



## 1. Scope

These special terms and conditions apply to the Ilmoita service and the Valtti card service (the "Services") provided by Suomen Tilaajavastuu Oy ("STV") and to the use of any content provided through the Services. The use of the Services is also subject to STV's general terms and conditions of use and the special terms and conditions for the processing of personal data, which are supplemented by these special terms and conditions. If any discrepancies arise or are found between these special terms and conditions, STV's general terms and conditions of use, or the special terms and conditions for the processing of personal data, these special terms and conditions shall take precedence.

## 2. Ilmoita service

### 2.1 Scope of the Ilmoita service

Ilmoita is a free service for employer companies in the construction sector to transfer employer and employee data in an electronic format to the personal data files of the purchaser of the work, the main contractor of the building site, or some other administrator of the work site. The Service can be used e.g. for collecting and transferring employee and employer data to main contractors that use STV's work site register or a similar third-party system to be used by the main contractor in preparing and submitting the employee reports required by the Act on Taxation Procedure to the Finnish Tax Administration of persons working at the building site.

The employer can use the Ilmoita service for ordering additional billable services (such as Valtti cards or ePerehdytys certificates) for their employees and for submitting notifications to the Finnish occupational health and safety authority on posting workers to Finland as set out in Section 7 of the Finnish Act on Posting Workers (447/2016). The notification function collects the following basic information from the work site register, using the building site ID provided by the User: the identification details and contact information of the contractor, the builder and the main contractor, and the location where the work is to be performed. The contractor, the builder and the main contractor of the building site have the right to view all notifications submitted by the User that are linked to the building site ID together with the employee data that was used as a basis for calculating the estimated number of posted workers specified in the notification. The User is responsible for checking and correcting any information provided in the notification drafts and is also responsible for the correctness and accuracy of the notifications sent by the User through the Service. STV only acts as the technical intermediary of the notifications.

The Ilmoita service is compatible with the complementary Valtti card and Taito Competence Register services, which are subject to a separate fee. Qualification data supported by the Taito Competence Register (e.g. ePerehdytys certificate within the Finnish construction industry) are added automatically to the employee data of employees that the employer has entered into the service. STV receives such competence data electronically from the third party that grants or maintains the said qualifications.

### 2.2 Processing of personal data within the Ilmoita service

Use of the Ilmoita service results in the creation of an employer specific employee register within the Service. The employer is the controller of this data file. STV processes the personal data saved in the employee register as a processor acting on behalf of the controller in accordance with these special terms and conditions and the special terms and conditions for the processing of personal data.

The controller processes, in the Ilmoita service, the personal and employment data of its own employees to be able to transfer this personal data through the Service to third parties in order to fulfil its statutory and contractual notification liabilities of a controller in the manner described in the terms and conditions of the Services. The controller can also process personal data in order to purchase additional services from STV that are subject to a separate fee, such as Valtti cards or ePerehdytys training services.

Data subjects of the employee register are employees, officers, unpaid voluntary workers, or independent workers, or trainees working for the employer.

The personal data processed in the Service include the following categories of personal data, depending on the service components selected by the employer:

- name
- identity number, tax number, date of birth
- registration status in the tax number register of the Finnish Tax Administration
- photograph
- nature of employment

- employer's name, business ID, contact details, and the name and contact details of the company's representative
- country of residence
- nationality
- telephone number
- email address
- address in the country of residence
- ePerehdytys subscription status
- Valtti card status
- the last verification date of personal data
- employee's status as a posted worker and details of the related A1 certificate (subject to a separate agreement)

In addition, the above information may be linked to data contained in STV's Valtti card register and the Taito Competence Register.

### 2.3 Transfer of employee data

The User can transfer the personal data of the User's own employees to business partners through the Service for the following purposes:

- preparation of a list of persons working at the construction site pursuant to section 52b of the Occupational Safety Act (738/2002)
- verification of the validity of the photographic ID required at the construction site pursuant to section 52b of the Occupational Safety Act (738/2002)
- implementation of worksite orientation required by the Occupational Safety Act (738/2002) and all other measures required from the main contractor in order to ensure and promote safety at work;
- preparation of monthly employee reports to the Finnish Tax Administration as required by section 15 b of the Tax Procedure Act (1558/1995)
- fulfilment of all other statutory or contractual obligations of the party
- implementation of access control at the construction site or other work site
- verification of qualifications of a person participating in worksite orientation at the construction site or other work site
- verification of the validity of qualifications required for a work task
- ensuring compliance with occupational safety regulations
- supervision at the construction site or other work site
- ensuring compliance with the party's own quality, operating or similar systems
- ensuring compliance with contracts of contractors or independent workers operating at the partner's building site or other work site
- other purposes subject to the data subject's explicit consent.

When personal data is transferred to the personal data file of another controller, interfaces provided by STV shall be used for the transfer and the contractual relationship between the employer and the second controller and the purpose for which the data is to be used must be verified e.g. by means of Valtti card credentials.

The employer must ensure that they have the sufficient rights to save the personal data of their employees into the Service and to transfer such data to business partners as set out in this document and the privacy notice of the Service.

The employer must ensure that all data that they enter into the Ilmoita service is correct and up-to-date, particularly data concerning the employee's employment. The employer may not enter into the service, as their own employees, persons who are employed by a subcontractor, partner, or a third party.

### 2.4 Maintaining and deleting personal data

Employers using the Ilmoita service must keep the data contained in their employee register within the service up to date. The employer must, at STV's request and at least once in every 12 months, verify in the Service that the employment of each employee included in the employee register is still valid and that their personal data is correct.

The employer authorises and instructs STV to enter employees the employer has added to the Ilmoita service into the tax number register of the Finnish Tax Administration, to verify at a regular interval that they are included in the tax number register, and to automatically re-enter them into the tax number register when the employer has within the past 24 months verified that the employment and personal data are up to date in the Service.

The employer authorises and instructs STV to automatically delete employees from the employee register and to deactivate their Valtti cards when the employer has not within the past 24 months verified the validity of their employment and the correctness of their personal data contained in the employee register. STV will remind the employer in good time beforehand of the need to verify the employee data contained in the employer register through the user interface of the Service. STV will also send a verification request to the contact person email address provided by the employer in the Ilmoita service, or when no contact person has been specified, to the email address of any other named user. STV will send a data verification request by email no later than 30 days before the automatic deletion of employee data and deactivation of the Valtti card. The request states that unless the employer verifies the data by the date specified in the request, employee data will be deleted and the Valtti card of the employee will be deactivated automatically.

If the employer repeatedly neglects their duty to maintain the data contained in their employee register and to ensure that the said data is up to date, STV has the right to terminate the employer's right to use the Ilmoita service, delete the data contained in the employer company's employee register, and to deactivate all valid Valtti cards ordered by the employer, if the employer fails to correct their neglect within 30 days from the date that STV sent an email request to do so. The request will be sent to the contact person email address that the employer has specified in the Service, or if no contact person has been specified, to the email address of any named user.

During the use of the service, the employer is responsible for maintaining the data saved in their employee register and for entering the end of each employment into the register. If the employer discontinues their operations without marking the employment relationships as having ended, STV can do this on its own initiative.

Employment and personal data of each former employee will be stored in the service for the minimum of 18 months, which is the time during which users of the service that acted as the main contractor can make correction notifications in the employee reports they have submitted to the Finnish Tax Administration.

Once the employment relationship has ended, the employment and personal data of the employee can be stored in the work site register of the main contractor that uses STV's work site register services, for as long as the information concerned is needed for the purposes mentioned above by other users. The minimum data storage period in accordance with the Taxation Procedure Act (1558/1995) is six years from the end of the year when the building site was completed.

### **3. The Valtti card**

The Valtti card is a photographic identification card for use at building sites, in accordance with the Occupational Safety and Health Act. Valtti cards can only be issued to persons who are registered with the tax number register of the Finnish Tax Administration at the time the card is ordered.

There can be two cards in the card package: The Valtti smartcard and the photographic identification card required at worksites. The Valtti smartcard is based on RFID technology. All information printed on the card is stored in an electronic format in STV's Valtti card register. Third parties may retrieve Valtti card data for use at a building site or another work site for the purposes set out in section 2.3. The Valtti card register contains at least the following information: name, photograph, and tax number of the employee; name and business ID of the employer company; expiry date, number, and other identifiers of the card; the standard template; and the status of the card.

The Valtti card package is available as a basic version and a business group version. The business group version features pre-printed card blanks and the ability to add proprietary applications on the smartcard. Deployment of the business group version requires a separate agreement with STV.

The technical features of the cards are described in the valid user guide.

### **4. Ordering Valtti cards**

Ordering Valtti cards requires that the User has registered with the tilaajavastuu.fi service. Valtti card packages can only be ordered as a self-service by persons who have access to a strong electronic identification service that is accepted by STV. STV will separately specify the manner of delivering Valtti cards outside Finland.

The User must enter and check the details of their employees on the Ilmoita service before ordering Valtti cards. The User is responsible for ensuring that the details on the ordered cards are correct and include no typographical errors.

The standard Valtti card package is usually delivered within 14 days. Card packages will be sent by post to the delivery address in Finland that has been provided by the User in the order.

## **5. Approval of delivery**

The User must notify STV of any defects in the Valtti card package in writing and without undue delay. The User must specify the defect and describe it in more detail if requested by STV.

The delivery of cards shall be deemed approved: (i) if the User does not report any defects in writing within fourteen (14) days of the said delivery, (ii) if the User explicitly approves of the delivery, or (iii) when STV has rectified defects due to STV that prevented approval and were reported by the User in the manner described in the above and by the set time limit, or (iv) when the User has started using the card. Whichever of the above is the earliest shall apply.

Defects that do not materially impair the use of the card shall constitute no impediment to approving the delivery. The User must notify STV without undue delay if a card fails to comply with the order or is otherwise defective by emailing to [asiakaspalvelu@tilaajavastuu.fi](mailto:asiakaspalvelu@tilaajavastuu.fi). STV grants to each card a limited three-month warranty as of the order date. The warranty covers the renewal of the card in case of a chip malfunction or other technical fault in the card.

## **6. Validity, deactivation, and renewal of a Valtti card**

The maximum validity period is marked on the Valtti card. After expiry, the card can be renewed by ordering a new card package and paying the associated fee. The employer must deactivate the card without undue delay when the employee's employment ends or the card is lost. Deactivated cards must be destroyed in a secure manner, e.g. by shredding.

STV can deactivate a Valtti card issued to an employee without a preliminary notice if the employer that ordered the card has not verified the correctness of the employee's employment and personal data in the Ilmoita service within the past 24 months, or if the employee has been removed from the tax number register of the Finnish Tax Administration. A deactivated Valtti card cannot be reactivated.

STV shall be entitled to deactivate, without an advance notice, Valtti cards that contain incorrect or incomplete information or have been used in a manner contrary to the terms and conditions of the card. STV has the right to deactivate all Valtti cards issued to the employer's employees if the employer has neglected their duty to maintain the data contained in their employee register in a manner described in section 2.4.

## **7. Right to use a Valtti card**

The User shall be entitled to use Valtti cards issued to their employees and the electronic card database associated with the Valtti smartcard in their own in-house business operations for the purposes specified in section 2.3 and during the validity period indicated on the card on condition that the employment and personal data specified on the card or entered into the electronic card database or other registers are valid and the card is only used by the employee to whom the card was issued.

The User shall also have a non-exclusive and non-transferrable right to use the Valtti smartcard and the software included therein for the validity period of the card. The User shall have no right to copy, make or commission modifications to the cards or smartcard software, or to reverse engineer, decompile or otherwise attempt to extract the source code from the software on the smartcard. Copyright and other intellectual property rights to the smartcard software, the electronic card database and their documentation shall remain the property of STV or of its licensors.

The User shall have no right to use the cards and electronic card database for providing them or the information therein as a service to third parties. The user shall have no right to surrender the cards or the information in the electronic card database to a third party except where expressly permitted under these special terms and conditions or in the user guide documentation for the smartcard.

## **8. Special terms and conditions of business group cards**

A User seeking to conclude a business group agreement on Valtti cards with STV must ensure that it has the right to sign the agreement on behalf of all the designated group companies. The User must confirm the group companies to be covered by the agreement by completing a form specifying the name and business ID of each group company, together with the name and contact details of their contact person.

The User and the group companies that the User represents must approve the combining of group company data within STV's services in order to enhance their availability. This means that the group companies will have access to one another's employer and employee details and other information on the service.

Where agreed, the group companies covered by the agreement will also have the right to install their own applications and application data on the smartcards, such as locking and details of meals, parking spaces,

and gates. Uploading data onto the card will require a second chip and an encryption key supplied by STV for the use of the group. The group companies shall be responsible for their own applications and their use, as STV will only be unaware of the applications installed on the card by STV. STV shall be in no way liable for the operation and storage of such applications and application data on the smartcard.

The price of the group card service will depend on the number of card blanks and Valtti cards ordered and on the chosen manner of delivery in accordance with the valid price list.

A group enterprise will be entitled to order cards through the STV online service. STV will send the cards by post to the delivery address that the group company has reported electronically to STV. The minimum number of card packages included in the group order is 1,000. The printing house will create specific card blanks for the group companies, and the cards will be made by using these. The Valtti card order process consists of two stages:

- (i) In the preparation stage, card blanks matching the graphic design of the Group are created. This stage includes designing, approving, pre-printing and printing of the card blanks. The delivery period is within about 4-6 weeks of placing the order. Creation of card blanks requires the User to supply the requested materials in accordance with printing house guidelines. The User is responsible for its own card quality control (spelling, design, colour schemes, etc.) with respect to card blank printing.
- (ii) The ordering stage. Processing of orders may begin when the printing house serving as subcontractor to STV has indicated the end of the manufacturing stage. No further modifications may be made to the card blanks at this stage, and all group enterprise cards will be based on the same card blank. Cards may during the ordering stage be ordered within the limits of standard delivery times. The estimated delivery time is 3-7 weekdays. While issuing no binding undertaking to comply with this delivery time, STV and its subcontractor shall endeavour to supply cards within the said delivery time limits.

The printing house will indicate when less than 300 card blanks remain in stock. The User must decide at this point whether to order more card blanks. The minimum order is for 1,000 card blanks. The delivery period is about 1 month.