

## **Finnish Suppliers**

*Finnish Suppliers is a digital service by which exporting companies can promote their supplies and services. At the same time, it is an information source for entities looking for Finnish export companies and their target markets. Searches can be made based on multiple criteria, such as the type of service provided, target market (Country), or Industry sector. Finnish Suppliers is accessible at the website <https://www.businessfinland.fi/en/do-business-with-finland/finnish-suppliers/> (the final location may change)*

## **Terms and conditions for entities registering to Finnish Suppliers**

These Terms of Service ("Terms") govern your registration as an entity to Finnish Suppliers, access to and use of Finnish Suppliers, including websites, email notifications, applications, buttons, widgets, (collectively, the "Services"), and any information, text, graphics, photos or other materials uploaded, downloaded or appearing on the Services (collectively referred to as "Content"). Your access to and use of the Services are conditional on your acceptance of and compliance with these Terms. By accessing or using the Services you agree to be bound by these Terms.

The Services are owned and operated by Business Finland Oy, Porkkalankatu 1, P.O. Box 358, 00181 Helsinki, Finland ("Business Finland").

### **Basic Terms**

Entities registering into Finnish Suppliers are required to be companies, other legal entities or private entrepreneurs duly registered and duly fulfilled their legal obligations (such as but not limited to obligations related to taxes and fees) in Finland. Preconditions for registering may be described in detail elsewhere in the Service. One entity cannot hold more than one entry in Finnish Suppliers.

You are using the Services and accepting these Terms on behalf of the registered entity, and you represent and warrant that you are legitimately authorized to do so.

The form and nature of the Services may change from time to time without prior notice to you. Business Finland may also change the requirements to register as an entity to the Service, and is entitled at all times to request proof that the requirements are fulfilled. In addition, Business Finland may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally and may not be able to provide you with prior notice. Business Finland also retains the right to create limits on use and storage at its sole discretion at any time without prior notice to you.

Business Finland is entitled to transfer the Services including Content to third party(ies) who would continue providing Services in lieu of Business Finland.

### **Intellectual Property**

All right, title and interest in and to the Services (excluding Content submitted by you) are and will remain the exclusive property of Business Finland and its licensors. The software that operates the Services is proprietary software and you may not use it except as expressly allowed under these Terms. You may not copy, reverse engineer, modify or otherwise deal with the software.

You may not use or reproduce or allow anyone to use or reproduce any trademarks of Business Finland or their licensors for any reason without prior written permission from Business Finland.

### **Registration and Passwords**

The registration as an entity to Finnish Suppliers is done via a web form and is subject to activation by Business Finland. Upon registration, you shall submit at minimum information which is indicated as mandatory. Once registered, you act as an account holder on behalf of the entity, manage the administration of the entry and act as the entity's contact person for the users of Finnish Suppliers.

You are solely responsible for any use of Services or submission of Content by using your user name and/or password and/or editing link. You agree to immediately notify Business Finland if you become aware of the loss, theft or unauthorized use of any user name, password, editing link or e-mail address or of any Content. You are responsible for safeguarding the passwords and the editing link that you use to access the Services and for any activities or actions under your password/editing link. Business Finland cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

Business Finland has the right at any time to deactivate your registration without prior notice. You can unregister at any time by deleting your entry via the "Delete Profile" option. You are obliged to unregister if the entity is no longer active or it ceases providing the services that required in order registering to Finnish Suppliers.

### **Content on the Services**

All Content shall be provided in English.

You are responsible for any Content you provide, and for any consequences thereof, including the use of your Content by other users. Business Finland cannot take responsibility for any such Content.

You agree not to submit any false, misleading, immoral or unlawful Content in Finnish Suppliers.

Business Finland has, in its sole discretion, the right not to publish the Content you submitted. Business Finland has also the right to delete any published Content without prior notice to you.

You are liable to ensure that any Content you provided is accurate and you shall promptly update or delete any Content that is not valid or relevant any more. The Content you submit, post, or display through the Services is public by default and will be able to be viewed by other users.

### **Rights to the Content**

You retain your rights to any Content you submit, post or display on or through the Services. You agree that your Content may be modified by Business Finland within the Services. You accept that Business Finland will decide on publishing of your Content in any modified form.

You should only provide Content that you are legally allowed to share and are in other respect comfortable sharing with others under these Terms. You represent and warrant that you have all the rights, power and authority necessary to the Content that you submit.

### **Use of the Content and transactions between entities**

Once your registration has been activated, the Content you submitted can be freely accessed and used by anyone via website [businessfinland.fi](http://businessfinland.fi), excluding your username and/or editing link. Some of the Content you may submit will be visible only to Business Finland and will be identified as such. You agree that Business Finland is entitled to distribute such Content to its customers also by other means. Business Finland may also store the Content you submit to its CRM-systems.

Business Finland is not liable for any use of your Content. Any measures whatsoever taken, or business made between the registered entity and the users of Content are made between the said parties and at their risk, and Business Finland does not bear any liability towards either such party.

### **Liability and Indemnity**

The Services are provided by Business Finland 'as is'.

Business Finland makes no warranty, express or implied concerning the Services, the Content, or any software, which are provided "as is". Business Finland expressly disclaim all warranties, including but not limited to warranties of fitness for a particular purpose and warranties of merchantability. In no event will Business Finland, its affiliates, agents, suppliers or licensors be liable for indirect, special, incidental, and/or consequential damages (including, without limitation, damages for loss of business profits, business interruption, loss of business information or other pecuniary loss) that may arise directly or indirectly from the use of (or failure to use) or reliance on the Services, even if Business Finland has been advised of the possibility that such damages may arise. Business Finland does not guarantee the accuracy, content, or timeliness of the Services or the Content or that they are free from viruses or other contaminating or destructive properties.

Under no circumstances will Business Finland be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred because of the use of any Content posted, emailed, transmitted or otherwise made available via the Services.

You are liable for your use of Services and your Content. Upon Business Finland's request, you agree to defend, indemnify and hold harmless Business Finland, its affiliates, agents, suppliers and licensors from any claims and expenses, including reasonable legal fees, related to any breach of these Terms by you or your use of any Services or the use of your Content.

In no case Business Finland is liable for the behavior or users, other entities registered to Finnish Suppliers or the content of linked external websites.

### **Collection and use of personal data**

Business Finland observes the data protection regulations when processing personal data. **You represent and warrant that you have all the rights, power and authority to submit any personal data that is included into Content.**

#### *User data:*

Business Finland collects and stores user data of registered person in order to enable the registered person to use certain features of the Services. Such data includes username/password and/or editing link to Finnish Suppliers as well as user log information. Such information is provided by the registered person.

#### *Contact persons of Finnish suppliers:*

In other respect the principles of processing personal data and the rights of the registered persons (=data subjects) are described in detail in the Privacy Statement of [Business Finland's general client, stakeholder and marketing register](#).

### **Cookies**

Business Finland uses cookies to run our websites. Our cookie policy is described in [businessfinland.fi Terms of Use](#)

### **Force Majeure**

Business Finland will not be held responsible for circumstances beyond its control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes or natural disasters, strikes or other labor problems, wars, or governmental restrictions.

### **Changes to these Terms, Termination**

Business Finland may, in its discretion, change these Terms. Whenever the Terms are changed, Business Finland will publish the revised terms on the website. If you use the Services and/or the Content after Business Finland have published the changed terms, you are agreeing to be bound by those changes. If you do not agree to be bound by those changes, you should not use the Services and/or the Content any further after they are published.

Business Finland may, in their discretion, terminate or suspend your access to the Services and/or the Content at any time with or without cause.

These rights of termination are in addition to all other rights and remedies available to Business Finland under these Terms or by law.

### **Governing Law and Jurisdiction**

All claims and disputes between Business Finland and you that arise out of or relate in any way to these Terms of use and/or your use of Services and/or Content will be governed by the laws of Finland. Any claims and/or disputes are to be submitted to the district court of Helsinki, Finland.

\*\*\*