

# ForestBioFacts Digital Learning Environment

## General Terms and Conditions of Use

The user of ForestBioFacts Digital Learning Environment hereby agrees to the following terms and conditions:

### **1. Ownership of Intellectual Property rights**

The ownership of ForestBioFacts Digital Learning Environment; herein named as "Licensed Product", copyright and other intellectual property rights relating to thereto belong to Paperi ja Puu Oy publishing company, herein named as "Licensor".

The user of the Licensed Product, herein named as "Subscriber" acknowledges that all right, title and interest in and to the Licensed Product remain with the Licensor and that the unauthorised distribution of the Licensed Product could materially harm the Licensor.

### **2. License term and termination**

The Subscriber has the license to use the Licensed Product or the agreed limited number of themes of it, copyright owned by the Licensor, during the agreed period.

The Subscriber can choose the length of the license as well as the scope of the content from the Licensed Product. In agreements with individual customers, the license periods vary from one month to one year and the scope of the content from the Licensed Product from one to all themes i.e. the whole Licensed Product. In agreements with institutions, the license periods vary from one year to five years and the scope of the content is always all themes i.e. the whole Licensed Product.

The license agreement shall come into force upon the delivery of the personal identification information and all fees related to the use of the Licensed Product are paid.

In case (i) the Licensor stops providing the Licensed Product to the Subscriber, (ii) the Subscriber is unable to use the Licensed Product for a reason attributable to the Licensor, or (iii) the Licensed Product does not comply with what is agreed in the license agreement, and such non-use, down-time or non-compliance has lasted for 15 days, the Subscriber has the right to terminate the license agreement by a written notice to the Licensor. In case of such termination the Licensor shall be obliged to refund the proportional part of the paid license fee during which the Subscriber could not use the agreed Licensed Product in relation to the entire license period. The refund shall be paid within 30 days from the date of Subscriber's notice of termination.

If the Subscriber does not follow the terms and conditions of the license agreement or these General Terms and Conditions of Use, the Licensor has the right to terminate the license agreement. All agreements related to the Licensed Product shall be always governed by the laws of Finland.

### **3. Subscriber obligations**

Only Authorised Users are allowed to access the Licensed Product or the agreed limited number of themes of it. It is forbidden to allow other persons to access the Licensed Product. Access to the Licensed Product shall be authenticated by IP address.

The Subscriber shall use reasonable efforts to:

- 4.1 Ensure that access to and use of the Licensed Product is limited to the agreed authorised use and to the agreed content of Licensed Product.

- 4.2 Ensure that any passwords used to access the Licensed Product are issued only to Authorised User(s) and that neither the Subscriber nor its Authorised User(s) divulge any password to any third party; and
- 4.3 Immediately upon becoming aware of any unauthorised use of the Licensed Product, inform the Licensor and take appropriate steps to ensure that such activity ceases and to prevent any recurrence.

#### **4. Authorised Use of Licensed Product**

The Authorised User(s) may:

- 4.1 Access, search, browse and view the Licensed Product or the agreed limited number of themes of it;
- 4.2 Use the figures in the Licensed Product for presentations and reports assuming that the original source of the figures is mentioned.
- 4.3 Reproduce, retain and redistribute non-substantial (minor) parts of the Licensed Product in a non-systematic way.

#### **5. Restrictions on Use of Licensed Product**

The Subscriber and its Authorised User(s) may not:

- 5.1 Abridge, modify, translate or create any derivative work based on the Licensed Product without the prior written permission of the Licensor;
- 5.2 Remove, obscure or modify in any way any copyright notices, other notices or disclaimers as they appear in the Licensed Product;
- 5.3 Substantially or systematically reproduce, retain or redistribute the Licensed Product.

#### **6. Quality of Service**

The Licensor shall use reasonable efforts to provide the Licensed Product with a quality of service consistent with industry standards, specifically, to provide continuous service with an average of 95% up-time per month, with the 5% down-time including scheduled maintenance and repairs performed at a time to minimize inconvenience to the Subscriber, and to restore service as soon as possible in the event of an interruption or suspension of service.

The Licensor has the right to alter and develop the contents of the Licensed Product. The Licensor also holds the right to replace the Licensed Product with a corresponding new product. In such a case, Subscriber has always the right to access the new product for the remaining license term. The Licensor has the right to run down the old Licensed Product when the new corresponding product is functional.

If you are not sure about how you are entitled to use the Licensed Product, please contact [info@forestbiofacts.com](mailto:info@forestbiofacts.com).