

Suomisport

The Finnish Olympic Committee

30.11.2023

SERVICE AGREEMENT ON SERVICES FOR SPORTS CLUBS

■ CONTACT INFORMATION

Supplier		
Organisation The Finnish Olympic Committee	Contact person Suomisport customer service team: suomisport@olympiakomitea.fi	Postal address Valimotie 10, FI-00380 HELSINKI
Business ID 0202238-5	Instruction page www.tuki.suomisport.fi	E-mail suomisport@olympiakomitea.fi

■ SUBJECT OF THE AGREEMENT

The purpose of this service agreement is to agree upon the deployment and delivery to the Customer (hereinafter 'sports club/club') of online and mobile app-based **Suomisport club services** by the Finnish Olympic Committee (hereinafter 'Supplier').

The service is described in more detail in the appendix to this agreement (Appendix 1).

■ APPROVAL

The club user has provided authentication by filling in the access form on the front page of the Suomisport club service. On the form, the club's signatory has approved this service agreement or, if the club's rules so require, obtained the signatures of the appropriate parties for the authorisation form and delivered the authorisation to the Supplier's customer service team at suomisport@olympiakomitea.fi.

■ RESPONSIBILITIES AND OBLIGATIONS

The Supplier:

- undertakes to work with its partners and subcontractors to provide the service detailed in the service description for the duration of the agreement period
- undertakes to work with its partners and subcontractors to ensure the data security of the service
- undertakes to develop the service for clubs with its partners and subcontractors.

The Club:

- commits to the terms of use for Suomisport's organisation users (Appendix 2)
- commits to the lawful use of personal data (the [EU's General Data Protection Regulation 2016/679](#) and the [Finnish Data Protection Act 2018/1050](#))
- shall ensure that personal data in the Suomisport service for clubs are only used for the purposes of club activities
- shall ensure that the personal data processing policy is always up to date
- shall ensure that the club has a Suomisport administrator who manages the club's user credentials (issues and withdraws access rights)
- shall ensure the responsible use of the user credentials it grants in accordance with the Act on Electronic Communications services ([917/2014](#))
- shall ensure that the processing of personal data adheres to the data processing agreement (Appendix 3) and otherwise complies with the agreement
- shall ensure that the relevant cancellation, return and other terms of the service are communicated to end users, such as club members, in the context of club services and products sold through Suomisport.

■ SUPPLIER'S RIGHTS

The Supplier retains the right to change the content, pricing, service description and general agreement terms of the service, with the condition that it shall provide an e-mail notification to the club's administrator of any changes that increase the pricing, lower the level of the service provided or necessitate a change in the club's operating methods, no later than six (6) months in advance. Neither party may transfer the agreement or any rights or obligations arising from it to a third party without written consent from the other party. However, the Supplier has the right to transfer the agreement to a company to which its operations are partly or fully transferred.

■ RIGHTS OF THE CLUB

The club gains the right to use the Suomisport service and all club-oriented functionalities within it in accordance with the service description (Appendix 1) and terms of use of organisation users (Appendix 2).

■ COSTS AND PRICING

No initial, monthly or other fixed costs are charged for Suomisport club services.

Using the payment functionalities of the club service is subject to a fee, and the payment is used to maintain and develop the service for clubs. The service is based on a transaction price, which is the **service fee** plus the payment method fee. The service fee is €0.97 (until further notice) per paid transaction.

A paid transaction can be a season fee, club membership fee, course fee, event fee, some other fee arising from a service or product, or any other fee collected by the club from a user. The transaction price is not collected for non-paid transactions, which include free events or the calendar and communication functions of the Suomisport application. When pricing their products, clubs must take the service fee into account by adding it to the price of the product or service. The buyer must be notified that the product or service includes the **transaction price** (payment method fee + service fee) in the context of the purchase.

The **payment method fee** is collected by Suomisport's payment processor Svea Payments Oy, with which the Customer shall enter into a separate payment service agreement. The payment method fee amount is determined based on Svea Payments Oy's existing Suomisport price list (Appendix 4).

PRICING OF INTEGRATION AND ADDITIONAL SERVICES

Suomisport can be connected to the most commonly used financial administration systems. Suomisport does not collect an additional fee for opening an integration. Third parties should check the price with the service provider. An additional fee may be collected for any additional services.

■ END OF SERVICE USE and TERMINATION

If a club decides to stop using the service, it must inform the Suomisport customer service team of the matter in writing (suomisport@olympiakomitea.fi) and revoke access rights of its users when it does so.

The Finnish Olympic Committee applies a twelve-month (12) period of notice and shall notify the club in question in writing of the termination.

Either party may rescind the agreement with immediate effect by sending a written notification to the other party:

1. if the other party substantially violates the agreement terms and fails to rectify the situation within thirty (30) days of receiving a written notification of the violation from the other party, or
2. if the other party enters liquidation or bankruptcy or can otherwise be shown to be insolvent, or
3. if the actions or negligence of the other party, or the prevalent conditions, compromise the safety of the personal data such that there are no longer grounds to continue the agreement.

■ VALIDITY

This agreement will enter into force when the service is deployed.

■ OTHER TERMS AND CONDITIONS

Within the framework of the Supplier's umbrella agreement and negotiated payment service price, the club enters into a separate agreement on the payment service for Suomisport and Svea Payments Oy (business ID 2121703-0).

■ APPENDICES AS LINKS

The appendices to this agreement are an essential part of the agreement.

1 Suomisport's service description	2 Terms of use for organisation users of the service	3 Personal data processing agreement (DPA)
4 Payment service price list of Svea Payments		