
TERMS AND CONDITIONS

1 General

- 1.1 The purpose of the business plan service ("Service") is to enable the development of new business ideas into business plans by including the business idea in an online service maintained by the Finnish Enterprise Agencies ("Service Provider").
- 1.2 The Service is an online service that enables business plans and other business-related plans to be stored in a database. There may also be service descriptions of the Service. The Service may be developed further, meaning that the service descriptions may change.
- 1.3 Using the Service requires signing up and creating a user account in accordance with section 6 ("Signing up for the Service").
- 1.4 Please study these terms and conditions ("Terms") before using the Service and approving the Terms. By using or signing up for the Service, you confirm that you have studied these Terms, approve them and agree to comply with them. Do not use the Service if you do not approve these Terms.
- 1.5 These Terms apply when the Service Provider provides the Service to Users. These Terms and their appendices constitute the entire agreement ("Agreement") between the Service Provider and the User.

2 Definitions

- 2.1 The Service and the Terms comply with at least the following definitions:

User refers to everyone who uses the Service.

Content refers to any material added in any format by the User to the Service and/or any material suggested by them for the Service, such as links or headings and summaries created from linked websites.

3 Using the Service

- 3.1 The User agrees to use the Service solely for the purpose provided in these Terms. They also agree not to interfere with the operation of the Service. The User agrees to use the Service in accordance with the applicable Terms, any licence terms concerning the Service Provider and the applicable laws.
- 3.2 The User is responsible for any damage caused by using the Service in violation of the Terms, any licence terms concerning the Service Provider, the law or good practice.
- 3.3 The User must therefore use the Service in such a way that the Service is not used to share spam or any inappropriate or illegal material.

4 Adding Content to the Service

- 4.1 When a User adds Content to the Service, they agree to only add Content that complies with the purpose of the Service and that is appropriate, accurate and up to date. The User agrees not to share any Content that is false, offensive, defamatory, related to criminal activity or in violation of the law or good practice or that is harmful for the Service Provider, other Users or third parties.
- 4.2 The User is responsible for any Content they add to the Service.
- 4.3 The Service Provider has the right not to publish or to remove Content that they deem to be in violation of section 4.1.
- 4.4 The User must notify the Service Provider of any Content that they find to be in violation of the Terms.

5 Managing the Service and website

- 5.1 The Service Provider always has the right, but no obligation, to:
 1. Study and monitor the use of the Service to determine

whether a User is violating the Terms of the Service or the law and to comply with the applicable laws or requests or orders by the authorities

2. Block, remove or restrict access rights and accounts for Users who violate the Terms or the law
3. Respond to requests for support and information by Users
4. Prevent and combat crime and abuse, as well as issues related to security and technology, by modifying and amending the Service and its use
5. Otherwise manage the website and its operation to improve the proper use of the Service and safeguard their rights and the rights of partners, Users and third parties.

6 Signing up for the Service

- 6.1 Users sign up for the Service in accordance with the registration practice followed by the Service Provider at the time of registration.

7 Rights to the Service and Content

- 7.1 All intellectual property rights and copyrights related to the Service, including but not limited to the website, material, software or software services (and their source code and interfaces), are reserved exclusively to the Service Provider or its licensors.
- 7.2 Under this Agreement, the User is not provided with any rights related to the Service other than the limited right to use the Service in accordance with these Terms. The User (or their licensor) retains the rights to the Content they add to the Service (e.g. business plans). The Service Provider has the right to create anonymous reports and other statistics (collectively "Statistical Data") based on the Content (including business plans). The Service Provider has the right to modify and further develop Statistical Data.
- 7.3 Under this Agreement or when using the Service, no rights are transferred concerning the websites behind the links added by the User, or concerning the content of the websites. The Service Provider has no copyright or intellectual property rights concerning the websites that can be reached through the links added to the Service, or concerning the content of the websites.

8 Limitation of liability

- 8.1 The Service is provided "as is". The Service and the information included in the Service are modified continuously. The Service Provider does not guarantee the usability or functionality of the Service or its suitability for a specific purpose. The Service Provider is not responsible for the feasibility of the business plans created by Users for the Service or otherwise.
- 8.2 The User is responsible for their use of the websites, material and functionalities that can be reached through the Content added to the Service. When opening links that have been added to the Service, the User leaves the Service and its website for sites that are not owned or controlled by the Service Provider. The Service Provider does not monitor or regularly check third-party sites or their content, and is not responsible for their accuracy, acceptability, legality, reliability or information security. The Service Provider is not responsible for third-party information, material, products or services, and does not recommend them.
- 8.3 The Service Provider is not liable for any damage incurred by the User as a result of using a third-party website, service or content.
- 8.4 Information, instructions or advice obtained through the Service or any links included in the Service are not intended to be legal, commercial, medical or other information, instructions or advice that is binding on the Service Provider. Therefore, such information, instructions or advice cannot be referred to or used to present any claims against the Service Provider.
- 8.5 The Service Provider is not responsible for the accuracy of

automatically created headings or summaries.

- 8.6 The Content of the Service may be prepared by Users independent of the Service Provider and does not represent the opinion of the Service Provider. The Service Provider is not liable for any damage arising from the Content.
- 8.7 UNDER NO CIRCUMSTANCES IS THE SERVICE PROVIDER LIABLE TO THE USER OR ANY OTHER PARTY FOR LOSS OF INCOME OR DATA OR ANY OTHER INDIRECT OR CONSEQUENTIAL DAMAGE ARISING FROM OR RELATED TO THIS AGREEMENT OR SERVICE, NOT EVEN IN CASES WHERE THE SERVICE PROVIDER HAS BEEN EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE CUMULATIVE TOTAL LIABILITY OF THE SERVICE PROVIDER CONCERNING THIS AGREEMENT, THE SERVICE OR THE USE OF THE SERVICE IS LIMITED TO ONE CENT (EUR 0.01) IN ALL CIRCUMSTANCES, UNLESS MANDATORY LAW PROVIDES OTHERWISE.

9 Providing the Service

- 9.1 The Service Provider seeks to ensure but does not guarantee the uninterrupted operation of the Service.
- 9.2 The Service Provider is always entitled to make changes to the Service (or parts thereof) to further develop and improve the Service.
- 9.3 The Service Provider has the right to disable the Service or part of the Service without prior notice. The Service Provider reserves the right to discontinue the provision of the Service, documents and updates at any time and for any reason without prior notice.

10 Information security and confidentiality

- 10.1 The Service Provider seeks to ensure that the information security level of the Service is as high as possible. The User understands that the Internet is not fully secure in all aspects. Information security is also described in the Service Provider's privacy policy: <https://uusyrityskeskus.fi/en/data-protection-policy/>. The Service Provider processes business plans and other confidential Content in a confidential manner.

11 Termination

- 11.1 The User can terminate the Terms at any time by discontinuing their use of the Service and deleting their user account from the Service.
- 11.2 The Service Provider may prevent the User from accessing the Service at any time if the User is found to have violated (or there are reasonable grounds for believing that the User has violated) these Terms.
- 11.3 The User agrees that any Content they have added to the Service will remain in the Service despite the termination of these Terms or the deletion of their user account. However, the User has the right to ask the Service Provider to remove any identification information in connection with Content that they have added to the Service and that is still available in the Service. The Service Provider must fulfil such a request in accordance with the process it is using at the time.
- 11.4 Obligations and responsibilities in accordance with sections 7 and 8 will remain valid despite the termination of the Agreement.

12 Validity of the Terms

- 12.1 If one or some of the Terms are deemed invalid or otherwise legally non-binding based on a law or other provision, this will not render the other Terms invalid or non-binding.

13 Essential basis of the Agreement; discontinuation of essential conditions

- 13.1 The User understands that the Service Provider is committed to the Agreement in accordance with the provisions described herein

for limitation of liability. These provisions are the essential basis and an integral part of the Agreement. The User agrees that the limitations of liability will remain valid and applicable even in cases where an essential condition of the Agreement becomes invalid or otherwise non-binding or is deemed to have expired. Regardless of the above, nothing stated herein will limit the liability of the Service Provider for any damage it has caused intentionally or through gross negligence.

14 Amending the Terms

- 14.1 This Agreement contains everything that the parties have agreed on this matter. The Service Provider reserves the right to amend and modify the Terms and to add or remove items. The modified Terms will be included in the Service, and the Service Provider will also announce the modified Terms on the website of the Service. The changes will come into effect immediately after they have been announced on the website of the Service. If the User does not agree to the changes, they have the right to terminate the Agreement (in accordance with these Terms).
- 14.2 The Service Provider has the right to transfer this Agreement with all rights and obligations to a third party. Any transfer will be announced on the Service Provider's website.

15 Applicable law and jurisdiction

- 15.1 These Terms are governed and interpreted in accordance with the laws of Finland, excluding any conflict-of-law provisions. All disputes that arise from the Terms or their violation, termination or validity or that are related to the Terms or the Service will be settled definitively (if agreement cannot be reached through negotiations) by the Helsinki District Court.
- 15.2 If the Service Provider chooses not to refer to a right based on these Terms, this does not constitute a waiver of rights, nor will it prevent the Service Provider from later referring to such a right under these Terms in similar circumstances.

16 Appendices

- 16.1 By approving the Terms, the User also agrees that their personal data may be processed to fulfil the Agreement in accordance with the privacy policy provided on the Service Provider's website: <https://uusyrityskeskus.fi/en/data-protection-policy/>.