

1. General

These general terms and conditions of use of Suomen Tilaajavastuu shall govern online services provided and maintained by Suomen Tilaajavastuu Oy (hereinafter referred to as ST). The terms and conditions of use shall also govern use of the content and materials provided through the online services unless otherwise stipulated or agreed with respect to some service.

An enterprise (hereinafter referred to as the User) using the services must agree to be bound by these terms and conditions of use in order to be able to use ST services. Acceptance of these terms and conditions shall not discharge the User from a possible further obligation to agree to special terms and conditions governing each service.

2. Use of and registration for the service

For an agreement on use of ST online services to arise between the User and ST, the User must: 1) create user access codes for the service by furnishing ST with the necessary personal and other details and the enterprise details required for use, 2) agree to be bound by these general terms and conditions of use and by the special terms and conditions governing each service, and 3) agree ST online service authentication via an e-mail address or in some other manner specified by ST. When creating user access codes the User must also appoint an enterprise-specific administrator for the service, who shall be entitled to receive, create and administer the user privileges of the client enterprise and its employees on the service.

ST shall be entitled to check the User's credit record when the User first registers for the service or when the User orders new ST online services. ST shall be entitled to prevent use of paid services by the User if the credit record reveals overdue payments, or if the said measure is justified on other legitimate grounds.

3. Liability of the service provider

ST shall not be liable to the User or to any third party for:

- any errors in data sources
- any errors or shortcomings contained in services
- direct or consequential loss or damage caused by the accuracy or currency of information contained in the service or by the use or interpretation of such information
- the applicability or suitability of services for the User's intended purpose
- uninterrupted, timely and fault-free operation of services
- technical faults arising in services, interruptions due to servicing or installation work, or any downtime of data communication links or the Internet, or for the consequent alteration or disappearance of information contained in the services or other information, or for data communication problems, disruptions or downtime due to third parties.

This limitation of liability shall not apply when the loss or damage was caused intentionally or by gross negligence.

4. Availability and modification of services

While offering no guarantee that services will be continuously available, ST shall seek to ensure that the services remain available without interruption.

ST shall be entitled to modify the content, operation and terms and conditions of use of services to enhance the services or for some other reason deemed justified by ST. For the sake of clarity, it is stipulated that ST shall always be entitled to interrupt the said service on account of its modification or revision, or for technical reasons pertaining to the service, for reconditioning, installation or servicing work on the data communication network, for some other similar reason, or where so required by statute or other official regulation. Downtime shall be announced in advance on the website where possible.

The User is aware that third parties beyond the control of ST (such as banks, insurance companies and public authorities) may modify their own services and service prices, and that this may affect the content, implementation and price of a service provided by ST. ST undertakes to give the User reasonable prior notice of service and price changes arising from such third party amendments where possible. The User is nevertheless aware that the effectiveness of the service provided by ST may depend on modifications and decisions made by such third parties, and that changes due to such factors will take effect immediately.

5. User's right to use the service and materials therein

The User shall be granted the right to use ST online services for its own internal use in accordance with these terms and conditions of use and the special terms and conditions governing each service.

Unless otherwise agreed in special terms and conditions, the User shall be entitled to download material from the service and to print and copy this material for its own in-house use. The User shall observe the duty to prevent outsider access referred to in section 32 of the Personal Data Act¹ particularly when saving material obtained from the service. Notwithstanding this restriction, the User shall always be entitled to use the material when complying with the Act on the Contractor's Obligations and Liability when Work is Contracted Out² (e.g. by attaching reports to bids submitted by the User) or for the purposes expressly referred to in the special terms and conditions governing the service. The User shall nevertheless have no other right to release material obtained through the service to a third party, nor to publish the content or any part thereof by distribution, transmission, presentation or public display without the prior written consent of ST or some other proprietor.

ST shall be entitled to prevent use of the service where there is justified cause to suspect that the service is being used in a manner that is contrary to its purpose or to the terms and conditions, or otherwise in a manner that is unlawful or contrary to good custom.

6. User name and password

The User shall be responsible for keeping its user name and password in confidence, and for ensuring that they are not disclosed to outsiders. The User shall be liable for use occurring under its own credentials, and for any costs or charges so caused.

The User shall be required to notify ST of any loss of its user name or password, or of their disclosure to any third party. The said notification shall be e-mailed to asiakaspalvelu@tilaajavastuu.fi. The User's liability for use of the service shall cease on receiving an acknowledgement of the said notification from ST.

ST shall be entitled to change the User's user name or password, and any other credentials that may be required for using the service, where this is necessary for technical reasons or on some other grounds that ST considers to be justified. ST shall not be liable to pay compensation for modifying such credentials.

7. Personal data

The User shall furnish ST with the necessary personal and other details and enterprise details required for use. The User shall be required to notify ST of changes in these details.

ST shall be entitled to process and release information and personal data provided to the service by the User in accordance with the Personal Data Act and other legislation, and in the manner specified in the description of file. ST may collect anonymized statistical data on use of services and service use indicators for service development and maintenance, and for the purpose of developing new services.

The User's data shall be recorded in the ST register of users. ST shall not release information from the register of users to third parties otherwise than as specified in the special terms and conditions of the service and in the description of file.

8. Data security

ST shall be liable for service data security in accordance with current legislation.

9. Hardware, software and connections

The User shall be liable for procuring the hardware, software and network connections that it uses for accessing the service, and for their functionality and associated costs. The said resources may not disturb or otherwise inconvenience the service or other network users.

The User is aware that no online environment or service provides total data security. The User shall be liable for appropriately managing the data security of its own information systems.

¹ *Henkilötietolaki*, no. 523 of 1999.

² *Laki tilaajan selvitysvelvollisuudesta ja vastuusta ulkopuolista työvoimaa käytettäessä*, no. 1233 of 2006, referred to herein as the Contractor's Liability Act.

ST shall be liable for ensuring that the standard of service data security continues to comply with current statutory requirements in Finland.

10. Service fees

Use of services shall be conditional on payment of the service charge or other charge notified with respect to each service.

Contractor liability reports on enterprises subscribing to the Reliable Partner programme are provided free of charge from the tilaajavastuu.fi service. Fees are charged for reports on other enterprises.

ST reserves the right to change the prices and pricing criteria of services by issuing one month's prior notice of the change via the service user interface. The current prices and pricing criteria shall be displayed on the ST website at all times.

11. Payment

The User shall be required to pay the fee charged for payable services when invoiced or in some other manner designated by ST. Annual fees shall always be invoiced in advance for the 12 months following the date of subscribing to the service. Other fees shall be invoiced in the manner indicated in the service description, either on the date of subscribing to the service or in arrears for an invoicing period stipulated in the service description.

The invoice shall fall due for payment 14 days after the invoicing date. The invoice must be paid on or before the due date. ST shall be entitled to collect delay penalty interest on delayed payments reckoned as of the due date in accordance with the Interest Act³. ST shall be entitled to charge its listed reminder price to cover the associated costs of processing reminders. ST shall also be entitled to charge reasonable invoice collection costs or to assign the invoice for collection by another company.

ST shall be entitled to block the User's access to the service if a remittance is overdue and has not been paid within two (2) weeks of sending a reminder. ST shall be entitled to collect reasonable compensation for reopening the service.

12. Liability for loss or damage

The User shall be liable for compensation for the direct loss or damage arising from use of the service in a manner that is contrary to these general terms and conditions of use, to the special terms and conditions of a service, or from use that is contrary to some other agreement or statute.

ST shall have no liability to compensate for any direct or consequential loss or damage caused to the User by using services unless ST caused the said loss or damage wilfully or by gross negligence. The liability of ST to compensate the User for loss or damage shall nevertheless be limited in all cases to not more than the total service fees received from the said User over the six months preceding the event that caused the loss or damage.

13. Force majeure

Force majeure shall discharge ST from its duties with respect to the service in the event that the said force majeure prevents or unreasonably impedes some performance pertaining to the service. Examples of force majeure shall include fire, earthquake, flood, explosion, strike or other stoppage of work, regulations of public authorities, disruption of energy supplies, shortage of raw materials or accessories, disruption of cable or other data communications caused by or arising from outside factors, or other comparable causes that were not foreseen and that could not reasonably have been forestalled.

ST shall announce force majeure on its website immediately after it arises if such an announcement is possible.

14. Validity

Unless otherwise agreed in special terms and conditions, the User shall be entitled to terminate a service agreement in writing at any time and for any or no reason. ST shall be entitled to terminate a service

³ *Korkolaki*, no. 633 of 1982.

agreement by notifying the User in writing one (1) month before the termination takes effect. Either party may rescind this agreement with immediate effect in cases of gross breach of contract.

ST shall also be entitled to suspend the provision of services to a User that has acted in an unlawful manner or infringed these general terms and conditions of use or the special terms and conditions governing services.

ST shall have no duty on termination of the agreement to refund any fees paid by the User.

15. Correction of errors

The User shall be required keep up to date any information that it has uploaded to the system. With respect to other information, ST shall ensure that incorrect details are rectified and shall request the assistance in such cases of the user responsible as data file controller for ensuring spontaneously and at the request of employees that incorrect, incomplete, unnecessary or outdated information is corrected.

16. Amendment of terms and conditions of use

ST shall be entitled to amend these general terms and conditions of use and any service-specific terms and conditions by announcing the amendments on the service website one (1) month before they take effect. The User shall approve the amendments by continuing to use the services.

17. Assignment of rights and duties

The User shall have no authority to assign its right to use services or any agreement concluded concerning the services to a third party without the written consent of ST.

ST shall be entitled to assign the services or an individual service (including maintenance and its associated duties and liabilities) and any other agreement concluded concerning the services to a third party.

18. Settlement of disputes

All disputes pertaining to the contractual relationship between ST and the User, to the services and their use, or to the terms and conditions of use shall be settled at the District Court of Helsinki.

19. Applicable law

The contractual relationship between ST and the User and the terms and conditions of use shall be governed by the laws of Finland.

1. Scope

These special terms and conditions shall govern the veronumero.fi service ("Service") provided by Suomen Tilaajavastuu Oy (hereinafter referred to as "ST") and the use of any content provided through the Service. Use of the Service shall be governed by these special terms and conditions and by the special terms and conditions of additional services supplementing the general terms and conditions of use of ST and the veronumero.fi service. These special terms and conditions shall supplement the provisions of the general terms and conditions of use and of the special terms and conditions of the supplementary services. The following order of preference shall apply in the event of any conflict between these special terms and conditions, the general terms and conditions of use of ST and the special conditions of the supplementary additional service: (i) the special terms and conditions of the additional services supplementing the veronumero.fi service, (ii) these special terms and conditions of the Veronumero.fi service, and (iii) the general terms and conditions of use of ST.

2. Content of the service

Veronumero.fi includes several services associated with the Occupational Safety and Health Act⁴, the Act on Tax Numbers and the Construction Industry Tax Number Register⁵, the Taxation Procedure Act⁶, and the Act on the Contractor's Obligations and Liability when Work is Contracted Out⁷.

The content and technical requirements of the Service are set out in the current service description. ST may use subcontractors to provide the service.

3. Information collected and processed by the Veronumero.fi service

Personal data and details of the user enterprise uploaded to the Service by the User shall be processed by ST in accordance with the Personal Data Act and with other applicable legislation, and in the manner specified in the description of file for the Service.

The User shall upload the information required by law and any other details required by the service to its own enterprise-specific employee register on the Service.

ST shall maintain a client register of users. The descriptions of file for the client register and the enterprise-specific employee register shall be shown on the ST website.

The User shall serve as the data file controller under the Personal Data Act with respect to details that the User uploads to the Service, and shall therefore remain liable for ensuring that information concerning individuals collected in the enterprise-specific employee register in the course of using the Service is processed and saved in accordance with the applicable legislation. ST shall ensure maintenance of the personal data file and shall attend to the duties that the User has assigned thereto, for and on the User's behalf as authorised by the User.

4. User's authorisation to the service provider

By creating user names for the service and approving these special terms and conditions, the User authorises ST to:

- use a technical connection to establish an electronic employee register on the User's behalf
- verify the accuracy of details provided by the User in consultation with the Finnish Tax Administration

⁴ Työturvallisuuslaki, no. 738 of 2002.

⁵ Laki veronumerosta ja rakennusalan veronumerorekisteristä, no 1231 of 2011 (referred to herein as the *Tax Number Act*).

⁶ Laki verotusmenettelystä, no. 1558 of 1995.

⁷ Laki tilaajan selvitysvastuusta ja vastuusta ulkopuolista työvoimaa käytettäessä, no. 1233 of 2006, referred to herein as the Contractor's Liability Act

- disclose employee and enterprise details held in the personal data file to other users of the Service that are entitled to receive employee details pursuant to the Tax Number Act or to an associated Act
- report contract and personal data to the Finnish Tax Administration in accordance with the Taxation Procedure Act (requires a separate service agreement), and
- maintain the list of individuals and orientation details required under the Occupational Safety and Health Act (requires a separate service agreement).

The User shall ensure that it is entitled to:

- obtain information under the Tax Number Act and associated Acts and other details to be recorded in the service from the employee;
- disclose details of employees to other users of the Service.

For the sake of clarity, it is stipulated that the duties of ST shall afford it access to individual personal data file details, and that ST shall be entitled to process this information when ensuring the accuracy of service operations, correcting information, transferring information to the Finnish Tax Administration, and assisting in official requests based on mandatory legislation.

5. User's right to use the service and materials therein

The User shall be entitled to use the Service for its own internal purposes in accordance with these special terms and conditions of use.

As data file controller of its own enterprise-specific employee register, the User shall be entitled to process the details of its own employees that are recorded in its own employee list (hereinafter referred to as the employee register), solely in order to discharge obligations under the Tax Number Act and associated Acts.

The User shall also be entitled to use Building Site specific personal data files containing employee data uploaded to the Service by other enterprises in order to discharge its obligations under the Tax Number Act and associated Acts.

The User shall be entitled to save material from the Service to a computer controlled by the User and to print and copy such material solely in order to discharge obligations under the Tax Number Act and associated Acts. The User shall observe current legal obligations when saving material obtained from the service.

The User shall have no right to release material obtained through the Service to a third party, nor to publish the content or any part thereof by distribution, transmission, presentation or public display without the prior written consent of ST or some other proprietor. The User shall have no right to prepare or commission the preparation of reproductions (copies) of content from the Service.

6. Service provider's right to process and release information

ST shall use and disclose information uploaded to the Service only for providing the Service to users. ST shall have no right to use information uploaded to the Service otherwise than in the cases specified in these special terms and conditions.

ST shall be entitled to disclose to other users information uploaded by the User to the employee register or other veronumero.fi services only for a purpose that complies with the Tax Number Act or associated Acts in the event that information uploaded to the Service is used for verifying the personal identifying details (name, tax number) of individuals working in the construction industry, supervising taxation obligations, or obligations related to the notification procedure.

ST shall also be entitled to disclose information uploaded to the Service without the consent of the User in order to comply with its statutory obligations and pursuant to a lawful official request from a public authority.

ST shall also be entitled to combine information uploaded to the Service with new information on the employee uploaded to the Service either by other users or by ST in some other context, such as special work permits, to the extent that this pertains to the statutory duty of a user as an employer to check details concerning an employee.

7. Liability of the service provider

ST shall only serve as a recording and information transfer service for details collected by enterprises using the Service pursuant to the Tax Number Act and associated Acts to the extent specified in these special terms and conditions, and shall accordingly not be liable for any faults or interruptions in the service, errors or omissions in the information contained therein, or for any direct or consequential loss or damage so caused to the User, to employees, or to third parties.

8. Termination of the service

The User shall be entitled to terminate the service agreement in writing at any time and for any or no reason.

ST shall be entitled to terminate a service agreement by notifying the User in writing one (1) month before the termination takes effect. ST shall also be entitled to rescind the service agreement with immediate effect on the service if the user infringes these special terms and conditions or the general terms and conditions of use of ST.

9. Deletion of information from the service

As data file controller and employer, the User shall be liable for ensuring that it deletes unnecessary employee details (e.g. after employment has ended) within a reasonable time in accordance with the applicable legislation.

ST shall be entitled to delete employee details that have remained unused over the preceding two (2) calendar years. ST shall likewise be entitled to delete data uploaded to the Service or to prevent access to information pursuant to an official order or to applicable mandatory legislation.

On termination of the service agreement the User shall be entitled to require deletion of its enterprise-specific employee register from the Service within a reasonable time. Details of an individual employee who is working actively on a Building Site when the agreement between ST and the User ends cannot be deleted from the Service before the end of the contract and of the obligations pertaining thereto. The User's right to deletion shall furthermore be limited to information in its own employee register in the event that an employee has been recorded in the details of more than one service user based on previous employment periods. Deletion of information shall observe lawful information archiving requirements.



1. Scope

These special terms and conditions of the Ilmoita service and the Valtti card service (hereinafter referred to as the Service) shall govern the service provided by Suomen Tilaajavastuu Oy (hereinafter referred to as ST) and the use of any content provided through the said service. Use of the service shall be governed by these special terms and conditions and by the general terms and conditions of use of ST and the special terms and conditions of the veronumero.fi service. These special terms and conditions shall supplement the provisions of the general terms and conditions and of the special terms and conditions of the veronumero.fi service. These special terms and conditions shall prevail in the event of any conflict between these special terms and conditions and the general terms and conditions of use of ST and terms and conditions of use of the veronumero.fi service.

2. The Ilmoita service

The Ilmoita service is a free service for notifying employer and employee details to contractors and principal contractors under the Tax Number Act. The service is an information (details of employers and employees) collection channel for the joint construction industry Building Site Register maintained by ST.

Starting as of 01 September 2017 the User may make in the Service the notification to the Finnish occupational safety and health authority of the posting of a worker in Finland as set out in Section 7 of the Finnish Act on Posting Workers (447/2016). The notification functionality collects from the Building Site Register using the Building Site ID given by the User the following basic information: the identification details and contact information of the contractor, the builder and the general contractor and the location where the work will be performed. The contractor, the builder and the general contractor shall each have right to read the notifications send by the User concerning the Building Site ID together with the employee information that was used as a basis for calculating the estimated number of posted workers given in the notification.

The User shall be responsible for checking and correcting any information provided in any the notification drafts and shall be responsible for the correctness and accuracy of the notifications send by the User through the Service. ST acts only as technical intermediary of the notifications.

The Ilmoita service is compatible with the complementary and separately charged Valtti card service and Taito Competence Register service. Employee information added to the service by the employer will be automatically enriched with information of such Taito Competence register supported professional competencies hold by the employee that are granted by or maintained by a third party who provides the professional competence information directly in electronic format to ST (for example ePerehdytys certificate within the Finnish building industry).

The User warrants that it has secured the consent of its employees to processing and disclosure of their details on the service to the extent specified in the description of personal data file.

The User shall ensure that the details that it uploads to the Ilmoita service are valid, particularly with respect to information on the employer of an employee. The User may not notify persons employed by its subcontractor, partner or some third party as its own employees.

3. The Valtti card

The Valtti card is a photographic identification card for use at building sites in accordance with the Occupational Safety and Health Act. There are two cards in the card package: The Valtti smartcard and the photographic personal identity card required on worksites. The Valtti smartcard relies on RFID technology.

The details on the smartcard are recorded in the electronic card database of ST, from which they can be retrieved for worksite use. At least the following details are held in the card database: the name, photograph and tax number of the employee, the name and business ID of the employing enterprise, and the validity period of the card.

The Valtti card package exists as a basic version and a business group version. The business group version features pre-printed card blanks and the ability to add proprietary applications to the smartcard as additional paid services. Deployment of the business group version requires a separate agreement with ST. The technical features of the cards will be described in the current user guide documentation.

4. Ordering Valtti cards

Self-service orders for Valtti card packages may only be placed by individuals with personal online banking credentials issued by a Finnish bank. A delivery address in Finland must be provided for self-service card orders. ST will separately specify the manner of delivering Valtti cards to Estonia.

Ordering and using Valtti cards requires the User to register for the tilaajavastuu.fi service. Following approval of the general terms and conditions of use and the special service-specific terms and conditions, a user already registered for the tilaajavastuu.fi service may also access the veronumero.fi service using the same credentials.

The User must upload and check the details of its own employees on the Ilmoita service before ordering Valtti cards. The User shall be liable for ensuring that the details on ordered cards are correct and include no typographical errors.

The estimated time required to deliver a basic version Valtti card package is 14 ordinary weekdays. Card packages will be sent by post to the User's delivery address in Finland provided in the order.

5. Approval of delivery

The User must notify ST of any defects in the Valtti card package in writing and without undue delay. The User must specify the defect and describe it in greater detail when ST so requests.

A delivery of cards shall be considered approved: (i) if the User fails to notify defects in writing within fourteen (14) days of the said delivery, (ii) if the User notifies approval of the delivery, or (iii) when ST has rectified defects due to ST that prevented approval and that were notified by the User in the foregoing manner and within the deadline, or (iv) when the User has begun using the card. The earliest of the foregoing times shall apply.

Defects that do not materially impair use of the card shall constitute no impediment to approving the delivery.

The User shall notify ST by e-mailing asiakaspalvelu@veronumero.fi without delay if a card fails to comply with the order or is otherwise defective. The User may order a new card free of charge if the defect is due to ST.

6. Validity, cancellation and renewal of a Valtti card

A Valtti card shall be valid for the validity period indicated on the card, after which it must be renewed by ordering a new card package and paying the associated fee. The User may deactivate the smartcard as required via the Ilmoita service, for example when the employee's employment ends.

ST shall be entitled to revoke Valtti cards containing incorrect or incomplete information and Valtti cards that have been used in a manner contrary to the terms and conditions of the card without notifying the User in advance.

7. Right to use a Valtti card

The User shall be entitled to use Valtti cards made for its employees and the electronic card database associated with the Valtti smartcard in its own in-house business operations for the validity period indicated on the card on condition that the details on the card or uploaded to the electronic card database are valid and that the card is only used by the employee to whom the card was issued.

The User shall also have a non-exclusive and non-transferrable right to use the Valtti smartcard and the software included therein for the validity period of the card. The User shall have no right to copy, make or commission modifications to the cards or smartcard software, or to reverse engineer, decompile or otherwise attempt to extract source code from the software on the smartcard. Copyright and other intellectual property

rights to the smartcard software, the electronic card database and their documentation shall remain the property of ST or of its licensors.

The User shall have no right to use the cards and electronic card database in order to provide them or the information therein as a service to third parties. The user shall have no right to surrender the cards or the information in the electronic card database to a third party except where expressly permitted under these special terms and conditions or in the user guide documentation for the smartcard.

8. Special terms and conditions for business group cards

A User seeking to conclude a business group agreement on Valtti cards shall be liable to ST for ensuring that it is entitled to conclude the agreement on behalf of all of the group companies designated. The User shall confirm the group companies falling within the scope of the agreement in writing by completing a form specifying the name and business ID of each group company, together with the name and contact details of its liaison person.

The User and the group enterprises that it represents shall approve the inclusion of information on the group companies in the tilaajavastuu.fi and veronumero.fi services in order to facilitate operability. This means that the group companies will have access to one another's employer and employee details and other information on the service.

The group companies falling within the scope of the agreement shall also be entitled, as agreed, to install their own applications and application data in the smartcards, such as locks, details of meals, parking spaces and gates. Uploading of data onto the card will require a second chip and a confidential encryption key supplied by ST for group use. The group companies shall remain responsible for their own applications and their use, as ST will be unaware of applications installed in the card other than those installed by ST. ST shall be in no way liable for the operation and storage of such applications and application data on the smartcard.

The prices of the group card will depend on the number of card blanks and Valtti cards ordered and on the chosen manner of delivery in accordance with the current price list at the time.

A group enterprise will be entitled to order cards through the ST online service. ST will send the cards by post to the delivery address that the group enterprise notifies electronically to ST. The minimum card package quantity in a group order is 1,000 cards. The printing house will create specific card blanks for the group enterprises, and the cards will be made on this basis. The procedure for ordering Valtti cards has two stages:

- (i) The manufacturing stage creates card blanks matching the graphic design of the Group. This stage includes designing, approving, pre-printing and printing of card blanks. The delivery period is within about 4-6 weeks of placing the order. Creation of card blanks requires the User to supply the requested materials in accordance with printing house guidelines. The User is responsible for its own card quality control (spelling, design, colour schemes, etc.) with respect to card blank printing.
- (ii) The ordering stage. Processing of orders may begin when the printing house serving as subcontractor to ST has indicated the end of the manufacturing stage. No further modifications may be made to the card blanks at this stage, and all group enterprise cards will be based on the same card blank. Cards may be ordered in accordance with normally agreed delivery times at the ordering stage. The delivery time is estimated at 3-7 ordinary weekdays. While issuing no binding undertaking to comply with this delivery time, ST and its subcontractor shall endeavour to supply cards within the said delivery time limits.

The printing house will indicate when fewer than 300 card blanks remain in stock. The User must decide at this point whether to order further card blanks. The minimum order is for 1,000 card blanks. The delivery period is about 1 month.

1. Application

These terms and conditions for Taito Competence Register service (hereinafter "the Service") shall apply to the Competence Register service provided by Suomen Tilaajavastuu Oy (hereinafter "ST") and the use of the content available through the Service. In addition to these special terms and conditions, the Service shall be subject to the general terms of use provided by ST and the terms of use for the Veronumero.fi service. These special terms and conditions complement what is provided in the general terms and conditions and the terms of use for the Veronumero.fi service. If these special terms and conditions are in conflict with the general terms and conditions provided by ST or the terms of use for the Veronumero.fi service (<https://www.tilaajavastuu.fi/kayttoehdot>), these special terms and conditions shall take precedence.

In these special terms and conditions, "user" shall refer to a company that has entered into an agreement with ST on the use of Taito Competence Register or Building Site Register service or another service using the data contained in Taito Competence Register service. "Employer" shall refer to a user who uses the Service to manage their employees' competence information and share this information with other users and third parties.

2. Content of the Service

Taito Competence Register is an additional service intended for employers in the construction sector in particular. It complements the Building Site Register and Ilmoita services provided by ST in a manner that enables an employer to: (i) collect, verify, monitor and maintain their employees' professional competence information and share this information by (ii) providing their employees with the Valttikortti card, which enables third parties to read their professional competence information using a card reader application compatible with the Service, (iii) authorising their contract partners to access the professional competence information, and (iv) sharing their employees' professional competence information, by means of entries in the Building Site Register service, with other automatically identified users, such as client companies, or the main implementing parties or construction companies operating on a joint construction site, to ensure that statutory and contractual obligations are fulfilled and to ensure safety at work. The professional competence information contained in the Service can be viewed using applications provided by ST or third parties included in its partnership programme. Such applications either read the Valttikortti card presented by an employee and retrieve their information from the Service using their Valttikortti credentials or retrieve their information from the Service through an interface provided by ST, using credentials authorised to retrieve the employee's information.

The Service contains employees' professional competence information that has been entered into the Service by the employer, as well as such professional competence information provided and maintained by third parties that is supported by the Service at any given time and is entered into the information for an employee included in the Ilmoita service directly by the third party that granted the qualification or maintains the competence information.

As part of the Service, the total number of valid professional qualifications held by the employees of an employer that is published in the Service by category shall be published free of charge in the Zeckit.fi service provided by ST and in other corporate information services provided by ST and/or its partners that make use of the information contained in the Zeckit.fi service.

The content and technical requirements of the Service are described in the service description of the Competence Register service as it stands at any given time. ST may use subcontractors to provide the service.

3. Changes

The services shall be provided using ST's delivery models, methods and data communications connections, which ST shall be entitled to change in accordance with its general terms of use. ST's delivery models and methods shall belong exclusively to ST and/or its subcontractors. No rights to these shall be granted to the user.

The user shall be aware that third parties independent of ST (such as parties providing occupational safety cards and competence certificates and the authorities granting statutory professional qualifications) may make changes to their services and prices that may affect the content, implementation and price of the Service provided by ST. ST shall agree to inform the user about any changes in the service and prices that arise from changes implemented by third parties, as far as possible, within reasonable time in advance via the user interface of the Service. However, the user shall be aware that the functionality of the Service

provided by ST may depend on such changes and decisions implemented by third parties, and the changes arising from them shall take immediate effect.

4. General obligations of the service provider

ST shall be responsible for maintaining the person register and for carrying out the tasks it is authorised to perform on behalf of the employer. ST shall agree to provide the employer and other users with the Service in an expert, professional manner and in accordance with the service description as it stands at any given time. However, ST shall not be responsible for ensuring that the Service is uninterrupted or free from errors. If deviations are detected in the Service, the user shall immediately inform ST about this in writing. ST shall restore the Service to comply with the agreement without undue delay.

5. Personal data to be collected

The employer shall use the Service to store its employees' professional competence information and data concerning the validity of this information, as well as any other information required by the Service.

The employer shall serve as a controller in accordance with the Personal Data Act (523/1999) with regard to the information that the employer stores in the Service. For this reason, the employer shall be responsible for ensuring that the personal data in its company-specific register of employees is processed, disclosed and stored in accordance with the legislation as it stands at any given time. ST shall be responsible for maintaining the person register and for carrying out the tasks it is authorised to perform on behalf of the employer.

ST shall process the personal data stored by the employer in the Service in accordance with the Personal Data Act and other applicable laws and with what is provided in more detail in the file description for Taito Competence Register service. The current file description for Taito Competence Register service is available on the ST website.

ST maintains a customer register of the users. The current file description for the customer register is available on the ST website.

6. Employer's authorisation to the service provider

By creating user credentials for the Service and approving these terms and conditions, the employer shall authorise ST

- to create an electronic Competence Register on behalf of the employer with the help of a technical usage connection;
- to check the accuracy and validity of certain competence information provided by the employer, in cooperation with parties that grant or monitor professional qualifications;
- to disclose an employee's competence information that has been entered into the person register to other users of the Service who are, based on current laws, entitled or obligated to receive such information or who are, based on an agreement made with the employer, entitled to check competence information related to the employer's employees;
- to disclose, based on a single or mass transfer request, information entered into the register to the Finnish authorities responsible for the implementation and monitoring of the Act on the Contractor's Obligations and Liability when Work is Contracted Out, or laws concerning occupational health and safety or taxation, and for the elimination of the shadow economy.

The employer shall be responsible for ensuring that they are entitled

- to acquire competence information from the employee; and
- to disclose and transfer such information within the Service to other users of the Service, and to third parties by means of the Valttikortti card.

For the sake of clarity, it is stated that, due to the nature of its duties, ST shall have access to specific data in the person register and shall be entitled to process such data when ensuring the accuracy of the Service, correcting errors contained in the data, transferring data to the Finnish Tax Administration and providing assistance with requests made by the authorities with regard to imperative legal provisions.

7. User's right to use the Service and the material contained therein

The employer shall be entitled to access the Service for internal use in accordance with these special terms and conditions and the file description for the Service. As the controller of its company-specific register of employees, the employer shall be entitled to process its employees' professional competence information

that has been entered into its own list of employees ("register of employees"), for purposes that are in line with the file description.

Other users shall be entitled to process the professional competence information related to the employer's employees to fulfil their obligations with regard to the Tax Number Act and the Occupational Safety and Health Act, as well as any other applicable laws as they stand at any given time, or any agreement they have made with the employer.

The user shall be entitled to store material included in the Service on a computer controlled by them, and to print and copy such material, only for the purposes provided in the file description. With regard to storing the material acquired from the Service, the user shall comply with the obligations provided in the legislation as they stand at any given time.

The user shall not be entitled to otherwise transfer any material acquired from the Service to a third party or disclose it to the public by way of distribution, transfer, presentation or display, unless specifically permitted to do so by ST or another licence holder in writing in advance. The user shall not be entitled to make copies or have copies made of the content or databases of the Service.

ST shall be entitled to prevent the Service from being used if it has justified reasons to believe that the Service is being used against its purpose or the current legislation. The user shall be liable for any damages arising from their violation of these special terms and conditions, the special terms and conditions concerning the Veronumero.fi service, the general terms of use provided by ST, or the law.

8. Service provider's right to process and disclose information

ST shall process the information stored in the Service only for purposes related to providing the users with the Service. ST shall not be entitled to use the information stored in the Service in ways other than those described in these special terms and conditions and the file description.

ST shall be entitled to disclose the employer's information entered into Taito Competence Register to other users and third parties in accordance with what is described in these special terms and conditions and the file description.

In addition, ST shall be entitled to disclose information entered into the Service to fulfil its statutory obligations and requests made by the authorities based on the legislation, without consent from the employer or another user.

Furthermore, ST shall be entitled to combine the information stored in the Service about an employee with information entered into the Service in another context (e.g. special work permits) to the extent that it is related to the user's right to check information concerning the employee, in the capacity of an employer or client or in another role, based on the legislation concerning the construction sector or other legislation.

9. Prices and terms of payment

ST shall charge for the usage of the Service in accordance with the price list as it stands at any given time.

The term of payment shall be 14 days from the invoice date. Penalty interest shall be charged in accordance with the Interest Act.

10. Termination of the Service

The agreement concerning the Competence Register service shall be terminated automatically at the end of the user's service agreement concerning the Building Site Register.

Either party shall be entitled to terminate the agreement concerning Taito Competence Register service with 30 days' notice. The agreement must be terminated in writing to the other party. The user's main user may also terminate the agreement on the website of the Service. Either party shall be entitled to terminate the agreement with immediate effect, without notice, if the other party is in material breach of the agreement. However, if the violation of the agreement can be corrected, the requirement for immediate termination shall be that the party in breach of the agreement has not corrected their violation of the contract within 30 days of having been requested to do so by the other party in writing. When the contract is terminated, ST shall not be obligated to return any service fees that have been paid.

The right of access to Taito Competence Register shall cease to exist when the agreement is terminated. The employees' competence information that has been entered into Taito Competence Register shall be stored as historical data to ensure continued access for other users who are, based on current laws, entitled or obligated to receive such information or who are, based on an agreement made with the employer, entitled to check previously recorded professional competence information related to the employer's employees. Historical information shall be kept available for a maximum period of 15 years after the validity period of the professional qualification.