



# **General Terms and Conditions of the Notification Channel of the Finland Chamber of Commerce**

Updated on 17 November 2022

## **1. Service**

The Service can be used to submit notifications of detected problems or violations. The notifications are processed by the organisation which the notification concern and which has acquired the Service from the Finland Chamber of Commerce. The Finland Chamber of Commerce does not administer and in no other way processes the notifications.

The Service is provided as it is and as available. The Finland Chamber of Commerce has the right to change the Service, block access to it or terminate the Service altogether at any time.

In addition, the Finland Chamber of Commerce does not guarantee the uninterrupted use of the Service.

## **2. Intellectual property rights**

The content and appearance of the Service are protected by copyright. All access rights, copyrights and other intellectual property rights related to the Service belong to the Finland Chamber of Commerce or to third parties.

If the notifier uploads material to the Service, such as image or video files, the intellectual property rights related to such material are transferred to the receiving organisation at the time of downloading free of charge.

## **3. Use of the Service and the obligations of the notifier**

The Service can only be used for the purpose set out in these General Terms and Conditions, i.e. to submit notifications. Any other use is forbidden. When using the Service, the notifier undertakes to comply with the legislation in force in Finland.

The notifier is responsible for the acquisition, maintenance, operation and use of the equipment, software and communications and data communications connections with which the notifier uses the Service to submit the notification.

There are general instructions on the Service's website, which provide more detailed instructions on how the notifier can submit a notification.

When using the Service, the notifier agrees that no material that contains malicious software or other features that interfere with the operation of the Service will be uploaded to the Service and that the notifier will not distribute or process such material in a way that causes harm.



#### **4. Processing of personal data**

The content of the notification submitted to the Service can only be processed by persons who are responsible for the processing of notifications in the organisation using the Service.

The Finland Chamber of Commerce does not deal with the content of notifications and does not determine the identity of the notifier, but only provides the technical implementation of the Service.

The notification can always be submitted anonymously. The notification recipient in the organisation that has acquired the Service will not have access to the metadata or IP address which could be used to identify the notifier. The recipient of the notification in the organisation is only informed of the date and content of the notification.

Sensitive personal data should not be included in the notification unless they are necessary in terms of the notification.

If the notifier wishes to leave their contact information in connection with the notification, the person receiving the notifications in the organisation is obliged to keep the notifier's information confidential.

When providing the Service, the Finland Chamber of Commerce complies with the EU General Data Protection Regulation and the Finnish Data Protection Act. The processing of personal data in connection with the provision of the Service has been agreed between the Finland Chamber of Commerce and the organisation that acquired the Service as required by the General Data Protection Regulation. As the controller of personal data, the organisation that has acquired the Service is responsible for informing the notifiers of the processing of personal data, for example in the form of a privacy policy.

#### **5. Limitation of liability**

The Service and all related information are provided as is and as available.

The Finland Chamber of Commerce does not provide any warranties including but not limited to ownership, integrity, fitness for purpose or compatibility of the systems.

In addition, the Finland Chamber of Commerce is not responsible and does not give an explicit warranty that messages, documentation or materials sent through the Service will be received.

The Finland Chamber of Commerce is not liable for any factual or technical errors, defects, indirect or direct damages caused by the use or interpretation of the information contained in the Service or related services, whether these errors were caused by mistake, malfunction of the Service or data communications connections, maintenance work or for any other reason.

In addition, the Finland Chamber of Commerce is not responsible for any delay in the service process carried out through the Service or for the loss, damage or misdirection of data or materials suffered by the notifier.



**6. Applicable law**

These General Terms and Conditions are governed by Finnish law, except for its conflict of laws rules.

**7. Other terms**

*Technical requirements*

The notifier can use the Service with most commonly used browsers. The Service does not work with the Internet Explorer browser. Although the website is available on most browsers, the notifier is recommended to update the browser software to the latest version available.

To open and read PDF files, you need a PDF reader, such as Adobe Reader.