

Agreement on the use of DNA Plc's eservices and authorization via customer service

#### AGREEMENT ON THE USE OF DNA PLC'S E-SERVICES AND AUTHORIZATION VIA CUSTOMER SERVICE

## Description of the e-services

DNA Plc ("DNA") provides its corporate customers with access to DNA's e-services via a web-based user interface. DNA's e-services contain information about the services that have been provided to the Customer, as well as information about the business relationship between the Customer and DNA. DNA's e-services consist of a number of digital services that contain a variety of different data. DNA may also open new e-services. The e-services mentioned below have been predominantly consolidated on one website (https://services.dna.fi) where they can be accessed using a single user ID. In some cases, e-services can be only accessed via the Citrix environment. The products and services that the customer has acquired from DNA will determine which e-services are available to the customer. DNA has the right to open all the relevant e-services for the Customer's use based on the products and services available to the Customer. No separate logins are required to switch between services. If a customer account includes several companies, you can select the relevant company in each e-service.

Using this form, the contractual party (the "Customer") authorizes the person or persons named above to act as the Customer's Admin User for DNA's e-services. The Customer also authorizes the persons named above ("User/s") to use DNA's corporate e-service channels. The Customer is always responsible for all orders, terminations and other assignments made by Admin Users and Users through the customer service.

DNA has approved the Customer as a User of its corporate e-services when this agreement has been signed and DNA's Corporate Customer Services has set up a DNA ID for the Customer's Admin User (a user ID for DNA's e-services). Each of the Customer's Users must activate their DNA ID.

Each User will only see links to those services that are used by the company and which that particular User has permission to access. If a User is only permitted to use one e-service, the User will be directed straight to that service. A DNA ID can also be linked to consumer e-services.

Users have through e-services a permission to view information about the products and services that the Customer has acquired from DNA, to make changes to these products and services, make access requests, and to order new products or services and their additional services.

Based on which service channel is used, the Customer's named Admin User may add other people as new Admin Users and Users or, Admin User may define more detailed permissions for a User. In some service channels the Admin User must request DNA's Corporate Customer Services to add permissions for new Users.

Only admin users, or an admin user added by another admin user, have the right to contact customer service directly.

#### Authorizations

Authorization to the systems via DNA's web-site.

### Terms and conditions of use

## 1. General

- 1.1 These terms and conditions of use apply to DNA's corporate e-services, such as electronic self-service channels, control systems for devices, availability tools and other e-services. These terms and conditions supplement the terms and conditions of the Customer Agreement.
- 1.2 The products and services that the Customer has acquired from DNA will determine e-services available. Each User only has access to those services that the Company uses and to which User has rights.

 $\ensuremath{\mathsf{DNA}}$  PIc reserves the right to change the information.

- 1.3 The Customer is responsible for complying with these terms and conditions of use under all circumstances. Each User will also accept these terms and conditions when their user ID is registered. The Customer is responsible for ensuring that Users are aware of the terms and conditions.
- 1.4 All orders, changes, cancellations and other actions performed via DNA's e-services constitute a written agreement between the contractual parties. Services ordered via digital channels will also be subject to the Agreements, Service Descriptions, General Terms and Conditions and other such documents governing the Customer's relationship with DNA.
- 1.5 The information contained in the e-services is provided for informative purposes only. The Customer cannot refer to the information provided by these tools when making claims for compensation.
- **1.6** These terms and conditions also apply to contacts to DNA's customer service even if the text below only refers to e-services.

#### 2. The Customer's rights and obligations

- **2.1** The Customer has the right to use DNA's e-services in accordance with the terms and conditions of this agreement for purposes that are legal and in line with good practice.
- 2.2 Without express written permission from the author, creator, intellectual property rights holder or DNA, the Customer has no right to distribute, publish, copy, make public or otherwise benefit from the material acquired through the services. This does not apply in situations in which express permission has been granted to utilise materials.
- 2.3 When using DNA's e-services, the Customer is required to comply with legislation, official regulations and this agreement. The Customer is required to comply with DNA's guidelines, advice and instructions.
- 2.4 The Customer will appoint an Admin User for DNA's e-services, and this person will receive Admin User rights. The Admin User is responsible for all of the company's user IDs and their administration. In some e-services the Admin User is referred to as the contact person.
- 2.5 The Admin User may give other Users permission to access DNA's e-services and create new Admin Users for e-services who in turn many give permissions to new Users and Admin Users. The Admin User may either set these permissions directly via the e-service or request permissions from DNA's Corporate Customer Services in case it is not possible to give rights in the e-service.
- 2.6 The Customer is responsible for ensuring that user IDs and passwords are issued to Users in an appropriately secure manner, and that all user IDs and passwords are stored carefully and not disclosed to outsiders. The Customer is responsible for ensuring that the user IDs and passwords issued to the company are not disclosed to outsiders.
- 2.7 If there is reason to suspect, or evidence to show, that user IDs and/or passwords have become known to unauthorised persons, the Admin User and Customer are obligated to deactivate or change those user IDs and passwords immediately. If the aforementioned case involves the Admin User's ID, or if the Customer cannot deactivate an ID without assistance, the Customer must immediately notify DNA's Corporate Customer Services and to request deactivation of the ID (businesscustomerservice@dna.fi). Likewise, the Admin User and Customer are required to remove any permissions they have granted when, for example, a User is no longer employed by the company.
- 2.8 The Customer is always responsible for all the actions performed using user IDs, as well as all the payments, costs, detrimental effects, damages and rights violations caused by these actions, irrespective of whether the actor (the User or a third party) used the IDs with or without permission. The Customer is also responsible for the validity, correctness and accuracy of any information provided via the e-services, and DNA cannot under any circumstances be held liable for any problems or damages that the Customer has caused for or to DNA or a third party.

### 3. DNA's rights and obligations

- **3.1** The ownership rights, copyright and immaterial property rights of all material found in and related to DNA's e-services belong to DNA.
- 3.2 Although DNA administers the e-services, DNA is not liable for ensuring uninterrupted service, and no Service Level Agreement is included in the e-services. When possible, the home page of each service will carry notifications of any challenges currently being faced by that particular e-service. Maintenance will be scheduled at times that will minimise any disturbance caused, but the Customer must understand that DNA's e-services are only intended to be a digital channel for service administration that seeks to make the Customer's daily life easier, and that the e-services may not always be available. If the e-services are offline, the Customer may contact DNA's Corporate Customer Services as necessary. DNA is not responsible for any problems or damages caused by the use of its e-services, from the e-services being unavailable, or from incorrect or missing data in the e-services.
- 3.3 If necessary, the Customer's Admin User can contact DNA's Corporate Customer Services to report a fault in the e-services or request user support. DNA will correct faults and provide support to Admin Users during standard working hours, that is, on weekdays from 8 am to 4 pm CET excluding bank holidays.
- **3.4** DNA has the right to partially or wholly close an e-service, and to make changes to both the content of DNA's e-services and the technology used to provide them. If technical changes require any adjustments to the Customer's hardware or software, the Customer is liable for making the necessary changes at its own expense.
- 3.5 If DNA suspects any misuse of its e-services or user IDs, DNA has the right to deactivate the Customer's user IDs. On the same grounds, DNA has the right to refuse to create or activate IDs. Deactivating user IDs will not affect any other agreement between DNA and the Customer.
- **3.6** DNA has the right to immediately and permanently block a Customer from accessing DNA's e-services if:
- **3.6.1** The Customer has been declared bankrupt, the company has issued a public summons to its creditors, or the authorities have declared the company insolvent.
- **3.6.2** Regardless of a notice received from DNA, the Customer continues to use faulty or disruptive hardware or software.
- **3.6.3** Regardless of a notice received from DNA, the Customer either does not fulfil or breaches the contractual obligations of this agreement.
- **3.6.4** The Customer cannot be reached to clarify an essential matter relating to the terms and conditions of use.
- DNA also has the right to close the Customer's e-service account and immediately terminate this agreement if the service has been opened based on substantially inaccurate information.
- 3.7 Furthermore, DNA has the right to close the Customer's e-service accounts if the Customer has not used the user IDs or services for six (6) months.

# 4. User interface protection, usage data, data security, and processing personal data

- **4.1** The user interface is protected by an access management system based on user IDs and passwords. All data traffic is protected by SSL encryption to prevent unauthorised access to the access management system by third parties. The Customer is responsible for its own data security.
- **4.2** Usage data consists of cookie files. DNA may collect log files about the use of DNA's e-services, as well as other information that has been stored in the DNA e-service cookie files on the Customer's computer. DNA's e-services use these cookies to recognise the Customer's computer.
- **4.3** Both Users and the Customer must immediately inform DNA if they notice that incorrect data, or any data belonging to a second or third party, can be accessed via the e-services.
- **4.4** DNA is the data controller of any personal data held in DNA's e-services. DNA complies with the EU's General Data Protection Regulation and applicable Finnish legislation.
- **4.5** DNA collects information about Users and the use of its e-services to improve service and verify assignments. DNA has the right to store information for the duration of the contractual period and beyond, in accordance with legislation.

## 5. Granting access rights to other parties

- **5.1** If the e-service in question permits it, and the Customer provides its own customers or third parties with user IDs, the Customer is responsible for activating the IDs, deactivating the IDs, and for all actions performed using the IDs. When doing this, the Customer is responsible for processing personal data in accordance with current legislation.
- **5.2** If IDs are supplied to any third party, the Customer is responsible for making legal agreements with the third party that are identical to this agreement, and for ensuring that these agreements can be terminated when this agreement is terminated. The Customer is also responsible to the third party for all matters associated with DNA's e-services.
- **5.3** DNA provides customer support only to Customer's Admin User. If the Customer has provided user IDs to other parties, DNA is not liable to these parties in any issues relating to its e-services.

### 6. Termination of the agreement

- **6.1** The Customer may terminate this agreement in writing with a two-week (2) notice period.
- **6.2** DNA has the right to terminate this agreement with a two-week (2) notice period.

## 7. Period of validity

- 7.1 This agreement is valid from the date it was signed until cooperation between the two parties ends, or until the Customer terminates the agreement as per Section 6.1, or until DNA terminates the agreement in accordance with these terms and conditions.
- 7.2 These terms and conditions of use for DNA's e-services will take effect from 1 April 2019 and remain valid until further notice.
- 7.3 DNA reserves the right to change these terms and conditions of use. Customers will be informed of any changes to these terms and conditions on the e-service website before they take effect. The amended terms and conditions will also be applicable to any agreements made prior to their entry into effect.