

## 1. General

SignSpace® is a cloud based business platform for collaboration within and between organizations. SignSpace allows an organisation to share, refine, approve, sign and organise digital content in a secure way with its business partners and consumers.

SignSpace is provided by Platform of Trust Oy ("Supplier"), Business ID 2980005-2, Tarvonsalmenkatu 17 B, 02600 Espoo, Finland.

These Terms of Service ("Terms") shall govern Supplier's provision of SignSpace service to its Customers.

## 2. Definitions

Admin User	means a natural person who is granted right to add and remove Users in an Organisation Account and administer Customer's subscriptions.
Customer	means the legal entity or natural person who is named as an account holder for an Organisation Account or a Personal Account.
Intellectual Property	
Rights	mean any patents (including utility models and rights to patent an invention), design patents, designs (whether or not capable of registration) and other like protection, copyrights and trademarks as well as any trade secrets and other information or know-how subject to statutory protection.
Organisation Account	means SignSpace account for a legal entity identified by business ID or company number.
Personal Account	means User's SignSpace account that is intended to be used for personal use only.
Service	means SignSpace service that is available from <a href="http://www.signspace.com">www.signspace.com</a> .
User	means Customer's Admin User, other users that Admin User has linked to Customer's Organisation Account and a user that is using a Personal Account.
User Guide	means the latest published version of SignSpace User Guide that is published at the SignSpace website.

## 3. Account registration

You must be at least 16 years old in order to use SignSpace. You must provide your full name and your contact details at the registration. You may also provide additional information such as a picture to be used as your profile picture in the service. In order to sign documents in SignSpace you may need to provide your national person identity number for identification verification the purposes.

Supplier may request that you to identify yourself by using SignSpace supported third party strong electronic identification service when you create a new account, register yourself as a user in an Organisation Account, join in any restricted access group or discussion thread, sign documents or wish to make changes in your account or subscription. Supplier may request you to regularly renew your electronic identification at intervals decided by Supplier.

You may use SignSpace service only on the condition that you accept these Terms, SignSpace Certification Policy and Certification Practice Statements for electronic signatures and advanced electronic signatures, SignSpace Privacy Policy and SignSpace Data Processing Agreement (these documents together "Terms of Service"). If you don't accept, you may not use the Service.

## 4. Account types

There are two types of accounts in SignSpace.

Personal Account is an account that you may use for your personal, non-commercial use. In case of a Personal Account you are the "Customer".

Organisation Account is an account that can be used for the business purposes of the named organisation account holder. In case of an Organisation Account, the "Customer" is the named organisation account holder. Organisation Account can have one or more users and must have at least one named Admin User. Organisation Account may have one or several designated Account Owners who are authorised by the Customer to have access to all or part of Customer's Content or documents that are signed on behalf of the Customer.

You can have one or several Personal Accounts. You can be accepted as a user for one or several organisation accounts if both you and the organisation account holder wish to link you to the organisation account.

Messages and signing requests that are sent to you will be directed to the respective account based on the email address or account and user specific SignSpace user ID used. You may define different email address for each account that you are using.

## 5. Subscription types

Your SignSpace subscription may be a paid subscription or a freemium subscription with limited functionalities. Subscription types and their features and fees are set out in SignSpace website. Supplier may, at its sole discretion, add, modify or delete available subscription types and their service features. If your current subscription type will be discontinued, you will be notified of that in the SignSpace website and your subscription will be automatically converted to a subscription type that is the best match with your previous subscription.

## 6. SignSpace CA

SignSpace uses public key infrastructure for electronic signing of documents. Supplier operates SignSpace Certification Authority ("SignSpace CA") that issues and revokes certificates for electronic signatures and advanced electronic signatures in accordance with its Certificate Policy and Certification Practise Statements. SignSpace CA Certificate Policy and Certification Practise Statements are published at SignSpace website.

Users can revoke certificates issued to their mobile device by using the revocation services that is described in the SignSpace website.

## 7. Use of the Service

### 7.1 Customer's right to use the Service and SignSpace Key

Customer and Customer's licensed users may use the Service for lawful purposes for the duration of Customer's subscription provided that the Customer and its users comply with the Terms of Service.

Customer's licensed user may download SignSpace Key application from AppStore or Google Play. Supplier grants to the licensed user a non-exclusive, non-transferable license to install SignSpace Key on the designated mobile device and use it in connection with user's own authorised use of the Service for the duration of user's subscription.

User is obliged to:

- use SignSpace Key only on a mobile device that is under his/her sole control;
- keep the mobile device locked when not in use and allow access to the device only after providing correct access code/biometric ID;
- keep mobile device's access codes confidential and do not disclose them to any person; and
- revoke immediately his/her private key through the certificate revocation service, if the mobile device is lost or if user suspect that his/her private key is compromised.

### 7.2 Intellectual Property Rights

Supplier and its licensors retain ownership of all Intellectual Property rights in the Service, any software included in the Service, SignSpace Key application and in all trademarks and service marks associated or displayed with the Service. You may not reverse engineer, reverse compile or otherwise reduce to human readable form any software associated with the Service. SignSpace is a trademark of Supplier.

Customer retains all Intellectual Property Rights in Customer's Content.

### 7.3 Suitability of the Service for Customer's needs

Customer shall be responsible for the suitability of the Service for Customer's needs including, but not limited to, suitability of the electronic signatures created through the Service for Customer's needs.

### 7.4 Users and User IDs

Customer shall be responsible for the activities of their users undertake within the Service and for the Content that Customer's users upload or create in the Service.

The Service may provide different user roles with different access and use rights. Currently available user roles and user management functionalities are described in the User Guide.

Each user shall use only his/her own SignSpace User ID and user credentials. Users shall protect their User IDs, passwords, private keys and other SignSpace credentials against accidental disclosure to third parties. Customer or its user shall notify

Supplier without delay in case of suspected loss, disclosure or unauthorized use of user's SignSpace User ID or other credentials.

Supplier shall be entitled to change the user's user name or password, and any other credentials that may be required for using the Service, where this is necessary for technical reasons or on some other grounds that Supplier considers to be justified. Supplier shall not be liable to pay compensation for modifying such credentials.

### 7.5 Electronic signatures

Customer's users may execute electronic signatures for documents in the Service. All electronic signatures created in the Service are either basic electronic signatures or advanced electronic signatures as set out in the EU eIDAS Regulation (No 910/2014).

In order to execute an advanced electronic signature, the user shall install SignSpace Key mobile application on a secure mobile device that is under user's sole control and create and store private keys on the device.

### 7.6 Content

Customer shall be responsible for all Content that its users upload or create in the Service. Customer warrants that Customer has sufficient rights to make its Content available in the Service and that no Content breaches any third-party Intellectual Property Rights, is illegal, obscene or abusive, contains malware or harmful code or is otherwise in breach of Terms of Service.

Customer grants to Supplier, solely for the purposes of Supplier providing the Service to Customer as described in the User Guide, a non-exclusive, irrevocable, royalty free, fully paid up, worldwide and transferable right to access and copy any Content that Customer's Users have uploaded or created in the Service and make such Content available to other SignSpace users through the Service in accordance with the selected access rights level.

Customer grants to other SignSpace users a non-exclusive, irrevocable, royalty free, fully paid up, worldwide and non-transferable right to access and copy any Content that Customer's users have downloaded in the Service and make such Content available to other SignSpace users through the Service in accordance with the selected access rights level and in a manner Customer may have specifically agreed with the recipients of such Content.

Supplier undertakes to keep Customer's Content confidential and not to use Content for any other purposes than for the purposes of providing the Service in accordance with these Terms of Service.

Provided that Customer has paid all service fees when due, Supplier retains Customer's signed Content in the Service for a period of 10 years, or until Customer deletes such Content. Chat discussions and messages are as default retained for 12 months, unless Customer orders separately charged archiving service.

### 7.7 Sharing of Content

Collaboration and communication between SignSpace users can be organised in different levels (such as group and space) that are described in the User Guide. Each group, space, chat and other similar grouping will have one or several owners who are authorised to make decisions who can participate in the group as a member and to what extent the Content distributed in the group can be accessed by other users within the participating Organisation Accounts and Personal Accounts. Selected access rights level is visible to users when they access the Content. Content that has been shared to another user remains visible to that user for the duration of the defined retention period or until the user deletes such Content from his/her own account.

Customer shall advise and instruct its users on its internal policies and guidance concerning access to and sharing of Customer's Content in the Service. Customer shall be responsible for agreeing with its business partners on confidentiality obligations and restrictions of use that may apply to any Content that Customer provides to its business partners through the Service.

### 7.8 Prohibited use

The following activities are prohibited. The list below is not intended to be an exhaustive list but provides a framework of activities that fall in the category of unacceptable prohibited use:

- Use of SignSpace for, or in connection with, any illegal activities;
- Setting up an account using false or forged identity;
- Revealing or sharing your user credentials, passwords, private keys or otherwise allowing others to use your account;
- Introduction or distribution of illegal, fraudulent, discriminatory, obscene, defamatory or harassing content in SignSpace;
- Sharing or distributing any third-party content without sufficient rights to do so;
- Any kind of harassment of other SignSpace users whether through language, frequency of unsolicited communication, or size of messages;

- Introduction of malicious or harmful code or content (e.g., viruses, worms, trojan horses, etc.) in SignSpace environment; and
- Accessing or attempting to access SignSpace servers, accounts or service areas for any purpose other than authorized use of the licensed user acting in compliance of the Terms of Service or undertaking any other activities that target to resulting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the user is not an intended recipient or logging into a server or account that the user is not expressly authorized to access. Disruption includes, but is not limited to, denial of service attacks, network sniffing and any attempts to forge user, location or other information for malicious purposes.

#### 7.9 Use through standard API

When separately agreed between the parties, Customer may integrate the Service with a Supplier accredited third-party IT system and use the Service through standard API provided by Supplier.

#### 7.10 Customer's equipment and software

Customer shall be liable for procurement, maintenance and operability of the hardware, software, network connections and other equipment that Customer uses for accessing the Service. Such Customer equipment and resources may not disturb or otherwise cause inconvenience for the Service or other users. Customer shall be liable for appropriately managing the data security of its own information systems.

#### 7.11 Feedback and development ideas

Customer and its Users may, at their sole discretion, provide feedback and development ideas to Supplier. Supplier may use such feedback and development ideas in the further development of the Service freely and without any obligation to provide any kind of compensation to anyone.

#### 7.12 Changes in the Service and API

Supplier may, from time to time, make changes to the Service and any API provided by Supplier. Supplier undertakes to notify reasonably in advance its customers through the SignSpace website on any material changes in the Service or its API.

### 8. Subscriptions and service fees

Customer's subscription for the Service is effective starting from time when Customer's first user was registered in the Service. Supplier will publish available subscription types and their features and fees and other service fees on the SignSpace website.

### 9. Payments

Annual subscription fees shall be invoiced in advance for the 12 months period starting from the date of subscription. Other service fees shall be invoiced in the manner indicated in the services price list, either on the date of subscribing to the service or in arrears after the performance of the service in question.

Supplier's refund policy is published at the SignSpace website.

Payment term for all invoices shall be 14 days from the invoice date. The invoice must be paid on or before the due date. Supplier shall be entitled to collect delay penalty interest on delayed payments reckoned as of the due date in accordance with the Interest Act. Supplier shall be entitled to charge invoice reminder fees in accordance with Supplier's general services price list to cover the associated costs of processing invoice reminders. Supplier shall also be entitled to charge reasonable invoice collection costs or to assign the invoice for collection by another company.

Supplier shall be entitled to discontinue Customer's users' access to the Service and revoke any private keys installed on users' mobile devices if Customer fails to pay all unpaid overdue invoices within two (2) weeks of Supplier sending a payment reminder. Supplier shall be entitled to collect reasonable compensation for re-activating the Service.

### 10. Service Providers

Supplier may use third-party service providers and their services as a part of the Service. Such service providers may include entities providing or transmitting authentication services (such as Finnish TUPAS or mobile authentication) and electronic certification and verification services.

Supplier may use subcontractors for the provision of the Service. Supplier shall be responsible for its subcontractor's work as its own work.

## 11. Processing of personal data

Supplier is the controller of personal data files that is stored in SignSpace user register, SignSpace signing event register and SignSpace CA's certificate registers. Descriptions of the registers and their Privacy Policy are available on the SignSpace website. Supplier processes all personal data stored and processed in SignSpace in accordance with the applicable laws and these Terms of Service.

Customer shall be responsible for any personal data included in any Customer Content and is the controller of any personal data files arising out of Customer's Content. Customer may not include personal data in Customer's Content without first ensuring that SignSpace as a system is suitable for processing such personal data, that the selected access right level that governs sharing of Content is suitable for the processing task at hand and that Customer performs its processing in full compliance with all applicable laws.

Supplier's Data Processing Agreement governs Supplier's processing of Customer's personal data included in Customer's Content when Customer is the controller and Supplier is the processor processing personal data on behalf of Customer.

Processed personal data includes:

- names, company affiliation, email addresses, profile pictures and granted access rights of Customer's users and other persons that are engaging in communication with the Customer using SignSpace
- Content provided by the user

## 12. Data Security

Customer understands and acknowledges that no online environment or cloud service provides total data security nor can be completely secured against vulnerabilities.

Supplier shall be liable for ensuring that the provided level of data security in the Service complies with all applicable statutory requirements in Finland. Supplier shall use in the provision of the Service data center(s) that are located within the European Economic Area and that provide data security level that is appropriate for the Service. Data center services are provided using ISO27001 certified services platform that is replicated in two physical data centers.

## 13. Warranty disclaimers

Except as expressly provided elsewhere in SignSpace Certification Practise Statement, Certification Policy and in the applicable legislation, Supplier disclaims all warranties and obligations of any type relating to SignSpace service, SignSpace Key application and electronic signatures executed in the Service, including any warranty of merchantability, fitness for a particular purpose, and any warranty of accuracy of information provided (except that it came from an authorised source), and further disclaims any and all liability for negligence and lack of reasonable care on the part of SignSpace users and third parties relying on electronic signatures. Supplier does not warrant non-repudiation of any signature, certificate or message. Supplier does not warrant any software.

Supplier shall not be liable for the damage caused by the disclosure of a user's private key, unless the disclosure is the direct result of Supplier's actions. User's responsibility for his/her private key ends when the user has provided Supplier with sufficient information to revoke the certificate and SignSpace CA has confirmed that it has received the request for revocation. The user shall make a request for revocation immediately after his/her private keys have been compromised or lost.

Supplier shall not be liable for any kind of damages, losses or expenses arising from or in connection with the use or the reliance of a revoked or expired certificate.

Supplier shall not be liable for the functioning or availability of the Internet or other public telecommunication networks or subscriber's own IT environment and devices.

Supplier may interrupt SignSpace service or parts of it to carry out modifications or maintenance. Scheduled maintenance breaks and modifications to the revocation list will be notified in advance on SignSpace website.

Supplier may, at its sole discretion, develop SignSpace service and its certificate services. The Customer, user and relying party shall be responsible for their own expenses arising from the changes made in SignSpace service or its certificates.

## 14. Limitation of liability

Supplier shall not be liable for any indirect or consequential damages, including but not limited to, any loss of profits, loss of business or loss of data caused to the Customer, user, relying party or their business partners even if Supplier has been advised of the possibility of such damages.

In no event shall Supplier's liability for direct damages, if the damage is the direct result of Supplier's actions, exceed 15% of the amount, excluding VAT, that was paid to Supplier for the user's use of the SignSpace service during the previous 12 months.

## 15. Term and termination

### 15.1 Termination without cause

Customer may terminate its subscription at any time through the Service. If the subscription is terminated before the expiry of the paid subscription period, Supplier may provide refund as described in Supplier's refund policy, as amended from time to time. Refund policy is published at the SignSpace website.

Supplier may terminate any subscription upon 6 months prior written notice to Customer. Upon such termination, Supplier shall refund Customer any subscription fees that are paid for period after the termination.

### 15.2 Termination due to breach of contract

If Customer or its user has breached Terms of Service and, if such breach can be rectified, has failed to rectify such breach within 30 days of Supplier written notice thereof, Supplier may, by written notice to Customer, terminate Customer's all subscriptions with immediate effects and discontinue users' access to the Service.

Supplier may terminate Customer's subscriptions with immediate effects if Customer is declared bankrupt or Customer's business activities have been recorded as terminated in the trade register.

### 15.3 Return of the Content of the Customer

Upon termination or expiry of Customer's subscription for reasons other than those set out in Section 15.2, Supplier undertakes to assist Customer in transferring Customer's Content in electronic format to Customer. Supplier may invoice for such assistance at the hourly rate set out in Supplier general price list.

## 16. Force majeure

Supplier shall be not liable for delay and damage caused by an Force Majeure event beyond Supplier's control. Such force majeure events shall include, if not proven otherwise, inter alia, war or insurrection, flood or other similar natural catastrophe, interruptions in general traffic, data communication or supply of electricity, import or export embargo, strike, lockout, boycott or other similar industrial action. A strike, lockout, boycott and other similar industrial action shall also be considered, if not proven otherwise, a force majeure event when the party concerned is the target or a party to such an action.

A force majeure event suffered by Supplier's subcontractor shall also be considered a force majeure event if the work to be performed under subcontracting cannot be done or acquired from another source without incurring unreasonable costs or significant loss of time.

Supplier shall announce force majeure on its website immediately after it arises if such an announcement is possible.

## 17. Amendments to these Terms of Service

Supplier shall be entitled to amend these Terms by announcing the amendments on the Services website one (1) month before such amendment takes effect. Customer may not continue to use the Service if Customer does not accept the amended Terms. Customer's continued use of the Service shall be considered to constitute acceptance of the amended Terms.

## 18. Assignment

The Customer shall have no authority to assign its right to use Services or any agreement concluded concerning the Services to a third party without prior written consent of Supplier.

Supplier shall be entitled to assign this agreement to a third party if Supplier assigns simultaneously its all business concerning SignSpace Service to the same third party.

## 19. Governing law and dispute resolution

This contractual relationship between the Customer and Supplier shall be governed by the laws of Finland. Any disputes shall primarily be settled through mutual negotiations between the Parties within one month. Should the Parties fail to reach a settlement that satisfies both Parties the dispute shall be settled at the District Court of Helsinki.

## 1. Scope

This Data Processing Agreement shall apply when Platform of Trust Oy ("Supplier") processes personal data on behalf of the Customer (who is the controller) when Supplier provides the following SaaS services ("Services") to the Customer:

- SignSpace (users of the organisation account and their content)
- other subsequently agreed services where the Customer is the controller of a data file

When using these Services the Customer acts as the controller and the Supplier acts as the processor of personal data acting on behalf of the controller. In addition to this Data Processing Agreement, Supplier's Terms of Use for the Service shall apply. In case of discrepancy between this Data Processing Agreement and the Supplier's Terms of Use, this Data Processing Agreement shall take precedence.

## 2. Definitions

"Personal data" means any information relating to an identified or identifiable living natural person.

"Processing" means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"Controller" means anyone who alone or jointly with others determines the purposes and means of the processing of personal data

"Processor" means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.

"Agreement" means the agreement between the User and Supplier on the provision of the Services including applicable Supplier's General terms and conditions and the specific terms and conditions of applying to each Service.

"Data protection legislation" means the General Data Protection Regulation (679/2016) of the European Union, any other applicable national data protection provisions, and any regulations and instructions issued by the data protection authorities.

## 3. Nature and purpose of processing

Supplier shall process Controller's personal data as follows:

### 3.1 Scope and duration of processing

Supplier acting as a Processor processes Controller's personal data that is stored in the Services set out in section 1. Supplier will process personal data as long as Controller is using each Service. Upon termination or expiry of the Agreement Supplier shall cease processing personal data and return or delete personal data in the manner described in the Terms of Use of each Service.

### 3.2 Nature and purpose of processing

Supplier shall process Controller's personal data in order to provide the Services to its customers. In the course of the provision of the Services Supplier will process personal data for the purposes of delivery of the Services, billing, customer support, prevention and investigation of errors or misuse of the Services, measuring quality and performance of the Services and for the further development of the Services.

In the course of delivery of the Services Supplier will collect log files on the use of the Services and will process collected log files for the above listed purposes. Supplier is the controller of the log files.

### 3.3 Types of personal data and categories of data subjects

Types of personal data and categories of data subjects are described in the Terms of Use of each Service.

#### 4. Controller's responsibilities and rights

4.1 Controller shall take all necessary measures to ensure that Controller acts in full compliance of the data protection legislation when Controller transfers processing of personal data to Supplier.

4.2 Controller has the right to give binding written instructions to Supplier on the processing of personal. Unless otherwise agreed, the parties shall consider Controller's binding written instructions to be that Supplier provides the Services in accordance with the Agreement and at the time valid service descriptions. Supplier shall have the right to terminate the Agreement, if Controller orders in its binding written instructions measures that are not technically feasible or if Controller refuses to compensate the costs of taking such measures.

#### 5. Processor's responsibilities and rights

5.1 Supplier shall process personal data in compliance with data protection legislation and in accordance with the Agreement and Controller's binding written instructions. Supplier shall notify Controller without delay if Supplier considers that Controller's instructions infringe the data protection legislation.

5.2 Supplier shall keep Controller's personal data confidential and not to disclose the personal data to any third parties or in any other way use the personal data in contradiction with the Agreement. Supplier shall also ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

5.3 Supplier shall implement all appropriate technical and organisational measures necessary in order to combat and protect personal data against unauthorised or unlawful processing and protect personal data against unintentional loss, change, destruction or damage.

5.4 Supplier shall assist Controller (taking into consideration the nature of processing) by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Controller's obligation to respond to and to fulfil requests from data subjects exercising their rights laid down in Chapter III of the GDPR.

5.5 Supplier shall assist Controller to assist Controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR (implement security measures, manage personal data breaches, conduct data privacy impact assessments and participate in prior consultations with the supervisory authority) taking into account the nature of the processing and the information available to Supplier.

5.6 Supplier shall make available to Controller all information necessary for Controller to demonstrate its compliance with the obligations of a controller.

5.7 Supplier shall without delay inform the customer of all requirements and inquiries made by the data subjects or data protection authorities concerning Controller's processing of personal data.

#### 6. Audit

6.1 Controller has the right, at its own cost, to audit Supplier's and its sub-processor's compliance with this Data Processing Agreement. Unless otherwise agreed, Controller shall appoint an independent third-party expert as an auditor. The auditor cannot be Supplier's competitor. Supplier has the right to reject an auditor that does not meet this criteria.

6.2 Controller shall notify Supplier of the audit no less than two weeks in advance. The auditor shall commit to confidentiality prior commencement of the audit. The level of confidentiality obligations shall be at least the same as agreed in the agreement.

6.3 Supplier shall participate in the audit at its own cost.

#### 7 Location of personal data

7.1 Supplier shall be entitled to transfer personal data freely within the European Union or the European Economic Area in order to provide the Services. Controller is entitled to receive information from Supplier at any time on location where personal data is processed.

7.2 Supplier shall not transfer Controller's personal data outside the European Economic Area otherwise as set out in the service agreement without Controller's prior written consent.



## 8 Sub-processors

8.1 Controller grants Supplier a general authorisation to engage sub-processors located within the European Economic Area when Supplier delivers the Services to Controller. Supplier undertakes to make a written agreement on the processing of personal data with each sub-processor so that the sub-processor is obliged to fulfill at least the same level of obligation as those set out for Supplier in this document.

8.2 Controller is entitled to receive information of sub-processors used by Supplier from time to time and any changes that Supplier makes in the use of sub-processors. If Controller does not accept a change in the sub-processors, Controller shall have the right to terminate agreement concerning the Service with immediate effects.

## 9 Maintenance, deletion and return of personal data

9.1 During the term of the service agreement Controller shall be responsible for maintenance of its personal data and deletion of any unnecessary data. During the term of the service agreement Supplier may not delete Controller's personal data otherwise as set out in the Terms of Use of the Service without Controller's explicit request for such deletion. However, Supplier may on its own initiative during its normal service maintenance operations correct any obvious errors in data such as erroneous country codes for telephone numbers. Supplier shall notify Controller in writing of any performed corrections.

9.2 At the termination of the service agreement Supplier either returns or deletes Controller's personal data in the manner as described in the Terms of Use for each Service.

## 10 Records of processing activities

Supplier shall keep available to Controller Supplier's records of processing activities when acting as Processor.

## 11 Service fees

Supplier shall be entitled to charge Controller in accordance with Supplier's valid services price list for the tasks Supplier has performed at Controller's request pursuant to this Data Processing Agreement to the extent the performance of such task is not included in the standard services fees for the Service in question.

## 12 Liabilities

12.1 Either party's liability towards the other party for damages arising from processing of personal data shall be limited in aggregate to the sum that equals 20% of the service fees (excluding VAT) the User has paid to Supplier for the Service or part of Service during the past 12 months.

12.2 Neither party shall be liable for any indirect damages.

12.3 This limitation of liability shall not apply to damages caused by wilful act or gross negligence.

## 13 Contact persons

Controller shall provide Supplier with the name and contact details of the person(s) within their organisation being responsible for Controller's processing of personal data and data protection.

Contact information of Supplier's Data Processing Officer:

Email: [dpo@vastuugroup.fi](mailto:dpo@vastuugroup.fi)

Mail address: Platform of Trust Oy  
c/o Vastuu Group Oy  
Data Protection Officer  
Tarvonsalmenkatu 17 B  
02600 Espoo  
Finland