

# PALKKAUS.FI: AGREEMENT ON THE PROCESSING OF PERSONAL DATA

Updated: 30 September 2021

This document is a personal data processing agreement in accordance with the Data Protection Laws. The Agreement is entered into when use of the Service begins.

## 1 Definitions

“Palkkaus.fi” refers to the Service provider, Payroll Finland Ltd, business ID 2554393-3. Payroll Finland Ltd is entitled by registration to provide payment services without a licence in Finland. Payroll Finland Ltd is registered in the register of payment services of the Finnish Financial Supervisory Authority (FIN-FSA), and is subject to supervision by the FIN-FSA.

“Service” refers to the service package consisting of the Palkkaus.fi service provided by Payroll Finland Ltd, the Website at the address <https://www.palkkaus.fi>, and related websites, and communications, for example by email or telephone.

“User” refers to an employer, representative of an employer, or an employee who uses the Service.

“Personal Data” refers to any information relating to an individual who is identified or identifiable from that information.

“Processing” and “Processing Measure” refer to activities that are performed on databases containing Personal Data, either by automated data processing or manually, such as storage, disclosure by transfer, or otherwise making available, and secure copying.

“Controller” refers to the party that determines the purposes and means of the processing of Personal Data and for the purposes. For the purposes of this Agreement, the Controller is the User.

“Processor” refers to an Employer who processes Personal Data on behalf of the Controller based on the Agreement.

“Integrated Service” refers to a service provided by a third party that enables persons to self-authenticate as Users of the Service, or to access the Service.

“Data Protection Laws” is used as the collective term to refer to the EU General Data Protection Regulation (EU 2016/679) as well as the applicable valid data protection laws, such as the Data Protection Act (1050/2018) and the Act on the Protection of Privacy in Working Life (759/2004).

“Agreement” refers to the present document, which is a processing agreement (“the Agreement”) between the User and Palkkaus.fi in accordance with the Data Protection Laws (specifically, article 28 of the General Data Protection Regulation (EU 2016/679)). The Agreement also describes what data we collect and how it is used, protected and shared. By using the Service, you agree to the practices described in the Agreement. This Agreement can be accessed on our privacy page which can be found on our website.

## 2 Personal Data to be processed

For the purposes of providing the Service, Palkkaus.fi processes Personal Data on behalf of the Controller on the basis of this Agreement.

### 2.1 Data provided by Users

The Service processes Personal Data and other payroll-related information when a user account is created and, in some cases, through Palkkaus.fi customer service contact channels after a User has logged in to the Service. Among other kinds of information, we process the following:

- Name, user ID, email address, IP number, address and phone number

When the User authorises Palkkaus.fi in the Service to handle obligations and payments related to the Service to the authorities and other bodies related to employment, we also process the following data:

- Personal identification number, job title, tax card details, bank account number and User-specific service settings
- Salaries paid and/or received
- Information on statutory insurance policies purchased through the Service or otherwise registered with the Service
- The beneficial owners of the User and, where applicable, the details of the shareholders entered by the User in the Service (Users that are companies in association form).
- The User’s IP address and browser data
- Any other information disclosed in customer communications or provided by the User

### 2.2 User-collected data

The User is responsible for ensuring data security and privacy in accordance with the Data Protection Laws.

## 2.3 Integrated Services

The User may be offered the opportunity to register and use the Service through the Integrated Service of a third-party service. Users can also log in to the Service with their Google or Facebook username and password.

The User may also have the option to authorise the Integrated Service to provide Personal Data and other information to the Service for Processing. Palkkaus.fi processes information obtained through the Integrated Service in the same way as information provided by the User is processed.

The User must review the privacy policy of the Integrated Service to understand what information is disclosed and, if necessary, make changes to the settings of the Integrated Service.

## 2.4 Data from other sources

The Service may receive or Process information from third parties, such as public authorities or other entities involved in salary payment. Data from third parties that is processed in the Service and combined with the User's data is processed and protected in the Service in the same way as the information provided by the User themselves.

## 2.5 Automatically collected data

The Service uses tracking technology, i.e., cookies, to collect data about factors such as browser programs, operating systems, internet traffic, website traffic and similar activity on the Website.

The User can choose how cookies are used in their browser. For example, the User can adjust the settings of their browser to provide a warning of cookie use when visiting websites that use cookies, or the settings can be adjusted to block cookies altogether. However, if the User blocks the use of cookies, they may not be able to use all the features of the Website. The User should note that settings related to cookies must be adjusted in each browser program and on each computer or device separately.

We do not collect Personal Data from individuals visiting the public Website who are not registered as Users of the Service.

# 3 Use of processed data

The data will be processed as required by the Data Protection Laws and other legislation applicable to the Service.

The Service uses the Personal Data to be processed to provide and further develop the Service and in the operation of the Palkkaus.fi service, including in the following cases:

### **3.1 Provision of the service**

The Service generates and transmits statutory information and payments to public authorities, banks and insurance companies, which requires the reliable identification of Users and the storage and processing of their Personal Data and payroll data.

### **3.2 Communication with Users**

Palkkaus.fi sends messages to Users in situations related to salary payments and reporting. Palkkaus.fi may also contact the User in case of errors or problems with the Service, and inform them about new features of the Service.

Palkkaus.fi also sends Users information about our new partnerships and matters related to salary payment. The User may opt out of receiving such marketing communications.

### **3.3 Analytics and quality improvement**

In order to improve the security and operation of the Service, Palkkaus.fi monitors and analyses the use of it. For instance, to assess and improve the quality and usability of the Service we may monitor the volume and trends in the use of different functionalities.

Palkkaus.fi may share anonymous information about the use of the Service with third parties, such as Google Analytics, for the aforementioned analysis and development needs. The purpose of this is to determine how Users use the Service in order to better tailor it to their needs.

In addition, anonymous data on the number of Users and usage in Palkkaus.fi's operations may be shared, for example by publicly sharing information on changes in the number of Users of the Service.

## **4 Disclosure of information**

Personal Data is disclosed only for the purpose of fulfilling salary payment-related statutory obligations, for example to the Tax Administration, earnings-related pension insurance companies, occupational accident insurance companies and the Employment Fund.

Information may also be disclosed to group companies that are necessary for the provision of the Palkkaus.fi Service.

The name and municipality of a User acting as an employer will be provided to the employee in the salary calculation.

Personal Data can only be transferred outside the European Union or European Economic Area if the necessary safeguards are in place, such as the following:

- The country has been found by the EU Commission to have an adequate level of protection for personal data.
- Safeguards are ensured by using the model clauses provided by the EU Commission in agreements on the transfer of personal data.

## 5 Subcontractors

From a data protection perspective, a subcontractor is a party that provides a service offered by Palkkaus.fi under the name of Palkkaus.fi, either in part or in full. In such cases, Personal Data may be transferred to a subcontractor for processing, in which case the data in question is information related to the use of either Palkkaus.fi's or the partner's product or service that is transferred between the products or services using a technical integration.

For subcontractors processing Personal Data used in the provision of the service, Palkkaus.fi strives to ensure that the contractual clauses used by subcontractors are always up to date with the latest legal practices related to the EU General Data Protection Regulation (GDPR).

All information shared with subcontractors is protected by appropriate means and processed in accordance with the Data Protection Act.

## 6 Security measures

Personal Data is only stored on secure servers. Access to the data of Users is restricted by access rights, and is only granted to persons who need the data in order to carry out their duties. Persons processing Personal Data are bound by the obligation of confidentiality.

Data security processes and practices are designed to prevent information from being lost, misused, destroyed or falling into the hands of unauthorised parties. Palkkaus.fi maintains the following technical security measures:

- The User connects to the Service using legally valid strong electronic authentication.
- User passwords are not stored in plain language and are not logged.
- The Service does not set a password for the User. At the User's request, the password will be set to a random strong password, which the User will have to change at the next login.
- Log data is collected about logins to the Service.

- Subcontractors are also required to ensure appropriate protection of the Personal Data processed.
- Manual material is stored in locked rooms.

Palkkaus.fi regularly tests, examines and evaluates the effectiveness of technical and organisational measures to ensure the security of data processing.

## 7 Data security breaches

Palkkaus.fi monitors and reports potential data security threats and attacks in accordance with statutory requirements.

Palkkaus.fi will notify the Controller of any data protection and security breaches or threats it detects in connection with the Processing of the data covered by this Agreement. Notifications and activities will be carried out in accordance with the Data Protection Laws.

Palkkaus.fi assists the Controller in investigating any data breaches and acts in accordance with the Controller's instructions.

Should Palkkaus.fi detect any problems related to data protection in the Controller's instructions, it will inform the Controller of the shortcomings as soon as possible.

## 8 Data retention

The data processed by the Service and the salary calculations produced in the Service will be stored for 10 years following the year in which the salary was paid, unless the Controller specifically requests the deletion of the data.

However, customer identifying information is always stored and deleted in accordance with the Act on Preventing Money Laundering and Terrorist Financing (444/2017).

## 9 Checking, rectifying and deleting data

The User can check the information on the Service by logging in to the Service or by contacting Palkkaus.fi customer service (last paragraph of the Agreement).

### 9.1 Checking and rectifying data

The User may update or rectify their Personal Data on the Service by logging into the Service. If the User or the Controller finds errors in information in the Service, they must immediately notify Palkkaus.fi.

The Service has the right to check the information provided by the User and the Controller from external sources, and to make entries in the User profile concerning the Users and the Controllers.

## 9.2 Deletion of data

Users may request the deletion of their data or the restriction of Processing, or object to Processing, or may request the right to transfer their data from one system to another. It should be noted that, by law, information on salaries paid remains with the employer, amongst others.

When a User requests the deletion of their data, Palkkaus.fi will provide them with a salary accounting record within a reasonable period of time. All the data will then be deleted within one day. However, customer identifying information is always stored and deleted in accordance with the Act on Preventing Money Laundering and Terrorist Financing (444/2017).

If the User is an employer, after the deletion of the data the User must take care of their own obligations, among them the obligation to store data related to payment of salaries in accordance with the act on withholding tax (1118/1996).

# 10 Auditing

The Controller has the right to request an audit of the Service's privacy policies.

The audit process is agreed as follows:

- Palkkaus.fi will be involved in the auditor selection process, and the auditor must also be approved by Palkkaus.fi. The auditor must not be a competitor of Palkkaus.fi.
- To prepare for the audit, Palkkaus.fi must be given a reasonable amount of time, and no less than one month.
- The audit must take place during office hours on weekdays. Palkkaus.fi has the right to be present at all audit-related meetings and situations.
- Auditing cannot be required more than once a year.
- The cost of the audit is paid by the party requesting the audit.

# 11 Users of the Service by minors

Natural persons aged 15 or over with a Finnish personal identification number can register as a User of the Service. If the User is a minor, i.e., under the age of 18, parental consent is required for the minor to become a User of the Service, and it is also recommended that the User discuss data protection with a parent or guardian before registering as a User of the Service.

In order to be paid through the Service or to manage the company's payroll, the User must be at least 18 years of age.

## **12 Entry into force and amendments to the Agreement**

The security and processing measures for the data processed in the Service may be updated or amended, as may be this Agreement.

Where possible, the Controller will be informed in advance of any changes to the Agreement, using the contact details provided in the power of attorney for the Service. Changes are accepted by continuing to use the Service after the new Agreement enters into force.

## **13 Termination of the Agreement**

The Controller may terminate the Agreement by contacting Palkkaus.fi customer service.

In such cases, Palkkaus.fi will act in accordance with the instructions of the Controller and the law in terminating the Processing and deleting the data. As the Controller, the user must comply with the legal obligations regarding data retention (section 9.2).

However, customer identifying information is always stored and deleted in accordance with the Act on Preventing Money Laundering and Terrorist Financing (444/2017).

## **14 Communication regarding the Agreement and data protection**

Questions about Palkkaus.fi's privacy policies or the Agreement can be sent through the customer service of the Service by email to [aspa@palkkaus.fi](mailto:aspa@palkkaus.fi).

The Controller also has the right to lodge a complaint with the supervisory authority concerned.