



Company:

Business ID:

Address:

Postcode:

Town or city:

Contact person:

E-mail:

Telephone:

Person/company in charge of technical matters, plus contact details:

Invoicing details

Company:

Business ID:

Invoicing address:

Postcode:

Town or city:

Invoice reference:

EDI code:

E-invoice operator:

Service details

Service start date:

Test service opened:

Products/services to which this service relates (e.g. name of medicine)

Address of service (e.g. www.medicinename.fi):

Signatures:

Place and date Name as signature and in block letters



LÄÄKÄRIKOMPASSI

Agreement concerning Fimnet
authentication service

Contact details of Lääkärikompassi Oy:

laakarikompassi@laakariliitto.fi

tel. +358 9 393091

Charges (to which the applicable rate of VAT will be added):

Opening of authentication service EUR 400/website

Monthly charge EUR 320/month/website

Invoicing quarterly

Termination of the service must be requested in writing. The period of notice required is 3 months.



TERMS OF AGREEMENT FOR SERVICE as of 1 January 2015

1. General

These terms of agreement concern Lääkärikompassi Oy, hereinafter Lääkärikompassi, and the customer of the service, hereinafter Customer, and cover their agreement concerning the use of the Fimnet authentication service within the Customer's own service. Customer means a legal person or entity that has made an agreement with Lääkärikompassi.

2. Agreement

By signing the agreement the Customer undertakes to comply with these terms of agreement and any special terms that may be attached to the agreement, and to pay Lääkärikompassi all the service set-up, maintenance, operation and other charges confirmed by it.

Using the Fimnet authentication service, Lääkärikompassi gives the Customer the opportunity to identify users logging in to the Customer's service online.

The Customer carries out Fimnet authentication in its own online service in accordance with the instructions from Lääkärikompassi. The identification and log-in functions are performed in Lääkärikompassi's server. Lääkärikompassi manages the operation and maintenance of the authentication server. The Customer puts its service into operation and maintains it. Lääkärikompassi provides the Customer with a single username to enable use and maintenance of the service. The Customer undertakes to pay all costs that arise in connection with use of the Customer's username for purposes other than providing and maintaining the service. If payable services are separately used by means of the username, the Customer undertakes to pay all the charges for these services. The services are used on the Internet. The contracting parties are responsible for ensuring that their personnel involved in managing the services are familiar with these terms of agreement. The Customer has a duty to inform Lääkärikompassi immediately of any change in its contact details.

3. OPERATION OF SERVICE NETWORK

3.1 Usability and reliability

Lääkärikompassi's authentication service is available 24 hours a day over the Internet. Essential maintenance of the servers will normally be carried out in the evenings and at weekends.

3.2 Maintenance and modifications

Lääkärikompassi is responsible for the provision and maintenance of the Fimnet authentication service. Lääkärikompassi is entitled to modify and add to the features and functions of the service as necessary. Lääkärikompassi is not liable to meet any costs that may be incurred by, or revenue lost by, the Customer as a result of these changes. Wherever possible, Lääkärikompassi will give advance notification by e-mail, or on the authentication information page, of any changes in the service affecting its use.

3.3 Fault reports

Notification of any malfunction or error should be reported to Lääkärikompassi's customer service (asiakaspalvelu@fimnet.fi, +358 9 23158060), which is open 8.00 am – 4.00 pm.

4. SERVICE CONTENT AND QUALITY

4.1 Service content

The Customer is responsible for the information content and maintenance of the service, and for the actual service provided to users. The information content of the service must be up to date, reliable and correct. The service content must not be in breach of the law and must not incite unlawful actions directly or indirectly.

Lääkärikompassi will provide users logging in to the Customer's service a log-in and identification service. Using the service, the Customer can provide a closed network service in which users logging in can be individually identified. The data for this will principally be the data provided to Lääkärikompassi by the organisations involved in the Fimnet service.

Lääkärikompassi shall not be liable for the accuracy of this data.

After successful authentication, the following user details will be presented for the Customer to read:

- Username
- User ID code
- Name



- Occupational category
- User authorisations

If the Customer intends to make use of the data identifying the user, it must first present this data when the user initially logs in to the service and/or store this data in its own register for the user to approve. In connection with this, the Customer may also ask for additional information on the user to be stored for its own use, but the data provided by Fimnet must be presented individually to the user who is logging in.

The Customer must not insert the log-in form in the page structure of its own service using iframe, for example, or some other embedding tool. The log-in window must be downloaded in full from the Fimnet server (auth.fimnet.fi). The Customer is entitled to have its own logo or a logo for its service in connection with the log-in window. The Customer may not otherwise influence the appearance of the log-in window. A separate agreement must be made for different applications, services or sites.

4.2 Technical aspects of service

Lääkärikompassi is responsible for the technical operation of the authentication service. The operation of the service is described in separate documentation that can be browsed at <https://www.fimnet.fi/clientextranet/technical-documentation/>.

5. MARKETING OF THE CUSTOMER'S SERVICE

The Customer's service will be listed in the Fimnet partner directory. The Customer is requested to give the name and address of its service for the purposes of the directory. Any changes in the address or name of the service must be notified to Lääkärikompassi.

6. SERVICE CHARGES

The Customer is obliged to pay Lääkärikompassi the charges that accord with the valid price list. The terms of payment are fourteen (14) days net from and inclusive of the invoice date. In the event of a delay in payment, Lääkärikompassi is entitled to levy penalty interest from the invoice due date onwards and collection costs. Lääkärikompassi is entitled to impose an annual index-linked increase.

7. TERMINATION OF SERVICE

Lääkärikompassi is entitled to block or close the Customer's service if

- a) the Customer breaches or neglects the agreement or these terms of agreement
- b) the authorities have found that the service is being used to disrupt the telecommunications network or the network's other users.
- c) bankruptcy proceedings have been instituted against the Customer or the Customer has applied for a public summons to creditors or the authorities have found the Customer to be incapable of meeting the obligations incumbent upon it under these terms of agreement
- d) the Customer repeatedly, and contrary to the directions of the consumer authorities, breaches the provisions of the consumer legislation in marketing its service
- e) the Customer is subject to a pending criminal investigation or pending criminal charges concerning the service
- f) a prohibition on engaging in business has been imposed on the Customer or an official permit or other authorisation needed for the service is cancelled or cannot be produced
- g) it is shown that the Customer's service includes generally available software that can be used to disrupt either the telecommunications network or other users of the telecommunications network
- h) the Customer cannot be contacted in order to investigate one of the above matters, despite repeated attempts to make contact.

8. LIABILITIES

8.1 Customer's liabilities

The Customer is solely liable for the use of the username and password given to it. Lääkärikompassi shall not be liable for any damages incurred by the Customer as a result of the disclosure of these if the disclosure has happened for a reason other than the negligence of Lääkärikompassi. The Customer is liable for the provision and maintenance of the log-in service. The Customer is liable for the service content and for all copyrights, broadcasting rights and other similar rights associated with the service. The Customer undertakes to comply with the instructions given by Lääkärikompassi concerning the technical implementation of the service. Lääkärikompassi is entitled to recover from the Customer any compensation that it may end up paying to a third party as a result of the Customer's service.



8.2 Lääkärikompassi's liabilities

Lääkärikompassi is liable for the operation and maintenance of the authentication server. Lääkärikompassi shall not be liable for any faults that may appear in its server or server software, but will in such circumstances seek to ensure wherever possible that the fault is rectified with the minimum of delay. Lääkärikompassi shall not be liable for any damage, loss or inconvenience that is a direct or indirect consequence of equipment failure, line interference or the modification or disappearance of data, or of damage, inconvenience or loss as a direct or indirect consequence of the Fimnet service network being completely or partially unavailable.

Lääkärikompassi undertakes to reduce the detrimental effect of the event, wherever possible.

If traffic to the service is prevented for more than five (5) days through the direct negligence of Lääkärikompassi, Lääkärikompassi will, in the monthly charge, refund the period during which the service was inoperative. Lääkärikompassi shall under no circumstances be liable for any consequential loss or damage, such as loss of earnings.

9. FORCE MAJEURE

Both contracting parties shall be released from liability for damage in the case of a force majeure event or circumstance that occurs after the signing of this agreement and unreasonably prevents or hampers the fulfilment of the agreement. Such general grounds for release include an industrial dispute or some other circumstance that the contracting parties cannot reasonably influence, such as a fire, foreign exchange restrictions or official regulations, insufficiency of transport equipment or general scarcity of particular goods, motive power restrictions, power failure and delays and delivery errors resulting from the aforementioned circumstances.

A force majeure event or circumstance must be notified in writing to the other contracting party within fourteen (14) days of its occurrence. If the agreement is terminated as a result of force majeure, neither contracting party shall be entitled to compensation for damage.

10. NON-DISCLOSURE

Persons employed by the contracting parties are required to observe a non-disclosure undertaking regarding everything they are informed of in the course of their work that is not to be disclosed, even partially, or used for another purpose than that which is necessary for carrying out the work. Furthermore, each contracting party undertakes to protect any authentication data received in their activities and any information that is sensitive for the Customer or user, and not to disclose these to a third party, and to compensate for all damage caused by misuse of data leaked from the contracting party in question. The non-disclosure obligation will also continue after the agreement has ended.

11. VALIDITY PERIOD OF AGREEMENT

The agreement is valid until further notice or for the specified period agreed in the agreement. If the agreement is valid until further notice, the contracting parties are entitled to terminate it in writing and must comply with a three (3) month notice period for the termination. Both contracting parties are entitled to unilaterally cancel this agreement with immediate effect in the event that the other contracting party commits a gross breach of this agreement.

12. ENTRY INTO FORCE AND AMENDMENT OF TERMS OF AGREEMENT

These terms of agreement enter into force on 1 January 2015. Lääkärikompassi is entitled to amend these terms of agreement. Any amendments to the agreement shall be notified to the Customer in writing. The Customer is entitled, within two (2) weeks of being informed of the amendments, to terminate the agreement without observing the notice period. Any supplementary terms drawn up by the Customer concerning the service must not include terms under which these terms of agreement would lose their significance. Neither contracting party is entitled to transfer the agreement or any rights or obligations under the agreement to a third party without the written consent of the other party.