

TERMS AND CONDITIONS FOR THE NURSED SERVICE

Parties:

Workseed Ltd. (Business ID 2733384-1),
address Oppilaankatu 4, 53100 Lappeenranta
support@workseed.fi, 040 662 6682
("Service provider")

and

NursED service user
("Customer")

1. General

These terms and conditions ("Agreement") apply to the NursED software as a service ("Service") as provided by the Service provider. The Service provider grants the Customer access to the Service as a SaaS (Software as a Service) principal.

2. Entry into effect and duration of the contract, modification of the terms of the agreement

This Agreement enters into effect when the Customer has accepted the Agreement in writing or digitally, for example during the purchase of the Service or during the registration process. For clarity, the Customer can accept the Agreement through an explicit demonstration of their will, for example by clicking a tap titled "I accept" or similar when acquiring the Service on a webstore or other digital platform.

The Service can be provided for a fee, e.g. for students who purchase the Service ("Learner"), or for free, e.g. for teachers who are invited by the Learners ("Teacher"). Both Teachers and Learners constitute Customers.

For Learners, the Agreement is in duration for three (3) years from entering into effect, after which the Agreement terminates automatically without need for an explicit expression of will or a period of notice. When the Agreement is terminated, the Learner has the opportunity to download the data they have saved on the Service without a fee in pdf or other similar format. It is possible for the Learner to extend the Agreement by additional three (3) years by a separate payment.

For Teachers, the Agreement can be in effect only as long as for the Learner that added the Teacher to the Service. The Learner can at any point remove their Teacher's right to access their own Service.

The Service Provider has the right to unilaterally modify the Terms and Conditions in the following situations:

1. In case any relevant legislation (for example the directive EU 2005/36/EY or any national legislation derived thereof) is reformed, the Service provider has the right to modify the Service to comply with any new regulatory requirements.
2. The Service provider can add or remove features from the Service in a way that does not substantially weaken the Learner's position or quality of the Service.
3. In case the terms and conditions of the service, including pricing, have changed during the Agreement period, and the Customer renews the Agreement for additional three (3) years, the new updated terms and conditions shall apply to the renewed Agreement.

3. Provision and pricing of the Service

The Service provider provides the Service to the Customer “as is” with the features that are available for the Service at the moment of entry into effect of the Agreement (or when the Agreement is renewed for a new three-year period). The pricing is established in the price list offered by the Service provider.

4. Availability of the Service, support, and maintenance

The Service will be maintained available 99,5 % of the time calculated monthly, excluding temporal service interruptions that are caused by maintenance, development, or investigating or preventing disruptions. The Service provider is not liable to pay damages for any interruptions to the service. The Service provider will strive to reduce the impact of any interruption and will notify users of any planned service interruption at least two (2) weeks prior to the service, if this is possible.

The Service provider will not guarantee uninterrupted access to the service, particularly in any situations where the Customer does not have a reliable and sufficiently fast internet connection. The Service provider bears no responsibility for situations where the Service is partially or fully unavailable due to a denial-of-service attack or there are problems in the public telecommunication network.

The Customer understands and accepts that the Service provider may terminate certain features of the Service or its parts if they have been fully or partially designed based on open source code or a library or a component that has been developed by a third party, and whose development or maintenance has ended.

The Service provider maintains customer support via email and telephone on workdays (Monday through Friday) between 8:00-16:00 (Finnish time, UTC+02:00 during winter, UTC+03:00 during summer).

5. Right to terminate, terminating the Agreement

The Service provider has the right to terminate the Agreement with a written notice without a period of notice in case:

- A Customer violates their obligations as established by the Agreement or by the Terms and conditions despite having been notified, OR
- A Customer or a Teacher added by a Customer uses the Service in violation of the Agreement or otherwise misuses the Service by causing harm to the availability or usability of the Service, or to other Customers.

The right of a Customer or that of a Teacher added by a Customer terminates immediately after the expiration or termination of the Agreement.

When the Agreement expires or is terminated, the Service provider will delete the Customer's materials two (2) months after the expiry or termination. In case the Customer demands, the Service provider will deliver the material (database contents) to the Customer in a format that is separately agreed upon.

6. The right to use the Service

The Customer will have a non-exclusive and non-transferable right to use the Service for personal use during the validity of the Agreement. The Customer has a right to give their Teacher an access to the Service during the validity of the Agreement. Each Teacher will separately agree to the Agreement, and receive the right to use the Service.

The user account to the Service is personal. It is not permissible to share a user account between several people. Transferring, selling, or renting the right to use to a third party is not permissible without a specific advance agreement in writing from the Service provider.

7. Restrictions to the right to use the Service

It is only permissible to use the service in accordance to the following restrictions. The service provider can terminate the right to use the Service effective immediately, if any of the following restrictions is violated:

- a. User accounts to the Service are individual. The Customer may not share or transfer the account to anyone else.
- b. The Customer may not abuse the service for example by committing a denial-of-service attack or otherwise causing harm to the availability and integrity of the Service.
- c. It is not permissible to store or process data on patients or other people receiving treatment in the Service in a way that makes it possible to identify or recognize these patients or people.
- d. It is prohibited to reverse engineer or otherwise render the source code of the software included in the Service into a form that is readable by a human.

8. Privacy protection

The Service provider bears the responsibility that necessary technical and organizational measures have been implemented for the processing of personal data on the Service to comply with the General Data Protection Regulation (GDPR).

The data stored in the service are personal data of the Customer, the Teacher, and any external supervisor who approves work tasks using the Service. For the purposes of storing and processing these personal data, the Service provider is the registrar as defined in the GDPR. For more information on the way we store and process personal data on the Service, read our privacy policy:

<https://nursed.fi/wp-content/uploads/sites/2/2025/05/Nursed-privacy-statement-EN.pdf>

The Service provider uses a cloud service provided by a reliable third party to provide the Service so that the Customer's data is stored within the EU area. The Customer agrees to the subcontracting of the cloud service. At the moment of signing the Agreement, the cloud service is Microsoft Azure.

9. Intellectual property rights

The Service provider or the licensor hold all property rights and intellectual property rights to the trademarks WORKSEED and NursED. The Customer will receive no intellectual property rights to the trademarks WORKSEED or NursED, to the Service itself, to any software related to the Service, or to the source code of the Service.

10. Responsibilities of the Customer

The Customer bears responsibility for all the material they upload to the Service. The Customer takes responsibility that the material does not violate copyright or other intellectual property rights, personal data regulations, good practices, the law, or regulations by authorities. If any material that violates this paragraph is uploaded to the Service, the Service provider has the right to delete the offensive or illegal material or temporarily suspend the Service for the Customer.

The Customer uses the service at their own responsibility. The Customer is obligated to carefully store their password with care.

11. No right of withdrawal

By purchasing the right to use the Service, the Customer will gain access to the Service. The delivery of the Service to the Customer will begin during the cooling-off period. The Customer agrees to the Service being delivered during the cooling-off period in the understanding that they do not have the right of withdrawal as defined in the Consumer Protection Act.

12. Correcting defects and liability for defects

The Service provider has a legal liability for any defect that has been in the Service at the moment of the Agreement entering into effect. If the Customer wants to invoke a defect, they must do so within two months after the defect has been identified.

The Service provider aims to correct any defects as soon as possible. The Customer bears the responsibility to ensure that the Service works as expected once the defect has been remedied. The Service provider's liability for defects is limited to remedying identifying defects.

13. Disclaimer

The Service provider bears no liability for indirect or incidental damages. The Service provider bears no liability if the Customer's data is destroyed, lost, or modified, or if this causes losses or costs to the Customer.

For damages related to the Agreement when the Agreement is in effect, the Service provider may be held liable at most a quantity that corresponds to the cost of three (3) months of the license fee.

This disclaimer does not apply to cases where the damages occurred due to deliberate action or gross negligence.

Claims for damages must be presented to the Service provider without delay, but in any event within six (6) months of the moment when the Customer became aware of the damage. In any event, any claims for damages must be presented within six (6) months after the Agreement has expired.

14. Transferring the Agreement

The Service provider reserves the right to transfer the Agreement and any responsibilities and obligations it implies to a third party via a written announcement.

15. Applicable law and disputes

Finnish law applies to the Agreement and the Terms and conditions, excluding any choice of law regulations. Any disputes shall be resolved in the competent court. The Customer also has the right to initiate a dispute concerning the Agreement or the Service in the Consumer Disputes Board.