use subcontractors to fulfil its obligations under this Contract. The Supplier will assume the same responsibility for the actions and neglects of its subcontractors than for its own.
- 14.2 The Supplier has the right to use the information of its customer relationship with the Customer in its sales and marketing activities.
- 14.3 Neither of the Parties will be responsible for delays or failures to perform their obligations or damage that are attributable to a force majeure situation that is beyond the reasonable control of the Party and that the Party could not have reasonably been expected to take into account when signing the Contract and whose consequences the Party could not have reasonably avoided or overcome. Disturbances in public communications networks or electricity distribution, for example, or hindrances caused by export or import restrictions or sanctions to the fulfilment of the Contract will be considered to be a force majeure situation. A strike, a lock-out, and other industrial actions are considered to be force majeure situations also when the Party itself is the

target of or an involved party in such measures. A force majeure situation faced by a subcontractor will also be considered to be a force majeure situation of the Party, if the subcontracted work cannot be purchased from elsewhere without unreasonable expenses or an essential delay. The Party must immediately report to the other Party in writing of a force majeure situation and when the force majeure situation ends.

- 14.4 The Customer must comply with the applicable sanction and export control legislation. The Customer must ensure that it will not give access to the Service or the technical data concerning the Service to end users whose access right would violate the applicable sanction and export control legislation. The Customer must provide, immediately upon request, to the Supplier information concerning the end user and use location of the Service in order for the Supplier and the competent authority to ensure compliance with the sanction and export control legislation.
- 14.5 All changes to the Contract must be made in writing.
- 14.6 Neither of the Parties has the right to transfer or assign their rights, interests or obligations under this Contract without a written prior consent of the other Party, which the other Party must not deny or postpone without good grounds. However, the Supplier has the right to transfer the Contract to its Group company or to a third party in connection to an asset deal or an asset transfer that covers all of its business operations or a significant part of them.
- 14.7 The Supplier has the right, subject to its own discretion, to make changes to these General Terms of Service and to other generally applied contract documents that have been annexed to it (i.e., contract documents whose contents have not been specifically negotiated with the Customer). The Supplier must notify the Customer of such changes at least thirty (30) days in advance. If the Customer does not accept the new terms, the Customer has the right to terminate the Contract to end on the date on which the said change takes effect by submitting a written notification to the supplier.
- 14.8 Contract terms that due to their nature or otherwise can be considered to be intended to remain in force also after the validity period of the Contract has ended will remain in force when the Contract ends.

15. VALIDITY AND ENDING

- 15.1 The Contract will remain in force until further notice, until it is terminated by either of the Parties by submitting a written notification of this to the other Party. Unless otherwise has been agreed upon in the Service-specific terms and conditions:
- 15.1.1 The Customer has the right to terminate the Service Contract at any time without a notice period; and
- 15.1.2 the Supplier has the right to terminate the Service Contract to end subject to a thirty (30) day notice period. The termination must be made in writing.
- 15.2 Either of the Parties can terminate the Contract with a written notification submitted to the other Party when the other Party:
- 15.2.1 becomes insolvent or applies for or is announced to be bankrupt, is subjected to liquidation or restructuring proceedings, or, otherwise, discontinues its operations; or
- 15.2.2 has essentially breached the terms and conditions of the Contract and has not corrected it (if the nature of the violation is such that the breach can be

corrected) within thirty (30) days of receiving a notification that specifies the breach and includes a threat of termination.

- 15.3 In addition, the Supplier can, subject to its discretion, cancel or terminate the Contract, with immediate effect, by sending the Customer a written notification (if such a notification can also be sent via the Service), if the Customer or a User authorised by the Customer:
- 15.3.1 repeatedly neglects their duty to ensure that the data administered by the Customer as the controller is up to date and to update the said information, and fails to correct its neglect within thirty (30) days of receiving a written notification of the matter from the Supplier;
 - 15.3.2 uses the Service in a manner that is against the law;
 - 15.3.3 enters incorrect data into the Service on purpose; or
 - 15.3.4 forges the data or reports acquired from the Service.
- 15.4 If the Supplier has the right to terminate any of the Contracts concerning the Service in accordance with section 15.2, the Supplier will also have the right to, subject to its own discretion, terminate or cancel, with immediate effect, all other valid Contracts with the Customer.
- 15.5 When the Contract ends, all unpaid invoices of the Customer will fall due. The Customer's right to receive a refund of any service fees paid in advance is determined based on the Supplier's valid refund policy that can be found on the Website of the Service.

16. APPLICABLE LAW AND DISPUTE RESOLUTION

- 16.1 This Contract is covered by Finnish law, except for the rule of conflict of laws.
- 16.2 Any disputes arising from the contents of or in connection to this Contract will be settled in an arbitration process in accordance with the regulations of the Finnish Central Chamber of Commerce. The arbitration tribunal will have one member. The arbitration process will be conducted in Helsinki in Finland.
- 16.3 Regardless of section 16.2, the Supplier has the right to take a claim concerning any unpaid fees to a general court.

**SPECIAL TERMS AND CONDITIONS CONCERNING PROCESSING OF PERSONAL DATA
(19 FEBRUARY 2022)****1. SCOPE**

- 1.1 These special terms and conditions concerning the processing of personal data will be applied when Vastuu Group Ltd (the “Supplier”) processes Personal Data on behalf of the Customer (who is the Controller) in the following services provided by the Supplier:
- 1.1.1 Employee Management service (employee register)
 - 1.1.2 Building Site Register service (a building site specific register that is used for to the Finnish regulatory reporting within the construction sector)
 - 1.1.3 Valvoja service (monitoring the Reliable Partner reports of the contract parties added to the monitoring list by the Customer and the related data file)
 - 1.1.4 Report Pro (a register of Reliable Partner reports collected by the Customer)
 - 1.1.5 other separately agreed upon services where a personal data file is generated for the Customer
- 1.2 The Customer will be the Controller of the personal data files that are generated in connection to these Services and the Supplier will process the Personal Data on behalf of the Controller.
- 1.3 In addition to these special terms and conditions on the processing of personal data, the General Terms of Service together with the special terms and condition of each Service will be applied to the Service. If there is discrepancy between these special terms and conditions on the processing of personal data and the other terms and conditions applied to the Service, these special terms and conditions on the processing of personal data will, principally, take precedence.

2. DEFINITIONS

- 2.1 “**Personal Data**” means any information relating to an identified or identifiable living natural person.
- 2.2 “**Processing**” means any action or actions that are performed on Personal Data or on sets of Personal Data, either through automated data processing or manually, such as collection, recording, organisation, structuring, storing, editing or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, deletion or destruction.
- 2.3 “**Controller**” means the party that alone or together with others determines the purposes and means of personal data processing.
- 2.4 “**Processor**” means a natural or legal person, public authority, agency or other body that processes Personal Data on behalf of the Controller.
- 2.5 “**Contract terms**” means the Contract signed between the Customer and the Supplier on the provision of the Services including the Supplier’s General Terms of Service and the Service-specific terms and conditions applied to the Service in question.

- 2.6 “Data protection legislation” means the General Data Protection Regulation (679/2016) of the European Union, any other applicable national data protection regulations, and any regulations and instructions of the data protection authorities.

3. NATURE AND PURPOSE OF THE PERSONAL DATA PROCESSING

- 3.1 The Supplier will process the Controller’s Personal Data in accordance with this section.

Scope and duration of processing

- 3.2 As the Processor of Personal Data, the Supplier will process the Controller’s Personal Data that has been stored in the Services provided by the Supplier, which have been specified in section 1. The Supplier will continue to process the Personal Data for as long as the Controller will use the Service. When the Contract signed between the Controller and the Supplier on the use of the Service ends, the Supplier will stop the processing of the Personal Data and delete or return the Personal Data to the Controller in the manner described in the special terms and conditions of each Service.

Nature and purpose of the processing

- 3.3 The Supplier will process the Controller’s Personal Data in accordance with the terms and conditions of the contract in order to provide the Service to the Customer. In connection to the provision of the Service, the Supplier will process the Personal Data for the purposes of providing the Service, invoicing, providing customer support, preventing and investigating errors and misuse, measuring the quality and performance of the Service, and developing the Service.
- 3.4 In connection to the provision of the Service, the Supplier will collect log files on the use of the Services and will process the said log files for the above specified purposes. The Supplier is the Controller of the personal data file that is formed by the log files.

Types of personal data and categories of data subjects

- 3.5 The types of personal data and the categories of data subjects have been described in the special terms and conditions of each Service.

4. THE CONTROLLER’S OBLIGATIONS AND RIGHTS

- 4.1 The Controller must take all necessary measures to ensure that the processing of the Personal Data that has been transferred to the Supplier’s Services is in full compliance with data protection legislation as regards the Controller. The Controller must, in particular, ensure that it will only add into its employee register persons who have a valid employment, supervisor or trainee relationship with the Controller and that the Controller deletes from its own employee register, without undue delay, persons whose employment, supervisor or trainee relationship has ended.
- 4.2 The Controller has the right to provide binding written instructions to the Supplier on the processing of Personal Data. Unless otherwise has been agreed upon, the Controller’s binding written instructions are that the Service is provided in accordance with its valid contract terms and service descriptions. The Supplier has the right to terminate the Service Contract if the Controller requires, in its binding written instructions, measures that are not technically feasible or if the Controller refuses to compensate for the expenses related to such measures.

5. THE PROCESSOR'S OBLIGATIONS

- 5.1 The Supplier must process Personal Data in compliance with the applicable data protection legislation and in accordance with the contract terms of the Service and the written instructions that the Controller has submitted to the Supplier. The Supplier will notify the Controller, without undue delay, if the Supplier considers the Controller's instructions to be in breach of the data protection legislation.
- 5.2 The Supplier must ensure that the Controller's Personal Data is kept confidential, is not disclosed to third parties, and is only used in a manner described in the contract terms and conditions. The Supplier must also ensure that the Personal Data is only processed by persons authorised to do so and who have committed to confidentiality or are under a statutory obligation to confidentiality.
- 5.3 The Supplier must implement all appropriate technical and organisational measures needed to prevent the unauthorised or unlawful processing of Personal Data and to prevent its unintentional loss, alteration, destruction or damaging.
- 5.4 The Supplier must assist the Controller (taking account of the nature of the Service), by taking the appropriate technical and organisational measures and to the best of its ability, to fulfil the Controller's obligation to respond to the requests of data subjects to exercise their rights (Chapter III of the general data protection regulation). If the Supplier has implemented an online service for the data subjects to review their personal data, the Controller authorises the Supplier to respond, on their behalf, to the request of data subjects to review their personal data.
- 5.5 The Supplier must assist the Controller in ensuring compliance with the obligations laid down in Articles 32–36 of the GDPR (implementing security measures, managing personal data breaches, conducting data privacy impact assessments, and participating in prior consultations with the supervisory authority), taking account of the nature of the processing and the information available to the Supplier.
- 5.6 The Supplier must provide to the Controller all information that is necessary to demonstrate compliance with the obligations of a controller.
- 5.7 The Supplier must inform the Controller, without undue delay, of all requirements and inquiries made by the data subjects and data protection authorities concerning the processing of personal data by the Controller.
- 5.8 The Supplier will inform, without undue delay, the contact person specified by the Controller by email of all information security breaches that affect the Controller's personal data. The notification must include a description of the nature of the data breach, the categories of data subjects that the breach was targeted at, the estimated number of data subjects and the Types of Personal Data affected, a description of the likely consequences of the Personal Data breach, and a description of the corrective measures performed by and proposed by the Supplier in order to mitigate the negative impacts. The Supplier's must document all observed information security breaches, their impacts, and implemented corrective measures.

6. AUDIT

- 6.1 The Controller has the right, at its own expense, to audit the Supplier's and its sub-processor's compliance with these special terms and conditions concerning the processing of personal data. Unless otherwise has been agreed upon, the audit will be

carried out by an independent expert appointed by the Controller. The auditor cannot be a competitor of the Supplier. The Supplier has the right to reject the auditor if these criteria are not met.

6.2 The Controller must notify the Supplier of the audit in writing no less than two weeks in advance. The auditor must sign a written commitment to confidentiality prior to the audit, based on which the auditor is bound by the same level of confidentiality as what has been agreed upon in the Contract signed between the Customer and the Supplier.

6.3 The Supplier must participate in the implementation of the audit at its own expense.

7. LOCATION OF PERSONAL DATA

7.1 The Supplier has the right to transfer personal data freely within the European Economic Area in order to provide the Service. The Controller has the right to receive, at any time, information on the location of the service centres where Personal Data is being processed.

7.2 The Supplier will only transfer the Controller's Personal Data outside the European Economic Area in situations described in the terms and conditions of the Contract without the Controller's prior written consent.

8. SUB-PROCESSORS

8.1 The Controller grants the Supplier a general prior authorisation to use sub-processors located within the European Economic Area in the provision of the Services and in the Personal Data processing. The Supplier will sign a written contract with each sub-processor on the processing of Personal data, based on which the sub-processor will have at least the same obligations as those set out in this Annex.

8.2 The Controller has the right to receive information of the sub-processors that are being used by the Supplier at any given time and of any changes to the use of sub-processors. If the Controller does not accept a change in the use of sub-processors, the Controller has the right to terminate the Service Contract to end immediately without a notice period.

9. MAINTENANCE, DELETION AND RETURN OF PERSONAL DATA

9.1 During the validity period of the Service Contract, the Controller will be responsible for maintaining its own Personal Data and for deleting any obsolete Personal Data. During the validity period of the Service Contract, the Supplier must only delete Controller's Personal Data as described in the special terms and conditions of the Service, unless they have the Controller's explicit request to do so. However, the Supplier may, in connection to its normal technical maintenance activities and on its own initiative, correct any clear errors observed in the data entered by the Controller, such as erroneous country codes of telephone numbers. The Supplier must notify the Controller in writing of any corrections.

9.2 When the Service Contract ends, the Supplier must either return to the Controller or delete the Controller's Personal Data in the manner specified in the General Terms of Service and in the special terms and conditions of the Service.

10. RECORDS OF PROCESSING ACTIVITIES

10.1 The Supplier will keep records of processing activities available to the Controller.

11. FEES CHARGED FOR THE SERVICES

- 11.1 The Supplier has the right to charge a fee for any tasks that are performed at the Controller's request under this annex to the Contract in accordance with the Supplier's valid pricelist when the said task is not included in the standard service fee charged for the Service.

12. DAMAGE RESULTING FROM PERSONAL DATA PROCESSING

- 12.1 The restriction on liability agreed upon in the General Terms of Service will be applied to these special terms and conditions of personal data processing. The liability of the Parties for a compensation to be paid to data subjects based on Article 82 of the Data Protection Regulation is, however, determined in accordance with the said article.

13. CONTACT PERSONS IN MATTERS RELATED TO PERSONAL DATA PROCESSING

- 13.1 The Controller must provide to the Supplier the name and contact details of the person within the Controller's organisation who is responsible for the processing of Personal Data and for data protection.

- 13.2 The contact details of the Supplier's Data Protection Officer:

Email tietosuoja@vastuugroup.fi
Postal address Data Protection Officer
 Vastuu Group Ltd
 Tarvonsalmenkatu 17 B
 FI-02600 Espoo

SPECIAL TERMS AND CONDITIONS OF THE COMPANY ACCOUNT SERVICE (19 SEPTEMBER 2022)**1. SCOPE**

- 1.1 These special terms and conditions of the Company Account service will be applied to the provision of the Supplier's Company Account service and to the use of the contents that are provided through it.
- 1.2 In addition to these special terms and conditions, the Supplier's General Terms of Service will be applied to the use of the Service. If there is discrepancy between these special terms and conditions and the Supplier's General Terms of Service or some other terms and conditions, these special terms and conditions will take precedence.

2. CONTENTS OF THE SERVICE

- 2.1 The up-to-date contents, service descriptions, available service types, and prices have been described on the Website.
- 2.2 Through the Company Account service, the Customer can use and manage the other Services provided by the Supplier. In addition, the Company Account service is used to manage the customer relationship between the Supplier and the Customer.
- 2.3 In the Service, the Customer opens an account (an "**Account**") through the Supplier's Website. This Account is used by users who have been authorised by the Customer (each of them separately a "**User**").
- 2.4 To open an Account, to register as a User, and to use the Service:
 - 2.4.1 the natural person must be at least sixteen (16) years of age;
 - 2.4.2 The person registering the account must have the sufficient right to represent the Customer in opening the account in the Service on the Customer's behalf; and
 - 2.4.3 the person must provide sufficient, accurate, and correct contact details and other information required for the Service.
- 2.5 Subscribing to some of the Supplier's Services requires that the Company Account has been verified by using a strong electronic authentication method or some other method accepted by the Supplier. Correspondingly, the use of some of the Supplier's Services requires that the identity of the User has been verified by using a strong electronic authentication method or some other method accepted by the Supplier.
- 2.6 The provision of false or misleading information in connection to the Account or User registration is strictly prohibited. It may be required that the strong electronic authentication of a person be repeated at a certain interval.
- 2.7 Each Account must always have at least one (1) main user, who manages the Account of behalf of the Customer. The main user can issue other Users the right to use the Account and can also issue main user rights to such Users.
- 2.8 Each User can only use the Service with their personal credentials. The User must protect their username, password, private keys, and other credentials so that they are not disclosed to third parties. The Customer and the User authorised by the Customer must immediately notify the Supplier of a loss, disclosure, or misuse of credentials.

- 2.9 The Customer must change (and ensure that also the Users they have authorised change) the passwords and other credentials that are needed to use the Service on the request of the Supplier, if this is necessary because of an information security risk affecting the Service. The Supplier has the right to make changes to any credentials if this is necessary for technical, information security -related, or some other similar reason. The Customer is responsible for paying any expenses caused to them by such changes.
- 2.10 The User must notify the Supplier of any loss of their own username or password or the username or password of a User they have authorised, and of their disclosure to third parties. The said notification must be made by email to asiakaspalvelu@vastuugroup.fi.

3. PERSONAL DATA AND DATA PROTECTION

- 3.1 The Supplier acts as the Controller of personal data collected through the Company Account service. The Processing of data collected through the Company Account service has been described in the privacy notice of the Supplier's customer and marketing communications register, which can be found on the Website.

SPECIAL TERMS AND CONDITIONS OF THE EMPLOYEE MANAGEMENT SERVICE (19 SEPTEMBER 2022)**1. SCOPE**

- 1.1 These special terms and conditions of the employee management service will be applied to the provision of the Supplier's employee management service and to the use of the contents that are provided through it.
- 1.2 In addition to these special terms and conditions, the Supplier's General Terms of Service will be applied to the use of the Service. If there is discrepancy between these special terms and conditions and the Supplier's General Terms of Service or some other terms and conditions, these special terms and conditions will take precedence.

2. CONTENTS OF THE SERVICE

- 2.1 The up-to-date contents, service descriptions, available service types, and prices have been described on the Website.
- 2.2 Employee management is a free service for employer companies in the construction and shipbuilding sector to convey employer and employee data in an electronic format to the personal data files of the purchaser of the work, the main contractor of the building site, the employer who has the primary decision-making power in the shipyard area, or some other administrator of the work site. In the construction sector, the Employee management service can be used to collect and convey personal data to main contractors that use the Supplier's Building Site Register or a similar third-party information system to submit to the Finnish Tax Administration the employee reports required by the Tax Assessment Procedure Act on persons working at the work site and to compile the lists of persons working at the building site that are required by the Occupational Safety and Health Act. In the shipbuilding sector, the Employee Management service is used for collecting and transferring data to the employer that uses the primary decision-making power at the shipyard so that they can prepare lists of persons working in the shipyard that are required by the Occupational Safety and Health Act.
- 2.3 The Customer can use the Employee Management service to order additional free and payable services that are being provided by the Supplier at any given time. Such additional services are described on the Supplier's website.
- 2.4 In the Employee management service, Customer data includes:
 - The employee and employment information entered into the Service by the Customer.

3. PERSONAL DATA AND DATA PROTECTION

- 3.1 In connection to the Employee management service, a personal data file is created into the Service. The Customer will be the Controller of this personal data file. The Supplier will process the personal data saved in the Service in accordance with these special terms and conditions and the special terms and conditions of personal data processing.
- 3.2 The Customer will collect and process the personal and employment data of their own employees in the Employee management service to be able to convey this personal data through the Services to third parties in order to fulfil its statutory and contractual

notification liabilities as a Controller in the manner described in the terms and conditions of the Services. The Customer will also process the personal data in order to subscribe to the Supplier's other Services, such as Valtti cards.

- 3.3 Data subjects included in the employee register are the employees, managers, unpaid voluntary workers, independent workers, and trainees working for the Customer. The Customer must not report as their own employees persons who are employed by a Customer's subcontractor, partner, or a third party.
- 3.4 The personal data processed in the Service include, e.g., the following types of personal data, depending on the service components selected by the Customer:
 - 3.4.1 the name of the person
 - 3.4.2 the Finnish personal identity code or a similar foreign personal identity code, a tax number, and date of birth
 - 3.4.3 registration status in the tax number register of the Finnish Tax Administration (construction sector, shipbuilding, sector, or both)
 - 3.4.4 photograph
 - 3.4.5 nature of employment
 - 3.4.6 the employee's sectors of work (construction, shipbuilding, or both)
 - 3.4.7 the employer's name, business ID, contact details, and the name and contact details of the company's representative
 - 3.4.8 country of residence
 - 3.4.9 nationality
 - 3.4.10 telephone number
 - 3.4.11 email address
 - 3.4.12 address in the country of residence
 - 3.4.13 valid Valtti card details
 - 3.4.14 the last verification date of personal data
- 3.5 In addition, card data contained in the Supplier's Valtti card register and competence data contained in the Taito Competence Register can be linked with employee data.
- 3.6 The Customer authorises the Supplier to respond to requests received from data subjects to inspect their personal data that is being processed in the Employee management service.

4. DISCLOSURE OF EMPLOYEE DATA

- 4.1 The Customer can convey the personal data of their own employees through the Employee management service to business partners for the following purposes:
 - 4.1.1 preparation of a list of persons working at a shared construction site or a shipyard area pursuant to section 52b of the Occupational Safety and Health Act

- 4.1.2 verification of the validity of the photographic ID required by section 52a of the Occupational Safety and Health Act and verification of the registration of the employee in the tax number register
 - 4.1.3 implementation of work site orientation and other measures required in the Occupational Safety and Health Act from the main contractor or the main implementer of the building site or from the party using the primary decision-making power at the shipyard area in order to ensure and promote safety at work
 - 4.1.4 Preparation of monthly employee reports to the Finnish Tax Administration as required in the construction sector by section 15b of the Tax Assessment Procedure Act
 - 4.1.5 fulfilment of other statutory and contractual obligations of the party
 - 4.1.6 implementation of access control at a construction site, a shipyard, or other work site
 - 4.1.7 verification of professional competencies of a person participating in worksite orientation at a construction site, a shipyard, or other work site
 - 4.1.8 verification of the validity of professional competencies required for a work task
 - 4.1.9 ensuring compliance of the activities with occupational safety regulations
 - 4.1.10 supervision at a construction site, a shipyard, or other work site
 - 4.1.11 ensuring compliance with the Party's own quality, operating, or similar systems
 - 4.1.12 ensuring that the activities of contractors and independent workers operating at the Party's building site or other work site comply with the contracts
 - 4.1.13 other purposes subject to the data subject's explicit consent.
- 4.2 The disclosure of personal data to another Controller will be implemented by using the interfaces provided by the Supplier so that the transfer of employee data requires that Valti card IDs be read or the contractual relationship between the Customer and the other Controller and the purpose for which the data will be used can be verified.
- 4.3 The Customer is responsible for ensuring that they have the rights to save the personal data of their employees into the Service and to transfer such data to business partners as set out in this document and the privacy notice of the Service.
- 4.4 The Customer must ensure that all data they have entered into the Employee management service, particularly the data concerning the employee's employment, is correct and up-to-date. The Customer must not report as their own employees persons who are employed by a Customer's subcontractor, partner, or a third party.
- 5. MAINTAINING AND DELETING PERSONAL DATA**
- 5.1 The Customer shall keep the data contained in their employee register, included in the Employee management service, up to date. The Customer will, at the Supplier's request and at least once in every twelve (12) months, verify in the Service that the employment of each employee included in the employee register is still valid and that

their Personal Data is correct. The Customer is also responsible for marking the employment of the employee as ended in the Service when their employment has ended. If the Customer discontinues its operations without marking the employments as having ended, the Supplier can do this on its own initiative.

- 5.2 The Customer authorises and instructs the Supplier to verify, at a regular interval, that each employee is included in the tax number register and to automatically re-enter them into the tax number register if the Customer has, within the past 24 months, verified in the Service that the employment and personal data of the employee are up to date. A requirement for this re-registration of an employee in the tax number register is that the Finnish Tax Administration provides a ready interface or other method that is accepted by the Supplier for doing this.
- 5.3 The Customer will authorise and instruct the Supplier to automatically delete employees from the employee register and to deactivate their Valtti cards if the Customer has not within the past twenty-four (24) months verified the validity of the employee's employment and the correctness of their Personal Data contained in the employee register. The Supplier will remind the Customer in good time beforehand of the need to verify the employee data contained in the employer register through the user interface of the Service. The Supplier will also send a verification request to the email address of the contact person provided by the Customer in the Service or, when no contact person has been specified, to the email address of any other named User. The Supplier will send a verification request by email no later than thirty (30) days before the automatic deletion of employee data and the deactivation of the Valtti card. The request must state that unless the Customer verifies the data by the time limit specified in the request, employee data will be deleted and the Valtti card will be closed automatically.
- 5.4 If the Customer repeatedly neglects their duty to maintain the data contained in their employee register and to ensure that the said data is up to date and fails to correct its neglect within thirty (30) days of receiving a written notification to do so from the Supplier, the Supplier has the right to terminate the Customer's right to use the Employee Management service, delete the employee data saved in the Employee Management service, and close all valid Valtti cards ordered by the Customer. The request will be sent to the email address of the contact person provided by the Customer in the Service for the Employee Management service, or, if no contact person has been specified, to the email address of any named user.
- 5.5 Employment and personal data of each former employee will be stored in the Service for the minimum of eighteen (18) months, which is the time during which the other users of the Service that act as the main implementers can make correction notifications regarding the employee reports they have submitted to the Finnish Tax Administration.
- 5.6 Once the employment relationship has ended, the employment and personal data of the employee can be stored in the building site register of the main implementer or the party that uses the primary decision-making power at the shipyard if they use the Supplier's Building Site Register service, for as long as the said information is needed for the above purposes by other users. The minimum data storage period in accordance with the Taxation Assessment Procedure Act is six (6) years from the end of the year when the building site was completed. The minimum storage period of personnel lists (in accordance with the Occupational Safety and Health Act, section 52 b) is six (6) years from the end of the year when the work site was completed.

SPECIAL TERMS AND CONDITIONS OF THE VALTTI+ SERVICE (5 FEBRUARY 2024)**1. SCOPE**

- 1.1 These special terms and conditions of the Valtti+ service will be applied to the provision of the Supplier's Valtti+ service and to the use of the contents that are provided through it. The Valtti+ service is an ancillary Service to the Employee Management Service and its use requires the use of the Supplier's Employee Management Service. These special terms and conditions of the employee management service will be applied to the provision of the Supplier's employee management service and to the use of the contents that are provided through it.
- 1.2 In addition to these special terms and conditions, the Supplier's General Terms of Service will be applied to the use of the Service. If there is discrepancy between these special terms and conditions and the Supplier's General Terms of Service or some other terms and conditions, these special terms and conditions will take precedence.

2. CONTENTS OF THE SERVICE

- 2.1 The up-to-date contents, service descriptions, available service types, and prices have been described on the Website.
- 2.2 The Valtti+ service is a service for employer companies in the construction and shipbuilding sectors to collect, manage, store and transmit data in electronic form on the right to work of foreign workers entered to the Employee Management Service as well as data required by the Act on Posting Workers (447/2016) to the main contractor, the project supervisor of the construction site or the employer with primary control of the shipyard site.
- 2.3 In addition, by using the Valtti+ service, the Customer can collect, manage and transmit the qualifications and the related validity data of its employees registered in the Employee Management Service in electronic form to the contracting company, the main contractor, the project supervisor of the construction site or the employer with primary control over the shipyard site. During the transition period described in Section 6.1, basic data on qualifications added to the Valtti+ service will also be available through the Supplier's Taito Competence Register.
- 2.4 In the Valtti+ Service, the Customer data is the data entered by the Customer into the Service:
- data on the right to work
 - data relating to posted workers
 - data on qualifications
- 2.1 The Customer authorises the Supplier to retrieve the Customer's data processed in the Service from third parties, provided that the data is available from such third-party registers via interfaces and that the Supplier has a technical solution that allows the data to be retrieved in a secure manner. The Customer is responsible for obtaining the consent of its employees to the extent required by applicable law.

3. PERSONAL DATA AND DATA PROTECTION

- 3.1 In connection to the Valtti+ service, a personal data file is created into the Service. The Customer will be the Controller of this personal data file. The Supplier will process the

personal data saved in the Service in accordance with these special terms and conditions and the special terms and conditions of personal data processing.

- 3.2 The Customer will collect and process the personal data of their own employees in the Valtti+ service to be able to convey this personal data through the Services to third parties in order to fulfil its statutory and contractual notification liabilities as a Controller in the manner described in the terms and conditions of the Services.
- 3.3 The personal data processed in the Service include, e.g., the following types of personal data, depending on the service components selected by the Customer:
- data on the travel document, certificate of a pending application for a residence permit, residence permit
 - Posted worker's A1 or A2 certificate
 - Qualifications, such as the occupational safety card or the hot work permit
- 3.4 In addition, card data contained in the Supplier's Taito Competence Register can be linked with employee data.
- 3.5 The Customer authorises the Supplier to respond to requests received from data subjects to inspect their personal data that is being processed in the Valtti+ service.

4. DISCLOSURE OF EMPLOYEE DATA

- 4.1 In the Service, the Customer manages the disclosure to other controllers of its employees' right to work, posted workers and qualifications data. This data may only be disclosed to controllers to whom the Customer has authorised its disclosure in the Service. However, during the transition period described in Section 6.1, basic data on qualifications added to the Valtti+ service will also be available through the Supplier's Taito Competence Register.
- 4.2 The receiving controller reads the data through the Supplier's Valtti+ Tarkastaja Service. The customer shall ensure that the recipient of the data has the Valtti+ Tarkastaja Service in use. The data contained in the Valtti+ Service may also be viewed by third-party applications provided by the Supplier's partner programme, which retrieve the employee's data from the Valtti+ Service via an interface provided by the Supplier.
- 4.3 The Valtti+ service allows the Customer to disclose to their contractors
- 4.3.1 information concerning the right to work of their foreign workers and information relating to their posted workers subject to the statutory notification obligation, in order to prove the foreign worker's right to work and to fulfil the notification obligation.
- 4.3.2 the qualifications of its employees for the following purposes:
- verification of professional competencies of a person participating in worksite orientation at a construction site, a shipyard, or other work site
 - verification of the validity of professional competencies required for a work task

- ensuring compliance of the activities with occupational safety regulations
 - supervision at a construction site, a shipyard, or other work site
 - ensuring compliance with the Party's own quality, operating, or similar systems
 - ensuring that the activities of contractors and independent workers operating at the Party's building site or other work site comply with the contracts
 - other purposes subject to the data subject's express consent.
- 4.4 The Customer is responsible for ensuring that they have the rights to save the personal data of their employees into the Service and to transfer such data to business partners as set out in this document.
- 4.5 The Customer shall ensure that all the information they enter into the Valtti+ service is accurate and up-to-date.

5. MAINTAINING AND DELETING PERSONAL DATA

- 5.1 Before the contract is terminated and ends, the Customer must save all Customer data that it needs from the Service in their own systems. In particular, the Customer must ensure that the Customer has stored any data subject to any legal storage obligation from the Service to another location. The Supplier will assist the Customer, upon request, for a fee specified in the pricelist, which can be found on the Website. After the Contract has ended, the Supplier has the right to delete all Customer data and materials from the Service. The Customer's data will be deleted within thirty (30) days after the termination of the right to use the Service.

6. TRANSITION TERMS AND CONDITIONS

- 6.1 The Valtti+ service will replace the Supplier's Taito Competence Register service after the transition period. During the transition period, basic data on qualifications added to the Valtti+ service will also be available through the Supplier's Taito Competence Register. In this case, the special terms and conditions of the Taito Competence Register service apply as applicable. The Supplier shall notify the Customer in the Service of the end of the transition period, after which the employee qualification data added by the Customer will only be available to the Customer's authorised controllers via the Valtti+ Tarkastaja Service.

SPECIAL TERMS AND CONDITIONS OF THE VALTTI+ TARKASTAJA SERVICE (5 FEBRUARY 2024)**1. SCOPE**

- 1.1 These special terms and conditions of the Valtti+ Tarkastaja service will be applied to the provision of the Supplier's Valtti+ Tarkastaja service and to the use of the contents that are provided through it.
- 1.2 In addition to these special terms and conditions, the Supplier's General Terms of Service will be applied to the use of the Service. If there is discrepancy between these special terms and conditions and the Supplier's General Terms of Service or some other terms and conditions, these special terms and conditions will take precedence.

2. CONTENTS OF THE SERVICE

- 2.1 The up-to-date contents, service descriptions, available service types, and prices have been described on the Website.
- 2.2 The Valtti+ Tarkastaja service is a service for main contractors, other project supervisors and employers with primary control in the construction and shipbuilding sectors to check and receive information in electronic form on the right to work of a worker working on a construction site, other work site or shipyard and the right of the posted worker to work, as required by the Aliens Act (301/2004) and the Act on Posting Workers (447/2016). It also allows the Customer to check the competence of a worker working at the site.
- 2.3 In the Valtti+ Tarkastaja Service, Customer data includes data received by the Customer via the Service about the right to work, posted employees, qualifications of employees working at the work site, and information and reports created in the Service.
- 2.4 The Customer may use the Valtti+ Tarkastaja service not only via the Website but also, if separately agreed on, via the Valtti+ Tarkastaja application interface provided by the Supplier. When an application interface is used, the connection must be established by means of a standard application interface provided and supported by the Supplier. The Customer's or the third party's system and the related interface must meet the Supplier's valid requirements for the use of the Supplier's application interface.

3. PERSONAL DATA COLLECTED AND PROCESSED IN THE VALTTI+ TARKASTAJA SERVICE

- 3.1 In connection with the use of the Valtti+ Tarkastaja Service, a personal data file is created in the Service and/or in the Customer's system, in which the Customer stores the data provided to the Customer through the Service, the controller of which is the Customer. The Supplier will process the personal provided to the Customer in accordance with these special terms and conditions and the special terms and conditions of personal data processing.
- 3.2 The data subjects are persons working at the Customer's site, worksite or shipyard as the main contractor, project supervisor or main controlling employer.
- 3.3 The personal data that will be processed in the service include the following types of personal data, depending on the service components selected by the controller:
 - the name of the person

- tax number and date of birth
- registration status in the tax number register of the Finnish Tax Administration (construction sector, shipbuilding, sector, or both)
- name and business ID of the employer
- nationality
- valid Valtti card details
- data on the travel document, certificate of a pending application for a residence permit, residence permit
- posted worker's A1 or A2 certificate
- qualifications, such as the occupational safety card or the hot work permit

4. THE CUSTOMER'S RIGHT TO USE THE SERVICE AND THE MATERIALS CONTAINED IN IT

4.1 The user right agreed upon in the General Terms of Service is restricted for the Valtti+ Tarkastaja service as specified in this section.

4.2 The Customer is given the right to use the Service and to process company and personal data transmitted through the Service for the following purposes:

4.2.1 checking information on the right to work of foreign workers and on posted workers subject to statutory notification obligations.

4.2.2 the qualifications of employees for the following purposes:

- verification of professional competencies of a person participating in worksite orientation at a construction site, a shipyard, or other work site
- verification of the validity of professional competencies required for a work task
- ensuring compliance of the activities with occupational safety regulations
- supervision at a construction site, a shipyard, or other work site
- ensuring compliance with the Party's own quality, operating, or similar systems
- ensuring that the activities of contractors and independent workers operating at the Party's building site or other work site comply with the contracts
- other purposes subject to the data subject's express consent.

4.3 The customer may only request employee information from the Valtti+ Tarkastaja service for which it has a purpose as referred to in Section 4.2.

4.4 The Customer may disclose information to the Customer's group companies if this is necessary for the purposes described in Section 4.2 and to public authorities in order

to fulfil their legal obligations. In other respects, the Customer is not entitled to disclose information to third parties.

- 4.5 The Supplier may display information about the time of each request made in Valtti+ Tarkastaja and about the customer who made the request to the Valtti+ Service customer whose employee's information was requested by the Customer.

5. MAINTAINING AND DELETING PERSONAL DATA

- 5.1 The Customer shall store the Customer data requested from the Service on each occasion as the Service is not designed to store or archive Customer data. In particular, the Customer shall ensure that all data subject to a legal obligation to store is stored in a location chosen by the Customer and that the Customer's data is processed in accordance with data protection legislation and in compliance with data security requirements.

SPECIAL TERMS AND CONDITIONS OF THE VALTTI CARD SERVICE (14 SEPTEMBER 2023)**1. SCOPE**

- 1.1 These special terms and conditions of the Valtti card service will be applied to the provision of the Supplier's Valtti card service and to the use of the contents that are provided through it.
- 1.2 In addition to these special terms and conditions, the Supplier's General Terms of Service will be applied to the use of the Service. If there is discrepancy between these special terms and conditions and the Supplier's General Terms of Service or some other terms and conditions, these special terms and conditions will take precedence.

2. CONTENTS OF THE SERVICE

- 2.1 The up-to-date contents, service descriptions, available service types, and prices have been described on the Website.
- 2.2 The Valtti card is a photographic identification card for use at construction sites and shipyards in accordance with the Occupational Safety and Health Act. Valtti cards can only be issued to persons who, at the time the card is ordered, are included in the Finnish Tax Administration's tax number register of the construction and/or the shipbuilding sector(s).
- 2.3 The person for whom the Valtti card has been ordered is, in these special terms and conditions, called the "**Card holder**".
- 2.4 The Supplier's card service consists of the following:
 - The Valtti card, which is an identity card that can be used, e.g., as a personal photographic ID card at a construction site or a shipyard as referred to in the Occupational Safety and Health Act (2002/738).
 - An online service in which the Customer can order Valtti cards and manage the Valtti cards of Card holders that are employed by the Customer.
 - Interfaces through which the data contained in the Valtti service can be transferred to third parties.
 - A revocation list, which is offered to the Customer and third parties through an interface and allows for checking if a Valtti card has been closed.
 - An online service that is provided to Card holders and in which the Card holder can manage their own information. Separate terms and conditions of use will be applied to the online service provided to Card holders.
- 2.5 Valtti cards are personal and bound to the employment relationship between the Card holder and the Customer. An individual Valtti card can only be used by the Card Holder to whom it was issued. The right to use the Valtti card requires that the information contained on the Valtti card is correct and up-to-date and that the Valtti card is valid.
- 2.6 The Card Holder's information printed on the Valtti card is stored in the Supplier's electronic card register. The information stored in this card register can be retrieved for the purposes specified in the Contract as part of the Valtti card service. Information

can be disclosed for the purposes specified in section 4.1 of the terms of use of the Employee Management service.

- 2.7 In addition, the chip contained in the Valtti card includes a smart card application, in which the Card Holder's details specified in the service description have been saved. The application enables the details of the Card Holder to be inspected without connecting to the Supplier's systems. The information saved in the application is protected with a PIN code, which is being administered by the Card Holder. If the PIN code is repeatedly entered incorrectly, the card will be closed. A closed card cannot be re-activated. Documentation related to the smart card application and its information security (e.g., the information of the certificates of the Valtti card) can be found on the Supplier's Website.

No applications must be installed on the chip of the Valtti card, unless this has been agreed upon separately, e.g., in the Group contract concerning the Valtti card.

4. ORDER PROCESS

- 4.1 Valtti cards can be ordered through the Supplier's Website.

- 4.2 To order a Valtti card to a Card Holder:

- The Customer must have a Company account, which has been verified by using a method accepted by the Supplier;
- The Card Holder must be included in the tax number register, if the Valtti card is of the type that is linked to the tax number register.

- 4.3 The details of the Card holders are entered into the Supplier's Employee Management service. The Customer must check the entered information carefully before ordering the Valtti cards. The Supplier will not check the information entered by the Customer separately, e.g., for typing errors, and the Customer is solely responsible for ensuring that the information on the ordered Valtti cards is correct.

- 4.4 The Card Holder must verify the Valtti card electronically within four (4) weeks from the day on which the card was ordered. The verification will be completed by using the online service provided to Card Holders or by using some other method approved by the Supplier. If the Card Holder fails to verify the Valtti card within the time limit specified in this section, the Supplier can close the Valtti card in accordance with these special terms and conditions and restrict the information that can be retrieved of the Valtti card through interfaces.

5. TAX NUMBER REGISTER

- 5.1 If the type of the Valtti card is such that it is bound to a tax number, the Customer must provide, in connection to ordering the Valtti card, the tax number of the Customer, as well as the tax number register with which the Card Holder has been registered. Markings of tax number registrations will be printed on the Valtti cards as set out in the Valtti card service description.

- 5.2 The selected tax number registers cannot be changed after the Valtti card has been ordered. If the tax number registrations change, the Customer must order a new Valtti card for the Card Holder.

6. DELIVERY

- 6.1 Valtti cards will be delivered by post to the delivery address provided by the Customer in the Service. Valtti cards are only delivered to addresses in Finland.
- 6.2 The delivery time of Valtti cards is around fourteen (14) days from the moment the order was received.
- 6.3 The Customer must notify the Supplier of any errors observed in the delivered Valtti cards in writing immediately after the Customer has received the delivery by email to asiakaspalvelu@vastuugroup.fi.
- 6.4 The delivery of Valtti cards will be deemed as approved: (i) if the Customer does not report any defects in writing within seven (7) days from the delivery of the said Valtti card, (ii) if the Customer explicitly approves of the delivery, or (iii) when the Supplier has corrected the defects the Customer has reported in accordance with the Contract, or (iv) when the Customer or the Card Holder has taken the card into use.
- 6.5 Defects that do not materially impair the use of the Valtti card do not prevent the approval of the delivery.
- 6.6 The Supplier grants each Valtti card a limited three-month warranty as of the order date. The warranty covers the renewal of the Valtti card in case of a chip malfunction or some other technical fault in the card. The Supplier's responsibility regarding the defects of the Valtti card is restricted to what is stated in this section.

7. VALIDITY, DEACTIVATION, AND RENEWAL OF A VALTTI CARD

- 7.1 Valtti cards will remain valid for three (3) years; the expiration date has been marked on the card. Expired Valtti cards must be renewed.
- 7.2 If a new Valtti card is ordered for a Card Holder, the new card will automatically replace the Card Holder's previous Valtti card, which will be closed automatically within four (4) weeks from the order date of the new card or the verification of the new card, whichever takes place first.
- 7.3 The Customer must always close the Card Holder's Valtti card immediately by using the Supplier's Valtti card service when the employment of a Card Holder, who is an employee of the Customer, ends or when the information printed on the Valtti card change or the Card Holder's Valtti card has been lost. Deactivated cards must be destroyed in a secure manner, e.g., by shredding.
- 7.4 The Supplier can deactivate individual Valtti cards without a separate notification if:
- the Customer who ordered the card has not within the twenty-four (24) months preceding the deactivation verified in the Employee Management service that the employment and personal data of the Card Holder, who is an employee of the Customer, is up to date;
 - The Valtti card is linked to a tax number and the Card Holder has been removed from the Finnish Tax Administration's tax number register;
 - The Valtti card has not been verified in accordance with section 4.4.
 - The Valtti card contains erroneous or defective information; or
 - the Valtti card has been used against the terms and conditions of the Contract.

7.5 The Supplier can deactivate all Valtti cards issued to the Customer's employees if the Customer has repeatedly neglected the maintenance of the data included in its employee register in the Employee Management service, or if the Customer or its employees repeatedly use Valtti cards in a manner that violates the terms and conditions of the Contract, or the Customer has not paid all overdue invoices within fourteen (14) days of a written payment reminder sent by the Supplier.

7.6 A closed Valtti card cannot be reactivated.

8. PERSONAL DATA AND DATA PROTECTION

8.1 The Supplier acts as the Controller of the personal data collected through the Valtti card service. The personal data collected through the Valtti card service will be processed in the manner described in the privacy notice of the Supplier's Valtti card service. The privacy notice can be found on the Supplier's Website.

8.2 The Supplier can collect and publish in its own company information services and in the company information services of its business partners information on the number of issued and valid Valtti cards when such information does not contain personal data of any individual Card Holder. The published numbers can be provided as per company, a group of companies or an industry sector, or by using some other grouping criteria.

8.3 For the sake of clarity, the Customer can only use the Card Holders' personal data in accordance with the privacy notice of the Valtti card service and for the purposes that are permitted at the construction site, shipyard, or other work site, which have been described in section 4.1 of the special terms and conditions of the Employee Management service.

9. TRANSITION TERMS AND CONDITIONS

9.1 For the time being, there are two different versions of the Valtti cards in use, of which the older 1.0 version can be ordered until 18 September 2022. As of 19 September 2022, only new 2.0 version cards could be ordered through the service.

9.2 For the above reason, some of these special terms and conditions of the Valtti card service will be exceptionally applied, during the transition period, as has been separately agreed upon in this section 9.

9.3 Once these terms and conditions have taken effect, the Supplier will only issue Valtti cards that comply with the version 2.0. However, the Supplier will continue to support the already issued Valtti cards that comply with the version 1.0 at least until 31 May 2025. The Supplier will notify the contact person who the Customer has specified in its company account of the discontinuance of the support by email no less than six (6) months in advance. After the support has ended, the Supplier will close all Valtti cards that comply with the version 1.0 regardless of the validity period marked on them.

9.4 The Customer shall verify its Company account in accordance with section 4.2 in accordance with the customer group specific time schedule that is published on the Supplier's website. The Customer's Card Holders can only verify their Valtti cards after the Customer has verified its Company account.

9.5 The Card Holders shall verify their Valtti card in accordance with section 4.4 in accordance with the customer group specific time schedule that is published on the

Supplier's website. After the published deadline, any unverified Valtti card will be closed. The verification obligation does not apply to version 1.0 Valtti cards.

SPECIAL TERMS AND CONDITIONS OF THE BUILDING SITE REGISTER SERVICE (19 SEPTEMBER 2022)**1. SCOPE**

- 1.1 These special terms and conditions of the Building Site Register service will be applied to the provision of the Supplier's Building Site Register service and to the use of the contents that are provided through it.
- 1.2 In addition to these special terms and conditions, the Supplier's General Terms of Service will be applied to the use of the Service. If there is discrepancy between these special terms and conditions and the Supplier's General Terms of Service or some other terms and conditions, these special terms and conditions will take precedence.

2. CONTENTS OF THE SERVICE

- 2.1 The up-to-date contents, service descriptions, available service types, and prices have been described on the Website.
- 2.2 The Building Site Register service is a service for the main contractor of the building site and the employer who uses the principal decision-making power at the shipyard that enables the Customer to fulfil their certain obligations under the Occupational Safety and Health Act (2002/738), The Act governing the use of Individual Tax Numbers and the public register of Tax Numbers within the construction industry (2011/1231), Tax Assessment Procedure Act (1995/1558), and the Act on the Contractor's Obligations and Liability when Work is Contracted Out (2006/1233).
- 2.3 In the Building Site Register service, Customer data includes all information produced by the Customer for the Building Site Register service and the information and reports created in the service.

3. THE PERSONAL DATA THAT WILL BE COLLECTED AND PROCESSED IN THE BUILDING SITE REGISTER SERVICE

- 3.1 In connection to commencing the Building Site Register service, a personal data file is created into the Service. The Customer will be the Controller of this personal data file. The Supplier will process the personal data saved in the Service in accordance with these special terms and conditions and the special terms and conditions of personal data processing.
- 3.2 Data subjects are persons who work at the building site, where the Customer acts as the main contractor or the main implementer.
- 3.3 The personal data that will be processed in the service include the following types of personal data depending on the service components selected by the controller:
 - 3.3.1 the name of the employee;
 - 3.3.2 tax number and date of birth;
 - 3.3.3 information on registration in the tax number register of the Finnish Tax Administration;
 - 3.3.4 nature of the employment;
 - 3.3.5 the name, business ID and contact details of the employer, and the name and contact details of the employer's representative;

- 3.3.6 country of residence;
 - 3.3.7 nationality;
 - 3.3.8 telephone number;
 - 3.3.9 email address;
 - 3.3.10 address in the country of residence;
 - 3.3.11 Valtti card information of the person;
 - 3.3.12 competence information of the person;
 - 3.3.13 access rights at the building site; and
 - 3.3.14 time stamps collected from the building site's access control system.
- 3.4 The Supplier will collect and save the personal data of the Service users in the Supplier's customer and marketing communications register. The privacy notice of the Supplier's customer and marketing communications register can be found on the Supplier's Website.
- 4. THE CUSTOMER'S RIGHT TO USE THE SERVICE AND THE MATERIALS CONTAINED IN IT**
- 4.1 The user right agreed upon in the General Terms of Service is restricted for the Building Site Register service as specified in this section.
- 4.2 The Customer is given the right to use the Service and to process company and personal data transmitted through the Service for the following purposes:
- 4.2.1 preparation of a list of persons working at the construction site pursuant to section 52b of the Occupational Safety and Health Act;
 - 4.2.2 verification of the validity of the photographic ID required by section 52a of the Occupational Safety and Health Act;
 - 4.2.3 implementation of work site orientation and other measures required in the Occupational Safety and Health Act from the main contractor of main implementer in order to ensure and promote safety at work;
 - 4.2.4 preparation of monthly reports submitted to the Finnish Tax Administration in accordance with sections 15 b and 15 c of the Tax Assessment Procedure Act;
 - 4.2.5 fulfilment of statutory and contractual obligations concerning the Customer;
 - 4.2.6 implementation of access control at the construction site;
 - 4.2.7 verification of professional competencies of a person participating in worksite orientation at a construction site;
 - 4.2.8 verification of the validity of professional competencies required for a work task;
 - 4.2.9 ensuring compliance of the activities with occupational safety regulations;
 - 4.2.10 supervision at the construction site;
 - 4.2.11 ensuring compliance with the Customer's own quality, operating or similar systems; or

- 4.2.12 ensuring that the activities of contractors and independent workers operating at the Customer's building site or other work site comply with the contracts

5. REMOVAL OF INFORMATION

- 5.1 Before the contract is terminated and ends, the Customer must save all Customer data that it needs from the Service in their own systems, such as copies of reports submitted to the Finnish Tax Administration. The Supplier will assist the Customer, upon request, for a fee specified in the pricelist, which can be found on the Website. After the Contract has ended, the Supplier has the right to delete all Customer data and materials from the Service.

SPECIAL TERMS AND CONDITIONS OF THE TAITO COMPETENCE REGISTER (5 FEBRUARY 2024)**1. SCOPE**

- 1.1 These special terms and conditions of the Taito Competence Register service will be applied to the provision of the Supplier's Taito Competence Register service and to the use of the contents that are provided through it.
- 1.2 In addition to these special terms and conditions, the Supplier's General Terms of Service will be applied to the use of the Service. If there is discrepancy between these special terms and conditions and the Supplier's General Terms of Service or some other terms and conditions, these special terms and conditions will take precedence.

2. CONTENTS OF THE SERVICE

- 2.1 The up-to-date contents, service descriptions, available service types, and prices have been described on the Website.
- 2.2 The Taito Competence Register is a service for employers that supplements the Supplier's Building Site Register service and the Employee Management service so that the Customer who ordered the Service can collect, verify, monitor, and maintain the professional competence information of their employees. In addition, the Customer can share professional competence information (i) by providing their employees with the Valtti card, which enables third parties to read their professional competence information using a card reader application compatible with the Service, (ii) authorising their contract partners to access the professional competence information, and (iii) sharing their employees' professional competence information, by means of entries in the Building Site Register service, with other Users that have been identified as being the Customer's partners, such as client companies, or the main implementers or constructors operating at shared construction sites, to ensure the fulfilment of statutory and contractual obligations and safety at work.
- 2.3 The competence information contained in the Taito Competence Register can be viewed by using either the application provided by the Supplier or a third-party application included in its partner programme. These applications either read the Valtti card presented by the employee and retrieve the employee information from the Taito Competence Register based on their card ID or retrieve the information from the Taito Competence Register through an interface provided by the Supplier.

3. PERSONAL DATA AND DATA PROTECTION

- 3.1 The Supplier acts as the Controller of such personal data collected in the Taito Competence Register service directly from the instance that granted the professional qualification or the trainer. Third parties that grant or administer professional qualifications or trainers may transfer professional competence information directly into the Service or verify the validity of reported professional competences when the data subject has provided their consent for including such professional competence in the Taito Competence Register. Such personal data collected through the Taito Competence Register will be processed in the manner described in the Supplier's privacy notice of the Taito Competence Register, which can be viewed on the Website.
- 3.2 The Customer acts as the Controller of its employees' personal data added by the Customer in the Taito Competence Register service. The Customer can save into the

Service its employees' professional competence information together with related validity information and any other information required by the Service.

4. CUSTOMER'S AUTHORISATION TO THE SUPPLIER

4.1 By creating credentials for the Service and accepting these special terms and conditions, the Customer authorises the Supplier:

4.1.1 to check the accuracy and validity of certain competence information provided by the employer, in cooperation with parties that grant or monitor professional qualifications on behalf of the Customer;

4.1.2 to transfer an employee's competence information that has been entered into the Taito Competence Register to other users of the Service who are, based on current laws, entitled or obligated to receive such information or who, based on a contract signed with the employer, have the right to check competence information related to the employer's employees; and

4.1.3 to disclose, based on a single or mass transfer request, information entered into the personal data file to Finnish authorities that are responsible for the implementation and monitoring of the Act on the Contractor's Obligations and Liability when Work is Contracted Out (2006/1233) or the laws concerning occupational safety and health or taxation, and for the elimination of the black economy.

4.2 The employer is responsible for ensuring that they have the right:

4.2.1 to add new professional competence information of an employee into the Taito Competence Register; and

4.2.2 to publish and disclose the competence information of an employee in the Service to other users of the Service.

5. USER RIGHT

5.1 The user right agreed upon in the General Terms of Service is restricted for the Taito Competence Register service as specified in this section.

5.2 All Users of the Service will have the right to process the professional competence information of other employer's employees for the following purposes:

5.2.1 implementation of work site orientation and other measures required in the Occupational Safety and Health Act from the main contractor or the main implementer in order to ensure and promote safety at work and to fulfil other statutory obligations

5.2.2 verification of professional competencies of a person participating in worksite orientation at a construction site or other work site

5.2.3 verification of the validity of professional competencies required for a work task

5.2.4 ensuring compliance of the activities with occupational safety regulations

5.2.5 supervision at a construction site or other work site

5.2.6 ensuring compliance with the User's own quality, operating or similar systems;

- 5.2.7 ensuring that the activities of contractors and independent workers operating at the User's building site or other work site comply with the contracts

SPECIAL TERMS AND CONDITIONS OF REPORT SERVICE (15 MARCH 2024)**1. SCOPE**

- 1.1 These special terms and conditions for Report Service will be applied to the provision of the Supplier's Report Service and to the use of the contents that are provided through it.
- 1.2 In addition to these special terms and conditions, the Supplier's General Terms of Service will be applied to the use of the Service. If there is a discrepancy between these special terms and conditions and the Supplier's General Terms of Service or some other terms and conditions, these special terms and conditions will take precedence.

2. CONTENTS OF THE SERVICE

- 2.1 The up-to-date contents, service descriptions, available service types, and prices have been described on the Website.
- 2.2 Report Service is a Service that enables the Customer to request Reliable Partner reports of undertakings ("**Reports**").

3. PERSONAL DATA AND DATA PROTECTION

- 3.1 The Customer is the controller of the personal data contained in the Reports that the Customer requests through the Service. The Supplier will process the personal data contained in the Reports requested by the Customer as a processor acting on behalf of the Customer in accordance with these special terms and conditions and the special terms and conditions of the processing of personal data.
- 3.2 Data subjects are persons that hold a position of responsibility in an undertaking as recorded in the trade register extract included in the retrieved Reports.
- 3.3 The types of personal data processed in the Service include: personal data contained in the trade register extract, including name, date of birth, nationality, domicile, and position of responsibility.
- 3.4 Report Service does not store the Reports requested by the Customer.

4. RIGHT OF USE

- 4.1 The right of use agreed upon in the General Terms of Service is restricted for Report Service as specified in this Section.
- 4.2 The Customer is given the right to use the Service and data on undertakings and persons transmitted through the Service for the following purposes, depending on the data content of the Report type:
 - 4.2.1 Verifying and storing the Customer's (potential) suppliers' and other business partners' information as required by the Contractors' Obligations and Liability Act; and
 - 4.2.2 Checking the financial situation, sanction information and background of the Customer's (potential) suppliers and other business partners for the purposes of the Customer's supplier and risk management.

- 4.3 The Customer may only request information from Report Service regarding those undertakings in relation to which it has the purpose for use as referred to in Section 4.2.
- 4.4 The Customer may disclose information to the Customer's group companies and its advisors if necessary for the purposes described in Section 4.2 and to public authorities in order to fulfil its legal obligations. In other respects, the Customer is not entitled to disclose information to third parties or resell the Reports.
- 4.5 If the Customer's domicile is other than Finland or Estonia, the right to use the Reports may require a special permission from Vastuu Group's licensor. If Vastuu Group's licensor rejects the permission to use the data, Vastuu Group has the right to suspend the Service to the Customer, and the Customer has the obligation to delete the Reports it has obtained from the Service.

SPECIAL TERMS AND CONDITIONS OF REPORT PRO SERVICE (15 MARCH 2024)**1. SCOPE**

- 1.1 These special terms and conditions of Report PRO Service will be applied to the provision of the Supplier's Report PRO Service and to the use of the contents that are provided through it.
- 1.2 In addition to these special terms and conditions, the Supplier's General Terms of Service will be applied to the use of the Service. If there is a discrepancy between these special terms and conditions and the Supplier's General Terms of Service or some other terms and conditions, these special terms and conditions will take precedence.

2. CONTENTS OF THE SERVICE

- 2.1 The up-to-date contents, service descriptions, available service types, and prices have been described on the Website.
- 2.2 Report PRO is a Service that enables the storage of Reliable Partner reports ("**Reports**") of Finnish and Estonian undertakings requested by the Customer. The retrieved Reports will remain available for as long as the Customer has a valid subscription for Report PRO Service.

3. PERSONAL DATA AND DATA PROTECTION

- 3.1 When using Report PRO Service, a list and archive of the retrieved Reports will be formed for the Customer in the Service. The Customer is the controller of the personal data contained in the Reports that the Customer requests through the Service. The Supplier will process the personal data saved in the Customer's report archive as a processor acting on behalf of the Customer in accordance with these special terms and conditions and the special terms and conditions of the processing of personal data.
- 3.2 Data subjects are persons that hold a position of responsibility in an undertaking as recorded in the trade register extract included in the retrieved Reports.
- 3.3 The personal data processed in the Service include the following types of personal data: personal data provided in the trade register extract, including name, date of birth, nationality, registered address, position of responsibility.
- 3.4 The Customer can remove selected Reports from their report list and archive.

4. RIGHT OF USE

- 4.1 The right of use agreed upon in the General Terms of Service is restricted for Report PRO Service as specified in this Section.
- 4.2 The Customer is given the right to use the Service and data on undertakings and persons transmitted through the Service for the following purposes:
 - 4.2.1 Verifying and storing of the Customer's (potential) suppliers' and other business partners' information as required by the Contractors' Obligations and Liability Act.
- 4.3 The Customer may disclose information to the Customer's group companies and its advisors if necessary for the purposes described in Section 4.2 and to public authorities

in order to fulfil its legal obligations. In other respects, the Customer is not entitled to disclose information to third parties or resell the Reports.

5. REMOVAL OF DATA

- 5.1 Before the termination and ending of the Contract, the Customer shall save any Reports that they wish to keep into their own archive outside the Service. When the Contract ends, all Reports that the Customer has retrieved will be permanently deleted from the Service.

SPECIAL TERMS AND CONDITIONS OF VALVOJA SERVICE (15 MARCH 2024)**1. SCOPE**

- 1.1 These special terms and conditions of Valvoja Service will be applied to the provision of the Supplier's Valvoja Service and to the use of the contents that are provided through it.
- 1.2 In addition to these special terms and conditions, the Supplier's General Terms of Service will be applied to the use of the Service. If there is a discrepancy between these special terms and conditions and the Supplier's General Terms of Service or some other terms and conditions, these special terms and conditions will take precedence.

2. CONTENTS OF THE SERVICE

- 2.1 The up-to-date contents, service descriptions, available service types, and prices have been described on the Website.
- 2.2 Valvoja Service is a Service that enables monitoring of the Reliable Partner status of the target undertakings placed on the Customer's monitoring list and centralized collection, management and archiving of Reliable Partner reports ("**Reports**") of these target undertakings.

3. PERSONAL DATA AND DATA PROTECTION

- 3.1 In connection to the use of Valvoja service, a list and a report archive of undertakings that are being monitored by the Customer is created in the Service. The Customer is the controller of the personal data contained in the Reports that the Customer collects through the Service. The Supplier processes the personal data saved by the Customer in the monitoring list and report archive as a processor acting on behalf of the Customer in accordance with these special terms and conditions and the special terms and conditions of the processing of personal data.
- 3.2 Data subjects are persons that hold a position of responsibility in an undertaking as recorded in the trade register extract included in the retrieved Reports.
- 3.3 The personal data processed in the Service include the following types of personal data: personal data provided in the trade register extract, including name, date of birth, nationality, registered address, position of responsibility.
- 3.4 The Customer can add and remove undertakings onto their own monitoring list. When an undertaking is removed from the monitoring list, the Service will no longer collect new Reports of the removed undertaking but the previously collected Reports will remain available.

4. RIGHT OF USE

- 4.1 The right of use agreed upon in the General Terms of Service is restricted for Valvoja Service as specified in this Section.
- 4.2 The Customer is given the right to use the Service and data on undertakings and persons transmitted through the Service for the following purposes, depending on the data content of the Report type:

- 4.2.1 Verifying and storing of the Customer's (potential) suppliers' and other business partners' information as required by the Contractors' Obligations and Liability Act; and
 - 4.2.2 Checking the financial situation, sanction information and background of the Customer's (potential) suppliers and other business partners for the purposes of the Customer's supplier and risk management.
- 4.3 The Customer may only request information from Valvoja Service in relation to which it has the purpose for use as referred to in Section 4.2.
 - 4.4 The Customer may disclose information to the Customer's group companies and its advisors if necessary for the purposes described in Section 4.2 and to public authorities in order to fulfil its legal obligations. In other respects, the Customer is not entitled to disclose information to third parties or resell the Reports.

5. PAYMENTS

- 5.1 The Customer can acquire free access to Valvoja Service for thirty (30) days from the moment the Customer activates Valvoja Service in its use through the user interface of the Service. After the free trial period, Valvoja Service becomes a payable service. The price of the Service will be determined based on the level the Customer selected for the trial period. The pricelist of Valvoja Service is available on the Supplier's Website.
- 5.2 If the Customer does not wish to continue to use Valvoja Service after the free trial, the Customer shall terminate the Service by the end of the trial period. The free trial period can be exercised only once.
- 5.3 The startup fee specified in the pricelist will be charged when the Customer continues to use the Service after the free trial period and when the Customer moves onto a higher level as regards the number of business IDs (e.g., from level S to level M). When the Customer moves onto a higher level, they shall pay the difference between the startup fee of the lower and the higher levels. If the number of monitored business IDs reduces, the Supplier has no obligation to compensate or refund the difference in the opening fees.
- 5.4 The annual fee is determined based on the maximum number of business IDs monitored during each calendar year. The invoicing period of the annual fee is twelve (12) months calculated from the day following the end of the trial period. The annual fee is always invoiced at the beginning of the invoicing period.

6. CREDIT RATING INFORMATION

- 6.1 As an additional paid service, Valvoja Service may display a credit rating from a third-party credit rating provider ("**Credit Rating Agency**") as an indication of the creditworthiness of the supervised entity. The Supplier will update the credit rating information displayed in the service at least once a week.
- 6.2 A link to the Credit Rating Agency's services may be added to the Service, through which the Customer may purchase, as a paid service, more detailed credit and financial information reports from the Credit Rating Agency. In connection with the purchase transaction, the Customer is redirected to the website of the Credit Rating Agency and purchases the service directly from the Credit Rating Agency.

6.3 The Supplier is not in any way responsible for the credit rating and business information service provided by the Credit Rating Agency, or for its availability or the contents provided through it.

7. TERM

7.1 The Contract on Valvoja Service shall be valid for the time being. The free use of the Service during the trial period ends on the final day of the trial period if the Contract has been terminated. After the trial period, the General Terms of Service will be applied to the termination.

8. REMOVAL OF DATA

8.1 Before the termination and ending of the Contract, the Customer shall save any Reports that they wish to keep into their own archive outside the Service. When the Contract has ended, all monitoring lists and Reports that the Customer has retrieved will be permanently deleted from the Service.