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Terms of service
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Terms of Service (the "Terms") forms an inseparable part of the Agreement for Visit Finland DataHub Services (the "Agreement") between the You and Business Finland Oy ("Business Finland" or "we," "our" or "us"), regarding Your use of our services specified in the Agreement (the Visit Finland DataHub software and services are collectively referred to as the "Service"). The term "you" shall also include your employees or other authorized users to the extent applicable and permitted under your subscription of the Service.

1 Terms of service for Visit Finland DataHub Service

We know it is tempting to skip these Terms of Service (hereafter called "*Terms*"), but we kindly ask you to read the Terms carefully and contact us if you have any questions. It is important for you to know what you can expect from us and what we expect from you.

By accessing or using the Finnish Visit Finland DataHub, you agree to be bound by these Terms, including our Community Guidelines and Privacy Policy. The Visit Finland DataHub is not intended for consumer users. When you accept these Terms, you also accept them on behalf of the company you represent.

These Terms govern your access to and use of Visit Finland DataHub, including websites, e-mail notifications, applications, buttons, widgets, API (together called "*Visit Finland DataHub*" or the "*Service*"), and any information, text, graphics, photos or other materials or data uploaded, downloaded or appearing on the Visit Finland DataHub (together called "*Content*").

In short

Every service and company have their own Terms, and these are ours. Please read them carefully. You will find links to our Community guidelines and Privacy Policy.

2 Welcome to Visit Finland DataHub

Visit Finland DataHub is a platform for travel companies to make sure their travel services are seen by travellers locally and globally. Travel companies can manage their product information in one place for multiple channels, such as Visit Finland's website and campaigns, Regional Tourism Organizations' websites and campaigns, travel portals, tour operator websites, travel media and more.

Curators in Regional Tourism Organizations and Business Finland help make the marketing even better by ensuring that data meets the quality criteria. Translators offer translations in needed languages. The product information is then made available for sales channels and travel agencies who can add it from

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Visit Finland DataHub to their channels and share what the travel companies in Finland can offer.

Visit Finland DataHub service is owned and provided by the Business Finland Oy company. Business Finland is the Finnish innovation funding, trade, investment, and travel promotion organization, headquartered in Helsinki and having around 40 offices globally and 20 regional offices in Finland. Business Finland consists of two legal entities, the Innovation Funding Agency Business Finland and the company **Business Finland Oy**. The funding agency and the company comprise an operational entity, and they are managed in accordance with a joint strategy. **Visit Finland** is an integral part of Business Finland Oy and focuses on promoting Finland as an attractive tourist destination to a world-wide audience. The owner and service provider is hereafter defined as "*Business Finland*", "*We*" or "*Us*".

3 Using the Visit Finland DataHub

3.1 Who can use the Visit Finland DataHub?

In the Visit Finland DataHub, there are different roles for different kinds of users:

- **Finnish Travel Companies** and other producers of travel services
- **Business Finland**
- **Regional Tourism Organizations**
- **Add-on service providers**, for example translation or marketing services
- **DataHub Data Users**, Users who connect into the API for the data, for example marketing channels, travel agencies and other solution providers

Business Finland and Regional Tourism Organizations verify the travel-industry nature of the Finnish Travel companies based on public registration and information as users of the Visit Finland DataHub.

Business Finland chooses and accepts the Regional Tourism Organizations, any Add-on service providers and DataHub Data Users as users of the Visit Finland DataHub.

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In short

The Visit Finland DataHub can be used by persons who are acting on behalf of a company or for the reason of trade, business or profession. There are different roles for different kinds of users. Although the end-product (information about travel products in Finland) is meant for consumers, the Visit Finland DataHub service is not for consumers.



See section 4.2 and our Community Guidelines for more information regarding different user roles.

3.2 Your Visit Finland DataHub account

You must register to use certain features of the Visit Finland DataHub. When you register your account, you agree to:

- and confirm that you have the right to act on behalf of the company you represent
- provide correct, up-to-date and complete information about you and the company you represent as asked on the registration forms on the Visit Finland DataHub (“Registration Data”)
- keep any logins, passwords, or other credentials that you select or that are provided to you for use on the Visit Finland DataHub safe,
- always keep the Registration Data, and any other information you provide to us, correct, up to date and complete
- let us know immediately of any unauthorized use of your account or any other security breaches by emailing us at datahub@visitfinland.com
- if you are Finnish Travel Company, that Business Finland and/or your Regional Tourism Organization can edit your Content in order to control the quality and integrity of the Content. Business Finland and/or your Regional Tourism Organization may publish edited Content without asking approval.

In short

You need to register an account to use the Visit Finland DataHub. Always provide correct information about yourself and keep your account and password safe.

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3.3 Fees and Payment

You can use the Visit Finland DataHub free of charge. Some Add-on services provided by others than Business Finland, may be paid services.

In short

The Visit Finland DataHub is free of charge. If you order any add-on services, check with the service provider what they will charge you for using their service.

3.4 What we expect of you

The right we give you to use the Visit Finland DataHub is:

- **personal and limited to your internal business purposes**, which means it doesn't extend to anyone else,
- **non-transferable**, which means you're not allowed to transfer the right to anyone else,
- **non-exclusive**, which means that we can provide the same service to others,
- **revocable**, which means that the right can be cancelled,
- **subject to your compliance with the Terms at all times**, which means that we may at any time suspend or terminate your access to the Visit Finland DataHub if we have reason to believe that you are not complying with the Terms or you are otherwise abusing the Service.

You may not copy, modify, distribute, sell, or lease any part of the Visit Finland DataHub. Also, you may not reverse engineer, attempt to extract any of our source code, deep-link, incorporate any part of the Visit Finland DataHub into any other website or use automation or manual process to access, monitor, copy content or information on Visit Finland DataHub unless you have our written permission or applicable law lets you do so.

When using the Visit Finland DataHub service, you agree to not violate any applicable local, provincial national, or international law or regulation. Please be careful to follow relevant consumer protection regulation.

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Some parts of Visit Finland DataHub include software that is offered under open source license terms that we make available to you. Please read such open source license terms carefully.

In short

Use the Visit Finland DataHub for what the service is designed to do. Do not try to hack the service and do not violate any laws while using the service.

3.5 The use of your company name in our marketing

Unless you provide us with written notice to the contrary or of any reasonable restrictions or requirements, you agree that we may use your company's name(s) and logo(s) in connection with Visit Finland DataHub on the Business Finland's various websites, press releases, promotional and sales literature, customer/prospect presentations, lists of customers, and/or other similar situations in accordance with good marketing practices.

In short

We would love to use your name in our marketing. Please let us know if your company would prefer to not be mentioned.

4 Product Information in the Visit Finland DataHub

4.1 What is Product Information?

Content about and related to travel products and services provided by the Finnish Travel Companies, are called "*Product Information*". Regional Tourism Organizations or Business Finland may also import for example Content about local attractions to the Service, and such uploaded information is considered as Product Information.

Product Information can be for example text, pictures, videos, links to other services, text and pictures and information about prices.

All Product Information is the sole responsibility of the Finnish Travel Company and its representative who originated such Product Information. **The Travel Company shall ensure that it has all necessary rights to its Product**

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Information in order to allow the other parties to use the Product Information according to these Terms. See especially Section 4.2 below.

In case the Product Information is originated by the Regional Tourism Organization, such information is the sole responsibility of the Regional Tourism Organization who originated the Content.

We cannot take any responsibility for any such Product Information or edited or modified Product Information.

The Finnish Travel Company's Product Information is always subject to Business Finland's and/or Regional Tourism Organization's approval before it will be published in the Visit Finland DataHub. Business Finland is not obliged to publish any Product Information.

When you are representing the Finnish Travel Company or the Regional Tourism Organization, your user role may allow you to submit or modify Product Information to the Service. Although the Product Information you are submitting mainly relates to business instead of individuals, it may include *personal data*, such as:

- photos or videos where a person can be recognized or contact details (e-mail addresses) of Travel Companies' contact persons.

Product Information is visible for all users of the Service. **If you are submitting content that includes information about other individuals, you must ensure that their *consent* has been obtained for sharing such information.**

In short

As a Finnish Travel Company, information about your travel destinations and services will always remain yours and you are responsible for the data being correct.

Your data can be modified in the Business Finland DataHub by Business Finland and/or Regional Tourism Organizations and add-on service partners you have engaged, such as translators.

Other parties may use your data according to these terms and conditions. See section 4.2. for details. You are responsible for ensure that you have all necessary rights to give other parties to use your data.

4.2 Who can use the Product Information and how?

The Product Information can be used in different ways. By uploading Product Information you allow it to be used as described in the following section, where

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we will go through how each role on the VisitFinland DataHub can use the Product Information.

How Finnish Travel Companies can use the Product Information?	
Import and upload Product Information	Yes
Edit the Product Information	Yes, they may edit and/or delete their own Product Information in the Service.
Decide how their Product Information is used	<p>No. By Providing Product Information to the Service the Travel Company agrees, that any user permitted by Business Finland to access the data via API can use the data according to these Terms.</p> <p>If the Travel Company notices any misuse or inappropriate use of its Product Information, the Travel Company is urged to notify Business Finland, who may restrict access to the data via API.</p>
License their Product Information	<p>Travel Company assigns rights to Regional Tourism Organizations, Business Finland and Add-on service providers to edit (without prior notice to the Travel Company) and publish the Travel Company's Product Information in Business Finland DataHub.</p> <p>Travel Company assigns rights to DataHub Data Users to utilize the Product Information as specified below under section <i>How Add-on service providers can use the Product Information?</i></p>
Use the Product Information	Travel companies can use Product Information for their own marketing, for example their own website.

How Regional Tourism Organizations can use the Product Information?	
Import and upload Product Information	Yes, Regional Tourism Organizations can import for example data about local attractions.
Edit the Product Information	Yes, as part of the curation process Regional Tourism Organizations may edit the Product Information of the Travel Companies who are partners with the Regional Tourism Organization.

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	Regional Tourism Organization may also edit Product Information it originally imported to the Service.
Decide how the Product Information is used	<p>The Finnish Travel Company's Product Information is always subject to Regional Tourism Organization's and/or Business Finland's curation process and approval before it will be published in the Visit Finland DataHub.</p> <p>By originating Product Information to the Service, the Regional Tourism Organization agrees, that any user permitted by Business Finland to access the data via API can use the data according to these Terms.</p>
Use the Product Information	Can use all the Product Information in their region for marketing purposes.
Delete the Product Information	No, except the Product Information it originated.

How Business Finland can use the Product Information?	
Import and upload Product Information	Yes, Business Finland may also import for example data about local attractions.
Edit the Product Information	<p>Yes, if the Travel Company is not a partner of any Regional Tourism Organization, Business Finland may edit the Travel Companies' Product Information as part of the curation process.</p> <p>Business Finland may also edit Product Information it originally imported to the Service.</p>
Decide how the Product Information is used	<p>The Finnish Travel Company's Product Information is always subject to Regional Tourism Organization's and/or Business Finland's curation process and approval before it will be published in the Visit Finland DataHub.</p> <p>Business Finland may also restrict access to the API.</p>
Use the Product Information	Can use all the Product Information in all of its own services, for example in Visit Finland My Stay.
Delete the Product Information	Yes, if there has been a violation of these Terms.

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How Add-on service providers can use the Product Information?	
Import and upload Product Information	No
Edit the Product Information	Yes, if the Travel Company has ordered the service as separately agreed between the Travel Company and the Add-on service provider.
Decide how the Product Information is used	No. Add-on service provider grants the rights to the edited Product Information to the Travel Company who originated the Product Information.
License the Product Information	No
Use the Product Information	Can use the Product Information solely to produce the ordered add-on service.
Delete the Product Information	No

How DataHub Data Users can use the Product Information?	
Import and upload Product Information	No
Edit the Product Information	No
Decide how the Product Information is used	Can decide about the use of such content in its own services in accordance with these Terms.
License the Product Information	No.
Use the Product Information	<p>Data Hub Data Users have the non-exclusive right, unrestricted by time or place, to publish the Product Information available in Visit Finland DataHub to their customers and others. However, the Users have the right to use Product Information only for marketing and communications related to the travel product, travel service or attraction for which the Product Information was produced.</p> <p>Product Information or any part of it shall not be used in a way that infringes the moral rights of its creator(s).</p>

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	<p>Product Information or any part of it shall not be modified without the written consent of the rights holder. However, DataHub Data Users can decide not to publish a part of the content (for example if missing translation or different target group).</p> <p>Creator of the Product Information or any part of it (such as creator of images) shall be mentioned as originally mentioned in the Product Information.</p>
Delete the Product Information	No



See our Community guidelines for more information regarding using Product Information and quality criteria.

4.1 How long do we keep the content?

We keep all content for draft and unpublished content 2 years and we will ask you to actively update the content before it is removed.

4.2 Confidential information

The Visit Finland DataHub service does not contain confidential information. If you do not want others to see some content do not publish it before it's public.

Business Finland may share Confidential Information with you. You may not disclose to third parties any confidential information disclosed by Business Finland or by third parties as part of the execution of these Terms.

5 The Visit Finland DataHub service

5.1 Changes to the Visit Finland DataHub

We may, without prior notification to you, make changes to the Visit Finland DataHub or method for providing it. We will do our reasonable efforts to notify you about any material changes to the Service in advance.

In short

If we need to change the Visit Finland DataHub we will do our best to notify you in advance.

5.2 Intellectual Property Notice

Business Finland's Rights to Content

Business Finland, our affiliates, and our suppliers and licensors own all right, title, and interest, including all intellectual property rights of any kind related to the Visit Finland DataHub website and service, and any services available in connection with the Visit Finland DataHub. We reserve all rights that are not expressly granted to you under these Terms or by law. You may not duplicate, copy or reuse any parts of the Visit Finland DataHub or any third-party service or content without prior written consent of the relevant right holders.

Trademarks

Any product or service name or slogan contained on the Visit Finland DataHub are trademarks or registered trademarks of Business Finland and its suppliers or licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of the applicable trademark holder.

In short

As your content remain yours, our content will remain ours. Business Finland owns the Visit Finland DataHub and all our content. You may only use our content in the way we have allowed.

5.3 Third party IPR, links, sites, and services

The Visit Finland DataHub may contain links to Web pages and content of third parties as a service to those interested in this information. We do not monitor, endorse, or adopt, or have any control over any third-party content. We undertake no responsibility to update or review any third-party content and can make no guarantee as to its accuracy or completeness. Additionally, if you follow a link or otherwise navigate away from the Visit Finland DataHub, please be aware that these Terms will no longer govern.

You should review the applicable terms and policies, including privacy and data gathering practices, of any third-party content or service provider to which you navigate from the Service.

You access and use third-party content at your own risk. All trademarks, registered trademarks, product names and company names or logos mentioned on the Visit Finland DataHub are the property of their respective owners.

The Visit Finland DataHub may contain advertisements and promotions from third parties. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise, does not constitute or imply endorsement, sponsorship, or recommendation thereof by us, or vice versa.

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Your business dealings or correspondence with, or participation in promotions of, advertisers other than us, and any terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third party.

In short

The Visit Finland DataHub has links to third-party sites and services. We cannot take any responsibility for the third-party content or sites.

5.4 Privacy

Business Finland will process personal data as data controller

As a data controller, we process personal data about you when you sign up for the Service or when you otherwise provide personal information to us in the context of the Agreement. Our collection and use of this information, which we process as the data controller, is described in the Privacy Statement.

5.5 Disclaimers

TO THE FULL EXTENT PERMITTED BY LAW, THE WARRANTY SET FORTH IN THIS SECTION 5.5 IS SUPPLIER'S EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS, UNDERTAKINGS OR TERMS OF ANY KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, BY OPERATION OF LAW, ARISING BY STATUTE, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, INCLUDING, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, LACK OF VIRUSES AND BACK DOORS, TITLE, NON-INFRINGEMENT, ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS, AND/OR LACK OF WORKMANLIKE EFFORT.

NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING STATEMENTS REGARDING PERFORMANCE OF THE SERVICE, WHICH IS NOT CONTAINED IN THESE TERMS, WILL BE BINDING ON THE SUPPLIER. THE FOREGOING WARRANTY SPECIFICALLY EXCLUDES THIRD PARTY MODIFICATIONS.

All Content and Services are provided by us, Business Finland, 'as is'.

We take no responsibility and assume no liability for any Content that you or any other user or third-party posts or sends using the Visit Finland DataHub. Your use of the Visit Finland DataHub, including, without limitation, your use of any content accessible through the service and your interactions and dealings with any service users, is at your sole risk. We do not warrant uninterrupted use or operation of the Visit Finland DataHub, your access to any content or that they are free from viruses or other contaminating or destructive properties. No advice or information, whether oral or written, obtained by you from the Visit

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Finland DataHub will create any warranty regarding Business Finland that is not expressly stated in these terms.

However, we warrant that we will perform our obligations in a professional manner and the Visit Finland DataHub shall performed in accordance with the methods normally applied by well reputed service providers. We agree to rectify any fault in the Visit Finland DataHub with the urgency required by the circumstances.

In short

You are responsible for your actions on the Visit Finland DataHub.

We will try our best to make the Travel Hub as usable as possible, but we provide the service as is, and make no promises and guarantees about the service. Sometimes the service may be down for a while. We will try our best to solve these kinds of problems quickly.



Read more in our Community guidelines.

5.6 Limitation of liability

The aggregate total liability of a party towards the other party in respect of any cause of action relating to or arising out of the Agreement shall not exceed the amount 500 euros.

NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RELATED TO THESE TERMS, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM DELAY OF DELIVERY OR FROM LOSS OF PROFITS, DATA, BUSINESS, OR GOODWILL, HOWEVER CAUSED AND ON WHATEVER THEORY, WHETHER BASED ON BREACH OF CONTRACT OR WARRANTY, TORT (INCLUDING NEGLIGENCE), THE FAILURE OR ASSERTED FAILURE OF A PARTY TO PERFORM ITS OBLIGATIONS HEREUNDER, OR OTHERWISE, AND WHETHER OR NOT THE PARTY ALLEGED TO HAVE CAUSED SUCH DAMAGES HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

The limitations of liability shall not apply to:

- a) damages caused by willful misconduct or gross negligence; or
- b) breach of confidentiality provisions in Section 4.2; or
- c) claims and costs covered by Section 5.2.

Back-up copies of data and data files

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Business Finland and users who provide or edit data or content in the Visit Finland DataHub are responsible for taking back-up copies of data and data files and for verifying the functionality of such back-up copies. Business Finland is not liable for the loss of, damage to, nor alteration of data or data files of the other parties due to any cause and the resulting damages and expenses incurred, such as expenses based on the re-creation of data files.

However, in the case of the loss of your data or data files, we will give you all reasonable support to you restoring the data loss. We will provide this support without any additional fees or charges.

Unexpected events (force majeure)

Business Finland will not be held responsible for circumstances beyond its control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorised access, theft, operator errors, severe weather, earthquakes or natural disasters, strikes or other labour problems, wars, quarantine restrictions or governmental restrictions.

Disputes between you and other service providers in the Visit Finland DataHub

Business Finland does not take any responsibility for any errors, IPR infringements or contract breaches in the services provided in Visit Finland DataHub by other service providers. These disputes, controversies and claims should be handled by the parties in the dispute directly.

In short

We can't promise that the Visit Finland DataHub service will always be perfect. Unexpected things may happen, and we are not liable for that. Remember to back up your data. If you have a disagreement with another party, work it out with that party.

6 Indemnity

You agree to defend, indemnify and hold harmless Business Finland, its subsidiaries, affiliates, partners and third-party advertisers and their respective directors, officers, agents, employees, licensors, and suppliers from and against any costs, damages, expenses, and liabilities (including, but not limited to, reasonable legal fees) arising out of any claims or actions, in any way related to your access to or use of the Visit Finland DataHub service, your Content or Product Information or your breach of any of these Terms.

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You are responsible for your actions and use of the Visit Finland DataHub. If we are sued because of something you've done related to the Visit Finland DataHub, you must pay our costs.

7 In case of problems or disagreements

These Terms shall be governed and construed in accordance with the laws of Finland, without giving effect to principles of conflicts of law or to the Convention on Contracts for the International Sale of Goods. Any dispute, controversy or claim arising out of or relating to our Agreement or these Terms, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The seat of arbitration shall be Helsinki, Finland. The number of arbitrators shall be one. The language of the arbitration shall be English.

8 Term and Termination

If Your continued use of the Visit Finland DataHub may result in material harm to us, our subcontractors, affiliates, or another user of the Service, we may block or restrict Your or Your company's access to the Travel DataHub, always provided that we do not adopt or undertake more far-reaching measures than is justified under the circumstances.

In addition, we are entitled to suspend an individual user's or company's continued use of the Visit Finland DataHub if the individual user has submitted information to the Visit Finland DataHub in breach of applicable legislation or otherwise used the Visit Finland DataHub in breach of these Terms.

These Terms shall become effective by accessing or using the Visit Finland DataHub and shall stay in effect until further notice.

Either party may terminate this Agreement by giving the other party notice in writing specifying the date of such termination, which shall be not less than six (6) months after the date of receipt of such notice.

Neither Party shall have the right to assign the Agreement or any of its rights or obligations hereunder to any third party without the prior written consent of the other Party. Notwithstanding the foregoing, each Party may transfer its receivables under these Terms to a third party.

Business Finland may transfer the Agreement and the rights and obligations hereunder to such a third party to which the activities related to the Agreement has been transferred.

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In short

Follow the rules. We do not accept bad behavior. If you don't follow the rules, we could block your access to the Visit Finland DataHub.

9 Other Terms

Any provision of these Terms that is found to be invalid, unlawful, or unenforceable will be severed from these Terms, and the remaining provisions of these Terms will continue to be in full force and effect. The section headings, titles and summaries in these Terms are for convenience only and have no legal or contractual effect. Any provision in these Terms that by its nature should survive the termination of your license to access the Service or any termination of these Terms (including, without limitation, provisions governing indemnification, limitations on liability, disclaimers of warranty, and ownership of intellectual property) will continue to remain in full force and effect after any such termination.

We may change the content of these Terms. If so, we will post a notice of change in the Visit Finland DataHub website at least 30 days before any change takes place.

10 Parties

These terms are an agreement between you and us, Business Finland Oy, a Finnish company with its registered office at Porkkalankatu 1, 00180 Helsinki, Finland.

Contacts: datahub@visitfinland.com.
