

## Virre Client Contract

### Basic details of Client

Client's name

Client's Business ID

Client's delivery address

Client's invoicing address  
(if different from above)

### Details of Client's contact person

Contact person

Telephone

Mobile phone

Email

### Further information

### Binding terms of service

By signing this Contract I confirm I have read the general terms of contract of the Virre Service, and terms and conditions for use and delivery referred to in the general terms, and therefore accept I am bound by them and that they are a part of this Contract.

### Place and date

Place

Date

### Client's signature and name in block capitals

Client's signature and name in block capitals

### Order approval filled in by the Finnish Patent and Registration Office, PRH)

Helsinki \_\_\_\_\_

**Users' details. Only natural persons can be recorded as Users.**

User's name

User's email address

## **Virre Client Contract's Terms of Service**

These general Terms of Service ("Terms") are applied to the registered users of the Virre Information Service of The Finnish Patent and Registration Office ("PRH").

### **1. Definitions**

"Client" means a contracting party who has accepted these Terms. Clients can be businesses, organisations or authorities. A Client may have several user names which are given to Users for their individual use.

"User" means a person in the Client's organisation, for whom the Client has acquired a user name from the PRH for access to the Service.

"Terms of Use" means the currently valid general terms and conditions for use and delivery of the Service which are available at: [https://www.prh.fi/en/kaupparekisteri/tietopalvelut/virre/virre\\_-\\_terms\\_and\\_conditions.html](https://www.prh.fi/en/kaupparekisteri/tietopalvelut/virre/virre_-_terms_and_conditions.html) The Terms of Use are a part of these Terms.

"Service" means the Virre Information Service of the PRH that offers access to its currently available Service Information, including open data and its service-specific web pages. Further provisions on the use of the Service are to be found in its Terms of Use. Currently valid services and their descriptions are available in the instructions and on the web site of the Service.

"Register" means the data base consisting of the Trade Register, Register of Foundations and Register of Enterprise Mortgages.

"Contract" means the Virre Client Contract between the Client and the PRH.

"Service Information" means the data which is currently contained in the Register and publicly available through the Service.

### **2. Background and purpose of Terms of Service**

2.1. These Terms of Service with appendices provide for the use of the Service. These Terms are a part of the Contract between the Client and the PRH and define the rights and obligations, with regard to the Service, of its Users and the PRH, including its service providers. Further terms and conditions may be applicable to certain sections of the Service. They are indicated in the range of items available in connection with the section in question. If the Client does not accept these Terms, they are not allowed to use the Service.

2.2. These Terms specify the rights and obligations relating to the Service and the user terms and conditions of its Service Information, under which the PRH grants the Client a non-exclusive right to access and use the Service Information according to the currently valid service description.

### **3 Content of Service**

3.1. The content of the Service is described in the currently valid Terms of Use.

3.2. At discretion, the PRH may make changes to the range of items, function of the services, and other content. This right is also applicable to the circumstances described in the Terms of Use, to the range of items, and to the operations and content of the Service. The Service may be inaccessible during maintenance and at other times. The PRH is not responsible for any costs incurred to the Client by any changes or interruptions in the Service.

3.3. At discretion, the PRH may also decide to discontinue the Service or a part of it. If so, the PRH will report on the discontinuation in advance on its website or in the Service.

### **4. Right to access and restrictions of use**

4.1. The extension and the restrictions of the right to access are described in Terms, unless an exception is made specifically. In this section, the Client's access rights and restrictions of use are specified.

4.2. The Client approves, that the right to access and use the Service is, under the Contract, only granted to the Client and the Users appointed by the Client. The Client agrees to use the Service for private, non-commercial purposes only, and to comply with these Terms, any relevant legislation, and good practice.

4.3. If the Client is an organisation, disclosing the information is permitted in conjunction with the User's own intra-group operation, provided the disclosure is not the main purpose of the Client's operations, and that each time the amount of information is small. For clarity it is stated, that the Client is permitted to forward an individual document retrieved through the Service, but not any information provided through a selection as such or contrary to a separate licence application on data use.

4.4. Users are responsible for obeying the legislation and authority regulations concerning data protection as regards the equipment, data connections, software, files, and the information communicated in the Service that have been entrusted to them.

4.5. Users are not allowed to change any individual piece of information in the Service Information. The date and source of any information acquired through a selection must be clearly indicated as a part of the product or service that the Client offers, if data is to be forwarded.

## **5. User names**

5.1. The Client is entitled to receive one or several user names with related passwords, which allow search of data from the Service Information. User names are personal and they must not be forwarded to third parties. The Client is responsible for all use under their user name, and for its use of Service to be in total compliance with these Terms and this Contract. The Client must ensure that their user name(s) and password(s) are not misused.

5.2. After the Client has submitted the signed Contract to the PRH, the PRH must deliver the password(s) and user name(s) to the Client's contact person or to the Users without unnecessary delay as soon as it has approved the Contract. When submitting the Contract to the PRH, the Client must enclose a list of those persons who are to acquire a personal user name for the Service, and their contact details.

5.3. The Client is responsible for keeping their Users' contact details up to date with the PRH. When a user name is no longer needed, the Client must immediately inform the PRH about it.

## **6. Pricing and terms of payment**

6.1. The PRH charges the Client for the use of the Service according to its current price list. The price list valid at the time of the entry into force of the Contract is to be found in Appendix 1.

6.2. Invoicing for the Service takes place monthly in arrears. Terms of payment are fourteen (14) days from the invoice date. We charge an interest on late payments based on the Finnish Interest Act, and reasonable collection charges. To maintain the right to use the Service, the Client must pay the fee by the due date indicated in the invoice. The Customer has no right to use the Service if they have any Service payments outstanding to the PRH.

6.3. Once the Client has started using the Service, they must pay a start-up fee according to the price list. In addition, the PRH charges an annual fee, indicated in the price list, for each user name.

6.4. The PRH has the right to change its pricing. Clients will be informed of such changes in advance either on the Client Announcement, in the Service, or through a written announcement. If the Client does not accept the changes, they are entitled to terminate the Service Contract before the change takes place, with one (1) month's notice required.

## **7. Privacy policy**

7.1. The Client Register's file description and Terms of Use regulate the use of the Client's and/or User's personal data.

7.2. The privacy protection of the Service Information is described in the Terms of Use. For clarity it is stated, that the Client is, in particular, responsible for the Users and Client to have appropriate grounds for processing personal data the Client has received from the Service Information, and that the Client will not process personal data other than according to these grounds in ways and for purposes which have been reported in advance.

7.3. The Client must ensure that they have completed the technical and organisational measures required in order to protect the personal data from any unauthorised access, and from accidentally or illegally deleting, altering, disclosing, moving the data, or other illegal processing of data. Furthermore, the Client must ensure that the persons processing personal data are bound to an appropriate, either statutory or contractual, secrecy obligation. The Client must ensure that the Users will not use the Service Information and its personal data for purposes other than those set out in the Contract in accordance with the Terms.

## **8. Contract term and its termination**

8.1. The Contract enters into force as soon as the PRH has delivered the agreed user names to the Client.

8.2. The Contract stays in force until further notice and can be terminated with a term of notice of one (1) month. The Agreement must be terminated in writing through a termination notice which is delivered to the other Party.

8.3. If, within the period of one year, the Client has not logged into the Service under their user name(s), the PRH may consider the Contract terminated without separate notice and disable the user name(s).

8.4. The PRH may terminate the Contract immediately, if:

(i) the Client has essentially neglected the Terms of this Contract or their obligations under it, or in some other respect essentially breached the Terms of this Contract, and has not remedied, within a term of fourteen (14) days, the breach of contract despite a written invitation from the PRH;

(ii) the Client is under restructuring, in liquidation, or bankrupt, or there is otherwise reason to consider the Client insolvent; or

(iii) the Client is in breach of legislation or orders of the authorities, in particular provisions concerning the protection or integrity of personal data.

8.5. The PRH will disable the user name(s) of the Client after termination of the Contract.

8.6. Despite the termination of the Contract, such provisions in these Terms that are obviously meant to stay in force even after the Contract has been terminated will prevail.

## **9. Reporting**

The Client must promptly inform the PRH of any malfunction or defect in the Service, Service Information, or in the operations of the PRH. Furthermore, the Client is obliged to promptly inform the PRH of any suspected misuse.

## **10. Damages and limitation of liability**

10.1. The PRH is not liable for any consequential or indirect damage caused to the Client or User, but the Service is provided 'as is' without guarantee of any kind. Thus, the PRH is not liable for, but is not limited to, the integrity, defects, damaging, losing, or altering information in the Service Information or any damages caused by this to the Client or third parties. Moreover, the PRH is not liable for the use of the Service or the Service Information by the Client, or for the unsuitability of the Service or the Service Information for the Client's needs.

10.2. There may be interruptions in the Service because of maintenance, updating or technical failure. The PRH will do its best to inform of scheduled downtime in advance on the website of the Service, but cannot guarantee that the Service will be uninterrupted or free of faults; neither can interruptions and delays be deemed breaches of contract.

10.3. If the Client, including any Users, violates the Contract, the Client is responsible for the damage caused.

## **11. Applicable law and solving disputes**

Finnish legislation applies to the Terms of this Contract (excluding rules of conflict of laws which would lead to the application of a foreign law). If no agreement is reached, the matter is taken to the court of first instance, i.e. the Helsinki District Court.

## **12. Contract documents**

These Terms include the following Appendices, which form an integral part of the Agreement:

Appendix 1 The price list valid at the time of the entry into force of the Contract (available at Virre Information service, in section Price lists).

## **13. Changes**

13.1. The PRH has the right to amend the Terms of this Contract unilaterally. Clients will be informed of such changes in advance either via email, on the Client Announcement, or through a written announcement. If no further notices are made, the amendments of the Terms will enter into force not earlier than thirty (30) days after the delivery of the notice. The PRH's notice is considered as received within three (3) working days of the dispatch of the notice.

13.2. If the Client does not accept the changes, they are entitled to terminate the Service Contract before the change takes place, with fourteen (14) days' notice required. The termination must be done in writing.