

## Terms of Use for Cloud Service

These Terms of Use shall be applied to the Cloud based service (later referred to as the Service) for students and/or personnel provided by the University of Oulu (later University) and where applicable, other cloud services used by persons in their work.

By approving these and the Terms of Use by Service, the students/personnel will have access to the Service.

The person using the Service (later User) must accept these terms as binding in order to use the services in question.

### 1. Using and registering for the Service

When using the Cloud services you must always be taken into account, what type of data the service has to be transferred.

The User can join the Service by accepting these Terms of Use.

### 2. Content of the Service

The content of the Service is described in detail on the website.

### 3. Responsibilities

The User is aware that the University has outsourced the Service. Due to outsourcing the Service, the University itself cannot influence the storage of data. Therefore the University cannot be held accountable for the preservation of data delivered by the User to the Service in a possible loss of data situation. Due to this information, the User must prepare backup copies of the data in order to ensure that the data delivered or stored in the Service by the User shall not disappear in possible error situations.

The University is only responsible for the data and its contents, copyrights and other immaterial rights that the University itself has produced for the Service.

The University cannot be held accountable for any part of the contents or service provided by another service provider, related copyrights or other immaterial rights.

The University cannot be held accountable for possible damages to the User resulting from the use of any incorrect or deficient data or data subject to interpretation. The University shall do its best to ensure that the Service will be at the User's disposal at all times without interference.

The University is not responsible for uninterrupted, timely and flawless operations of the Service. The University cannot be held accountable for changes to or loss of data in the Service or interruptions resulting from technical flaws, maintenance or installation procedures or for other problems, disturbances or interruptions due to third parties.

The University has the right to interrupt the Service without hearing from the User due to a modification, reform or technical reasons related to the Service, or due to repair, installation or maintenance work in the telecommunication network, or other equivalent reason, or if required by legislation or other official regulations. The User does not have a right to compensation or other reimbursement in the event of a possible service interruption.

The User shall be notified of the interruptions in advance, whenever possible.

By joining the Service, the User approves the publication of his or her user information (e.g. username, name and e-mail address) in the Service's internal addressbook/directory.

The User commits to not using the Service for sending, transmitting or storing data that is against common decency or is illegal, and agrees to not encourage anyone else to engage in such activity. The User also commits to not sending, transmitting or storing material in the Service that is protected by copyrights, trade mark rights or other immaterial rights, unless he or she has explicit permission from the proprietor.

The University and Service Provider have the right to prevent the publication of the abovementioned unauthorized material in the Service, or to remove such material from the Service. The User is responsible for the compensation or other demands presented by the proprietors of the data or other third parties.

The University and Service Provider have the right to prevent the use of the Service in the event that there is reason to suspect that the Service is being used for disseminating the abovementioned unauthorized material, or material that is otherwise against common decency or illegally.

Detailed regulations concerning general information security at the University are available at

<https://patio.oulu.fi/en/services-and-instructions/it-services/information-security-and-rules>

#### **4. Username and password**

The User is responsible for preserving his or her username and password and for not revealing them to others.

The User is obligated to notify the University in case of a lost username or password, or in the event that they should end up in the possession of a third party. This enables the User to have the right to a new username and password to replace those that have been lost.

The University has the right to change the User's username or password or other possible identification measures in the event that technical or other acceptable reasons require such measures. The University is not liable for any compensation to the User due to these changes.

The User license granted for the University computer system, dial-up sequence or other remote use service shall be interrupted, i.e. temporarily taken out of use, if the student registers as absent or interrupts their studies, until studies are continued.

When the User graduates and his/her study rights end, the right to use the Service will also end and username shall be automatically terminated. At the end of the term following the graduation, the University shall remove User's username, e-mail and other files will go out of use.

## 5. Personal data

The User is aware that the University itself does not save or publish the User's personal data in the Service, except which are necessary for the operation of the service.

When the User stores personal data in the Service, intended by the Personal Data Act (22 April 1999/523) <sup>1</sup>, these data form the personal data file defined in the abovementioned Act. Due to the formation of the personal data file, the User grants the University and Service Provider unequivocal permission to process the information in the User's personal data file in accordance with the Personal Data Act 2. For Users residing in the European Union area, the Service is primarily produced via data centres in the European Union area. The User is aware that in certain situations, due to the operations of the Service, it may be necessary to transfer and store the User's personal data and other material outside the European Union. The User grants the University and Service Provider unequivocal permission, in accordance with the Personal Data Act, to save and transfer data and material stored in the Service by the User as well as the User's personal data outside the European Union.

## 6. Force majeure situation

A force majeure situation will relieve the University of its obligations regarding the Service, in the event that it prevents the performance related to the Service or poses excessive harm to it. A force majeure situation refers to a fire, earthquake, flood, explosion, strike or other stoppage, order by the authorities, disturbances in energy supply, lack of raw material or supplies, telecommunication disturbances caused by external parties or other such reasons that were unknown and that the University could not have prepared for in advance within reason.

The University is not responsible for possible damages that may be incurred due to force majeure situations to the User or to a third party. The University shall notify Users of a force majeure situation on the information pages of the Service immediately after its occurrence, provided that notification is possible.

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<sup>1</sup> personal data means any information about a private individual and any information concerning his/her personal characteristics or personal circumstances, where these are identifiable as concerning him/her or the members of his/her family or household

## 7. Changing the Terms of Use

The University has the right to change these Terms of Use and possible Service-specific terms after notifying Users of the changes on the Service website in good time before the changes take place.

## 8. Transferring rights and obligations

The User has no right to transfer the User rights of the Service or an agreement regarding the Service to a third party without the written consent of the University.

The University has the right, without explicit permission by the User, to transfer the Service or its maintenance and related responsibilities and obligations, as well as the possible Service agreement, to another company that is a part of the same corporation.

## 9. Resolving disputes

The aim is to resolve possible disputes related to these Terms of Use or to the Service, Service-specific terms and possible agreements made regarding the Service referred to in these Terms through negotiations between involved parties. In the event that the negotiations are not successful, the disputes shall be solved primarily in the Oulu District Court. However, consumer clients have the right to sue their own domicile in the General Court of First Instance.<sup>2</sup>

Consumer clients are also entitled to request a proposition for resolution to the dispute from the Consumer Complaint Board.

## 10. Applicable legislation

The Finnish Law shall be applied to these Terms of Use and the Service, Service-specific terms and the possible agreement made regarding the Service.

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<sup>2</sup> processing of personal data means the collection, recording, organisation, use, transfer, disclosure, storage, manipulation, combination, protection, deletion and erasure of personal data, as well as other measures directed at personal data