

## ***MyStay Product Database and My Stay Application Programming Interface (API)***

***MyStay Product Database*** is a part of Business Finland Oy / Visit Finland's website [www.visitfinland.com](http://www.visitfinland.com). The purpose of the database is to enable the Finnish travel trade to have a free additional marketing channel for their international products. The [www.visitfinland.com/mystay](http://www.visitfinland.com/mystay) site is typically aimed at Finnish tourism companies who post their product information to MyStay Product Database in order to have a wider international visibility for their products, to attract more customers to their website and increase the sales of their products. ***My Stay Application Programming Interface (API)*** allows third parties to utilise the material placed in My Stay Product Database in order to promote Finnish travel products in their own marketing channels for their target groups.

## **Terms of Use for companies accessing MyStay Product Database via MyStay API**

These Terms of Service ("Terms") govern your access to and use of MyStay Product Database and My Stay API, including websites, e-mail notifications, applications, buttons, widgets, (collectively, "Services"), and any information, text, graphics, photos or other materials uploaded, downloaded or appearing on the Services (collectively referred to as "Content"). Your access to and use of the Services are conditional on your acceptance of and compliance with these Terms. By accessing or using the Services you agree to be bound by these Terms.

The Services are owned and operated by Business Finland Oy/Visit Finland ("Visit Finland").

### **Basic Terms**

You are responsible for your use of the Services and for any consequences thereof.

If you are using the Services and accepting these Terms on behalf of a company, organisation, government, or other legal entity, you represent and warrant that you are authorised to do so.

The form and nature of the Services may change from time to time without prior notice to you. In addition, Visit Finland may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to other users and may not be able to provide you with prior notice. Visit Finland also retain the right to create limits on use and storage at its sole discretion at any time without prior notice to you.

Visit Finland also retain the right to charge for the Services in the future, and shall notify of such changes in advance on Visit Finland's website.

### **Intellectual Property**

All right, title and interest in and to the Services (excluding Content provided by users) are and will remain the exclusive property of Visit Finland and its licensors. The software that operates the Services is proprietary software and you may not use it except as expressly allowed under these Terms. You may not copy, reverse engineer, modify or otherwise revise the software.

You may not use or reproduce or allow anyone to use or reproduce any trademarks of Visit Finland or their licensors for any reason without written permission from Visit Finland.

### **Registration and Passwords**

Some of the Contents can be freely accessed by anyone via the website [www.visitfinland.com/mystay](http://www.visitfinland.com/mystay). Some areas and features of MyStay Product Database, MyStay API and/or the Content are only open to registered users.

You are solely responsible for the use of and access to the Services and/or Content with your username and/or password. You agree to immediately notify Visit Finland if you become aware of the loss, theft or unauthorised use of any username, password or e-mail address or any Content. You will provide Visit Finland with accurate, complete registration information and inform Visit Finland of any changes to such information.

You are responsible for safeguarding the password that you use to access the Services and for any activities or actions under your password. We encourage you to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. Visit Finland cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

### **Content on the Services**

All Content is the sole responsibility of the company and its representative who originated such Content. Visit Finland cannot take responsibility for any such Content.

Visit Finland do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. Under no circumstances will Visit Finland be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, e-mailed, transmitted or otherwise made available via the Services.

Visit Finland have, in their sole discretion, the right not to publish any Content submitted. Visit Finland also have the right to delete any published Content.

### **Rights and Use of the Content**

You obtain no rights to the Content submitted by others except the limited right to use the Content as stated herein. You are responsible for your use of the Services and that you use the Services and the Content in accordance with these Terms.

You are provided with the *Access token* in order to transfer the Content to your own systems and publish the Content in your own marketing channels in order to promote Finnish travel products for your target groups. Visit Finland will define the technical method of such transfers.

You are not allowed to transfer the Content to any third parties or use it for other purposes.

Other limitations imposed on the use of certain Content are possible and you are responsible to fully adhere to any such limitations or restrictions when using the Content.

If you fail to obey the restrictions imposed on the use of the Content, you are responsible for any consequences thereof.

The Services and Content may contain links to third-party websites or resources. You agree that Visit Finland are not responsible or liable for the availability or accuracy of such websites or resources or the content, products or service on or available from such websites or resources. You bear the sole responsibility for and assume all risk arising from your use of any such websites or resources.

Any business whatsoever made between the entities submitting the Content and those using the Content are made between the said parties.

## **Liability and Indemnity**

All Content and Services are provided by Visit Finland 'as is'.

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Upon Visit Finland's request, you agree to defend, indemnify and hold harmless Visit Finland, its affiliates, agents, suppliers and licensors from any claims and expenses, including reasonable legal fees, related to any breach of these Terms by you or your use of any Services.

## **Collection and use of personal data**

Visit Finland observes the data protection regulations when processing personal data. You represent and warrant that you have all the rights, power and authority to submit any personal data that is included into Content.

Your name, e-mail address and your company domain and address are collected and processed when you register, subscribe or make use of our services. You can sign in by using your e-mail address to register as a user.

The information is collected to send you renewal notifications and/or service notifications or to conduct customer satisfaction surveys.

The description on filing personal data and the rights of the registered persons (=data subjects) can be found in the **Privacy Notice** in the end of these Terms.

## **Force Majeure**

Visit 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, or governmental restrictions.

## **Changes to these Terms**

Visit Finland may, in their discretion, change these Terms. Whenever the Terms are changed, Visit Finland will publish the revised terms on their website. If you use the Services and/or the Content after Visit Finland have published the changed terms, you are agreeing to be bound by those changes. If you do not agree to be bound by those changes, you should not use the Services and/or the Content any further after they are published.

Visit Finland may, in their discretion, terminate or suspend your access to the Services and/or the Content at any time with or without cause by delivering notice to you.

These rights of termination are in addition to all other rights and remedies available to Visit Finland under these Terms or by law.

### **Governing Law and Jurisdiction**

All claims and disputes between Business Finland Oy / Visit Finland and you that arise out of or relate in any way to these Terms of Use and/or your use of this site will be governed by the laws of Finland, without regard to the principles governing conflicts of any jurisdiction. Any claims and/or disputes are to be submitted to the jurisdiction of the district court of Helsinki, Finland. If you are, however, representing a company outside the EU/EEA, Visit Finland has the right to submit any claims related to you to the jurisdiction of the local courts of your domicile/the company's domicile you represent.

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# Privacy Statement

Drafted on 25 May 2018

## 1. Data controller

Business Finland Oy (Business ID: 2725690-3)  
Visiting address: Porkkalankatu 1, 00180 Helsinki, Finland  
Switchboard: +358 (0)29 50 55000

## 2. Point of contact

Please e-mail: [tietosuoja@businessfinland.fi](mailto:tietosuoja@businessfinland.fi)

## 3. Name of register

My Stay Application Programming Interface (API)

## 4. Purpose of personal data processing and basis for processing

Category of data subjects	Data utilised for	Basis for processing
Company / contact person information in the database	<ul style="list-style-type: none"><li>- allow the registered person to use certain features of the service as well as receive newsletters</li><li>- send the registered person renewal notifications and/or service notifications</li><li>- conduct customer satisfaction surveys</li></ul> <p>The technical maintenance of the register is outsourced.</p>	Public interest, contract

## 5. Data content of register

The following type of information regarding the data subject may be stored:

- username
- e-mail address
- telephone number

## 6. Personal data retention period

Any content that is not valid or relevant anymore can be updated or deleted by the user either directly or via database administration.

We may erase the personal data from the register latest if the profile has not been updated for a period of five years.

The erasing shall take place by means of deleting the information in its entirety, by rendering the data passive so that the data are no longer processed and access to the data is restricted, by means of encrypting or overwriting.

## **7. Regular sources of information**

Information is submitted by the registered person himself/herself.

## **8. Regular disclosures of information and transfer of data outside of the EU or EEA**

Personal data is not given to third parties nor transferred outside the EU.

## **9. Principles for protecting the register**

Access to management of personal data is provided only to nominated persons and secured by username and password.

## **10. Automated decision-making**

The information in the register shall not be utilised for decision-making entailing legal effects for the person and that is based on automated data processing, such as profiling.

## **11. Data subject's right to object to direct marketing**

The data subject may issue the data controller consents or prohibitions pertaining to direct marketing on a channel-specific basis, including profiling taking place for direct marketing purposes.

## **12. Other data subject's rights pertaining to the processing of personal data**

### **Data subject's right to obtain access to the information (Right of Access)**

The data subject shall have the right to inspect which data concerning them has been stored in the register. The inspection request must be submitted in accordance with the instructions set forth in this privacy notice. The right of access may be denied upon grounds stipulated in the law. As a point of departure, exercising one's right of access in an ordinary manner is free of charge.

### **Data subject's right to require the rectification or erasure of data or restriction of processing**

To the extent the data subject is able to act for themselves, the data subject shall, without any undue delay, after becoming aware of the error, or, having detected the error themselves, rectify, erase or supplement any piece of information found in the register being contrary to the purpose of the register, erroneous, unnecessary, deficient or outdated.

To the extent, the data subject is not able to rectify the information themselves, the correction request shall be submitted in accordance with section 13 of this privacy notice.

The data subject shall also have the right to require the data controller to restrict the processing of their personal data, for instance in circumstances where the data subject is awaiting the data controller's response to their request regarding the correction or erasure of their personal data.

### **Data subject's right to lodge a complaint with the supervisory authority**

The data subject shall have the right to lodge a complaint with the competent supervisory authority, if the data controller has not complied with the applicable data protection regulation in its operations.

### **13. Contacts**

In all questions concerning the processing of personal data and situations related to the exercise of the data subject's rights the data subject should contact the data controller. The data subject may exercise their rights by contacting [tietosuoja@businessfinland.fi](mailto:tietosuoja@businessfinland.fi).