

#### SERVICE AGREEMENT CLUB SERVICE

The Finnish Olympic Committee 26.2.2021

#### **■ CONTACT INFORMATION**

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

#### SUBJECT OF THE AGREEMENT

This service agreement involves agreeing upon the deployment and use of the Finnish Olympic Committee's web-based and mobile Suomisport Club Service for a club's purposes. The service has been described in more detail in the service description.

#### APPROVAL

This service agreement is approved in conjunction with deployment.

### ■ THE OLYMPIC COMMITTEE'S RESPONSIBILITIES AND OBLIGATIONS

In cooperation with its partners and subcontractors, the Finnish Olympic Committee undertakes to

- provide the service detailed in the service description for the duration of the agreement period;
- ensure the data security of the service;
- develop the service for clubs.

#### CLUB'S RESPONSIBILITIES AND OBLIGATIONS

The clubs are responsible for ensuring that

- personal data is used for the purpose of club activities only (General Data Protection Regulation 2016/679 and Finnish Data Protection Act 2018/1050);
- each club's own description of the personal data processing measures is available and up to date (see description template),
- each club has an administrator to manage access rights to the service;
- each club signs an agreement on the payment services with Svea Payments;
- when determining payments, each club includes the service fee to the price of the product or service.

### RIGHTS OF THE OLYMPIC COMMITTEE

The Finnish Olympic Committee has the right to change the content, pricing, service description and general agreement terms of the service, with the condition that it shall provide notification of any changes that increase the pricing, deteriorate the service or ne cessitate a change in the club's operating methods no later than six (6) months in advance. Neither party (the Olympic Committee or the club) 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 Finnish Olympic Committee 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 Club Service and all club-oriented functionalities within it in accordance with the service description and terms of use of organisation users.

## COSTS

The service does not include starting fees, monthly fees or usage fees. However, the payment service functionalities are subject to a charge. The payment services are produced by Svea Payments. Use of club service and payment functionalities requires an agreement with Svea Payments.

Use of the payment service is subject to a payment method fee <u>as per the price list of Svea Payments</u> as well as a maintenance fee to the Olympic Committee and its development partner, which covers the maintenance, development and data security of the service. The maintenance fee is  $\\ensuremath{\\current{coversine}}$ 0.97/payment transaction (effective until further notice). Value-added tax is not added to the price. The service fee must be paid by each respective user (payment method fee + maintenance fee). When pricing their products, clubs must take the service fee into account by adding it to the price of the product or service. Buyers must be made aware that the product or service includes a service fee upon purchase.

### END OF SERVICE USE

If a club decides to stop using the service, it must inform the Suomisport customer service of the matter in writing (suomisport@olympiakomitea.fi). Before sending the notice, the club's administrator must remove the access rights of the club's users. The Olympic Committee is entitled to terminate the agreement at 12 months' notice. The period of notice begins from the Olympic Committee issuing the club in question with a written notice of 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,
- 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 enterinto force when the service is deployed.

## OTHER TERMS AND CONDITIONS

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

# APPENDICES AS LINKS

misport's service description 2 User commitment for organisation users of the service
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