Terms of Use of Otava Student's World

1   General

1.1   Welcome to Otava Publishing Company's ("Otava") Student's World. Student's World is an online service ("Service") produced and maintained by Otava for the use of digital teaching materials.

1.2   The student ("User") may join the Service and access the service material in two different ways. Firstly, the User can acquire the Service and the related materials independently, in which case they receive the digital materials and other content acquired through an activation code. Secondly, an educational institution can add the User to a group of the institution that has been granted access to the Service. In either case, the User must personally log in to the Service and accept these Terms of Use in order to use the Service.

1.3   Otava has the right to make changes to these Terms of Use at any time without notice. Otava will notify the User of any changes when the User logs in to the Service. The User must accept the amended terms before continuing to use the Service. If the User does not accept the amended terms, they will not be able to continue using the Service. If the User does not accept the Terms of Use, they must notify Otava's customer service of this in writing, which will, if necessary, delete the user ID and related information from the Service. The current Terms of Use can be found here.

1.4   Otava communicates about matters related to the Service in the Service. Otava does not send e-mail bulletins to Users.

2   Registering and using the Service

2.1   When registering for the Service and using the Service, the User shall only provide true and up-to-date information. The User is responsible for the accuracy and timeliness of the information they provide.

2.2   When registering, the User selects a user ID and password for which the User is responsible for maintaining confidentiality. The User receives a user account that is personal and may not be disclosed to third parties. However, an underage User has the right to hand over the user ID and password to their guardian so that the guardian can familiarise themselves with the Service, if necessary. The User is responsible for their account and user ID and for any damages and costs resulting from their use.

2.3   The User may not use the names or user IDs of others in the Service.

2.4   The User is obligated to notify Otava if their account, user ID or password gets lost or into the hands of a third party. The notification is sent by e-mail 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 password will be reset or, if this is not possible, the account will be deleted, and the User can create a new account.

2.5   The Service may only be used for study purposes and only in a manner that does not violate the law or these Terms of Use or the rights of third parties.

2.6   The User may not access materials intended for teachers or materials for which they do not have the right to use.

2.7   If the User has acquired the Service and the related materials independently, they may, if they so wish, grant their teacher the right to view performance data for a specific product by connecting with the teacher using the ID received from the teacher. In such case, the teacher or the User shall at any time terminate the existing connection, after which the teacher's right to view the User's performance data expires.

2.8	Using the Service's content for text or data mining, or artificial intelligence training, is prohibited.

2.9   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, or for any damages caused by the content produced by the User or third parties or its use.

3.2   Users who create content in the Service, or upload content to the Service, are responsible for such content and for ensuring that the content does not violate the law, or the rights of third parties, such as intellectual property rights, and that it 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 upload 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 communicate these changes in the Service. Unless otherwise specifically stated in these Terms of Use, copyrights and other intellectual property rights related to the Service and its structure, appearance 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 express written permission from Otava or any other right holder. However, the User is entitled to use the Service and its contents for personal study purposes in accordance with these Terms of Use.

3.6   The User retains all rights to the content created in or uploaded to the Service by the User, but at the same time grants Otava an unrestricted, non-exclusive, royalty-free and transferable right to use, copy, present, 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 uploaded by the User after the User's right to use the Service has expired.

3.7   The User represents and warrants that they have all necessary rights and permissions to the content they upload to the Service and that the content does not infringe any copyrights, trademark rights, patents or other intellectual property rights of third parties. If such content infringes the intellectual property rights or other rights of a third party, the User agrees to compensate Otava and third parties for all damages and costs incurred. Otava has the right to remove content that violates the law and the rights of third parties.

3.8   Otava has the right to collect and use the data generated by the use of the Service 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 use such data in an anonymised format even after the User's right to use the Service has expired.

4   Data protection and data security

4.1   Otava processes personal data carefully and comply with applicable data protection laws and regulations. Further information on the processing of personal data can be found in the Privacy Policy Statement available here. As stated in 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.

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

5   Liabilities and limitations of liability

5.1   Each party shall be liable for any direct damages 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 shall not be liable for indirect damages caused to the User.

5.2   Otava shall use its best endeavours to ensure that the Service is available to the User continuously and without disruption. However, Otava is not liable for any interruption, slowdown, defects or errors in the Service, or for any harm or damage caused by these, such as changes or loss of content. Furthermore, Otava is not liable for any problems or damages related to data transfers attributable to third parties, or for any damages caused by version updates, disruptions or interruptions.

5.3   Otava has the right to suspend the provision of the Service due to a change, upgrade or related 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.

5.4   Otava shall not be liable for any crimes or violations of rights committed by the User in, 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 right of use the Service

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 third parties or cause harm to 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.