



General Terms of Agreement of the Finland Chamber of Commerce's Notification Channel

Updated on 17 November 2022

This agreement (hereinafter referred to as the "Agreement") applies between Keskuskauppakamarin Palvelu Oy (hereinafter referred to as the "Finland Chamber of Commerce", Business ID: 0427797-1) and the organisation (hereinafter referred to as the "Customer") deploying the Notification Channel (hereinafter referred to as the "Service") of the Finland Chamber of Commerce. The Customer may be an organisation that has a valid Business ID in Finland. In this Agreement, the Finland Chamber of Commerce and the Customer may be referred to jointly as the "Parties" and separately as the "Party".

The Agreement on the Processing of Personal Data (Appendix 1) and the General Terms and Conditions of the Notification Channel (Appendix 2) are an integral part of this Agreement. If the terms of Appendix 1 are in conflict with this Agreement, the terms of Appendix 1 take precedence.

1. Service

The purpose of the Service is to enable the receipt, processing and management of notifications under the Directive on the protection of persons who report breaches of Union law (2019/1937) and the national law that will enter into force later and to communicate with the notifiers.

This Agreement becomes binding on the Customer when the Customer orders the Service. The Customer receives the access right to the Service as described in this Agreement. The Customer undertakes to pay the service fee described in section 9 for the Service.

2. Customer information

The Customer is responsible for the information added to the Service by the Customer and for their backup copies. The Finland Chamber of Commerce is not responsible for the loss, alteration or destruction of the information added to the Service by the Customer.

The Finland Chamber of Commerce does not have the right to view or process the Customer's information collected in connection with the use of the Service, such as notifications with their content.

Upon the Customer's request, the Finland Chamber of Commerce manages the user IDs of the Customer's representatives for the Service. The Customer is responsible for ensuring that the representatives concerned have the right to process the notification information collected on the channel. The Finland Chamber of Commerce is not responsible for verifying the processing authorisations of the designated persons.

2.1. User IDs

In order to use the Service, the Finland Chamber of Commerce creates user IDs for the persons designated by the Customer. The Customer is responsible for ensuring that



- a) the designated representatives have full rights to process the data and notifications stored in the Service;
- b) a person who requests the creation of new user accounts on behalf of the Customer has the right to represent the Customer;
- c) the information is updated if any changes occur, including a notification if the Customer's previously designated representative is no longer entitled to represent the Customer in the Service; and
- d) the user account's credentials, passwords and other information are kept confidential and not disclosed to third parties. The Customer is responsible for all activities on the user account, and the Finland Chamber of Commerce is not responsible for any damage, losses, loss of data or anything else related to the management of the Customer's user account.

The Customer undertakes to notify the Finland Chamber of Commerce immediately if it suspects that the user account is being used illegitimately, the user account's credentials or passwords have disappeared or if the Customer otherwise suspects that the user account is being used in violation of these General Terms of Agreement or applicable legislation.

3. The Customer's rights and responsibilities related to the Service

3.1. Access right to the Service

The Finland Chamber of Commerce grants the Customer a limited access right to the Service in accordance with this Agreement. The Customer has the right to use the Service only for its own internal use. For the sake of clarity, the aforementioned shall not limit the Customer's right to provide the Service for use by external Notifiers. The Customer's access right is not exclusive and cannot be transferred. Only the Customer and its authorised users have the access right to the Service. The Customer is responsible for all activities on the Customer's user account. The Customer is responsible for ensuring that the Customer's authorised users undertake to use the Service in accordance with the terms described in this Agreement and Appendix 2.

The Customer acquires, at its own expense, the equipment, software and communication connections required for the use of the Service and is responsible for their operating and maintenance costs and their compatibility with the Service.

3.2. Restrictions on the use of the Service

The Customer does not have the right to

- a) license, sell, rent, loan, transfer, distribute or otherwise transfer the Service or any part thereof or service based on it;
- b) commercially exploit the Service or a part thereof in its operations; and
- c) copy, modify, decompile or otherwise modify all or any part of the Service.

3.3. General obligations of the Customer



The Customer undertakes to use the Service in accordance with this Agreement and the legislation in force in Finland.

The Customer is obliged to accept the notifications of employees and other notifiers related to the Service as well as to ensure their processing, examination and other necessary actions in accordance with the valid legislation. The Finland Chamber of Commerce offers only the technical implementation of the Service and does not participate at all in activities related to notifications, such as the examinations or advising or guiding the notifiers.

In addition, the Finland Chamber of Commerce does not handle contacts with the notifiers or authorities; this is instead the responsibility of the Customer.

The Customer acknowledges that it is obliged to disclose information contained in the Service to the authority if it is required by the legislation or if the authority requires the disclosure of the information.

4. Development and modification of the Service

The Finland Chamber of Commerce strives to continuously improve the quality of the Service. The Finland Chamber of Commerce has the right to make a change to the Service that (a) targets the production environment of the Service and does not affect the content of the Service, (b) is necessary to prevent a serious information security threat to the Service or (c) is caused by the legislation or an authority's order. If the Finland Chamber of Commerce makes the aforementioned change to the Service which affects the Service to be delivered to the Customer, the Finland Chamber of Commerce notifies the Customer of the change well in advance or, if this is not reasonably possible, without delay after the Finland Chamber of Commerce has been informed of the matter.

The Finland Chamber of Commerce has the right to make a change to the Service in cases other than those mentioned in the previous paragraph after notifying the Customer of this well in advance. If the change substantially affects the content of the Service, the Finland Chamber of Commerce must notify the Customer of the change in writing at least thirty (30) days before the effective date of the change and the Customer has the right to terminate the Agreement with a fourteen (14) days' notice to end on the effective date of the change.

5. Intellectual property rights

All copyrights and other intellectual property rights related to the Service belong to the Finland Chamber of Commerce or to third parties.

The Customer retains ownership of the material uploaded to the Service by the Customer. The Finland Chamber of Commerce does not have the right to copy, remove or otherwise process material uploaded to the Service by the Customer. The Customer is responsible for the material uploaded to the Service by the Customer and for ensuring that the material does not violate the rights of a third party or the legislation in force at any given time.

6. Acceptable use of the Service



When using the Service, the Customer is responsible for ensuring that it does not bring information or material to the Service that contains malicious software or other features that interfere with the operation of the Service.

If the Customer causes damage to the Finland Chamber of Commerce when using the Service, for example, by downloading material containing malicious software, the Customer is obliged to compensate the Finland Chamber of Commerce in full for the direct damage caused.

7. Suspension of the Service

- (A) The Finland Chamber of Commerce has the right to suspend the provision of the Service for a reasonable period of time if this is necessary due to the installation, modification or maintenance of the Service and the installation, modification or maintenance cannot be carried out at a reasonable cost without suspending the provision of the Service. If the Finland Chamber of Commerce suspends the provision of the Service for the reason specified in this section (A), the Finland Chamber of Commerce must (i) notify the Customer of the suspension of the Service and the duration of the suspension well in advance through the Service and on the Service's website; and (ii) endeavour to minimise the inconvenience caused by the suspension.
- (B) The Finland Chamber of Commerce has the right to suspend the provision of the Service due to the installation, modification or maintenance of the public communications network or due to a serious information security threat to the Service or if required by the legislation or an authority's order or due to force majeure. If the Finland Chamber of Commerce suspends the provision of the Service for the reason specified in this section (B), the Finland Chamber of Commerce must notify the Customer of the suspension and the duration of the suspension well in advance or, if this is not reasonably possible, immediately after the Finland Chamber of Commerce has received notice of the matter.
- (C) The Finland Chamber of Commerce has the right, without consulting the Customer, to prevent the Customer from accessing the Service if the Finland Chamber of Commerce reasonably suspects that the Customer is (i) burdening or using the Service in a way that endangers the provision of the Service to other users or (ii) using the Service in violation of these Terms of Agreement. The Finland Chamber of Commerce must, without undue delay, inform the Customer of the reasons for the refusal of access.

8. Maintenance and support of the Service

Support related to the use of the Service is available to the Customer by phone or email on weekdays primarily from 8 a.m. to 4 p.m. The support does not apply to consultancy or examinations related to individual notifications, for which the Customer is fully responsible.

Contact information of the Finland Chamber of Commerce:



ilmoituskanava@chamber.fi +358 (0)9 4242 6200

The Finland Chamber of Commerce does not respond to communications from persons notifying through the Service, rather it is the Customer's responsibility to inform the persons notifying through the Service. The Finland Chamber of Commerce is only responsible for support related to the functionalities of the Service. The Finland Chamber of Commerce does not provide legal or other advice or guidance related to actual notifications.

9. Service fee

The Service fee is based on the number of employees of the Customer. The Customer must notify the Finland Chamber of Commerce of changes in the number of employees before the end of the current invoicing period.

The Finland Chamber of Commerce has the right to change the price of the Service by notifying the Customer in writing at least thirty (30) days before the effective date of the change. The new price will apply for the invoicing period following the change. If the Customer does not accept the price change, it may terminate the Service as stated in section 13.

10. Warranties

The Finland Chamber of Commerce provides the Service and all related information as is and as available. The Finland Chamber of Commerce does not give guarantees in terms of the Service's or related documentation's correctness, accuracy, reliability or any other aspect. In addition, the Finland Chamber of Commerce does not give any guarantees concerning the Service's ownership, usability, performance or suitability for a particular purpose. The responsibility for the use of the Service lies entirely with the Customer.

The Finland Chamber of Commerce is also not responsible for any delay in the processing process carried out through the Service or for the loss, damage or misdirection of data or materials.

11. Limitation of liability

The Parties are not liable for indirect damage, loss of profit or loss of turnover.

The Finland Chamber of Commerce's liability for direct damage or loss is limited to a total of twelve (12) months' VAT-free service fee for the period preceding the claim. The maximum amount of liability of the Finland Chamber of Commerce for the violation of the obligations related to the processing of personal data described in Annex 1 is twice as high as the limitation of liability described above.

However, the limitation of liability is not applicable if the damage is caused by (i) breach of confidentiality, (ii) infringement of intellectual property rights or (iii) if the damage is caused intentionally or through gross negligence.

12. Amendment of the Agreement

The Finland Chamber of Commerce has the right to change the General Terms of the Agreement by notifying the Customer of the amendment in advance at least



thirty (30) days before the effective date of the amendment. The Customer has the right to terminate the Agreement in writing with a 14-day notice period to end on the effective date of the amendment.

13. Validity and termination of the Agreement

This Agreement is valid for a fixed term of twelve (12) months. If the Customer does not terminate the Agreement in writing before the beginning of the next 12-month Agreement period, the Agreement continues to be valid for a fixed term for the next 12-month Agreement period.

Example:

The Customer has ordered the Service on 1 June 2020. Therefore, the Agreement is valid until 31 May 2021. If the Customer does not wish to continue using the Service after 31 May 2021, the Customer must terminate the Agreement by 31 May 2021, at the latest. If the Customer does not terminate the Agreement before 31 May 2021, the Agreement continues to be valid for the next Agreement period (1 June 2021–31 May 2022) and the Customer is obliged to pay a new annual fee.

If the Customer wishes to terminate the Agreement, the Customer must notify the Finland Chamber of Commerce of the termination in writing by sending a notice of termination by email to ilmoituskanava@chamber.fi or by mail to the Finland Chamber of Commerce, Aleksanterinkatu 17, 00100 Helsinki, Finland. A notice sent by mail must be received before the end of the current Agreement period. The Customer is responsible for ensuring that the notice arrives within the deadline.

14. Transfer of the Agreement

The Customer is not entitled to transfer the Agreement and its rights and obligations based on the Agreement without the prior written approval of the Finland Chamber of Commerce, which the Finland Chamber of Commerce may not be refused without an acceptable reason.

15. Data protection and information security

The primary purpose of the Service is to guarantee the anonymity of the notifier.

The platform associated with the Service is encrypted and password protected. The Finland Chamber of Commerce takes care of the information security of the Service. The Customer is responsible for the information security of their own information systems. It is the responsibility of the Customer to ensure that notifications are received only by persons expressly authorised by the Customer.

To the extent that personal data is processed in the Service, the processing of personal data has been agreed between the Parties in the Agreement on the Processing of Personal Data in Annex 1 to this Agreement, which is an essential and integral part of this Agreement.

**16. Force majeure**

The Party is not liable for delay or damage caused by an obstacle beyond the Party's control, which the Party cannot reasonably be expected to have taken into account at the time of the conclusion of the Agreement and the consequences of which the Party could not reasonably have avoided or overcome.

Force majeure includes, for example, war or rebellion, earthquake, flooding or similar natural disaster, interruption of public transport, communications or distribution of electricity, prohibition on imports or exports, strike, lock-out, boycott or other similar industrial action. A strike, lockout, boycott or other similar industrial action is also considered a force majeure if the Party is targeted by the action or takes part in it.

A force majeure event encountered by a Party's subcontractor is also deemed to be a force majeure event if the subcontracted performance cannot be performed or procured elsewhere without unreasonable costs or material delay.

The Party must promptly notify the other Party of the force majeure and the removal of the obstacle in writing.

17. Confidentiality

Each Party undertakes to keep confidential the materials and information received from the other Party which have been marked as confidential or which must be understood as such, and not to use them for purposes other than those specified in the General Terms of the Agreement.

However, the confidentiality obligation does not apply to material or information that (a) is publicly available or otherwise public, (b) has been obtained by the receiving Party from a third party without the obligation of confidentiality, (c) was in the possession of the receiving Party without the obligation of confidentiality prior to receiving it from the other Party, (d) has been independently developed by the receiving Party without utilising material or information received from the other Party or (e) is required to be disclosed by the receiving Party pursuant to the legislation or an authority's order.

Each Party must immediately cease using the confidential material and information received from the other Party and, upon request, return or dispose of such material with all copies in a reliable manner when the Agreement expires or when the Party no longer needs such material or information for the purposes of the Agreement. However, a Party has the right to retain the material required by the legislation or an authority's order.

The Party has the right to use the professional skills and experience acquired in connection with the Service.

The rights and obligations related to this section 17 will remain in force even after the termination of the Agreement. Unless otherwise agreed in writing, these rights and obligations expire five (5) years after the termination of the Agreement. However, the termination of the Agreement does not affect the rights and obligations related to this section 17 if the current legislation provides for a longer confidentiality obligation than stated in this section.



18. Governing law and dispute resolution

This Agreement is governed by Finnish law, except for its conflict of laws rules and principles.

Disputes arising out of this Agreement are finally settled by arbitration in accordance with the rules of the Finland Chamber of Commerce concerning expedited arbitration. The place of arbitration is Helsinki and the language of the arbitration is English.

19. Contact information

If the Customer wishes to contact the Finland Chamber of Commerce regarding the Service, the Customer must use the following contact information:
ilmoituskanava@chamber.fi +358 (0) 9 4242 6200

20. Other terms

Technical requirements

The Service can be used with most commonly used browsers. The Service does not work with the Internet Explorer browser. Although the website is available on most browsers, we recommend that you update your browser software to the latest version available. To open and read PDF files, you need a PDF reader, such as Adobe Reader.

Newsletters

The Finland Chamber of Commerce regularly sends newsletters related to the use of the Service to the Customer by email. If the Customer does not wish to receive the Service- related information, the Customer must notify the Finland Chamber of Commerce.