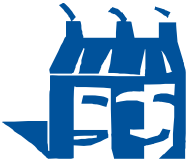




Terms and conditions of use for electronic services

Terms and conditions of use for the User





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TERMS AND CONDITIONS OF USE FOR ELECTRONIC SERVICES

Terms and conditions of use for the User

1 General points

These Terms and conditions of use apply to the online services (e-services) provided by the Population Register Centre. The services enable electronic application and electronic administration of the services that the Population Registration Centre provides for its customer organisations. The Service is used by User organisations and Users, who are their representatives.

The User shall accept these Terms and conditions of use as binding to him/her before he/she can access the Service.

Acceptance of these Terms and conditions does not eliminate the User organisation's obligation to apply for a separate authorisation or similar from the Population Register Centre or its potential obligation to accept additional special conditions set by the Population Register Centre as a condition for using its services.

2 Definitions

Customer account refers to a User organisation's online service account which has been created in the Service and which the User organisation's Users can access.

User organisation refers to an organisation that utilises the Service.

User refers to a person representing the User organisation who utilises the Service or a part thereof for the account of the User organisation, and whose role corresponds to the user role defined more accurately in the Service. The User may also be a person representing the User organisation's supplier or some other person appointed by the User organisation.

Service refers to the Population Register Centre's online services.

Suomi.fi service administration refers to the self-service portal for service providers. Through the portal, service providers can familiarise themselves with, start using and manage their Suomi.fi services.

Service provider refers to the Population Register Centre, which provides the Service.

Suomi.fi identification enables the digital identification of Users in the Service. Suomi.fi identification is a strong electronic identification service provided and administered by the Service provider.

Intermediary refers to the Population Register Centre's partners or other parties that handle service application and administration processes on behalf of other organisations following a centralised operating model.

3 Service description

The online services are described in the service description published by the Service Provider.



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A more detailed description of the service and its operating principles is provided online at <https://eevertti.vrk.fi/asiointi>.

4 Modifications in the Service and its Terms and conditions

The Service provider has the right to modify the content, operation and Terms and conditions of use of the Service in order to develop the Service or for some other reason that the Service provider considers justified.

The Service provider has got the right to modify these Terms and conditions of use once it has given a notification about it through the Service or in a similar way.

If the Service provider modifies these Terms and conditions, the User will accept the modified Terms and conditions by continuing to use the Service. The Service provider may also require the User to accept the modified Terms and conditions by accepting them in the Service or by some other way determined by the Service provider. The Service provider may set a deadline for acknowledging the modified terms and conditions.

5 Deployment of the Service

In order to start using the Service, the User organisation and the Users shall be registered, any other information required by the Service provider shall be submitted, and the terms and conditions of Service use shall be accepted.

An organisation can register for the Service if it has a Finnish or a foreign business ID.

The User represents the User organisation in the Service. At the beginning of the registration process, the User identifies himself/herself in the Service through the Suomi.fi identification service. The Suomi.fi identification service forwards the defined information of the authenticated person to the Service. The User continues the registration based on then forwarded information. The User will next fill in the required information about himself/herself and the User organisation he/she represents in order to create a Customer account for the User organisation.

Before sending the registration form, the User accepts the Terms and conditions of the Service. At the same time, the User shall, on behalf of the User organisation he/she represents, give the Service provider permission to deliver to the User organisation's Customer account the decisions or similar information relating to applications or similar documents that have been submitted in the Service. If the User organisation acts as an Intermediary, the User of the Intermediary shall, on behalf of the Intermediary organisation he/she represents and its customer organisation, give permission to notify of decisions or similar information to the Customer account of the Intermediary. The User shall ensure that he/she has a sufficient level of authority to give the permission. The User organisation and the Intermediary shall ensure that the documents required to prove this authority are stored. The credentials or the content of the authorisation are not submitted to the Service provider unless this is specifically requested by the Service provider at some stage when using the Service.

If the User has been invited to register as a User of an existing Customer account, the User does not need to fill in any details about the User organisation he/she represents.



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In case of modifications, registration and submission of the User organisation's or the User's details can be completed in the Service or in some other way as required by the Service provider.

Information on User organisations and Users is forwarded to actors who are responsible for the technical provision of the Service and, in certain processes, to Intermediaries, to the extent it is necessary for providing the Service or applying for and administering the services provided by the Population Register Centre.

6 Parties to the Service and their tasks

6.1 Parties to the Service

The Population Register Centre provides the Service and the Suomi.fi identification process utilised in the Service. The Population Register Centre has purchased production services related to the Service from third parties under contracts, and outsourced responsibility for the continuity of Service production and management of disruptions under a contract.

User organisations utilise the Service to apply for and administrate the services of the Population Register Centre.

In the Service, Users act on behalf of the User organisation.

6.2 Service provider's rights and obligations

The Service provider is responsible for providing the Service and developing it. The Service provider shall ensure that the Service meets legislative requirements. The Service provider has the duty to fulfil its obligations, ensuring that the Service is provided with as little disruption as possible and with a high standard of information security.

The Service producer is responsible for providing the User organisation with the necessary instructions for accessing the Service and support for using the online services. The Service provider shall maintain the production environment, provide other support services, and receive and process fault reports.

The Service provider is entitled to receive adequate and necessary information on the User organisation required in the registration and other Service use phases. The Service provider is entitled to receive from the User organisation, the Intermediary or the User adequate and necessary information required for investigating faults and errors or suspected abuses.

The Service provider has the right to modify the content, operation and terms and conditions of use of the Service in order to develop the Service or for some other reason that the Service provider considers justified. For example, the Service provider has the right to modify the functionalities or interfaces of the Service.

The Service provider has the right to collect information on Service use for statistical purposes and to publish statistical information.

The Service provider shall investigate fault situations and suspected abuses for their part and, if necessary, in cooperation with User organisations, Intermediaries and Users or other parties. The



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Service provider is responsible for the systems, applications and interfaces of the Service as well as for investigating and coordinating fault situations.

When processing data for which it is responsible, the Service provider has the obligation to ensure that information security and data protection are not put at risk.

6.3 User organisation's rights and obligations

The User organisation shall meet any obligations that it is responsible for fulfilling. The User organisation shall comply with these Terms and conditions of use.

The User organisation is entitled to receive from the Service provider adequate information required for registering for the Service and continuing Service use after any modifications.

The User organisation shall investigate any suspected abuses for their part and, if necessary, in cooperation with the Service provider or other parties.

6.4 User's rights and obligations

The User shall meet any obligations that he/she is responsible for fulfilling. The User shall comply with these Terms and conditions of use.

When registering, the User shall submit the personal and other details about himself/herself and about the User organisation he/she represents required by the Service provider.

The User shall keep the information submitted to the Service provider up to date and provide without delay any information that has changed through the Service or in some other way as required by the Service provider. The User shall, on his/her own initiative, ensure that any incorrect, inadequate or outdated information provided previously is corrected.

The user is responsible for Service use under his/her user ID and password. The User is responsible for keeping the password secret.

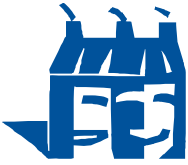
The User shall investigate any suspected abuses for his/her part and, if necessary, in cooperation with the Service provider or other parties.

7 Data processing and protection of privacy

7.1 Processing of personal and other data and protection of privacy

The Service provider processes personal data in the Service. The Service provider provides for and ensures for its part that personal and other data is processed appropriately, and that personal data is processed without putting information security or protection of privacy at risk. The Service provider ensures for its part that the necessary declarations and descriptions related to processing personal data are drawn up and published.

The Service provider processes personal data in its Service, in its customer and user register, and in its other registers as stated in more detail in the descriptions of file of the Service. Data on the User organisations, Intermediaries, contact persons and Users is saved in the registers of the Service as stated in more detail in the descriptions of file of the Service.



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Description of file of the Population Register Centre's customer register and register of online service users

Description of file of the Population Register Centre's online service event log file

Description of file of the Population Register Centre's online service log file

The service provider has the right to process and disclose personal data in compliance with the Personal Data Act and other legislation as well as in the manner described in closer detail in the description of file.

After termination of a customer relationship or Service provision, the data will be kept on file for the time period required to meet statutory obligations.

7.2 Cookies

The Service uses cookies for authenticated and unauthenticated Users of the Service. Permission to use cookies is requested only once, after which the permission is valid for one year.

8 Ownership and other IPR rights to the Service

The ownership of the Service and other IPR rights belong to the Service provider or the supplier that was responsible for the development of the Service. The ownership and other IPR rights to the information material the Service provider maintains in its own registers and the services it provides belong to the Service provider.

The obligations and terms related to ownership and other IPR rights shall also remain valid after Service use or provision has been terminated.

9 User organisation's and User's right to use the Service and the material contained in it

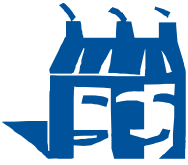
The User organisation and the User receive the right to use the Service according to these Terms and conditions, and to provide or utilise the Service when they act as an Intermediary.

The User organisation is not entitled to hand over material and content that has been received through the Service and is not in the public domain to third parties or to give the general public access to its content or part thereof by distributing, transmitting, presenting or displaying it publicly without the prior written consent of the Service provider or other holder of rights. The Terms and conditions related to these are agreed, for example, in the authorisations granted by the Service provider and in the agreements that are made.

10 Fees charged for the Service and distribution of costs

The Service and Service use are free of charge.

Details of the possible costs incurred or the payments applicable for the use of the Population Registration Centre's services that have been applied for through the Service are provided separately in the material related to the particular service. This material may have been published somewhere else than in the Service.



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11 Availability of the Service

While the Service provider does not guarantee that the Service will be available continuously, every effort will be made to ensure its uninterrupted availability. For more details on Service availability, see the service description.

In the interest of clarity it is stated that the Service provider shall at all times have the right to interrupt Service provision because of a modification, an upgrade or a technical reason related to the Service, due to repair, installation or service work of the telecommunications network or other similar reason, as a result of an information security threat or incident, or when this is required by legislation or an order issued by an authority.

12 Notification of outages and fault situations in Service provision

Where possible, notifications of outages and fault situations in Service provision will be given in the Service or on Eevertti, the Population Registration Centre's website for customers, at eevertti.vrk.fi, or in a similar manner as soon as possible after a fault situation has been detected. A similar manner may be, for example, a notification in the Customer account or an email.

Notifications of outages will be given in advance where possible.

13 Service provider's right to prevent Service use

For a justified reason, the Service provider has the right to refuse to approve a User organisation or a User as a user of the Service.

The Service provider may decide to prohibit Service use or prevent a User organisation or a User from using it altogether or partly for a justified reason. The Service provider has the right to prevent a User organisation or a User from using the Service, for example, in the following situations:

- if the User organisation or the User violates these Terms and conditions of use or violates generally accepted practices or the law, or it is justified to suspect this, or
- if the User organisation or the User utilises the Service in a manner that puts at risk the information security or data protection of the Service, or the information security or data protection of another service, register or similar connected to the Service.

The Service provider always has the right to limit Service use for a justified reason, for example if, without such limitations, the information security or data protection of the Service could be at risk, or if the information security or data protection of another service, register or similar connected to the Service could be put at risk.

14 Information security and the related requirements

The Service provider is responsible for the information security of the Service in compliance with the valid legislation. For the part of tasks that are the responsibility of the Service provider, the Service provider's valid information security practices shall be complied with.

The User organisation and the User accept the implementation of the Service as it is.



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The Service provider may make Service use conditional on fulfilment of specific information security requirements applicable to the User organisation and the User. The Service provider may modify the aforementioned requirements by making them more stringent.

The Service provider notifies those parties who utilise the Service if the service is targeted or threatened by a significant information security violation or other incident that prevents the functioning of the Service or essentially interferes with it, or puts information security at risk. The Service provider assesses on a case-by-case basis whether a notification can be sent. The notification contains information about how long the disruption or the threat of disruption is estimated to last. In addition, the Service provider shall send a notification when the disruption or the threat of disruption is over.

The User organisations and Users shall be notified of any information security incidents and threats observed as stated in section 12 *Notification of outages and faults in Service provision*.

15 Hardware, software and connections

The User organisation and the User shall be responsible for procurements of hardware, software and network connections required to use the Service, their functioning and the costs incurred for them, as well as for ensuring that they do not cause interference or other disruption to the Service or other network users.

16 Service provider's liability and its limitations

The Service provider is liable for the quality of the Service and for ensuring that the Service is generally suitable for its purpose, secure, as reliable as possible and user-friendly.

The Service provider shall not be liable to the User organisation or a third party for:

- possible false information in the third-party information sources that are utilised when the Service is used
- any action in breach of the Terms and conditions of use or the legislation, and the ensuing losses
- temporary malfunctions that prevent the use of the Service, outages due to service or installation work of the Service for which advance notification has been given, or outages due to installations or repairs that are critical for the functionality and information security of the Service, or
- technical faults beyond the Service provider's control or any outages of the telecommunications network or the Internet.

The Service provider's liability is exclusively limited to the Service and the integrity and correctness of the data processed and offered in the Service to the extent that it is processed in the Service or disclosed through the Service, and to the extent that the Service provider is liable for the systems and servers used to process data or to disclose it.

The limitation of liability does not apply to situations where losses are incurred as a result of the Service provider's intentional act or gross negligence.



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17 Non-disclosure and confidentiality

The Service provider applies the provisions of the Act on the Openness of Government Activities (621/1999) in its activities. According to the Act on the Openness of Government Activities, official documents shall be in the public domain, unless otherwise provided.

When communicating about the Service, the Service provider and the User organisation shall mark any documents or document sections that are secret, also in the material of any subcontractors.

The non-disclosure obligation referred to in this section does not apply to material and data that are required to be published as part of the Service or its use.

18 Force majeure

A force majeure shall release the Service provider from any obligations related to the Service if it prevents a performance related to the Service or makes it unreasonably difficult. For example, a force majeure may be a war, insurgency, civil unrest, compulsory acquisition or confiscation by an authority for a public need or another order, a strike or a work stoppage, an act of god including an earthquake or a flood, interruption in public traffic or energy supply, a disruption in energy supply, shortage of raw materials or accessories, a cable fault or other data communication outage caused by or within the control of a third party, or other reason that was not known in advance and that could not reasonably have been anticipated.

Where possible, the Service provider shall give notification of a force majeure as stated in section 12 *Notification of outages and faults in Service provision*

19 Reporting

The Service provider shall monitor quality deviations, outages and fault situations as well as information security and data protection incidents in the Service and the implementation of repairs associated with them, and report on them to different parties. Reports related to the Service can also be published in the Service if the Service provider decides to do so.

20 Monitoring and control

The Service provider shall monitor and control Service use as well as the implementation of information security and data protection and the legality of data processing in the utilisation of the Service.

In order to enable ex post control, event and log data on Service use and other processing of data shall be maintained. If there is cause to suspect abuses, the event and log data make it possible to investigate who or which party has used the Service or processed the data.

The Service provider has the right to obtain information required by it on Service use from a User organisation or a User within a deadline set by it.



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21 Service audits

The Service has been audited before introducing it in production. In addition, the Service provider, a third party appointed by it or an authority supervising the Service provider may carry out audits on the Service during production or when modifications are made to the Service.

User organisations shall not have a right to audit the Service or inspect it.

22 Transfer of rights and obligations

The Service provider shall be entitled to transfer the right to provide the Service and the associated rights and obligations fully or in part to another central government unit to which some of the Service provider's tasks may be transferred.

The user Organisation shall ensure that the information submitted to the Service is correct and that possible changes are made without delay or in advance where possible. The User organisation shall ensure that the information is correct and that possible changes are made without delay or in advance where possible, also as regards those services that are applied for and managed through the Service and have been granted to the User organisations. After this, the Service provider will assess the User organisation's right to utilise the granted services. The User organisation shall contact the Service provider in such situations.

23 Discontinuation of the Service

The User organisation and the User have the right to discontinue Service use at any time without giving a reason. The User organisation and the User may discontinue their Service use by giving notification of this in the Service or in some other manner as required by the Service provider. However, services applied for in the Service of the Service provider cannot be applied for any other way, so the User organisation cannot terminate Service use if it wants to continue to use the services granted to it and administer the other Services of the Service provider.

The User can remove the access rights to the Service of another User in his/her User organisation. If the User organisation only has one (1) User, this User cannot remove his or her own access rights to the Service.

The Service provider has the right to remove a User's access rights for a justified reason. The Service provider may also remove a User's access rights after receiving a request to do so, if he/she is the only User of the User organisation and the organisation no longer needs the Service, for example if the User organisation ceases to operate. Termination requests are made by sending a message to the Service provider through the Service.

The Service provider has the right to discontinue Service provision fully or in part for a particularly weighty reason. The Service provider may close down or suspend the Service if there is reason to suspect that the information security of the Service is under threat or that the functionality of the Service does not comply with the requirements.

The Service provider also has the right to terminate Service provision to a certain User organisation or to withdraw the user rights of a certain User on grounds set out in section 13 *Service provider's right to prevent Service use*, or if there is justified reason to suspect other abuses. Service



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provision may be terminated or a user right withdrawn with immediate effect. If the Service provider finds that immediate termination is not necessary, it will give written advance notification of the termination and its grounds.

The Service provider shall not be liable for any losses of income or other losses incurred for the termination of Service use or provision to User organisations or other parties.

24 Applicable law and resolution of disputes

The Finnish law shall be applied to the Service, excluding provisions on the selection of law.

The Service provider's decisions related to Service use and preventing Service use are administrative decisions, and any disputes associated with these shall be resolved in an appeal procedure. Instructions for appealing are attached to a decision issued by the Population Register Centre. A claim for a revised decision can be made, and the decision can be appealed following the instructions.

Instructions for claiming a revised decision and appeal instructions

Primarily, an attempt shall be made to resolve any other disputes by negotiations between the parties.