

We Mail

Special Terms and conditions Applicable commencing 1.12.2018

The service **We Mail** refers to the production and distribution of physical postal or electronic deliveries submitted by the Customer in electronic format (the "Service").

The Service is provided pursuant to these Special Terms and Conditions, Mobile Payment Services Special Terms and Conditions as well as to the provisions of the specific Customer Assignment ("Customer Assignment"). Unless otherwise provided pursuant to these Special Terms and Conditions or agreed separately with PostNord Strålfors, the PostNord Strålfors General Terms and Conditions ("SGTC"), applicable from time to time, shall apply.

Definitions

Business Day: A weekday, which is not a public holiday, with the exception of such days which are customarily full or partial days off in the country where the Service is provided.

Agreement: The agreement which refers to these Special Terms and Conditions, applicable from time to time, the PostNord Strålfors General Terms and Conditions as well as the appendices included therein and other contract documents.

Letter Template: The Customer's material in physical or electronic format, which constitutes the applicable edition for setting up the layout and rules for provision of the Service.

Instructions File Preparation: A document, issued by PostNord Strålfors and which may be unilaterally updated and amended by PostNord Strålfors, with instructions to the Customer with respect to the Service. The version of the document applicable from time to time is available according to Section 10.

Instructions We Mail: A document, issued by PostNord Strålfors and which may be unilaterally updated and amended by PostNord Strålfors, with instructions to the Customer with regard to the Service. The version of Instructions We Mail applicable from time to time is available according to section 10.

Customer Assignment: An appendix to the Agreement, which defines PostNord Strålfors's assignment from the Customer.

Data: The Customer's material in electronic and agreed format, which, according to the instructions in Instructions We Mail constitute the applicable edition and basis for provision of the Service.

Mobile Payment Services Terms and Conditions: The Mobile Payment Services Special Terms and Conditions, applicable from time to time, available according to section 10.

SGTC: The PostNord Strålfors General Terms and Conditions, applicable from time to time, available according to section 10.

1 Scope of the Service

The Service consists of the Basic Service and the Premium Service, as defined below, and of a number of possible options. A more detailed description of the specific scope of the Service is included in the Customer Assignment.

1.1 Basic Service

PostNord Strålfors attends to the data file, printing, enveloping and sorting of the mail items to the Distributor. The Service includes white standard paper (80-90g), printing (simplex/duplex) black 1/0 or 1/1 and enveloping in a standard We Mail envelope with the postage paid-label and Economy or Priority postage included (The postage is not included for letters to the Posti Oy's postal network if the Customer has signed an agreement with Posti Oy for the postal deliveries).

The delivery will take place in mobile payment channels If the recipient (end user) has registered itself as a user of the service and the terms and conditions of the particular service are met. The Customer may deny the use of mobile payment channels in the Customer Assignment.

1.2 Premium Service

PostNord Strålfors attends to the data file, printing, enveloping and sorting of the mail items to the Distributor. The Service includes white standard paper (80-90g/m²), printing (simplex/duplex) Business Colour 4/0 or 4/4 and enveloping in a standard We Mail envelope with the postage paid-label and Economy or Priority postage included (The postage is not included for letters to the Posti Oy's postal network if the Customer has signed an agreement with Posti Oy for the postal deliveries).

The delivery will take place in mobile payment channels If the recipient (end user) has registered itself as a user of the service and the terms and conditions of the particular service are met. The Customer may deny the use of mobile payment channels in the Customer Assignment.

1.3 Material

We Mail items are printed on the agreed standard paper (80-90g/m²) and enveloped in We Mail standard envelopes. Printing and enveloping in standard envelopes in the manner most appropriate for distribution (depending on the amount of sheets per envelope) are included in the basic service. Prices pursuant to the Price Appendix, applicable from time to time.

1.4 Electronic (or other) notification to the Distributor

"Electronic or other notification" means that PostNord Strålfors, on behalf of the Customer, provides notification of mail items in accordance with the distributor's terms and conditions and SGTC.

2 Options

All options are invoiced per customer number.

2.1 Track & trace

The Customer may choose to be connected to the Track & Trace function, which enables tracking of the process of production of the Service postal deliveries produced by PostNord Strålfors through a Web Interface.

2.1.1 Traceability through Web Interface

An Internet based tracking system, through which the Customer may follow the production.

2.1.2 Traceability through Web Services

Tracking by Web Services enables the Customer to follow the production through PostNord Strålfors Web Services Interface by getting status reports at certain stages of the production process.

2.2 Duplicate File Check

The option Duplicate File Check allows for recognition of duplicate sending of mail items. Files are identified using an algorithm, calculated individually for each file and which is based on the content of that file. When the program discovers that the exact same file has been delivered to PostNord Strålfors multiple times, the program suspends processing the file and the Customer is notified of the error through PostNord Strålfors's customer service.

2.3 Delivery receipt by e-mail

To confirm that the file has been received, a delivery receipt shall be sent to the e-mail address indicated by the Customer.

The delivery receipt shall contain information regarding the name, time of reception and size of the received file.

2.4 OmaPosti

As an option, the Customer may choose to send letters to the OmaPosti system maintained by Posti Oy.

2.5 Email

As an option, the Customer may choose to send letters through email channel. Letter is sent as pdf attachment to email to address provided by the Customer.

3 Supplemental Services

Supplemental services are linked to the Service following a separate agreement thereon. Prices and Special Conditions for Supplemental Services are set forth in the Price Appendix and Special Terms and Conditions for each service, applicable from time to time, and available according to section 10.

4 PostNord Strålfors's Undertakings

PostNord Strålfors shall provide the Service as described in detail in the Customer Assignment in accordance with these Special Terms and Conditions and the SGTC.

4.1 Letter Template and Data

Upon termination of the Agreement or when the Services have been complete pursuant to this Agreement, PostNord Strålfors shall destroy the Letter Template and the Data.

4.2 Connection

PostNord Strålfors connects the Customer to the Service in the manner set forth in the Customer Assignment and Instructions We Mail.

If PostNord Strålfors finds that the Customer has not provided information necessary for the connection or that the Customer has not taken measures necessary for the connection, PostNord Strålfors shall be entitled to suspend the connection until such necessary information is provided or such necessary measures are taken.

PostNord Strålfors shall be entitled to charge a separate fee for reasonable time expended in conjunction with the connection of a Customer or in conjunction with delays attributable to the Customer, such as late deliveries, or in the event of any other activity or measure which PostNord Strålfors takes according to a separate agreement with the Customer or at its request. The compensation shall be payable per hour pursuant to the hourly rate stated in the Price Appendix.

If the Customer wishes to make changes which entail that the connection, in whole or in part, needs to be remade, PostNord Strålfors shall be entitled to compensation pursuant to the hourly rate applied by PostNord Strålfors from time to time. Changes must be agreed in writing between the parties to the Customer Assignment.

4.3 Delivery Time

4.3.1 Basic Service

If the Data is submitted to the receiving function designated by PostNord Strålfors no later than 24:00 on a Business Day, delivery of physical and electronic deliveries to the Distributor shall normally be made during the next Business Day. Delivery to the recipients shall be made according to the Distributor's terms and conditions for the chosen distribution service, applicable from time to time. Delivery time is guaranteed 98% of the time. PostNord Strålfors reserves the right to forward the letters for delivery earlier or later than stated above, still allowing the Distributor time to perform the delivery to the recipients according to the Distributor's terms and conditions for the chosen distribution service, applicable from time to time.

Volumes exceeding 50.000 pages/day must be notified in advance by the Customer no later than three (3) days before the intended start of production. PostNord Strålfors reserves the right to determine a delivery time thereafter.

The distribution time may be prolonged if the Data is submitted after the deadline defined above.

4.3.2 Premium Service

If the Data is submitted to the receiving function designated by PostNord Strålfors no later than 09:00 on a Business Day, delivery of physical and electronic deliveries to the Distributor shall normally be made during the same Business Day. Delivery to the recipients shall be made according to the Distributor's terms and conditions for the chosen distribution service, applicable from time to time. Delivery time is guaranteed 98% of the time. PostNord Strålfors reserves the right to forward the letters for delivery later than stated above, still allowing the Distributor time to perform the delivery to the recipients according to the Distributor's terms and conditions for the chosen distribution service, applicable from time to time.

Volumes exceeding 50.000 pages/day must be notified in advance by the Customer no later than three (3) days before the intended start of production. PostNord Strålfors reserves the right to determine a delivery time thereafter.

The distribution time may be prolonged if the Data is submitted after the deadline defined above.

5 The Customer's Undertakings

The Customer shall perform the obligations stated in these Special Terms and Conditions as well as any undertakings other than those addressed herein which may be required of the Customer and are stated, for example, in the Customer Assignment or the SGTC.

5.1 Data

The Customer shall provide Data in accordance with the terms and conditions of the Customer Assignment and other documentation provided by PostNord Strålfors.

The Customer shall warrant that the Data is complete and correct, that it is provided on the agreed time and that it is in no way incompatible with laws, regulations and government directions or contains any data that may damage PostNord Strålfors's equipment or software or harm PostNord Strålfors in any other manner.

The Data shall include the complete recipient address according to the Distributor's terms and conditions for the chosen distribution service and in such a format that PostNord Strålfors is able to verify it from the Data. If the address is missing or faulty, PostNord Strålfors has the right to charge the costs incurred by this. PostNord Strålfors shall have no liability whatsoever for any delays or errors caused by faulty addresses.

If the Data is incomplete or inaccurate to the extent that PostNord Strålfors deems production to be impossible, PostNord Strålfors shall contact the Customer in order to allow the Customer to supplement the Data or to submit new Data. PostNord Strålfors shall have no liability whatsoever for any delays or errors that may then arise. If the Data is inaccurate only to the extent that PostNord Strålfors deems itself able to correct the Data, PostNord Strålfors is entitled, but by no means obliged, to make such corrections against separate compensation pursuant to PostNord Strålfors's Price Appendix, applicable from time to time.

5.2 Changes

The Customer may request that the Customer Assignment shall be amended in respect of an Option or any other change to the agreed deliverance of the Service. The change will be submitted to PostNord Strålfors in writing and a new Customer Assignment will be agreed between the parties. PostNord Strålfors will be entitled to compensation pursuant to an hourly rate within the Price Appendix.

5.3 Customer Assignment

The assignments covered by the Agreement are set forth in the respective Customer Agreement as appended to the Agreement. If the Customer wishes to amend the Customer Assignment during the terms of the Agreement in a manner which PostNord Strålfors deems to have an impact on the basis for agreed prices and terms and conditions of the Agreement, a written supplemental agreement shall be prepared on the matter.

5.4 Colour

Physical We Mail deliveries that contain colour require special treatment. It appears from the Customer Assignment which assignments are to be printed in colour. In such cases the Customer is responsible for that the Production Documents are drawn up according to the guidelines set out in Instructions We Mail, available according to section 10.

5.5 Suspension of Production

When the Data is submitted by the Customer to PostNord Strålfors the production cannot be suspended.

6 Delivery

6.1 Physical Distribution

PostNord Strålfors delivers the Service as distribution deliveries, with PostNord Strålfors recorded as sender. PostNord Strålfors ensures that the mail items are delivered to the Distributor according to the Distributor's terms and conditions for the relevant type of delivery and that it is invoiced pursuant to the Price Appendix applicable from time to time. If letters are returned to PostNord Strålfors due to incomplete or incorrect addresses and/or country codes, PostNord Strålfors shall be entitled to dispose these letters in a process preserving information security.

PostNord Strålfors is entitled to change postal class of the Customers's letter from Priority to Economy if the delivery speed remains the same Distributor according to the Distributor's terms and conditions for the relevant type of delivery.

7 Shutdown

PostNord Strålfors shall be entitled to shut down its production system for maintenance and upgrades which are endeavoured to be scheduled at times that do not affect performance of the Service. If possible, the Customer shall be notified in advance of any planned shutdown.

The Customer is aware that the Service may, from time to time, be unavailable as a result of planned and/or shutdowns for necessary service and maintenance of the Service or PostNord Strålfors's systems. PostNord Strålfors shall have no liability whatsoever for any errors or delays during such shutdowns.

To avoid obstructions to the production process, PostNord Strålfors shall ensure that procedures for making backup copies are in place.

To the extent that the Customer's use of the Service would cause technical or other problems for PostNord Strålfors or another customer, PostNord Strålfors reserves the right to limit the use of, or alternatively shut down, the Service with immediate effect.

8 Invoicing

PostNord Strålfors shall invoice the The Service service weekly pursuant to the Price Appendix applicable from time to time. Payment terms and conditions are as described in SGTC, available according to section 10.

9 Liability

The SGTC contain applicable liability terms and conditions.

Mail items other than registered letters may not contain any economically valuable content.

Any possible liability of PostNord Strålfors is limited to such renewed production of assignments, which is necessary to achieve the agreed result. Except for in cases of wilful misconduct or gross negligence, PostNord Strålfors shall not be liable for any injury or damage incurred by the Customer or any third party.

If the Customer demands renewed production or investigation of a fault the Customer suspects to be attributable to PostNord Strålfors, but which proves to be attributable to the Customer or there is no fault at all, PostNord Strålfors shall be entitled to charge a fee for the additional work pursuant to the Price Appendix applicable from time to time for the additional procedures.

10 Publication of Documents Related to the Service, Including Customer Terms

On the websites stated below, each country's technical manuals and other service-related documents applicable from time to time, as well as Customer Terms and Conditions, i.e. Special Terms and Conditions for each individual service and SGTC, are published. Service-related documents and Customer Terms and Conditions published in accordance with the list below are applicable in the country in which the Service is provided by PostNord Strålfors in the language in which the Agreement is drafted.

Denmark: www.postnordstralfors.dk/vilkaar

Finland: www.postnordstralfors.fi/ehdot

Norway: www.postnordstralfors.no/vilkar

Sweden: www.postnordstralfors.se/villkor