

OIKOTIE ASUNNOT OY – GENERAL TERMS AND CONDITIONS, 25 May 2018

The Terms of Use have been updated and a notice concerning the update was published on 25 April 2018.

The new version takes effect on 25 May 2018.

1. APPLICATION AND DEFINITIONS

Oikotie's General Terms and Conditions apply to the Services sold to the Customer by Oikotie Asunnot and constitute a part of the agreement signed by Oikotie Asunnot and the Customer.

“Oikotie” means Oikotie Asunnot Oy.

“Customer” means the Contracting Party which has procured an Oikotie product or Service.

“Service” means, depending on the context, the product or Service specified in the agreement between Oikotie and the Customer, the related maintenance and customer service and/or the Oikotie.fi online service.

“Contracting Party” means Oikotie or the Customer which has entered into an agreement on the Service with Oikotie.

“Identifying Information” means the user ID, password and/or online address supplied to the Customer by Oikotie.

“Material” means the material in the Service, including advertisements, images, sales brochures, drawings and videos. The Material for the Service can be produced by the Service Provider, a user or a third party.

2. OIKOTIE'S RIGHTS AND RESPONSIBILITIES

Oikotie has the right to produce the Services pursuant to the agreement in the best way it deems fit and to use subcontractors in the production of the Services. Oikotie is responsible for the work of its subcontractors in the same manner as it responsible for its own work.

Oikotie has the right to remove the Service or part thereof from use temporarily or to suspend the production of the Service if necessary for servicing, hardware installation, public order and safety, an excessive load on the system or some other reason of the kind. Oikotie aims to minimise the length of such suspensions and to ensure that they cause as little inconvenience to the Customer as possible. Oikotie gives no direct or indirect guarantees as to the functionality or features of the Service and does not guarantee that the Service works without breaks or errors.

Oikotie has the right to make changes to the Services as well as the use and technology of the Service. Oikotie has the right to discontinue the Service or a feature of it for a legitimate reason.

When reasonably possible, Oikotie aims to announce any changes to the Service material from the perspective of the Customer or the discontinuance of the Service or a feature thereof. Changes take effect as soon as they have been implemented.

Having been informed of the discontinuance of the Service or a feature of the Service, or of a material change to the Service, the Customer has the right to terminate the part of the agreement in question in such a way that the termination takes effect when the change enters into force. Minor changes made to the Service or the use or technology of the Service by Oikotie do not entitle the Customer to terminate the agreement, provided that the changes do not materially impair the Customer's Services.

Oikotie is responsible for holding the necessary intellectual property and other rights to the software included and used in the Service in respect of the Material produced by Oikotie. Oikotie reserves all rights to content of the Service, unless otherwise mentioned in the Service.

Oikotie is not responsible for the content of the Service or its accuracy, with the exception of the data content produced by Oikotie itself. Oikotie has the right not to publish in or to remove from the Service any Material which is, according to its view, contrary to the law or to the accepted principles of morality, or damaging or detrimental to Oikotie, other users of the Service or a third party.

Oikotie has the right to compile, process and disclose data saved to or processed in the Service within the framework permitted by personal data legislation. Oikotie has the right to use and disclose data saved in the Service within the framework of personal data legislation for official and statistical purposes. A more detailed description of the personal data processing carried out by Oikotie is available at <https://www.oikotie.fi/rekisteriseloste> and in the Privacy Policy Statement of Sanoma Group at <https://sanoma.fi/en/privacy-policy-statement/>.

3. THE CUSTOMER'S RIGHTS AND RESPONSIBILITIES

This agreement provides the Customer with a non-exclusive right to the Services specified in the agreement. The Customer is responsible for using the Service in accordance with these terms and conditions.

The Customer is responsible for the procurement, maintenance and costs of any services and hardware necessary for the use of the Services but not included in the Service.

The Customer may not re-sell the Service described in this agreement or transfer its access rights to it.

The Customer is responsible for holding all the necessary copyrights and other rights and/or the consents of the rightsholder to the Materials the Customer publishes in the Service and to any other material the Customer submits or transmits to or saves in the Service. The Customer is responsible for ensuring that the Material it submits or transmits does not infringe the copyrights or other rights of third parties, the accepted principles of morality or the law or the regulations issued by an authority, and that the Material is not offensive, abusive, defamatory or slanderous, related to criminal activity, obscene, or damaging or detrimental to Oikotie, other users of the Service or a third party, or of the kind that may cause disruption, congestion or other service breaks to the Service. Oikotie has the right to remove any Material of the kind mentioned above or prevent its use without hearing the Customer. The Customer is responsible for providing personal data only in the fields reserved for personal data. The Customer is responsible for any information security breaches concerning personal data provided in an incorrect manner.

The Customer has the right to make searches concerning the data of the Customer company via Oikotie's application programming interface (API). In all other cases, the Customer must have a separate agreement on the use of the interface.

When saving data concerning the users of the Service (such as contact requests), the Customer must have the consent of said users. The Customer is responsible for the personal data register composed of both the Customer's own users and any Service users introduced through the Service. Further information: [Appendix on Data Protection Agreement concerning contact requests](#).

The Customer is responsible for any loss or damage it causes with any activity of the kind referred to above.

4. CUSTOMER AND IDENTIFYING INFORMATION

The Customer must, within a period of time to be specified with Oikotie on a case-by-case basis prior to access to the Service, provide Oikotie with the customer data needed for the Service. The Customer is responsible for the accuracy of the data and must immediately inform Oikotie of any changes to the customer data.

The Customer is responsible ensuring that the Service users indicated by the Customer are aware of the customer data concerning them being disclosed to Oikotie.

Oikotie has the right to select the user IDs, passwords, URL addresses and other necessary Identifying Information related to the Services and to be used by the Customer. The information in question can be changed at the request of the Customer for a charge. Oikotie has the right to change the Identifying Information if so required by official regulations, information security or service-related or technical reasons. Oikotie informs the Customer of any changes to the Identifying Information immediately.

The Identifying Information is delivered to the email address given in the context of the customer data. The Customer is responsible for the management and distribution of the credentials within its own organisation.

The Customer undertakes to exercise special care in the processing of user IDs and passwords and is responsible for their non-disclosure. Depending on the Service bought by the Customer, the user IDs and passwords are specific to an individual or a company, and the Customer may not hand them over or disclose them to a third party. The Customer is responsible for all use of the Service under its user IDs and passwords. If the Customer has reason to suspect that user IDs or passwords have fallen into the hands of a third party, the Customer must immediately inform Oikotie of this and immediately request that Oikotie change said user IDs and passwords.

The Customer is responsible for any damage the misuse of this Identifying Information and/or the Customer's unlawful activity causes to Oikotie and/or a third party. If the Customer's personal user IDs are used by more than one user, Oikotie has the right to charge for the other users in arrears, in accordance with its valid price list.

Oikotie erases any passive user IDs, passive referring to a situation where a user ID has not had any activity in the Service over the past two years.

5. SERVICE ERROR

The Service is considered to contain an error if it departs from the features defined in the agreement or the service description to a material degree and this departure materially hinders the use of the Service.

The Customer must immediately report any error it detects to Oikotie's customer service, which is responsible for initiating the relevant investigation. The error is investigated and fixed by Oikotie's maintenance. Oikotie's liability for an error in the Service is limited to fixing the error Oikotie is responsible for or the re-performance of the Service rendered erroneously. The maintenance does not cover the fixing of an error attributable to a reason independent of Oikotie or a reason for which the Customer is responsible.

6. PRICES

The prices valid for the Services pursuant to the agreement at the time the agreement is signed are specified in the price list appended to the agreement. The price list is valid until further notice. The prices are exclusive of value added tax, which will be added to the prices in accordance with the valid regulations.

Oikotie has the right to change the prices pursuant to the price list in accordance with section 15. Any changes to the prices arising from the law, regulations or the measures of authorities will nevertheless raise the prices correspondingly as of their entry into force, and will not entitle the Customer to terminate the agreement.

7. INTELLECTUAL PROPERTY RIGHTS

Copyright to the Material published in the Service belongs to the producer of the Material. Rights to trademarks, logos and other brands, business names and the like, as well as to any intellectual property rights taken advantage of in relation to the Service, remain with their holder.

Without prejudice to the aforementioned, Oikotie is nevertheless granted free and unrestricted access rights to all Material published in the Service. Oikotie may transfer the aforementioned rights and alter or modify the Material contained by the Service according to its discretion.

The Customer which delivers the Material to the Service is responsible for the ability to grant the aforementioned rights to Oikotie.

8. INVOICING AND TERM OF PAYMENT

The Service's monthly payments are invoiced once a month in arrears.

Any possible implementation charges are invoiced in a single instalment at the beginning of the term of contract. Other non-recurring payments are invoiced in a single instalment after the transaction in question.

The term of payment is fourteen (14) days net as of the date on the invoice, unless otherwise agreed in writing. Any complaints must be presented in writing within eight (8) days of the date of the invoice. The interest on late payment is 13 per cent as of the due date.

Oikotie charges the price specified in its valid price list for any reminders.

9. BLOCKING OF SERVICE

Oikotie has the right to block the Customer's access to all Services if

1. the Customer, despite a reminder, has failed to pay an overdue invoice within two (2) weeks of the date on which the reminder was sent;
2. the Customer has been placed in liquidation or declared bankrupt;
3. the customer data provided by the Customer is false;
4. the Customer has caused disruption to the Oikotie service or other users;
5. the Customer fails to fulfil its contractual obligations despite a reminder; or
6. the Customer cannot be reached in connection to an issue related to the agreement.

Oikotie informs the Customer of the blocking of the Service as soon as possible after having become aware of grounds for such blocking. The blocking of the Service does not release the Customer from its payment obligation pursuant to the agreement. Oikotie has the right to charge a fee pursuant to the price list from the Customer for any unblocking of the Service.

10. TERMINATION OF AGREEMENT

The Contracting Parties have the right to terminate an agreement valid until further notice with a one (1) month period of notice.

The termination must be made in writing or via email and addressed to the contact details specified in the agreement. The period of notice begins when the other Contracting Party is considered to have become aware of the notice of termination.

11. CANCELLATION OF AGREEMENT

Either Contracting Party has the right to cancel the agreement with immediate effect if the other Contracting Party is in material breach of the terms and conditions of the agreement. A material delay in payment is considered a material breach of the terms and conditions of the agreement. If either Contracting Party breaches the clauses of this agreement in a less than material way and has not remedied its conduct within thirty (30) days of a written notice to this effect sent by the other Contracting Party, the other Contracting Party has the right to cancel the agreement with immediate effect.

The Customer is also entitled to cancel the agreement if the Service departs from the agreed in a material way and Oikotie has not remedied the error within thirty (30) days of the Customer's written notice. The Customer's cancellation right applies solely to the part of the Service materially departing from the agreed.

Oikotie has the right to cancel the agreement with immediate effect if the Customer's Services have been blocked pursuant to section 8 for a period of one (1) month, or if the Customer's Material published in the Service is contrary to the law or the accepted principles of morality or damaging or detrimental to Oikotie.

The cancellation must be made in writing or via email and addressed to the contact details specified in the agreement.

12. TRANSFER OF AGREEMENT

The Customer may not transfer the agreement to a third party without the prior and express written consent of Oikotie. Oikotie has the right to transfer the agreement to a company currently belonging to the same group of companies as Oikotie or, in the context of a transfer of business, to the company continuing the business of Oikotie, by informing the Customer of the transfer in writing.

13. NON-DISCLOSURE

The Contracting Parties agree not to disclose any material or data they receive from one another indicated as confidential or to be understood as such, and not to use said material or data for any purposes other than those specified in the agreement. However, the non-disclosure obligation does not apply to material or data

1. which is generally available or otherwise in the public domain;
2. which the Contracting Party has received from a third party not subject to a non-disclosure obligation;
3. which was in the possession of the receiving Contracting Party without a non-disclosure obligation prior to their provision by the other Contracting Party; or
4. independently developed by the Contracting Party without the use of the material or data provided by the other Contracting Party.

The non-disclosure obligation referred to in this contract clause is also valid after the validity of this agreement has ended.

14. LIABILITY FOR DAMAGES

The Customer is liable, in full, for any direct damage it causes to Oikotie and/or a third party through its breach of agreement.

Oikotie's liability based on this agreement for any direct damage caused to the Customer through a breach of agreement is limited to the sum paid to Oikotie for the Service by the Customer during the previous month.

The Contracting Parties are not liable for any indirect or consequential damage caused to the other Contracting Party.

The limitations of liability do not apply to damage caused wilfully or through gross negligence.

A claim for damages must be presented to Oikotie within three (3) months as of the date on which the factor which forms the grounds for the damages was detected or should have been detected.

15. CHANGES TO PRICES AND TERMS AND CONDITIONS

Oikotie has the right to change the price of the Service and/or the prices pursuant to the price list and the general terms and conditions by informing the Customer of the change in writing or via email.

Minor changes are announced in the online service of Oikotie or in some other equivalent manner.

The changes take effect on the date indicated. Oikotie announces any material changes to prices and/or the terms and conditions no later than one (1) month prior to the change's entry into force. Having been notified of a material change, the Customer has the right to terminate the agreement in such a way that the termination takes effect when the change enters into force.

16. FORCE MAJEURE

If the fulfilment of contractual obligations is prevented due to an unusual event beyond the control of a Contracting Party (force majeure) and its preventive effect cannot be removed without unreasonable additional expense, the Contracting Parties have the right to refrain from the fulfilment of their obligations referred to in this agreement insofar as and for the period of time during which the force majeure prevents the fulfilment of said obligations in accordance with the agreement. Such an event can be a war, insurgency, requisition or seizure for a public need, an import or export ban, a natural disaster, the suspension of general traffic or the distribution of energy, an industrial dispute or fire or any other other reason with as significant and unusual effect, independent of the Contracting Parties. The other Contracting Party must be immediately informed of any failure to fulfil contractual obligations attributable to a force majeure.

If the force majeure continues uninterrupted for more than four (4) months, both Contracting Parties have the right to cancel this agreement with immediate effect without the other Contracting Party being entitled to seek damages.

17. NOTICES

All notices pursuant to this agreement are delivered in the form of a letter or via email to the contact details specified in the agreement between Oikotie and the Customer. The recipient is considered to have become aware of any notices delivered as letters no later than seven (7) days as of the date on which the letter was sent. The recipient is considered to have become aware of any notices delivered via email no later than two (2) weekdays as of the date on which the notice was sent.

18. INFORMATION SECURITY AND DATA PROTECTION

Oikotie's information security policies are based on a standard pursuant to good market practices. Oikotie informs the Customer of any information security breaches it detects without undue delay. Oikotie undertakes to prevent, within the limits of its operating capability, any information security breaches and to work in the spirit of good cooperation with the Customer in the investigation of any information security breaches.

The Customer is responsible for the information security of its own hardware, software, information systems and data communications. In the event that the Customer fails to fulfil its obligations related to information security, thereby compromising the information security of the Service or Oikotie's other customers, the Customer is obligated to compensate Oikotie for any reasonable additional work and other expenses attributable to the prevention of the information security risk.

Both Contracting Parties agree to comply with all data protection regulation applicable to their respective operations, including the Finnish Personal Data Act and, as of 25 May 2018, the European Union's General Data Protection Regulation (EU 2016/679) in terms of the obligations defined in them.

The personal data that Oikotie Asunnot processes in terms of its customers is composed of names, phone numbers, email addresses, user IDs, the location of the site, photographs and videos.

Oikotie undertakes to maintain the confidentiality of the personal data and to only give such members of its staff and such subcontractors access to it as need to access the personal data to fulfil the contractual obligations of Oikotie based on this agreement.

The storage location of the personal data to be processed in the context of the Service production is situated within the area of the European Union. Oikotie does not transfer personal data outside the European Economic Area without prior written consent from the Customer.

19. APPLICABLE LAW AND DISPUTES

This agreement is governed by Finnish law.

Any possible disputes arising from this agreement which cannot be resolved in negotiations between the Contracting Parties are settled in the District Court of Helsinki as the court of first instance. Should the Contracting Parties so agree in writing in advance, any disputes arising from this agreement are resolved in arbitration proceedings pursuant to the Arbitration Act.