

GENERAL TERMS OF THE COPYING LICENCE

These general terms of the copying licence (hereinafter 'the general terms') supplement the licence terms of Kopiosto's copying licence (hereinafter 'licence').

Licensee's obligations and responsibilities

The licensee must ensure that the data network it uses corresponds to the definition of a closed network, as defined in the terms of the copying licence.

The licensee must inform its personnel of the content of the licence and the terms of the copying licence.

Liability of Kopiosto

The copying licence is an extended collective licence as defined in sections 13, 13a and 26 of the Copyright Act. The copying licence allows the use of works of copyright holders represented by Kopiosto and other subject matter protected under the Copyright Act in accordance with the licence terms. Furthermore, by virtue of an approval issued by the Ministry of Education and Culture, the licence also allows, under the same conditions, the use of works, as well as other subject matter protected under the Copyright Act, of copyright holders who are not represented by Kopiosto.

If the copyright holder presents a client who has obtained a copying licence with a claim for remuneration for copying under this copying licence, Kopiosto assumes liability for the claim if the client had a valid copying licence when the copying took place and the copying was carried out in compliance with the terms of Kopiosto's copying licence. For other copying in accordance with the licence besides the copying referred to in sections 13 and 13a of the Copyright Act, Kopiosto's liability is limited to no more than the amount of remuneration that a copyright holder represented by Kopiosto is entitled to for use in accordance with the licence. If the copyright holder is not pleased with the same amount of remuneration, the use of this work with Kopiosto's licence may be prohibited.

Reporting copies and participation in copying surveys

Kopiosto informs the licensee of how they should report the copies made under the licence. Furthermore, the terms of the copying licence may contain specific copying terms with which the licensee must comply and regarding which the licensee must provide instructions to its personnel. The licensee commits to participating in surveys, monitoring and reporting concerning the amount and content of copying when requested, and to disclosing the necessary information to Kopiosto. The survey and reporting data is used to distribute the remunerations paid for the licence to the copyright holders.

Right of inspection

Kopiosto, or a third party authorised by Kopiosto, has the right to inspect the copies stored under the licence on the data storage platforms or the closed network used by the licensee, as well as other copying arrangements used in the licensee's premises. Furthermore, Kopiosto has the right to request that the licensee provide a report on the application of the terms of the copying licence in the licensee's operations.

Such inspections will be carried out in a manner that does not jeopardise the licensee's data security or the licensee's confidentiality obligations towards other parties. Neither Kopiosto nor any third party used by Kopiosto will use or exploit the licensee's information, obtained through an inspection, for any purposes other than monitoring compliance with the licence terms and even then, only to the extent necessary in each case. Kopiosto is not entitled to present, disclose or provide the licensee's materials for viewing or use by a third party in any way.

Activities in violation of the licence terms

Kopiosto has the right to cancel the licence granted to the licensee with immediate effect should the licensee violate the terms of the copying licence or fail to pay remunerations in accordance with the invoice. Activities in violation of the licence and the Copyright Act may lead to liability to compensate, liability to pay damages, and confiscation.

Validity of the general terms

The general terms are valid as of 1 July 2024.