

Terms of Use of Otava's Nova for teachers

1 General

- 1.1 Welcome to the Nova service (hereinafter referred to as 'the Service') of Otava Publishing Company (hereinafter referred to as 'Otava'). Nova is an online service produced and maintained by Otava for educational institutions for the use of digital teaching materials.
- 1.2 In order to be able to use the Service, the teacher, school secretary, principal or other representative of the education provider (hereinafter referred to as 'the User') must personally register for the Service with their own work email address and accept these Terms of Use. What is said about the User in these terms and conditions shall also apply, where applicable, to the educational institution or other education provider in question.
- 1.3 Otava may grant the administrator rights of the Service to the principal or school secretary of the educational institution, who may, after registration, grant administrator rights to another representative of the educational institution. If the educational institution does not have its own administrator in the Service, Otava acts as the educational institution's administrator.
- 1.4 Otava has the right to change these Terms of Use at any time without separate notice. Otava will notify of any changes when the User logs in to the Service. The User must accept the amended terms and conditions before continuing to use the Service. If the User does not accept the amended terms and conditions, they may not continue to use the Service. The Terms of Use in force at any given time can be found [here](#).

2 Registering and using the Service

- 2.1 When registering for and using the Service, the User must only provide accurate and current information. The User is responsible for the accuracy and timeliness of the information provided by them.
- 2.2 When registering, the User chooses their user ID and password, the confidentiality of which the User is responsible for. The User receives a user account that is personal and may not be transferred to third parties.
- 2.3 The User may not use the names or user IDs of others.
- 2.4 The User is obligated to notify Otava if their user account, user ID or password gets lost or becomes known or possessed by a third party. The notification is sent by email to asiakaspalvelu@otava.fi. When the User receives Otava's acknowledgement of the notification, the User's liability for unauthorised use of the Service ceases. The User's previous password will be reset or, if this is not possible, the user account will be deleted and the User can create a new user account.
- 2.5 The Service may only be used for the purposes required for teaching and studying and only in a manner that does not violate the law or these Terms of Use or the rights of others.
- 2.6 Text and data mining from content or products in the Service and training artificial intelligence with the content or the products within the Service is prohibited.
- 2.7 The User is responsible for the acquisition, functionality and costs of the hardware, software and network connections required to use the Service. The above-mentioned may not disturb or cause other inconvenience to the Service or other users.

3 Content of the service and Intellectual Property Rights

- 3.1 Otava is responsible for the legality of the content produced by Otava in the Service. Otava is not responsible for any content produced by the User or third parties that may be stored or linked to the Service.
- 3.2 Users who create content in the Service, or transfer content to the Service, are responsible for such content and for ensuring that the content does not violate the law, the intellectual property rights of third parties, and is not otherwise inappropriate or contrary to accepted principles of morality.
- 3.3 The User must note that the content they create in the Service, or transfer to the Service, may also be visible to other users.
- 3.4 Otava has the right to remove or moderate content in the Service at any time without notice if it considers that the content interferes with the operation of the Service, or the rights of other users, or violates these Terms of Use or valid legislation.
- 3.5 Otava has the right to make changes to the Service. Otava aims to notify of these changes on the Service's website.
- 3.6 Unless otherwise specifically stated in these Terms of Use, the copyrights and other intellectual property rights related to the Service and its structure, layout and content belong to Otava or third parties. The User may not use, copy, distribute or publish material protected by intellectual property rights related to the Service or the content of the Service without the express written permission of Otava or another right holder. However, the User is granted the right to use the Service and its content for teaching purposes in accordance with these Terms of Use.
- 3.7 The User retains all rights to the content created by the User or uploaded to the Service, but at the same time grants Otava an unrestricted, non-exclusive, royalty-free and transferable right to use, copy, perform, display and transmit such content in connection with the Service. This right remains in force even if the technical form of the Service or the method of transmission of the work changes. Otava has no obligation to store content created or transferred by the User after the User's right to use the Service has ended.
- 3.8 The User represents and warrants that they have all necessary rights and permissions to the content they submit to the Service and that the content does not infringe the copyrights, trademark rights, patents or other intellectual property rights of third parties. If such content infringes the intellectual property or other rights of a third party, the User undertakes to compensate Otava and third parties for all damages and costs incurred. Otava has the right to remove content that violates the law or the rights of third parties.
- 3.9 Otava has the right to collect and use the data generated by the use of the Service freely for its own development and other purposes in accordance with the privacy statement. Otava anonymises the data to the extent necessary. Otava has the right to utilise such data also after the termination of the agreement concerning the Service.

4 Data protection and data security

- 4.1 Otava processes personal data carefully and complies with applicable data protection laws and regulations. Further information on the processing of personal data can be found in the Privacy Policy Statement, which is available [here](#). According to the privacy statement and its [Appendix](#), Otava may act as either a controller or processor of personal data on behalf of the education provider with regard to the Service. As the controller, the education provider is responsible for the personal data of students or other users it transfers to, and processes in, the Service and for the correctness and timeliness of such data, including the removal or correction of outdated or incorrect data.

- 4.2 Otava strives to arrange the data security of its Service in accordance with modern data security practices, but cannot guarantee complete data security.

5 Liabilities and limitations of liability

- 5.1 Each party shall be liable for any direct damage caused to the other party. The parties must submit all their claims for compensation within six months of the date on which the party became or should have become aware of the damage. Otava is not responsible for indirect damages sustained by the User.
- 5.2 Otava strives to ensure that the content produced by it in the Service is free of errors. However, Otava is not responsible for any damage caused to the User by the use of incorrect, incomplete or interpretative content in the Service.
- 5.3 Otava shall use its best endeavours to ensure that the Service is available to the User continuously and without disruption. However, Otava is not responsible for interruptions, slowdowns or errors in the operation of the Service, nor for any inconvenience or damage caused by these, such as the loss of content. Otava is also not responsible for any problems or damages related to data transfer attributable to third parties, nor for damages caused by version updates, disturbances or interruptions.
- 5.4 Otava has the right to suspend the provision of the Service due to its change, upgrade, or a technical reason, or as the result of repairs, installation or maintenance of the telecommunications network, or any other similar reason, or if required by legislation or other official regulation. Otava shall aim to keep the duration of the interruption to a minimum. If possible, the User will be notified of the interruption in advance.
- 5.5 Otava is not responsible for any crimes or violations of rights committed by the User in the Service, through or with the help of the Service, or for any other unlawful activity or other negligence of the User.

6 Transfer of rights and obligations

- 6.1 The User may not grant or transfer the right to use the Service to a third party without Otava's written consent.
- 6.2 Otava has the right to transfer the Service, its maintenance, and the related liabilities and obligations to a company belonging to the same group.

7 Termination of the agreement

- 7.1 Otava reserves the right to prevent the use of the Service or delete a user account, if required for technical reasons, or if the User violates the law or these Terms of Use, or uses the Service in a way that may violate the rights of a third party or harm the Service or other users. Blocking or terminating the user account does not release the User from any obligations under the law or other obligations arising from these Terms of Use.
- 7.2 The User has the right to delete their own user account at any time by notifying Otava thereof.
- 7.3 Otava reserves the right to suspend or discontinue the provision of the Service at any time without any obligation to continue providing it.