

End User License Agreement for the Coordinate Transformation Service of the Finnish Geodetic Institute

1 General

- 1.1 This End User License Agreement (EULA) and its general terms (hereinafter referred to as the “Agreement”) applies to the Coordinate Transformation Service (hereinafter referred to as the “Service”) provided by the Finnish Geodetic Institute (hereinafter referred to as the “Service provider”) and the natural or legal person (hereinafter referred to as the “User”) who agrees to use the Service under the terms of this Agreement. The Client and Service provider are hereinafter referred to as a “Party”.
- 1.2 The “Service material” stands for articles, pictures, content of files and all other material in the Service produced by the Service provider or Third parties. “User material” refers to material owned by the User or material initially owned by the User and modified by Service.
- 1.3 All rights of the Service belong to the Service provider.

2 Service description

- 2.1 The Service enables the User to transform coordinates from a coordinate reference system to another, to download material concerning coordinate reference systems and to get additional information on coordinate reference systems.

3 Service usage rights and registration

- 3.1 The usage right of the Service is granted to the User immediately after agreeing to the Agreement and performing a successful registration.
- 3.2 The User pledges to give truthful information about him- or herself in the registration process. Mandatory information includes the first name, last name and a valid e-mail address of the User. All optional information has to also be truthful. All of this information is below called “Registration information”.
- 3.3 The User promises to keep the Registration information up to date by informing the maintenance of the Service of changes occurring to the information.

4 Cost of the Service usage and its payment

- 4.1 The Service usage is free of charge.

5 Service maintenance and exceptions

- 5.1 The Service provider does not assure the Service to be error-free or interminable.
- 5.2 The Service provider is not responsible for service interruptions caused by technical problems, information systems, telecommunication errors, maintenance or installations. Neither is the Service provider responsible of any delays, transformations or disappearing of data caused by these.
- 5.3 The Service provider is not responsible for any errors resulting from third-party network connection interruptions or other network-related service interruptions, or errors in these services.
- 5.4 The Service provider is not responsible of any errors that result if the User uses the Service in contrary to the guidance or regulations, or errors that are otherwise caused by the User.
- 5.5 The Service provider is not obliged to pay damage compensation or other direct or indirect indemnity or compensation for disruptions or errors mentioned above in articles 5.1-5.4, or errors, including the decrease of the User's revenue or goodwill value or similar direct or indirect damages.

6 Rights and responsibilities of the User

- 6.1 The use of the Service requires registration. During the registration procedure the User has to select a unique username and password. The User is responsible for the safekeeping of his or her username and password. The User is responsible for any actions performed with the username and password as well as any damages and costs that are caused to the Service provider if a third party obtained possession of the username and password. If there is a reason to believe that a third party has gotten hold of the username or password, the Party has to immediately notify the other Party of the incident. After receiving the information, the Service provider will remove all access rights associated with the username and password and shall, based on own consideration, undertake other appropriate arrangements.
- 6.2 The Service may contain copyright and trademark-protected material as well as material protected by other intellectual property rights. The Service itself is protected by copyright in accordance with the Finnish copyright laws.
- 6.3 The User is not allowed to distribute, publish, copy, circulate or commercially exploit the material of the Service without a written permission, except when such actions are permitted by the law under special circumstances. Even then, the name of the copyright owner of the Material has to be acknowledged with the Material. The name of the copyright owner can be requested from the Service provider.

- 6.4 The User has the right to exploit Service material for commercial or research purposes, deviating from article 6.3, in the event that the right to use the Service material for the above mentioned purposes is distinctly indicated for that particular Service material. However, not even in this case may the Service material be or constitute the main functionality of any product. Instead, the Service material has to be integrated or further processed into the product of the User to improve the functionality of the User's product. The User is not allowed to charge any additional fees for the Service material, except costs arising from integration or further processing.
- 6.5 The User agrees to use the Service according to the law and good practice.
- 6.6 The User is responsible for the legality and good taste of any material send by him/her to the Service. In particular, the user is responsible for ensuring that the User material will not infringe third-party copyright, trademark or other intellectual property rights.
- 6.7 Sales of the Service and its provision to third parties are prohibited.
- 6.8 The User is responsible for obtaining and maintaining on his or her own expense the hardware, software, and telecommunication connections and maintenance, and other service costs, required to connect to or use the Service.
- 6.9 The User is responsible for ensuring that his/her hardware, software and data communications do not cause harm or damage to the Service or to other users. The User is responsible for the expenses caused for his/her hardware, software and data communications to be compatible with the Service.

7 Rights and responsibilities of the Service provider

- 7.1 The ownership and intellectual property rights belong exclusively to the Service Provider or its licensors for the Service. The same applies to the Service material produced by the Service, as well as the software used by the Service, including their updates and replacements.
- 7.2 The Service Provider will seek to ensure the correctness and accuracy of any data available on or through the Service. However, the Service Provider is not responsible for the accuracy and correctness of the information or other material available through the Service, neither is the Service Provider responsible for damages to the User or a third party caused by erroneous information available in the Service. The Service Provider is not responsible of the correctness of third-party products offered through the service. The Service Provider is not responsible for the content of other properties of service connected with the Service or accessed through it.
- 7.3 The Service Provider shall have the right at any time to modify the Service, its content, availability and the requirements for hardware to access the Service. The service provider is not required to give a notice about this in advance.
- 7.4 The Service Provider has neither the right nor the opportunity to control the legality of the User's activity or material, or compliance to good practice.

8 Liability for damages

8.1 The Service Provider is not responsible for any direct, indirect or consequential damages to the User.

9 Registration information and information created using of the Service and the usage of the information

9.1 The Service Provider has the right to use the User's Registration Data, as well as data or parts of data resulting from the use of the Service in registers of the Service Provider.

9.2 The Service Provider will not disclose the User's identity or contact information to third parties from the registers of the Service.

9.3 The Service Provider may use the Registration Data to inform the User about errors or improvements concerning the Service. The User can prohibit this during the registration process.

9.4 The Service Provider may use the Registration Data for information purposes, if permission for this is given by the User during the registration or later. The Service Provider does not use or disclose the Registration Data to third parties for marketing purposes.

10 The validity period and termination of the Agreement

10.1 The Agreement shall enter into force for the User when the User has entered the mandatory registration information and registered successfully with the Service, or in any other manner approved by the Service Provider separately.

10.2 The Agreement is valid for the Service provider when the User gets access to the Service after a successful registration. The registration is valid until the end of the Agreement.

10.3 The Agreement is valid until the other Party denounces the Agreement.

10.4 The Agreement can whenever be denounced. As a consequence the access of the User to the Service will be blocked.

11 Changes of the user rights and transfer of responsibilities

11.1 The Service Provider shall have the right to change the Terms of the Service. The user is notified of such changes via e-mail and / or in the Service two (2) days prior to their entry into force.

11.2 The User agrees to the changes of the Terms of the Service when the User logs into the Service with his/her username after the new Terms of the Service have entered into force.

11.3 The Service cannot become chargeable by a simple notification; instead, to become chargeable requires a new contract between the Parties.

11.4 The User may not assign the Agreement, the rights and obligations to a third party without the consent of the Service Provider. Nevertheless, the Service Provider has the right to assign the Agreement with its rights and obligations to a third party.

12 Governing Laws

12.1 The agreement is governed and controlled under the jurisdiction of the Finnish law.