**TERMS OF INTERNET SERVICE**

* Sopimuspohja tehty yksinomaan digitaalisen palveluntarjoajan näkökulmasta tilanteeseen, jossa yhtiö tarjoaa henkilökäyttäjille useita erityyppisiä palveluja ja näillä vakioehdoilla palveluntarjoaja määrittelee toimitusehtojaan ja palvelujen käyttäjien velvollisuuksia ja oikeuksia.
* Sopimuspohjan kaikki kohdat tulee tarkistaa ja muuttaa vastaamaan käytännön tilannetta. Erityisesti on huomioitava toiminta-alueen laaja pakottava lainsäädäntö (mm. tietosuoja- ja kuluttajansuojalait). On myös huomattava, että yhden sopimuskoh­dan muuttaminen yleensä vaikuttaa myös sopimusehtojen muihin lausek­keisiin ja lisämuutokset ovat tällöin tarpeen.
* **HUOM.! Tämä sopimuspohja ei sovellu käytettäväksi käytännön tilan­teisiin ilman operointialueen sopimusjuridisen asiantunti­jan tarkistusta ja kor­jauksia.**

***Draft 0.1 – JUNE \_\_, 20\_\_***

**TERMS OF INTERNET SERVICE**

***(VERSION 1.0)***

This page describes the terms and conditions that govern your use of certain FIRMA products or services, including FIRMA.com and mobile applications, offered by FIRMA and its subsidiaries (“FIRMA”, “us” or “we”).

**PLEASE READ THESE TERMS CAREFULLY BEFORE USING ANY FIRMA PRODUCTS OR SERVICES, AS THESE TERMS AFFECT YOUR LEGAL RIGHTS.**

For information on how FIRMA collects, uses and shares any personal information, please see our [Privacy Policy](https://www.nytimes.com/privacy/privacy-policy). If you reside outside of the European Economic Area, your acceptance of these Terms of Service constitutes your consent to the processing activities described in our [Privacy Policy](https://www.nytimes.com/privacy/privacy-policy) under the laws of your jurisdiction.

**1. DEFINITIONS AND GENERAL**

1.1 If you choose to use certain FIRMA products or services displaying or otherwise governed by these Terms of Service, including FIRMA.com (the “**Site**”), FIRMA’s mobile sites and applications, any of the features of the Site, including but not limited to RSS feeds, APIs, and Software (as defined below) and other downloads (collectively, the “**Services**”), you will be agreeing to abide by all of the terms and conditions of these Terms of Service between you and FIRMA.

1.2 We may change, add or remove portions of these Terms of Service at any time by notifying you of the change in writing (including by email or by updating the date above after “Last Updated On”). Such changes will become effective immediately upon posting. It is your responsibility to review these Terms of Service prior to each use of the Site.

1.3 If any of the terms and conditions of these terms of service, or any future changes, are unacceptable to you, you may: (1) cancel your account (see [section 10.1](https://help.nytimes.com/hc/en-us/articles/115014893428-Terms-of-Service#10.1) regarding termination of service) and/or (2) discontinue your use of the Services. Your continued use of the Services now, or following the posting of updated terms of service, will indicate acceptance by you of such terms of service, changes, or modifications.

1.4 We may change, suspend or discontinue any aspect of the Services at any time, including the availability of any Services feature, database, or content. We may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability.

1.5 Being exposed to advertising is a condition of accessing the Services.

**2. CONTENT ON THE SERVICES**

2.1 The contents of the Services, including the Site, are intended for your personal, non-commercial use. All materials published or available on the Services (including, but not limited to text, photographs, images, illustrations, designs, audio clips, video clips, “look and feel,” metadata, data, or compilations, all also known as the “**Content**”) are protected by copyright, and owned or controlled by FIRMA or the party credited as the provider of the Content. FIRMA also owns copyright in the selection, coordination, compilation, and enhancement of such Content (“**Arrangement**”).

You shall abide by all additional copyright notices, information, or restrictions contained in any Content accessed through the Service. Non-commercial use does not include the use of Content without prior written consent from FIRMA in connection with: (1) the development of any software program, model, algorithm, or other generative AI tool, including, but not limited to, training or using the Content in connection with the development or operation of a machine learning or artificial intelligence (AI) system (including any use of the Content for training, fine tuning, or grounding the machine learning or AI system or as part of retrieval-augmented generation); or (2) providing archived or cached data sets containing Content to another person or entity.

2.2 The Services and Content are protected by copyrights, trademarks, patents, trade secrets, database rights, sui generis rights and other intellectual or proprietary rights in or to the Services and Content pursuant to Finnish, EU, US and international laws. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce (except as provided in [Section 2.3](https://help.nytimes.com/hc/en-us/articles/115014893428-Terms-of-Service#2.3) of these Terms of Service), create new works from, distribute, perform, display (including framing and inline linking), communicate to the public or in any way exploit, any of the Content (or its Arrangement) or the Services (including Software) in whole or in part.

2.3 You may download or copy the Content and other downloadable items displayed on the Services for your personal use only, provided that you maintain all copyright and other notices contained in the Content and other downloadable items. Copying or storing of any Content for other than personal use is expressly prohibited without prior written permission from FIRMA’s legal department identified in the copyright notice contained in the Content.

**3. USER GENERATED CONTENT**

3.1 If you upload, post or submit any content on the Services, you represent to us that you have all the necessary legal rights to upload, post or submit such content and it will not violate any law or the rights of any person. You shall not upload to, or distribute or otherwise publish to the Services any libelous, defamatory, obscene, pornographic, abusive, or otherwise illegal material. You shall not impersonate anyone else or otherwise misrepresent your identity, affiliation or status. You agree not to provide material and misleading information knowingly and with intent to defraud. You shall not upload to, or distribute or otherwise publish to the Services any malware, viruses, spyware, or other malicious software or files to the Services. You shall not use automated means to upload to, or distribute or otherwise publish to, the Services any content.

3.2 The Services may be used only in a noncommercial manner. You must not, without the express approval of FIRMA, distribute or otherwise publish any material containing any solicitation of funds, advertising or solicitation for goods or services. You may not use all or part of the Services to collect, store, or use any user information for any purpose not expressly permitted by these Terms of Service.

3.3 You acknowledge that any submissions you make to the Services (i.e., user-generated content including but not limited to: comments, forum messages, reviews, text, video, audio and photographs, as well as computer code and applications) (each, a “**Submission**”) may be used, edited, removed, modified, published, transmitted, and displayed by FIRMA and you waive any rights you may have in having the material altered or changed in a manner not agreeable to you. Submissions made to the Services may also be included in our RSS feeds and APIs and made available for republishing through other formats.

3.4 You grant FIRMA a perpetual, nonexclusive, world-wide, royalty-free, sub-licensable license to the Submissions, which includes without limitation the right for FIRMA, or any third party it designates, to use, copy, transmit, excerpt, publish, distribute, publicly display, publicly perform, communicate to the public, create derivative works of, host, index, cache, tag, encode, modify and adapt (including without limitation the right to adapt to streaming, downloading, broadcast, mobile, digital, thumbnail, scanning or other technologies) in any form or media now known or developed at any time, any Submission posted by you on or to the Services or any other website owned by FIRMA, including any Submission posted on or to the Services through a third party. Among other things, FIRMA licenses comments to third parties for academic, governmental, financial and corporate use. In these cases, steps are taken to remove personal information from such comments.

3.5 You are solely responsible for the content of your Submissions. However, while FIRMA does not and cannot review every Submission and is not responsible for the content of these messages, FIRMA reserves the right to delete, move, or edit Submissions that it, in its sole discretion, deems abusive, defamatory, obscene, in violation of copyright or trademark laws, in violation of these Terms of Service, or otherwise unacceptable.

3.6 By making a Submission, you are consenting to its display and publication on the Site and in the Services and for related online and offline promotional uses.

**4. PROHIBITED USE OF THE SERVICES**

4.1 You may not access or use, or attempt to access or use, the Services to take any action that could harm us or a third party. You may not use the Services in violation of applicable laws, including export controls and sanctions, or in violation of our or any third party’s intellectual property or other proprietary or legal rights. You further agree that you will not attempt (or encourage or support anyone else's attempt) to circumvent, reverse engineer, decrypt, or otherwise alter or interfere with the Services, or any content of the Services, or make any unauthorized use of the Services. Without FIRMA’s prior written consent, you shall not:

(1) access any part of the Services, Content, data or information you do not have permission or authorization to access or for which FIRMA has revoked your access;

(2) use robots, spiders, scripts, service, software or any manual or automatic device, tool, or process designed to data mine or scrape the Content, data or information from the Services, or otherwise use, access, or collect the Content, data or information from the Services using automated means;

(3) use the Content for the development of any software program, model, algorithm, or generative AI tool, including, but not limited to, training or using the Content in connection with the development or operation of a machine learning or artificial intelligence (AI) system (including any use of the Content for training, fine tuning, or grounding the machine learning or AI system or as part of retrieval-augmented generation).

(4) use services, software or any manual or automatic device, tool, or process designed to circumvent any restriction, condition, or technological measure that controls access to the Services in any way, including overriding any security feature, bypassing or circumventing any access controls or use limits of the Services, or failing to abide by exclusionary protocols.

(5) cache or archive the Content (except for a public search engine’s use of spiders for creating search indices solely for the inclusion of links and short, non-AI synthesized snippets of the Content in search results);

(6) take action that imposes an unreasonable or disproportionately large load on our network or infrastructure;

(7) do anything that could disable, damage or change the functioning or appearance of the Services, including the presentation of advertising; and

4.2 Engaging in a prohibited use of the Services may result in civil, criminal, and/or administrative penalties, fines, or sanctions against the user and those assisting the user.

**5. REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION; LIMITATION OF LIABILITIES**

5.1 You represent, warrant and covenant that: (1) no materials of any kind submitted through your account will: (a) violate, plagiarize, or infringe upon the rights of any third party, including copyright, trademark, privacy or other personal or proprietary rights, or (b) contain libelous or otherwise unlawful material; (2) you are at least eighteen years old . You hereby indemnify, defend and hold harmless FIRMA and all officers, directors, owners, agents, information providers, affiliates, licensors and licensees (collectively, the “**Indemnified Parties**”) from and against any and all liability and costs, including, without limitation, reasonable attorneys' fees, incurred by the Indemnified Parties in connection with any claim arising out of: (1) any breach by you or any user of your account of these Terms of Service or the foregoing representations, warranties and covenants; or (2) your gross negligence or willful misconduct. You must cooperate as fully as reasonably required in the defense of any such claim. FIRMA reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

5.2 FIRMA does not represent or endorse the accuracy or reliability of any advice, opinion, statement, or other information displayed, uploaded, or distributed through the Services by any user, information provider or any other person or entity. FIRMA will not be liable to you or any other person as a result of a user’s interactions with other users. You acknowledge that any reliance upon any such opinion, advice, statement, memorandum, or information will be at your sole risk. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, THE SERVICES AND ALL SOFTWARE ARE DISTRIBUTED ON AN “AS IS” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WHILE WE TRY OUR BEST TO ENSURE THAT THE SERVICES ARE ALWAYS AVAILABLE, UP-TO-DATE AND CORRECT, FIRMA DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. THERE MAY BE DELAYS, OMISSIONS, INTERRUPTIONS, AND INACCURACIES IN THE CONTENT OR OTHER MATERIAL MADE AVAILABLE THROUGH THE SERVICES. YOU SHOULD NOT RELY ON THE CONTENT AS A SUBSTITUTE FOR, NOR DOES IT REPLACE, PROFESSIONAL LEGAL, FINANCIAL, TAX OR MEDICAL ADVICE. IF YOU HAVE ANY CONCERNS OR QUESTIONS ABOUT YOUR HEALTH OR THE CONTENT ON THE SERVICES, YOU SHOULD ALWAYS CONSULT WITH A PHYSICIAN OR OTHER HEALTH-CARE PROFESSIONAL. PRIOR TO THE EXECUTION OF A PURCHASE OR SALE OF ANY SECURITY OR INVESTMENT, YOU ARE ADVISED TO CONSULT WITH YOUR BROKER OR OTHER FINANCIAL ADVISOR TO VERIFY PRICING AND OTHER INFORMATION. WE WILL HAVE NO LIABILITY FOR INVESTMENT DECISIONS BASED UPON, OR THE RESULTS OBTAINED FROM, THE CONTENT PROVIDED IN THE SITE, THE CONTENT, OR THE SERVICES. NOTHING CONTAINED IN THE SITE WILL BE CONSTRUED AS INVESTMENT ADVICE. WE ARE NOT A REGISTERED BROKER-DEALER OR INVESTMENT ADVISOR AND DO NOT GIVE INVESTMENT ADVICE OR RECOMMEND ONE PRODUCT OVER ANOTHER. YOU HEREBY ACKNOWLEDGE THAT THE USE OF THE SERVICES IS AT YOUR SOLE RISK.

5.3 IN NO EVENT WILL FIRMA, ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, ADVERTISERS, SUPPLIERS, CONTENT PROVIDERS AND LICENSORS (“**FIRMA PARTIES**”) BE LIABLE (JOINTLY OR SEVERALLY) TO YOU OR ANY OTHER PERSON AS A RESULT OF YOUR ACCESS OR USE OF THE SERVICES, SUBMISSIONS OR CONTENT FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS, LOST REVENUES, LOST GOODWILL, OR COMPUTER FAILURE OR MALFUNCTION (COLLECTIVELY, THE “**EXCLUDED DAMAGES**”). THESE LIMITATIONS APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF ANY OF THE FIRMA PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY OF THE EXCLUDED DAMAGES, AND IRRESPECTIVE OF ANY FAILURE OF AN ESSENTIAL PURPOSE OF A LIMITED REMEDY. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN THE FIRMA PARTIES' LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW.

**6. REGISTRATION AND SECURITY**

6.1 As part of the registration or account creation process, you will create login credentials by selecting a password and providing an e-mail address or by linking another account, such as your Apple, Facebook or Google accounts. You also can be requested to provide certain registration information, which must be accurate and updated.

Each registration is for a single user only. You are not allowed to share your registration login credentials or give your login credentials to anyone else. We may cancel or suspend your access to the Services if you share your login credentials. You are responsible for maintaining the confidentiality of your password, which you will not have to reveal to any representative or agent of FIRMA. You may not: (1) select or use the login credentials of another person with the intent to impersonate that person; (2) use login credentials in which another person has rights without such person's authorization; or (3) use login credentials that we, in our sole discretion, deem offensive. Failure to comply with these requirements will constitute a breach of these Terms of Service, which may result in immediate suspense or termination of your account. You must provide us with accurate, complete, and updated registration information about yourself.

You consent to receive notifications from us electronically to the e-mail address you provide to us. You agree that all notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You agree that you have the ability to store such electronic communications such that they remain accessible to you in an unchanged form.

6.2 Please [notify us](https://help.nytimes.com/hc/en-us/articles/115015385887#care) of any known or suspected unauthorized use(s) of your account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password or credit card information.

6.3 You must be 18 years or older to use any part of the Services.

6.4 You are responsible for all usage or activity on your account with FIRMA, including use of the account by any third party authorized by you to use your login credentials. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your account, at our sole discretion, and we may refer you to appropriate law-enforcement agencies.

6.5 If your access to any Service has been provided by or through a third party (for example, your employer or an educational institution at which you are a student) (each, a “**Client**”), the Client may have provided us with information about you to enable us to provide you with access to the Services and distinguish you from other subscribers (such as your IP address, email address or name).

6.6. We cannot and do not guarantee that any of the Services will be free from viruses or other code that may have contaminating or destructive elements. It is your responsibility to implement appropriate IT security safeguards (including anti-virus and other security checks) to satisfy your particular requirements as to the safety and reliability of the Services.

6.7. If there is a dispute between participants on this site, or between users and any third party, you agree that FIRMA is under no obligation to become involved. In the event that you have a dispute with one or more other users, you release FIRMA, its subsidiaries, its officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services.

**7. FEES AND PAYMENTS**

7.1. We reserve the right at any time to charge fees for access to portions of the Services or the Services as a whole. In no event, however, will you be charged for access to the Services unless we obtain your prior agreement to pay such charges. Thus, if at any time we require a fee for portions of the Services that are now free, we will give you advance notice of such fees. You may cancel your account at any time (see [Section 10.1](https://help.nytimes.com/hc/en-us/articles/115014893428-Terms-of-Service#10.1) regarding termination of service). All new fees, if any, will be posted prominently on the Site and in other appropriate locations on the Service. You must pay all fees and charges incurred through your account at the rates in effect for the billing period in which such fees and charges are incurred, including, but not limited to charges for any digital products or services offered for sale through the Services by us or by any other vendor or service provider. All fees and charges will be billed to and paid for by you. You shall pay all applicable taxes relating to use of the Services through your account.

**8. THIRD-PARTY CONTENT AND LINKS TO THIRD-PARTY WEBSITES.**

8.1 The Services contain links to third-party websites, services, resources, and advertisers (collectively, “**Linked Content**”). FIRMA does not control, endorse, sponsor, recommend or otherwise accept responsibility for any of this Linked Content. Because we are not responsible for the availability of these outside resources, or their contents or privacy practices, you should direct any concerns regarding any Linked Content to such site. When you access Linked Content, you accept that there are risks in doing so, and that FIRMA is not responsible for such risks. We encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each third-party website or service that you visit or utilize. Because we are not responsible for the availability of these outside resources, or their contents or privacy practices, you should direct any concerns regarding any Linked Content to such site.

In addition, FIRMA will not and cannot monitor, verify, censor, or edit the content of any third-party site or service. By using the Services, you release and hold us harmless from any and all liability arising from your use of any third-party website or service.

Your interactions with organizations and/or individuals found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that FIRMA shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

**9. SOFTWARE LICENSES**

We grant you a limited, revocable, and non-transferable license to use the mobile applications (“Apps”) on devices you own or have a legal right to use in accordance with these Terms of Service, the Terms of Sale (where applicable), and any additional terms specific to the particular application. You have no rights to the proprietary software and related documentation, or any enhancements or modifications thereto, provided to you in order to access the Services (“**Software**”). You may not sublicense, assign or transfer any licenses granted by FIRMA, and any attempt at such sublicense, assignment or transfer will be null and void. You may make one copy of such Software for archival purposes only. You may not otherwise copy, distribute, modify, reverse engineer, or create derivative works from Software.

**10. TERMINATION; SURVIVAL**

10.1 You may terminate any time your FIRMA account by calling customer service during opening hours or chatting with customer service during opening hours. Cancellation of paid digital products will be governed by our current cancellation and refund policy.

10.2 FIRMA may, in its sole discretion, terminate or suspend your access to all or part of the Services for any reason, including, without limitation, breach or assignment of these Terms of Service.

10.3 The provisions of these Terms of Service will survive the termination of your account or access to all or part of the Services.

**11. GOVERNING LAW; JURISDICTION**

11.1 These Terms of Service have been made and will be construed and enforced in accordance with the laws of the United States of America and the State of New York as an agreement wholly performed in the State of New York without regard to their conflict of law provisions and the United Nations Conventions on Contracts (if applicable).

11.2 Any claim or cause of action arising out of or related to use of the Services or these Terms of Services must be filed within one year after such claim or cause of action arose or be forever barred.

**12. MISCELLANEOUS**

12.1 These Terms of Service have been made in and will be construed and enforced in accordance with New York law. Any action to enforce these Terms of Service must be brought in the federal or state courts located in New York City.

12.2 Nothing in these Terms of Service will serve to preempt the promises made in our [Privacy Policy](https://www.nytimes.com/privacy/privacy-policy).

12.3 Correspondence should be sent to our [Customer service](https://help.nytimes.com/hc/en-us/articles/115015385887#care) team.

12.4 Our failure to enforce any provision of these Terms of Service or to respond to a breach by you or other parties will not in any way constitute a waiver of our right to enforce subsequently any terms or conditions of these Terms of Service or to act with respect to similar breaches.

12.5 If a provision of these Terms of Service is held invalid or unenforceable for any reason, that provision will be deemed severable and must be construed in a manner consistent with applicable law to reflect, as nearly as possible, the intention of the parties. The validity and enforceability of any remaining provisions will not be affected and those provisions will remain in full force and effect.

12.6 You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of FIRMA, and you do not have any authority of any kind to bind FIRMA in any respect whatsoever. Except as expressly set forth in the section above regarding the Application, you and FIRMA agree there are no third-party beneficiaries intended under these Terms.