

Know before you dig



Service

You must find out before excavating whether wires or pipes are in the area to be excavated.

Through the Kaivulupa.fi service you can order the utility location document of the area. We deliver the information of networks in our service electronically, free of charge and without delay.

Service Provider



Keypro Oy



Purpose of the Service

Prevent damages to ducts and wires

Infrastructure damages are expensive. Pipe and cable breakages affect many people and businesses.

Protect the people

If you hit a wire in excavation, you can damage yourself or other people.



www.kaivulupa.fi



johtoselvitys@keypro.fi



0800 133 544 (weekdays 7-17)



Processing of personal data

We save the following user information:

- Username and password
- Email address
- Order time
- The service we deliver
- The area boundary for the inquiry
- Other information fed by You

We deliver your cable lookup requests with your data to contractors and service providers you choose.



Information in the service

The service contains location information of multiple networks.

The service does not cover all networks. Find out about other networks and wires.

We store the user and usage information in accordance with our Privacy Policy.



Cost of the service

The basic use of the service is free of charge for the excavator.

Network owners may specify fees for additional services. Ordinary cable marking by network owners are usually free of charge. Read the terms of these on the order page before ordering.



Before you dig

- Order a fresh utility location document
- 2. Verify that the map covers correct location.
- Determine the location of the wires also for the networks that are not included in the Service.
- 4. Order cable marking if needed
- Read also instructions (partly in Finnish): <u>ohje1</u>, <u>ohje2</u>, <u>ohje3</u>, <u>instructions4</u> and <u>instructions5</u>
- 6. Get the necessary permits and insurances
- 7. In case of damage, contact the Service immediately.

This page is a summary of the Terms of Use, which you find with the Privacy Policy on the link https://www.kaivulupa.fi/terms/en

By using the service, you agree to the terms of use.

Terms of use of Kaivulupa.fi cable lookup service

Kaivulupa.fi is a service that supplies excavators, drillers, miners, and planners with information on underground wires, cables, pipes and their protective structures. By delivering information, the Kaivulupa.fi service helps to prevent damage to the infrastructure in excavation works.

The service is intended for persons engaged in excavation, civil engineering or planning and who need information about underground wires in public areas in Finland. The service also transmits cable marking requests to wire owners.

By signing up or otherwise using the Kaivulupa.fi service ("Service"), you have signed an agreement with the Service Provider Keypro Oy ("Service Provider") to comply with these Terms of Use ("Terms of Use"). These Terms of Use define both the Yours and Service Provider's rights and obligations when using the Service.

The Service Provider provides the Service to adult and sovereign persons. Use of the service may require You to authenticate yourself to the Service. If you do not meet these conditions or accept these Terms of Use you may not use the Service.

1 Definitions

"Wire information" means information about Network owners and their underground Wires that the Network owner has transferred to the Service. The Wire information can also include information about other structures and protective areas.

"Wire" means any underground network infrastructure handled by the Service, such as electricity, telecommunications, water, sewer, district heating and gas cables and pipelines, as well as their connection and protection structures.

"Network owner" is a company or consortium that has provided its Wire Information through the Service to the Users.

"Cable lookup request" is a request from the User to find out the Wire information for an excavation or planning area.

"The Utility location document" is an electronic document produced by the Service, which shows the Wire information (of the Network owners contained in the service) with maps and instructions to avoid the risk.

"Cable marking" is a service offered by Network owner in which the expert cable marking contractor points out the location of the wires of the Network owner in the terrain.

"User" or "You" is a natural person using the Service.

2 The Utility location document and instructions of the Network owners

The Service provider produces from each Cable lookup request a Utility location document which contains the Wires with the maps and related instructions.

You must check that the excavation area is correctly defined and that the map covers the entire area to be excavated. The Utility location document generated by the Service is valid for 14 days from the date of creation and must not be used in excavation works after this time.

In the Service each Network owner may specify instructions for the excavation works related to the network. These instructions appear in the Utility location document at the top of the particular map page(s) devoted to the Network.

The Service may also offer you forwarding your Cable lookup request to another cable lookup Service Provider. In this case, the terms and conditions of the other cable lookup Service Provider apply to this part of the service, including the Terrain Displays arranged by the other cable lookup Service Provider. If you choose to forward your Cable lookup request to another cable lookup Service Provider, do not remake your Cable lookup request separately to another cable lookup Service Provider. You should monitor the progress of the clearing process of the other cable lookup Service Provider and follow the instructions you receive from it. Please contact the other cable lookup service provider directly prior to excavation if you have not received a response to your Cable lookup requests. You are not allowed to dig without a response to all of your Cable lookup requests.

3 Cable marking

A Network owner may require Cable marking to be done before starting the excavation works. During the cable marking the cable marking contractor may mark the locations of the wires in the terrain and provide detailed instructions and regulations that You must follow. In his work the cable marking contractor may utilize the wire information generated by the Service. The cable marking and the markings on the terrain are valid 14 days from the time of creation and must not be used in excavation after this period. If excavation work in the area continues for more than 14 days, a new Cable lookup request shall be made to the site to assess the need for a new Cable marking.

The Network Owner may require a cable marking before starting excavation works. This is reflected in the Utility location document.

There are three types of Cable markings:

- 1. regular cable marking
- 2. quick cable marking, in which the delivery time is faster than with regular cable markings
- 3. emergency cable marking, which is carried out if there is imminent danger of life or property (such as heavy water leakage) or if the object can cause unreasonable harm or danger to the environment.

A Network owner can provide you with the opportunity to order a cable marking on the excavation site through the Service. Each Network Owner can define on what conditions (such as delivery time) and prices cable markings are provided. If the conditions for a free regular cable marking are not met, You agree to pay the cable marking cost in accordance with the current Price List of the Network owner.

Please note that You must order the Cable marking for each Network separately. Please note that You may not be able to order Cable markings for all networks in the area through the Service. In this case contact those networks directly.

The cable marking organizer bears the responsibility for the accuracy and correctness of the cable marking. You can see information about the cable marking organizer on the cable marking ordering page in the Service.

4 Your responsibilities

It is Your duty to acquire all the permits that may be required to operate in the excavation area. The Service does not grant such permissions.

When using the Service, You must comply with the responsibilities related to the permits, the instructions of the Network owners, the limitations set forth in the Utility location document, the security regulations, and other responsibilities related to your work.

Before beginning the work, You must familiarize yourself with the general instructions (in Finnish):

- OHJEET TYÖSKENTELYSTÄ TELEKAAPELEIDEN LÄHEISYYDESSÄ
- MAANRAKENNUSTYÖT JA TELEOPERAATTOREIDEN TIETOLIIKENNELAITTEET
- OHJEET TYÖSKENTELYSTÄ SÄHKÖKAAPELEIDEN LÄHEISYYDESSÄ (TUKES)
- <u>INSTRUCTIONS FOR DISTRICT HEATING PIPELINE WORKERS</u>
- INSTRUCTIONS FOR NATURAL GAS PIPELINE WORKERS

You must find out the locations of the wires for all the networks that are not included in the Service. You are responsible for keeping all the Service-related passwords and passwords secret from third parties. If You find a risk that a third party is using your access privileges You must change the password to the Service without delay on the website of the Service or by calling the Service at +358 800 133 544.

You must carefully read the Utility location document produced by the Service and follow the instructions described there. Due to the confidentiality of the Utility location document, You must keep the Utility location document carefully so that it does not end up in the hands of third parties and destroy it in a reliable way after You no longer need it.

5 In case of emergency

In the event of an emergency, you must notify the Kaivulupa.fi service number +358 800 133 544 and the Network Owner immediately, but always within 2 hours at the latest.

- 1. In case of an emergency, call the Kaivulupa.fi service number +358 800 133 544 immediately.
- 2. Take photos of the damage site, including the Terrain Cable Markings.
- 3. Create an email with the subject line "KLxxxx damage report" with the KL ID of your Cable lookup request
- 4. Indicate the exact point of the damage in the message, eg address and the additional information for address.
- 5. In the message, state the KL ID of your Cable lookup request
- 6. Attach the pictures to the message and tell us your own assessment of the cause of the damage.
- 7. Send the message to johtoselvitys@keypro.fi
- 8. Call the Kaivulupa.fi service number +358 800 133 544
- 9. Report the damage to the affected network owners in accordance with the instructions received from the Kaivulupa.fi service

By following these instructions, you retain the opportunity to be released from liability for excavation damage and expedite any compensation process.

6 Limitation of Liability

The Service Provider endeavors to ensure the accuracy of the information it transfers in the Service, but is not as the intermediary responsible for the accuracy or correctness of the location information, contact information or other Wire information. Each Network owner in the Service is responsible for the correctness of the information it has provided to the Service. The Utility location document generated by the Service is valid for 14 days from the date of creation and must not be used for excavation works after this time.

The Service may also offer you forwarding your Cable lookup request to another cable lookup Service Provider. In this case, the other Service Provider is responsible for this part of the service, and Kaivulupa.fi is not responsible for this part. You are not allowed to dig without a response to all of your Cable lookup requests from all Service Providers.

The Service Provider is not responsible for any indirect costs arising from the Service's failure. The Cable marking Organizer bears the responsibility of its own share.

The service may not include all underground infrastructures in the area or their owners. For example, information on telematics and traffic control cables as well as information on official networks are in many cases inadequate. In private real estate areas, the information about the wires is usually available from the property holder and the service does not contain them.

While the Service Provider targets to provide the Service without interruption, the Service may be interrupted due to maintenance, installation work, technical problems, and material updates. The Service Provider is not responsible for any interruption to the service.

The Service Provider is not liable for damages resulting from violation of these Terms of use.

7 Information processed and stored by the Service provider

The Service Provider stores and processes information about the Users of the Service as written in the Privacy Policy (Appendix 1).

8 Changes to Terms of use

The current terms of use are available at Kaivulupa.fi site. When new Terms of use enter into force, we will ask you, when you use the service, to accept the new, revised Terms of Use. If you do not agree to the new Terms of Use, you may terminate the use of the Service.

9 Terminating a User Account

The Service Provider may terminate Your account without giving any specific reason. In particular, this may be because of a request from an authority or if the Service Provider detects that You have violated these Terms of Use or if You are suspected of using the Information in violation of the law or regulations or if You use the Service to cause unreasonable harm to the Service Provider, other users of the Service or third parties.

If You have not signed in to the Service during the last 2 years, the Service Provider may terminate the user account without prior notice. If you wish to regain access to the Service, You may then reregister yourself in the Service.

10 Application of law and settlement of disputes

These Terms of Use are governed by Finnish law. Disputes arising from this agreement will be settled in the Vantaa District Court if mandatory legislation does not require another jurisdiction.

11 Dominance of different language translations of the Terms of use

The service provider targets to have the same content in the different language versions of these Terms of use. However, if there is a difference in the content of the Finnish and other language versions of the Terms of Use, the text of the Finnish Terms of use are dominant.

Contact information

You can access the Service at www.kaivulupa.fi or order it by phone at +358 800 133 544 or by email to johtoselvitys@keypro.fi.

Keypro Oy Horsmakuja 8 A 3 01300 VANTAA

Appendix 1: Privacy policy (in Finnish only)

1a	Nimi
Rekisterinpitäjä	Keypro Oy
	Osoite
	Horsmakuja 8A3, 01300 Vantaa
2	Nimi
Yhteyshenkilö rekisteriä koskevissa asioissa	Kirmo Uusitalo
	Osoite
	Horsmakuja 8A3, 01300 Vantaa
	Muut yhteystiedot (esim. puhelin virka-aikana, sähköpostiosoite)
	0500-439125, privacy@keypro.fi
3 Rekisterin nimi	Kaivulupa.fi -palvelun käyttäjärekisteri
4 Henkilötietojen käsittelyn tarkoitus	Kaivulupa.fi -verkkopalvelun kautta kaivajat voivat saada tietoa kaivualueella maanalla olevista johdoista. Palvelun tarkoitus on estää vauriot putkille ja johdoille sekä suojella ihmisiä. Palvelun sisältämät tiedot ovat luottamuksellisia ja palveluntarjoajan tulee tietä kuka palvelua käyttää ja miten (oikeutettu etu). Rekisterin tarkoituksena on tallentaa tieto Keypro Oy:n kaivulupa.fi -internet-palvelun käyttäjistä ja heidän tilaamista palveluista.
5 Rekisterin tietosisältö	Rekisteröidyn nimi, käyttäjätunnus, salasana (kryptattuna), yhteystiedot (puhelin, sähköpostiosoite), henkilötunnus, sekä yrityksen yhteystiedot ja y-tunnus. Tilatut palvelut ja niiden ajankohta.
	Palveluntarjoaja säilyttää Johtoselvityspyynnön tiedot viiden vuoden ajan niiden luonnista.
6 Säännönmukaiset tietolähteet	Palvelun käyttäjien itse syöttämät tiedot. Käyttäjät voivat lisätä ja päivittää tietojaan itse.
7 Tietojen säännönmukaiset luovutukset	Kaivulupa.fi -johtoselvityspyyntöjen tiedot ovat Kaivulupa.fi -palvelun johdonomistajien ja näyttöurakoitsijoiden käytettävissä.
	Palveluntarjoaja voi luovuttaa tietoja Johtoselvityspyynnöstä Johdonomistajille, näyttö- ja johtoselvitysurakoitsijoille, viranomaisille ja vakuutusyhtiöille.
	Palveluntarjoajalla on oikeus luovuttaa Käyttäjän ilmoittamat tiedot näyttöön liittyville Johdonomistajille ja Näyttöurakoitsijoille maastonäytön sopimista ja laskutusta varten.
8 Tietojen siirto EU:n tai ETA:n ulkopuolelle	Ei

	A Manuaalinen aineisto
9	A wantaamen ameisto
Rekisterin	Ei manuaalista aineistoa.
suojauksen	El manuadista ameistoa.
periaatteet	B ATK:lla käsiteltävät tiedot
pondation	
	Rekisteri on tietokannassa, joka on suojattu salasanoin ja käyttäjätunnuksin, johon
	pääsy on vain salassapitosopimuksen allekirjoittaneella Keypro Oy:n henkilöstöllä.
10	Käyttäjällä on mahdollisuus tarkistaa itseään koskevat tallennetut tiedot palvelun Oma
Tarkastusoikeus	Sivu -linkkien kautta.
11	Käyttäjä voi päivittää omia tietojaan palvelun Oma sivun > Profiili kautta. Käyttäjä voi
Oikeus vaatia tiedon	vaatia johtoselvityspyyntöihin liittyvän tiedon korjaamista ilmoittamalla tästä
korjaamista	kirjallisesti Rekisterinpitäjälle. Palveluntarjoaja voi kieltäytyä EU:n yleisen tietosuoja-
Korjaariista	asetuksen Artiklan 17 mukaisesta oikeudesta Johtoselvityspyynnön tietojen
	poistamiseen ennen niiden säännönmukaista poistamisen määräaikaa, jos näiden
	poistaminen rikkoo Johdonomistajien tai Palveluntarjoajan oikeutettua etua.
	, , ,
12	Rekisteröity voi vaatia Artiklan 18 mukaista käsittelyn rajoittamista ilmoittamalla tästä
Muut henkilötietojen	kirjallisesti Rekisterinpitäjälle.
käsittelyyn liittyvät	
oikeudet	
oncodo:	