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These are the general Terms of Delivery of the services provided online by Caverion Suomi Oy (the "Supplier") for Pelsu Rescue Plan. These terms and conditions apply to the relationship between the Supplier and the Customer regarding the use of the Service, unless otherwise agreed separately in writing. By using the Service, the Customer accepts the terms as binding.

- **"service"** refers to the services provided by the Supplier for corporate and community customers through a data network;
- **"Customer"** refers to the user of the service or the party with whom the supplier has signed a separate contract for use of the service;
- **"agreement"** refers, in addition to these Terms of Delivery, to service descriptions, any written agreement and the appendices therein;
- **"contract period"** refers to the contract period of a paid service;
- **"customer materials"** refers to any materials stored in the service by the Customer or by someone in the Customer's name;
- **"GDPR"** refers to Regulation (EU) 2016/679 of the European Parliament and European Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and the free movement of such data and the repeal of Directive 95/46/EC (GDPR);
- The terms **"data subject"**, **"processing"**, **"supervisory authority"** and **"third country"** are used in this Agreement in the same sense as they are used in the GDPR;
- **"register controller"** refers to a concept similar to that specified in the GDPR, and in this agreement means the Customer;
- **"processor"** refers to a concept similar to that specified in the GDPR.
- **"personal data"** refers to a concept similar to that specified in the GDPR, and in this agreement means the personal data included in customer materials
- **"sensitive data"** refers to specific categories of personal data similar to those specified in the GDPR and to data considered sensitive according to other EU laws or the laws of a member state;

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## 1. Service

**1.1 Service descriptions.** The services and their current functionality and features are described in the service description of each service.

**1.2 Using the Service.** The Supplier shall provide the technical platform, agreed features and maintenance of the service. The Customer shall be responsible for using the service and the costs incurred.

**1.3 Customer training.** The service does not include tasks related to the training of the Customer or the Customer's personnel, the adoption of the service or any other user support, unless agreed upon in writing.

**1.4 Free services.** The Supplier may provide the service or part of the service free of charge for purposes such as free trial use, testing of new features or a similar purpose. In addition to the provisions set out in these Terms and Conditions, any additional terms and instructions issued by the Supplier shall apply to free use. The Supplier shall not be liable for any expenses or damages caused by use of the free service. The Supplier may suspend provision of the free service or remove a free feature at any time without providing a reason for doing so and without prior notice, and the Supplier shall not be liable for any expenses or damages incurred by the Customer as a result.

## 2. Validity and termination of the agreement

**2.1 Validity.** These terms and conditions apply whenever the Customer uses the service.

**2.2 Contract period for free services.** For free services, the Customer may terminate the agreement, with immediate effect, by deleting user IDs and all customer materials from the service. The Supplier may terminate the contract for the free service with one month's notice.

**2.3 Contract period for paid services.** The length of the contract period for a paid service is specified in the contract. Unless otherwise agreed, the contract period shall be one year.

**2.4 Start of the contract period for a paid service.** If the first day of the contract period of a paid service has not been otherwise specified, the contract period shall begin on the day the paid service becomes available to the customer.

**2.5 Extension of the Agreement.** A paid service may be terminated by written notification of the other party 30 days before the end of the contract period. If the contract is not terminated at least 30 days before the end of the contract period, the agreement shall continue for a new contract period of the same length.

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### 3. The Customer's equipment

**3.1** The Customer shall be responsible for acquiring and operating the equipment, connections and software required for using the service. The Customer shall be responsible for the security of their own information system and for telecommunications and other similar costs related to using the service. The Customer shall be responsible for making their equipment, connections, software and information systems compliant with the operating environment requirements provided by the Supplier, and for ensuring the suitability of the service for the Customer's purposes.

### 4. Service level

**4.1** The parties agree in writing on the service level and the potential consequences of deviations from it. Unless otherwise agreed, paragraph 8 of these Terms and Conditions shall apply to the service's content and service level.

### 5. Changes to the service and terms of use and delivery

**5.1 Further development.** By default, the supplier shall maintain only one version of the service. The Supplier has the right to develop the service further, which allows the Supplier to make changes to the content, appearance, features, functionality and production environment of the service.

**5.2 Changes requested by the Customer.** The implementation of changes to the service requested by the Customer shall be specified separately in writing.

**5.3 Changes to these Terms and Conditions.** The Supplier has the right to change these Terms of Use, service description and any service-specific terms after announcing the changes on the service's website well in advance of the changes' taking effect. By continuing to use the service, the Customer accepts these changes.

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## 6. Rights to the service and customer materials

**6.1 Intellectual property rights.** The ownership, copyrights and all other rights to the service, its appearance, trademarks and business symbols belong to the Supplier or the Supplier's partners or licensors. The Customer shall receive a license to use the service that is valid for the duration of the contract.

**6.2 Customer materials.** Data entered into the service by the Customer, or by the Supplier on the Customer's behalf, is the property of the Customer. The Supplier has a right to use the data entered by the Customer only for the purpose specified in the agreement. The Customer agrees not to store or send materials through the service that are contrary to the law or good practice.

**6.3 Supplier's retention obligation.** The Supplier's obligation to store the Customer's materials will end 180 days after the termination of the contract, after which the Supplier is obliged to destroy the Customer's materials, unless the customer has requested the return of the materials. The Supplier has the right to charge for the collection, processing and handover of data in accordance with its current price list. However, the Supplier has the right to destroy or store the Customer's materials if the Supplier is obliged to do so based on a law or a decree from the authorities.

**6.4 Copyright infringement.** The Customer shall also agree not to store copyrighted materials in the service, unless the Customer has the right to do so. The Supplier has the right to prevent the distribution of such materials via the service, or to remove them from the service. The Customer shall be obligated to defend the Supplier at its own expense and to compensate the Supplier for any damages incurred if claims are made against the Supplier as a result of the Customer's storing materials, to which the Customer did not have rights, in the service.

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## 7. Using and blocking the service

**7.1 User IDs.** The IDs required for the use of the service are customer-specific or personal and may not be handed over to third parties. The Customer shall be responsible for all use of the service with its user IDs.

**7.2 Unauthorised use.** The Customer shall be responsible for notifying the Supplier, without delay, of a password's ending up in the hands of a third party, or any suspected misuse of a username or password. Such notification can be submitted by email to [tuki@pelastussuunnitelma.fi](mailto:tuki@pelastussuunnitelma.fi).

**7.3 Blocking use of the service due to inappropriate use in violation of the agreement.** The Supplier has the right to block the use of the service if it has reasonable grounds to suspect that the Customer is in breach of these Terms of Use or any agreement on the use of the service, or if the Customer has failed to pay fees for using the service.

**7.4 Blocking use of the service due to malicious activity.** The Supplier has a right, without consulting the Customer, to block the Customer's access to the service if the supplier has reasonable grounds for suspecting that the Customer is burdening or using the service in a manner that jeopardises the production of the service for other users. The Supplier shall notify the Customer without undue delay of the reasons for blocking access.

## 8. Service level and interruptions to the service

**8.1** The Supplier shall strive to keep the service available to the Customer without interruption. However, the Supplier does not guarantee that the service will be available to the Customer without errors and interruptions. Unless otherwise agreed in writing, the Supplier has the right to suspend provision of the service for a reasonable time if this is necessary due to installation, modification or maintenance of the service, and such an operation cannot be performed at a reasonable cost without interrupting the service. The Supplier shall strive to inform the Customer of interruptions well in advance.

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## 9. Prices, fees and invoicing

**9.1 Payment currency.** Prices are given in euros and the invoicing currency is the euro.

**9.2 Standard prices.** If the price of a service has not been negotiated in the agreement or otherwise, the price shall be set in accordance with the Supplier's current listed price for that service.

**9.3 Public fees.** VAT shall be added to prices in accordance with currently valid statutes. If the amount or basis of public fees imposed by the authorities changes due to a change in the law or taxation practices, the prices will change accordingly.

**9.4 Term of payment.** The Supplier shall invoice the Customer in advance by contract period. The term of payment shall be 14 days net. For overdue payments, the Customer shall pay penalty interest in accordance with the currently valid Interest Act.

**9.5 Invoicing fee.** If the total VAT exclusive amount of the invoice payable by the Customer is less than one hundred (100) euros, the Supplier has the right to add an invoicing fee in accordance with the current price list.

## 10. Changes in pricing

**10.1 Changes to the price list.** The Supplier has the right to change the prices of the service by notifying the Customer of the change at least 60 days before the change takes effect. If the agreement has been signed for a contract period, the notification must be submitted 60 days before the start of any new period.

**10.2 Changes during the contract period.** If, during the contract period, the Customer's use of the service extends from what was originally agreed, the Supplier has the right to charge a fee for the expanded service, in accordance with the price list and proportionate to the remaining contract period.

## 11. Confidentiality obligation

**11.1 Non-disclosure agreement.** Each party to the agreement shall undertake to maintain the confidentiality of materials and information received from the other party which are marked as confidential, or should be understood as such, and agrees not to use them for purposes other than those specified in the agreement.

**11.2 Duration of confidentiality.** This confidentiality obligation shall remain in effect after the termination of the agreement.

**11.3 Restriction of the confidentiality of the Pelsu service.** One of the features and a characteristic of the rescue plan service is the fact that all or part of the information entered by the customer may be publicly visible on the data network without logging into the service. Regarding the Pelsu service, the Customer shall be responsible for compliance with confidentiality obligations related to information entered into the service by the Customer or on its behalf. The Customer agrees not to enter information into the service that is not considered publicly disclosable.

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## 12. Privacy and personal data

**12.1 Processing of personal data.** The storage of personal data that may be stored in the service shall be compliant with the personal data and data protection legislation of Finland and the European Union. The provisions of paragraph 12 shall apply only to the processing of personal data. For more detailed information about personal data stored in the service, see the privacy policy.

**12.2 Roles.** Pelsu Rescue Plan acts as a processor of personal data, as specified in the General Data Protection Regulation, on the Customer's behalf when the Customer or a party acting on behalf of the Customer stores personal data in the service. The Customer shall be the register controller. Pelsu Rescue Plan shall process personal data only in accordance with the instructions provided by the Customer and applicable data protection legislation.

**12.3 Confidentiality of personal data.** Personal data shall be treated as confidential information in accordance with paragraph 11, subject to the restrictions on confidentiality specified in paragraph 11.3.

### 12.1. Duration of processing

**12.1.1 Duration of processing.** Pelsu Rescue Plan shall process personal data for the duration of the agreement and when the customer uses the service.

**12.1.2 Deletion of personal data.** After the termination of the agreement, personal data shall be stored passively for 180 days in accordance with paragraph 6.3, after which the personal data shall be permanently deleted.

**12.1.3 Return of personal data.** At the Customer's written request, Pelsu Rescue Plan shall either return personal data to the Customer or destroy such data, unless applicable EU or member state legislation requires the retention of personal data.

**12.1.4 Deletion of personal data from subcontractors' systems.** After the termination of the contract, personal data may remain passively stored in subcontractors' systems, from which it will be erased during the system's technical retention period.

**12.1.5 Retention of log files.** Notwithstanding the above, Pelsu Rescue Plan has a right to store certain logs for security reasons, as described in more detail in the Pelsu Rescue Plan Data Protection Guidelines (see paragraph 4.4). 12.7.2).

### 12.2. Types of personal data and data subject categories

**12.2.1.** Data subject categories and types of processed personal data are described in the Pelsu privacy policy.

### 12.3. Customer's rights and obligations

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12.3.1 Customer's rights. (a) Under all circumstances, the Customer has full control over the personal data processed; (b) Ownership and any intellectual property rights belong to the Customer or third parties.

**12.3.2 Customer's obligations.** The Customer shall have the following responsibilities: (a) the Customer shall comply with applicable data protection legislation, including the GDPR, and follow good data processing practice; and (b) the Customer shall have a right to process personal data and a right to submit personal data to Pelsu Rescue Plan for processing in the manner intended under the agreement; and (c) all processing instructions issued by the customer must comply with the GDPR; and (d) sensitive data shall not be stored in the service.

## **12.4. Written instructions**

**12.4.1 Written instructions.** Pelsu Rescue Plan shall process personal data only in accordance with the agreement and written instructions provided by the customer. If the applicable legislation requires that Pelsu Rescue Plan process data for another purpose, Pelsu Rescue Plan shall notify the Customer before such processing, unless said legislation prohibits prior notification.

**12.4.2. Data processing obligation.** Pelsu Rescue Plan shall process data only: (a) for providing the agreed service and related technical assistance; and, in addition, (b) in accordance with assignments resulting from the use of the service (including the dashboard and other functionality of the service); (c) in accordance with the provisions of the agreement; and (d) in accordance with other written instructions subsequently issued by the Customer that have been mutually accepted.

## **12.5. Use of subcontractors for the processing of personal data**

**12.5.1 Subcontractors.** Pelsu Rescue Plan may process personal data in all countries where a Pelsu Rescue Plan subcontractor maintains data processing operations, provided that (a) such processing meets all the legal processing requirements set out in the GDPR, and that; (b) the provisions of the Agreement are complied with. Pelsu Rescue Plan shall not use a subcontractor in the processing of personal data that has not been approved in advance by the Customer. By accepting these terms and conditions, the Customer accepts the subcontractors listed at: <https://pelsu.fi/list-of-subprocessors/>

**12.5.2 Requirements for the use of subcontractors.** The use of a subcontractor in the processing of personal data requires Pelsu Rescue Plan to: (a) sign a written agreement with the subcontractor on the processing of personal data, whereby

i. the subcontractor shall be obligated to process personal data only for the purpose and to the extent necessary for the performance of the tasks assigned to said subcontractor in accordance with the written instructions given by the Customer and in compliance with the provisions of this Agreement; and where

ii. the obligations of this paragraph 12 shall be passed onto the subcontractor as referred to in Article 28 of the GDPR; and



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(b) take responsibility for the subcontractor's liabilities and obligations as if they were its own.

## **12.6. Objection to the use of a subcontractor**

**12.6.1 Notification of the use of a subcontractor.** If Pelsu Rescue Plan decides to obtain the services of a new subcontractor, Pelsu Rescue plan will notify the Customer thereof at least 30 days before such a contract becomes effective. At a minimum, the notification shall include the subcontractor's business name, geographical location and the tasks that shall be assigned to it. The notification may be sent to the contact person in accordance with section 18.3 or through the control panel in the service.

**12.6.2 Right to object.** If the Customer does not accept the use of a new subcontractor, the Customer has the right to terminate the contract immediately, provided that the Customer notifies the Supplier within 30 days from the Customer's being informed of the use of the new subcontractor and that Pelsu Rescue Plan does not reverse its decision to use the new subcontractor for the Customer's service after receiving the notification.

## **12.7. Rights and obligations of Pelsu Rescue Plan**

**12.7.1 Staff confidentiality.** Pelsu Rescue Plan shall be responsible for ensuring that its personnel comply with the appropriate confidentiality obligations when processing personal data.

**12.7.2 Information security.** Taking into account the latest technology and implementation costs, the nature, scope, context and purposes of the processing as well as the risks to the rights and freedoms of natural persons with varying probability and seriousness, the Customer and Pelsu Rescue Plan shall take the appropriate technical and organisational measures required to ensure a level of security that matches the risk in question. Pelsu Rescue Plan follows its internal security guidelines, which the Customer can access separately by request.

**12.7.3 Responding to a data subject's requests.** Insofar as possible, Pelsu Rescue Plan shall assist the Customer by taking the appropriate technical and organisational measures and, with consideration for the nature of the processing operation, respond to requests for exercising the data subject's rights as set out in Chapter III of the GDPR. Pelsu Rescue Plan has a right to separately charge for the costs of such assistance.

**12.7.4 Fulfilment of the Customer's data protection obligations.** Considering the nature of the processing and the data available to Pelsu Rescue Plan, Pelsu Rescue plan commits to assisting the Customer:

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- by cooperating with the Customer in the fulfilment of the data protection requirements set out in Article 32;
  - by notifying the Customer of security breaches in accordance with Article 33;
  - by notifying the data subject of security breaches in accordance with Article 34;
  - by participating in data protection impact assessment in accordance with Article 35; and
  - by participating in an advance hearing in accordance with Article 36.

**12.7.5 Auditing.** Pelsu Rescue Plan shall make available to the customer all information necessary for demonstrating compliance with the obligations laid down in Article 28 of the GDPR and shall allow and participate in audits carried out by the Customer or a third-party audit officer authorised by the Customer (who may not be a competitor of Pelsu Rescue Plan).

**12.7.6 Reporting obligation.** Pelsu Rescue Plan shall immediately inform the Customer if Pelsu Rescue Plan considers the written instructions issued by the Customer concerning the processing of personal data to be in conflict with the General Data Protection Regulation or another data protection statute of the EU or an EU member state.

### **13. Limitation of liability and compensation for damages**

**13.1 Suitability for a particular use.** The Supplier shall provide the service "as is" and the Supplier does not give the Customer any explicit or implicit assurances or guarantees that the service is suitable for the Customer's specific purpose. It is hereby explicitly stated that the service is not designed to operate continuously without error and interruption and is therefore not intended for functions that require absolute reliability.

**13.2 Data in the service.** The Supplier shall not be liable for any direct or indirect damages incurred by the Customer or a third party due to the use of incorrect, incomplete or ambiguous data in the service. Unless otherwise stated, the information, instructions or advice provided via the service are not intended to constitute binding legal, commercial, medical or any other type of information, instructions or advice for the Supplier or a third-party service provider.

**13.3 Unpaid fees.** The Supplier shall not be liable for any damages incurred by the Customer or a third party as a result of the service being suspended due to an unpaid license fee.

**13.4 Maximum compensation.** The maximum amount of compensation to be paid by the Supplier, including any reimbursements or penalties for delays related to the quality of the service, is the calculated monthly VAT exclusive amount of service charges (continuous services) based on the contract multiplied by 12.

**13.5 Indirect damages.** The parties shall not be liable to each other for any indirect damages, such as a reduction or interruption of production or revenue.

**13.6 Confidentiality.** The limitations of liability described in this paragraph shall not apply to damages caused by breaches of the confidentiality conditions laid out in paragraph 11 or to damages caused intentionally or through gross negligence.

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## **14. Force Majeure**

**14.1 Force majeure.** A party shall not be liable for any delay or damage resulting from an obstacle beyond the party's control which the party could not have reasonably foreseen at the time of signing the contract, and the consequences of which could not reasonably have been avoided or overcome. Unless proven otherwise, force majeure shall include events such as a war or rebellion, earthquake, flood or other comparable natural disaster, disruptions in public transport, public telecommunications or public electricity supply, import or export bans, strikes, lockouts, boycotts or any other comparable industrial action. A strike, lockout, boycott or other comparable industrial action shall, unless proven otherwise, be considered force majeure even if the party concerned is itself the subject of the action or involved therein.

**14.2 Subcontractors.** A force majeure encountered by a subcontractor of the contracting party shall also be considered force majeure affecting the contracting party if the subcontracted commitment cannot be fulfilled or obtained elsewhere without unreasonable costs or significant delay.

**14.3 Reporting a force majeure.** Each contracting party shall, without delay, provide the other party with written notification of force majeure, and the end of force majeure.

## **15. Termination of the agreement**

**15.1** The Supplier has the right to terminate the agreement fully or in part if the Customer fails to pay any due fees, charged on a justified basis, within 30 days of written notice concerning the due payment.

## **16. Applicable law and resolution of disputes**

**16.1 Applicable law.** This agreement is governed by Finnish law, with the exception of its conflict-of-law legislation, including the UN Trade Act, and without consideration for conflict-of-law rules that could lead to the application of the laws of another country.

**16.2 Resolution of disputes.** Any conflicts and disputes arising out of this agreement shall be resolved by the District Court of Helsinki.

## **17. Order of application**

**17.1.** In the event of a conflict, the order of application of the agreement and its appendices shall be in ascending numerical order as follows: 1) The written agreement document; (2) these terms of delivery; (3) service descriptions; (4) the order accepted by the Supplier; (5) other appendices.

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## **18. Other terms and conditions**

**18.1 Reference rights.** The Supplier shall have the right to use the Customer's name and logo as a reference in marketing and other corporate communications.

**18.2 Transfer of contract.** The Supplier has the right to transfer the service or its maintenance, as well as the related responsibilities and obligations and any agreement concerning use of the service, to a third party. The Customer does not have the right to transfer the right to use the service, or any agreement concerning use of the service, to a third party without the written consent of the Supplier.

**18.3 Notifications.** Notifications concerning the agreement shall be sent to the contact person specified in the agreement or order confirmation. Each contracting party shall immediately notify the other party of any change of contact person or contact information.