

General delivery terms of the Telia Identification service for business customers

1 Scope

1.1 These delivery terms shall apply to identification services provided by Telia Finland Oyj or a company within the same Group (hereinafter referred to as "Telia") to a business customer (hereinafter referred to as the "Customer") unless otherwise agreed between Telia and the Customer. The special terms and conditions specified in the agreement shall also apply to the services. The precise content of the service and the applicable special terms and conditions are specified in the agreement between Telia and the Customer (hereinafter referred to as the "Agreement").

2 Conclusion and transfer of agreement

2.1 The Parties shall agree on the service in writing and electronically. The Agreement shall be concluded when the Parties have signed the Agreement or when Telia has accepted an order placed by the Customer and delivered an order confirmation to the Customer. However, the Agreement shall always be considered concluded no later than when the service has been provided to the Customer. If the Customer is required to pay an advance payment or deposit in accordance with section 8.4, the Agreement shall only be concluded when the Customer has paid the advance payment or deposit as demanded.

2.2 Neither Party shall be entitled to assign this Agreement to a third party without the other Party's prior written consent. However, Telia shall be entitled to assign the Agreement in whole or in part without the Customer's consent to an entity within the same Group as Telia and to a third party to which the business referred to in the Agreement has been transferred in whole or in part. The Customer will be notified of the assignment in advance. In addition, Telia shall be entitled to transfer its receivables under the Agreement to a third party. After notification of the transfer of receivables, payments can only be acceptably settled with the transferee.

3 Order and provision of service

3.1 The service shall be ordered in accordance with Telia's instructions and provided in accordance with the applicable Telia delivery model.

3.2 Telia shall provide the service by the agreed delivery date or, if no delivery date has been specifically agreed upon, within a reasonable time of the conclusion of the agreement. Telia shall be entitled to change the date of provision to a date that it deems suitable based on causes or circumstances beyond Telia's control or other unforeseeable events that Telia could not reasonably have avoided.

3.3 The Customer must contribute to the provision of the service to the best of its ability. The Customer shall provide Telia in good time with sufficient and correct technical and other information for the provision of the Service in the format and manner requested by Telia and inform Telia in good time of any changes in the information it has provided, as well as of any other matters of relevance to the provision of the service. The Customer shall be liable for the content, accuracy and coverage of the information, instructions and rules it provides to Telia, as well as for the suitability of the services for the Customer's purpose of use.

3.4 The Customer must inspect the service immediately after provision. The provision shall be considered accepted unless the Customer submits a written complaint of an observed error within 14 days of the provision of the service. Notwithstanding a complaint, the provision shall be considered accepted unless there is an error in the service in accordance with section 5.1. The Customer shall be liable for the inspection, as well as for the completion and costs of testing that is not included in the service. The Parties may reach a separate agreement whereby Telia shall test the functionality of the service at the Customer's expense.

3.5 The provision shall not be considered delayed if a deviation in the service or the provision of the service does not materially disrupt the use of the service for its planned and intended purpose.

3.6 If provision is delayed for a reason attributable to the Customer or a third party, the delivery time shall be extended until the reason for the delay has been eliminated.

4 Provision of the service

4.1 Telia shall be entitled to provide the service in accordance with the Agreement as it sees fit. Telia shall be entitled to make changes affecting the technology and use of the service. Changes shall be made in such a way as to minimise the potential disruption to the Customer. If the changes require changes to the Customer's technical environment or software, the Customer shall take care of the changes at its own expense. Telia shall give the Customer reasonable notice of any changes affecting the service.

4.2 Telia shall be entitled to use subcontractors to discharge its obligations under the Agreement. Telia shall be liable for the work of its subcontractors as if it were its own. Providers of identification devices are not considered Telia's subcontractors and they do not operate on Telia's behalf; such providers are independent businesses providing identification services.

4.3 Telia may discontinue provision of the service or certain features of the service for a justified reason on the date it specifies. In such cases, Telia shall also be entitled to replace the service with a different service with a standard of technical capacity and availability at least equivalent to the original service or feature. The price of the replacement service may differ from the price of the original service. The Customer shall be liable for all of its obligations in accordance with these delivery terms with regard to the replacement service, particularly the provision of the information referred to in section 3.3. Telia shall inform the Customer of such changes no later than sixty (60) days before the change takes effect. If the Customer does not accept the replacement service offered by Telia, the Customer must inform Telia in writing within 30 days of receiving the notification concerning the discontinuation of Telia's service or part thereof; otherwise, the Customer will be considered to have accepted the replacement service. If Telia does not offer a replacement service, Telia shall be entitled to end the Agreement with regard to the discontinued service or feature on the date when the provision of the service or feature is discontinued.

4.4 Telia shall be entitled to suspend the provision of the service or part thereof if necessary for the purpose of development, fault rectification or maintenance or for the information security or data protection of the service. Telia shall endeavour to ensure that the suspension is brief and that it causes the minimum possible disruption to the Customer. Telia shall communicate any suspensions of which it has prior knowledge to the customer on its web page and by email, which will be sent to the email address provided by the customer.

4.5 There may be shadow areas and local or temporary interruptions or deceleration in the operation of the services for reasons related to data transmission and the characteristics of public communications networks. Minor technical deficiencies that do not materially affect the use of the service may arise. For these reasons, Telia cannot guarantee the uninterrupted functionality of the services in every location.

4.6 Telia shall be liable for the appropriate information security of its service. Telia shall not be liable for any disruption in the public internet, the information security of the public internet or any other factors beyond Telia's control that may hamper the use of the service. Telia shall not be liable for the information security of the customer, the person being identified for the service (hereinafter referred to as the "user") or the provider of

Company information

Telia Finland Oyj
Teollisuuskatu 15, FI-00510 HELSINKI
Registered office: Helsinki
Business ID 1475607-9, VAT No. FI14756079

General delivery terms of the Telia Identification service for business customers

the identification device or other third party networks, connections, devices or services.

- 4.7** Telia may take action to avert information security violations and to eliminate disturbances affecting information security if such actions are necessary to secure the service or. Telia shall take measures proportional to the severity of the disruption and it shall stop when there are no longer grounds for measures to be taken. Telia shall provide notification of information security threats, means of safeguarding against threats, actions to take and the impacts of said actions on its website (www.telia.fi) or by other appropriate means.

5 Service defect, service maintenance and fault rectification

- 5.1** The service is considered defective if it materially deviates from the features specified in the Agreement and the deviation substantially hinders the use of the service in accordance with the Agreement.
- 5.2** The following circumstances are not deemed defects:
- defects in the service caused by an act or omission of the customer or other person using the service, or by a factor for which the Customer or other person using the service is responsible;
 - defects in the service caused by the flawed condition of devices or technical environments, such as end devices or networks, for which the Customer or a third party is responsible;
 - an interruption that is not continuous or repeated and that can be regarded as insignificant considering the reason and circumstances (e.g. occasional temporary service breaks);
 - interruptions caused by maintenance work;
 - a deficiency in the service or an interruption due to the telecommunications network outside the service; or
 - a deficiency in the service or an interruption caused by a virus or other external attack targeting the services or technical environment of the customer or a third party.
- 5.3** The Customer must inform Telia of a defect immediately upon detecting it. Telia shall rectify defects detected in the service according to the Agreement or within a reasonable time if no separate agreement has been made on fault rectification. Telia shall take fault rectification measures on weekdays (not Saturdays) between 8 am and 4 pm or at a separate specified time (the "General Fault Rectification Hours"). Telia shall endeavour to rectify faults as quickly as possible during the General Fault Rectification Hours. At times outside the General Fault Rectification Hours, faults may be rectified subject to separate agreement and the Customer may be charged for the rectification work in accordance with the price list.
- 5.4** Telia may conduct maintenance work on its services. Efforts will be made to inform the Customer of maintenance work affecting the Customer's services at least 5 days before the planned maintenance measures unless the nature of the maintenance work is such that it cannot be postponed. Telia shall not be liable for the functionality of the service during maintenance work.
- 5.5** Maintenance shall not cover the rectification of faults caused by factors that are independent of Telia or for which the Customer is responsible, such as:
- the incorrect use of the service, carelessness or failure to comply with instructions for use or maintenance or the technical environment requirements; or
 - websites, platforms, connections, software or specifications that are beyond the scope of the service or changes, corrections or connections that were not made by Telia.
- 5.6** If the Customer connects faulty or disruptive software to the service and the Customer or a third party is responsible for the software or if a fault reported by the Customer is caused by the

technical environments, connections, specifications or software for which the Customer or a third party is responsible or has in their possession, the Customer shall be obliged to compensate Telia for any damages.

- 5.7** Telia shall be entitled to receive compensation from the Customer for the work and costs involved in investigating and rectifying faults due to a fault report if the fault is not due to Telia or a factor for which Telia is responsible or if the Customer's fault report is unfounded. Unless otherwise agreed, the compensation shall be determined in accordance with Telia's applicable general price list and the realised costs.
- 5.8** Telia's liability for defects in the service shall be limited to rectifying the faulty service for which Telia is responsible or to re-providing the faulty service.

6 Use of the service

- 6.1** The Customer shall be entitled to use the service only for its intended purpose and to the extent agreed in the Agreement or stated in the special terms and conditions applying to the service, the instructions of use or the identification principle for the specific identification device. For example, the Customer shall ensure that:
- the use of the service does not cause loss or damage to Telia, the user or the identification device provider or a third party;
 - the Customer's use of the service does not jeopardise the information security or accessibility of the service or infringe the rights of Telia or other parties, contravene good practice or violate the provisions or recommendations of laws and the authorities, including data protection regulations;
 - the Customer's own transaction services are technically implemented in a way that prevents the financial security, data protection and information security of the user using the Customer's service, Telia and the identification device provider from being jeopardised;
 - the Customer provides and markets its own transaction services appropriately and in compliance with legislation, official regulations and good practice;
 - the services and responsibilities of the Customer, Telia and the identification device provider cannot be confused when the Customer's transaction services are marketed.
- 6.2** The Customer may only use the service in its own business and for identifying its own users. The Customer shall not be entitled to offer service on behalf of another company, nor to sell, resell, license or hand over the service to third parties unless expressly agreed in writing between Telia and the Customer.
- 6.3** The Customer shall be liable at its own expense for the subscriptions, security, software, licences and networks that are required in order to use the service but are not included in the service (including the networks on the customer's premises and the premises of third parties), including the purchasing, information security, data protection, documentation and maintenance thereof.
- ## **7 Restrictions to the use of identification devices**
- 7.1** Identification events may only be sent to the Customer for a transaction service intended for the EEA. If the Customer offers its transaction services in countries other than Finland, the Customer should ensure that the service and operations are arranged in accordance with this Agreement and the legislation and official regulations in the target country.
- 7.2** Buttons for or links to specific identification devices must not be added to emails.
- 7.3** Identification events cannot be sent to a service that is offered by or under the control of an entity subject to international sanctions.



General delivery terms of the Telia Identification service for business customers

- 7.4** Identification events must not be used or sent in breach of the Agreement, Finnish legislation, legislation in the country where the service is offered, or good practice.
- 7.5** Identified users must not be transferred to another transaction service as strongly identified users or, for example, to a different service. Users may be transferred to another service provider as not strongly identified users only if the provision of the service is a part of the Customer's own portal.
- 7.6** The other restrictions concerning identification devices are listed in the service description and in each identification device's identification principles, which are available on the websites of the identification device providers and the Ministry of Transport and Communications. The Customer undertakes to ensure that it does not enable identification devices to be used in contravention of the restrictions applying to them.
- ## **8 Fees and terms of payment**
- 8.1** The Customer shall be obliged to pay the agreed fees for the service and the use of the service to Telia or, if any of the fees are not specifically agreed upon, the fees shall correspond to Telia's applicable general price list. Telia's general price list is available at www.telia.fi or by contacting Telia's customer support. The applicable rate of value-added tax will be added to the prices unless otherwise stipulated in the relevant legislation. Telia shall decide upon the invoicing period for its services and on the means of payment and delivery of the invoice unless otherwise agreed.
- 8.2** The Customer shall be liable for any unauthorised use of the service and for paying Telia the fees charged for the service in the event that a party other than the Customer has used the service. However, the Customer shall not be liable for paying fees charged for the service if the Customer can demonstrate that the unauthorised use of the service was not due to the Customer's negligence. Telia shall be entitled to ask the Customer to submit documentation such as the criminal offence report, pre-trial investigation record or other reliable documentation in order to assess the standard of care observed by the Customer.
- 8.3** Any complaints regarding invoices must be submitted in writing before the due date. Customers who have filed a complaint must nevertheless pay the undisputed part of the bill by the due date. If an invoice complaint is determined to be unfounded, the Customer must pay the invoice, including penalty interest, within two weeks of being notified of the outcome of the complaint.
- 8.4** Telia shall be entitled to check the credit information of the Customer and the user and request an advance payment or deposit from the customer if Telia deems this necessary in order to secure its receivables based on the Customer's credit information, payment history, or other justifiable reason. Telia shall not pay any interest on advance payments or deposits. Telia shall be entitled to deduct its overdue receivables, penalty interest and collection expenses from the deposit or advance payment.
- 8.5** Payments must be settled by the due date indicated on the invoice. If the customer exceeds the agreed credit limit or if the total fee accumulated during an invoicing period is exceptionally high, Telia may invoice the customer differently from the normal invoicing schedule. For late payments, Telia shall be entitled to charge the standard compensation in accordance with applicable legislation, as well as the collection costs and processing fees in excess of the standard compensation and an annual rate of penalty interest for late payment in accordance with the Interest Act, calculated from the due date of the invoice to the payment date. If the customer fails to pay its overdue invoices in spite of having received a payment reminder and even though the service has been disconnected, other billable but not yet overdue receivables on the service will also fall due for payment with immediate effect.
- 8.6** At the Customer's request, Telia shall provide information on the invoicing insofar as is technically possible and permissible by law. Telia shall be entitled to charge a fee for itemisation and reporting in accordance with its price list.
- 8.7** Telia shall be entitled to change its price lists and the fees invoiced for the use of the service. Telia shall inform the Customer of the price rises at least sixty (60) days before the changes are intended to take effect by communicating them in a customer bulletin or otherwise in writing or electronically to the Customer's most recent invoicing address or email address, or through an electronic service channel used by the Customer. Unless otherwise stated elsewhere in the Agreement concerning Telia's entitlement to change the price lists and the fees invoiced for using the service, the Customer shall be entitled to terminate the Agreement in writing no later than thirty (30) days before the new fees take effect. The termination will take effect on the date when the new prices were due to take effect. If the Customer does not terminate the Agreement within the time prescribed, the Customer shall be deemed to have approved the new fees.
- 8.8** However, the Customer shall not have the entitlement to terminate the Agreement as referred to in section 8.7 if the price rise is based on a change in legislation, a court ruling or a decision by the authorities. Such price rises shall take effect by the date when the change, ruling or decision takes effect. Furthermore, the Customer shall not be entitled to terminate the Agreement on the basis of a price rise if the price rise is allocated to services or price list elements that are not applied between the Customer and Telia on the basis of the Agreement.
- 8.9** If Telia offers the Customer third-party licences and the third party concerned changes the prices of the licences, Telia shall always be entitled to change its prices accordingly. In such cases, the Customer shall not be entitled to terminate the Agreement as stated in section 9.14.
- 8.10** Unless otherwise stated in the Agreement, the term of payment if net fourteen (14) days from the invoice date. The invoice must be paid in accordance with the payment details and instructions given on the invoice.
- 8.11** Invoicing of the service or part thereof shall begin on the actual delivery date, but no earlier than on the delivery date agreed by the Parties in the Agreement.
- 8.12** Unless otherwise agreed, any service credits and other corresponding payments that may be payable to the Customer shall primarily be remitted by deducting them from future invoices.
- ## **9 Closure of the Service**
- 9.1** Telia shall be entitled to close or restrict the use of the service if:
- the Customer has not paid overdue invoices to Telia or other telecommunication companies or service providers invoiced by Telia within two (2) weeks of a payment reminder being sent;
 - the Customer has surpassed its credit limit or it has not paid the deposit or advance payment referred to in section 9.10 in the agreed time;
 - this is necessary in order to prevent misuse or damage;
 - such an action is requested by a court of law, the police or other competent authority;
 - the Customer has been placed into administration, a company restructuring procedure or bankruptcy, the Customer has petitioned for a public writ on its creditors or the Customer has otherwise been declared insolvent;
 - the Customer has used the service in breach of the instructions followed in marketing;
 - the Customer does not fulfil its contractual obligations despite reminders or materially breaches its contractual obligations;
 - the Customer has ceased to exist according to its entry in the Trade Register or other similar registry entry;



General delivery terms of the Telia Identification service for business customers

- i) the Customer cannot be reached about a matter related to this Agreement;
- j) the service was opened on the basis of false information; or
- k) Telia has cause to suspect that the service has been used in breach of the Agreement or the identification device has been used on the Customer's transaction service in breach of the identification principles for the specific device or the Customer has used the service for unlawful purposes.

- 9.2** If the Customer makes a written complaint to Telia regarding an invoice and pays the undisputed portion of the invoice, Telia shall not close the service due to the failure to pay the disputed portion while the complaint is being investigated.
- 9.3** Telia shall be entitled to restrict the Customer's service in order to take care of information security and rectify a disruption or to meet the quality requirements for a communications service.
- 9.4** Telia shall close the service or restrict the use of the service at the Customer's request if this is technically easy to achieve. If a usage restriction requested by the Customer is deactivated, Telia shall be entitled to charge a fee in accordance with the price list for this action.

10 Connection

- 10.1** "Identifier" refers to items such as user IDs, passwords, checksums and similar. The Customer must store identifiers related to the service with due care in order to prevent unauthorised access to them.
- 10.2** If the Customer's identifier for the service is lost or falls into the unauthorised possession of a third party, the Customer must inform Telia's customer support immediately. The Customer shall not be liable for the unauthorised use of the service after Telia has received the Customer's notification of the loss or unauthorised use. Telia shall be entitled to close the service or prevent the use of the service immediately upon receiving the foregoing notification.
- 10.3** Telia shall be entitled to change the identifiers given to the Customer when required by law, an order by the authorities or other reasons attributable to the customer, service provision or information security or a corresponding reason. Telia shall generally inform the customer of any changes in the identifiers no later than two (2) months before the changes take effect unless the change requires immediate action.
- 10.4** The identifiers can be changed at the customer's request against payment, provided that this is technically possible and that the change can be performed without undue prejudice to Telia or a third party.

11 Processing of personal data

- 11.1** Telia and the Customer are each independent data controllers and are responsible for their own compliance with applicable data protection legislation. The provisions of data protection legislation apply to the parties' mutual responsibilities for processing personal data in the capacity of data controllers.
- 11.2** Provided that the requirements set by law are met, Telia may process and disclose customer register information (including the customer's contact details) for various reasons, such as customer relationship management, service development and marketing, as described in the applicable privacy statement (www.telia.fi). A person is entitled to prevent Telia from using and disclosing information about him/her for direct advertising, telesales, other direct marketing purposes, or marketing and opinion surveys in accordance with applicable legislation.
- 11.3** The Customer shall be liable for ensuring that the users of the service have received comprehensive and comprehensible information about the disclosure of personal data (such as their name, personal identity code and electronic transaction ID) from the identification device provider to Telia and the Customer

when an identification event takes place and an identification assignment is made. The Customer shall be especially and singularly liable for ensuring that it is entitled, in accordance with applicable data protection legislation, to use and process the personal data sent to the Customer on the service and for the collection and existence of user consent as required to process and disclose personal data.

- 11.4** Telia may transfer and disclose personal data to Telia's partners and subcontractors if this is necessary to provide the service. Data may be transferred and disclosed outside the EU and the EEA, provided that the requirements set by data protection legislation are met.
- 11.5** Each Party shall be liable for ensuring that any personal data processors it uses comply with data protection legislation.
- 11.6** Telia may acquire data about the customer and users from sources other than the customer registers of Telia and its Group companies, such as credit history registers and other registers.
- 11.7** If the Customer breaches its obligations as specified in section 13 and a third party, such as a user or an identification device provider, brings a claim against Telia based on the breach, the Customer shall be obliged to contribute to the processing of the claim by all means that could reasonably be expected of it and undertake to provide Telia with all of the authorisations required to handle the claim. The Customer shall not be entitled to settle or approve claims by third parties based on or related to a breach of the obligations of section 13 without Telia's prior written approval if such a settlement or approval could cause Telia to incur loss.

12 Confidentiality

- 12.1** Each Party undertakes not to disclose to any third party the confidential information which one Party receives or has received from the other Party. "Confidential Information" refers to the content of the Agreement, other information related to the Party and its business and marked as confidential, or information that the Party should have understood to be confidential. However, the following are not considered Confidential Information:
- a) Information that has been or will be published in a manner other than in breach of the provisions of the Agreement;
 - b) Information that a Party can demonstrate was already known to the Party prior to the receipt of the information from the other Party;
 - c) Information that a Party has received or will receive from a third party which is not bound by a duty of confidentiality in relation to the Party.
- 12.2** The provisions of section 12.1 shall not prevent a Party from disclosing Confidential Information where such is required by law or by a ruling of a court or public authority. Section 12.1 shall also not prevent Telia from processing or disclosing any customer data, personal data or traffic data in accordance with applicable law or granted consent.
- 12.3** Telia shall be entitled to disclose Confidential Information to companies within the same Group and to its subcontractors to the extent required to provide the Service. The recipient Party may disclose Confidential Information only to the employees, members of the Board of Directors, consultants and subcontractors whose duties require them to access the Confidential Information in order to provide or use the service according to the Agreement or who can be reasonably considered to require access to the information for the purpose that was envisaged when the Confidential Information was provided to the recipient Party. The recipient Party shall ensure that the foregoing persons are aware of, and comply with, the provisions of section 12.
- 12.4** The provisions of sections 12.1 and 12.3 shall not prevent Telia from freely utilising information or other details which the



General delivery terms of the Telia Identification service for business customers

Customer has provided to Telia in the extent required for its normal service provision and processes.

- 12.5** The confidentiality obligations pursuant to section 12 shall continue to apply for a further two (2) years following the end of the Agreement unless legislation provides for a longer confidentiality obligation.

13 Intellectual property rights

- 13.1** No copyrights or other intellectual property rights shall be transferred to the Customer based on this Agreement. All proprietary and intellectual property rights related to Telia's services and products belong to Telia or a third party. Telia grants the Customer a limited right to use the service in accordance with the Agreement for the term of the Agreement.

- 13.2** If a third party brings legal action or a claim against the Customer on the basis that the use of the Service provided by Telia in accordance with the Agreement infringes the third party's intellectual property rights, Telia shall ensure that the Customer is not held liable for costs or damages which the Customer may be obliged to pay under separate agreement or by a court judgment.

- 13.3** Telia's liability in accordance with section 13.2 only applies to the Customer's use of the service in the territorial area for which Telia provides the service to the Customer. Unless otherwise agreed, Telia provides the service in Finland. Further prerequisites for Telia's liability are that the Customer:

- immediately notifies Telia in writing of the alleged infringement when the Customer becomes aware of it;
- does not accept or enter into any agreement concerning payment or settlement due to any alleged infringement;
- provides Telia with all of the authorisations and information necessary to handle the case; and
- allows Telia to solely determine the conduct of the proceedings and to conduct settlement negotiations and provides Telia, at Telia's expense, with all reasonable assistance in the legal process and negotiations.

- 13.4** Sections 13.2 and 13.3 shall correspondingly apply to the Customer's liability and obligation to ensure that Telia is not held liable towards third parties if material that the Customer has provided to Telia breaches the third party's intellectual property rights.

- 13.5** If an infringement occurs or if, in Telia's consideration, an infringement is likely to have occurred, Telia shall, at its own expense, either:

- ensure the Customer's entitlement to continue using the service in such a way that it does not infringe third-party rights;
- replace the relevant part of the infringing service with an equivalent service that does not infringe third-party rights; or
- alter the service so that it no longer constitutes an infringement.

The foregoing change of the service shall take place in such a way that it does not cause significant inconvenience for the Customer.

- 13.6** If none of the alternatives stated in section 13.5 are reasonably possible and Telia cannot reasonably offer a different service to the Customer, Telia shall be entitled to terminate the part of the Agreement concerning the service to which the alleged or anticipated infringement relates, with immediate effect by notifying the Customer in writing.

- 13.7** Telia shall not be liable toward the Customer for the infringement of intellectual property rights if:
- the service is used in contravention of the Agreement;
 - the service is altered by the Customer or used for a purpose for which it was not planned or approved;
 - the service is used in combination with a product delivered or service provided by a different supplier or developed

by the Customer or in contravention of the instructions provided by Telia; or

(iv) legal action or a claim is brought by an entity belonging to the same group of companies as the Customer or an entity over which the Customer exercises control or that exercises control over the Customer.

- 13.8** Section 13 determines Telia's full liability in the event of the infringement of third-party intellectual property rights.

- 13.9** The Customer shall be entitled to use the name and trademark of the identification device provider in accordance with the instructions issued by the identification device provider only for the purpose of communicating the identification options offered by the transaction service. Telia and the identification device provider shall be entitled to publish the Customer's name in their communication concerning the service, identification device and trust network agreement for the specific identification device. The communications must comply with the Customer's instructions on presenting the trademark or other logo.

- 13.10** Other than for the purposes stated in section 13.9, neither Party shall be entitled to use the trademarks, brands, logos or other emblems of the other Party or the identification device provider without the other Party's prior written consent. It is prohibited to use the trademark or other emblem of a Party or the identification device provider in the attempt to increase the value or credibility of the Party or a third party or to the detriment of the owner of the trademark, logo or other emblem.

14 Damages

- 14.1** Each Party shall be entitled to compensation for direct loss or damage due to negligence by the other Party or any party for whom that Party is responsible. Neither Party shall be entitled to compensation for indirect or consequential loss or damage, such as the loss of sales revenue, additional costs incurred or damages arising from the other Party's contractual or other obligations or damage arising from other indirect loss or damage. Each Party's liability per month is limited to an amount corresponding to that month's invoiced sum (exclusive of VAT) for the part of the Service affected by the breach. In each calendar year, each Party's full liability is limited to a total of fifteen (15) per cent of the contractual annual fees, exclusive of VAT, for the service affected by the breach.

- 14.2** Unless otherwise agreed, Telia shall not be liable for loss or damage incurred by the Customer due to content of data, loss of or failure to store any customer data or other information maintained or transmitted on the service, or any damage caused by a computer virus or equivalent, nor for delay, falsification or loss of data. Telia shall also not be liable for the Customer's liability to any third party, other than those referred to in section 13.2. The Customer shall be solely liable for verifying and backing up customer data and other customer content.

- 14.3** Telia does not guarantee that the services will operate flawlessly and without interruption.

- 14.4** The limits to the Parties' liability for damages shall not apply in the event of wilful damage, gross negligence, breach of confidentiality or infringement of intellectual property rights, personal injury or liability under compelling legislation. The limits to the liability for damages shall also not apply to loss or damage as described in section 11.7 if the loss or damage is caused by the customer processing the user's personal data, received from Telia in conjunction with an identification transaction, in contravention of the law or the agreement. For example, such loss or damage may arise from using the user's identifier data for a purpose other than that allowed by law or the agreement.

- 14.5** Notwithstanding the limits to liability, the Customer shall be liable in full for third-party claims against Telia for loss or damage incurred on the basis of an unauthorised identification transaction or an identification transaction that takes place in breach of the Agreement, providing that the loss or damage was not caused by Telia. Such loss or damage may be in-



General delivery terms of the Telia Identification service for business customers

curred due to the unauthorised use of an identification device or use of the device in contravention of the Agreement or the identification principles, legal action taken using an identification device, the services or products on the Customer's transaction service, defects or delays in such services or products, or other activity of the transaction service.

- 14.6** The Customer may request a price reduction, liquidated damages or damages in writing no later than two (2) months after the defect, delay or damage is discovered or should have been discovered. No such requests may be made by the Customer or accepted by Telia after this period.
- 14.7** The annual fee pursuant to section 14.1 shall be calculated as the service fees paid for the twelve (12) months preceding the incident of loss or damage or if, at the time of the incident of loss or damage, the service has been provided for a period of less than twelve (12) months, by multiplying the average monthly fee by twelve (12).
- 14.8** Neither Party shall be liable for damages for exercising its rights in accordance with this Agreement, such as closing the service or restricting usage in accordance with these terms and conditions.
- 14.9** The standard compensation, standard refund, discount or liability for damages provided in chapter 15 of the Information Society Code (917/2014) shall not apply to the contractual relationship between Telia and the Customer.

15 Force majeure

- 15.1** Each Party shall be released of its obligations and liability to pay damages if a breach of contractual obligations or failure to meet the obligations is due to force majeure. An event is considered force majeure if it is unusual and relevant to the case in point, it takes place after the conclusion of the Agreement, the Party had no cause to take it into account when concluding the Agreement, and it is beyond the Parties' control or has an impact that cannot be reasonably avoided or overcome. The same applies if force majeure affects a Party's subcontractor.
- 15.2** Examples of force majeure include war, uprising, foreign exchange restrictions, legal provisions and official regulations, refusal of an export licence, requisition or confiscation, import or export embargo, natural catastrophe, severe epidemic, pandemic, interruption in public transport, telecommunications or energy supply, lack of means of transport, general lack of goods, power restrictions, industrial action, fire, malfunction of or delays in telecommunications connections or equipment acquired from or possessed by a third party, and cable damage attributable to a third party.
- 15.3** A Party which invokes force majeure shall immediately notify the other party thereof. Grounds for release shall be deemed to exist during the time that force majeure impedes performance, but for no longer than three (3) months. After this period, neither Party shall be entitled to terminate the Agreement without the other Party being entitled to demand damages or sanctions based on the termination.

16 End of the agreement

- 16.1** A service agreement or service valid indefinitely can be terminated with two (2) months' notice.
- 16.2** A fixed-term Agreement and service shall be valid for the agreed term, and it is not possible to end the Agreement or service during the contractual term.
- 16.3** The Customer may cancel a part of the Agreement or service that is subject to defect or delay with immediate effect:
- if Telia has materially breached the Agreement and has not rectified the matter within thirty (30) days of the Customer's written demand or
 - when the actual delivery date has not occurred within twelve (12) weeks of the agreed delivery date for reasons attributable solely to Telia.

- 16.4** Telia may cancel the Agreement in whole or in part and with immediate effect when:
- the Customer's service has been closed for at least one (1) month for a reason other than the Customer's request;
 - the service has been closed at the Customer's request for at least one (1) year;
 - the service has not been provided for a reason attributable to the Customer for one (1) year since the Agreement took effect;
 - the Customer has materially breached its contractual obligations and has not rectified the matter within thirty (30) days of Telia's written demand; or
 - the Customer has been placed into administration, a company restructuring procedure or bankruptcy, the Customer has petitioned for a public writ on its creditors or the Customer has otherwise been declared insolvent.
- 16.5** Unless otherwise stipulated in applicable legislation, notice of termination or cancellation must be given in writing and without unreasonable delay from the time when the circumstance which is invoked as grounds become known, or should have become known, to the terminating Party.
- 16.6** If the Agreement is cancelled, Telia shall not be obliged to return service charges that have already been paid to the extent that these charges can be considered to be allocated to a service performance.

17 Order of interpretation

- 17.1** If the Agreement document and its appendices contradict each other, the Agreement document shall apply primarily, followed by the appendices in numerical order.

18 Notifications

- 18.1** The Customer must send notifications related to this Agreement in writing or electronically to Telia's postal or email address as stated in the Agreement or subsequently communicated to the Customer, or on the electronic channel used by the Customer, such as the customer portal.
- 18.2** Telia shall send notifications concerning this Agreement in writing or electronically to the most recent invoicing address provided to Telia, the email address provided to Telia by the Customer or the electronic channel used by the Customer, such as the customer portal.
- 18.3** Notifications mailed by a Party shall be deemed received by the other Party on the seventh day after the mailing, and notifications sent electronically are deemed received on the weekday after they are sent.

19 Applicable law and dispute resolution

- 19.1** This Agreement shall be governed by the laws of Finland, with the exception of rules concerning conflict of laws.
- 19.2** Disputes arising from this agreement shall be conclusively settled at arbitration in accordance with the Rules for Arbitration of the Finland Chamber of Commerce. The Arbitral Tribunal shall have one member unless the other Party demands a three-member structure. The seat of arbitration shall be Helsinki, Finland, and the language shall be Finnish. Notwithstanding the foregoing, each Party shall be entitled to bring an action at Helsinki District Court when the value of the disputed issue does not exceed one hundred thousand (100,000) euros.

20 Validity of the delivery terms and amendments

- 20.1** These delivery terms shall take effect on 1 June 2019.
- 20.2** Telia may amend or supplement these general delivery terms and other contractual terms and conditions relating to the service. The Customer will be informed of amendments at least one month prior to their entry into force through customer bulletins or otherwise in writing or electronically. If the terms have



General delivery terms of the Telia Identification service for business customers

been changed to the Customer's disadvantage, the Customer shall be entitled to terminate the agreement within a month of being notified without observing the notice period. Sections 8.7–8.8 shall apply to changes to prices and price lists.

