

NG Nordic Portal terms and conditions

1. GENERAL

The NG Nordic Portal is a service maintained by NG Nordic Finland Oy ("NG Nordic"), business ID: FI03500174, which provides the customer with a customer portal ("Service"). These terms and conditions ("Conditions") shall apply between NG Nordic and the Service user ("Customer").

2. DESCRIPTION OF THE SERVICE

In the customer portal, the Customer can view their recycling and waste services and reports. The Customer must accept these Conditions to use the Service. The Customer must have a valid agreement with NG Nordic to use the Service. By accepting these Conditions, the Customer confirms that they have read and accepted the Conditions and commits to complying with them.

3. USE OF THE SERVICE

To use the Service, the Customer must have a user-specific account for it. The account is created by contacting the NG Nordic customer service. The use of the Service is subject to acceptance of the Conditions of this Service.

4. TERMINATION OF THE SERVICE

The Service is an additional service based on the customer relationship and does not supersede the actual recycling and waste agreement between NG Nordic and the Customer. When the Customer's recycling and waste agreement ends, the Customer's Service shall also end automatically no later than within three (3) years. The Service shall also be terminated if the Customer does not sign in to the Service for three (3) years.

The Customer may choose to delete their account in the Service by notifying the NG Nordic customer service.

For the sake of clarity, deleting the Service or account shall not affect any other obligations the Customer has with NG Nordic.

If the Customer fails to resolve a matter within a reasonable period after receiving notification of it, NG Nordic shall have the right to terminate the Service with immediate effect in the following situations:

- the Customer is using the Service in a manner that violates these Conditions or the obligations they have towards NG Nordic;
- NG Nordic has reason to suspect that the Service is being misused; or
- the Customer does not fulfil the payment obligation.

Additionally, NG Nordic shall have the right to cancel the Customer's Service by notifying the Customer thereof no later than 14 days before the planned change.

5. GENERAL TERMS AND CONDITIONS

The Customer shall authorise persons to have the right to use the Service. The right to use the Service is user-specific, and the user shall not give others access to the Service or its content. The Customer is responsible for ensuring that their user data provided upon registration of the Service are accurate and will be updated if necessary. NG Nordic is not responsible for any inaccurate data provided during or after registration. Authorised users are responsible for keeping their password secret and using it in a manner that prevents others accessing the Customer's data. The Customer shall be liable for any unauthorised access to the Service. The Customer is responsible for ensuring that authorised users have the right to process the data included in the Service and are obligated to observe confidentiality.

If the Customer fails to comply with the terms described in this section, NG Nordic shall have the right to close the Customer's Service. The Customer shall notify the NG Nordic customer service without delay if they suspect a third party has obtained their password.

6. CHANGES TO THE CONDITIONS OR SERVICE

Both parties understand that digital services evolve quickly. NG Nordic may change the Service to improve its usability or accessibility. The Service may also be changed to better meet the requirements set by NG Nordic's other services. NG Nordic may also add new services or features or delete features as and when it sees fit.

NG Nordic may change these Conditions by updating them no later than 14 days before they take effect. NG Nordic shall notify the Customer by email of any significant changes to their rights or obligations. If the Customer does not approve of the changes, they shall have the right to terminate the Service.

NG Nordic reserves the right to start collecting a fee for the Service, a part thereof or an additional service. If NG Nordic introduces such a fee, it shall notify the Customer thereof no later than 14 days before it takes effect. If the Customer does not approve of the changes, they shall have the right to terminate the Service.

NG Nordic reserves the right to stop providing the Service by notifying the Customer thereof no later than 14 days before it takes effect.

7. IMMATERIAL RIGHTS

The material in the Service, such as text, graphics, names, images, graphs, drawings, logos, icons, recordings and programmes, belong to NG Nordic, its associated companies or joint enterprises, licensors or partners. All rights to the Service content are reserved, apart from the exceptions mentioned in these Conditions. Copying, transferring, altering, saving, publishing or distributing the material without an advance written consent from NG Nordic is prohibited. Viewing the Service on a computer or similar device and printing for non-commercial purposes are allowed. Documents meant to be published can be used in public data transmissions, but the source must always be mentioned.

8. PERSONAL DATA

NG Nordic acts as a controller in making personal data available to the Customer in the Service. NG Nordic processes the Customer's personal data in accordance with its effective privacy statement. The effective privacy statement is available on NG Nordic's website.

The Customer acts as a controller when it processes personal data through the Service. As the controller, the Customer is responsible for having a legal basis for processing its employees' personal data, informing the data subjects of the processing and otherwise complying with its obligations as a controller in accordance with the privacy statement. The Customer shall also inform the data subjects of personal data processing by NG Nordic by making NG Nordic's privacy policy available to them. In data protection, NG Nordic is only responsible for its own processing of the personal data of the data subjects represented by the Customer. The parties shall immediately inform each other of any requests and notifications related to the other party's processing of personal data, such as notifications related to personal data breaches and requests by data subjects and the public authorities. In so far as necessary, the parties shall cooperate to ensure compliance in the processing of such personal data to which both parties have access.

NG Nordic has the right to use the data provided by the Customer in the Service for marketing, business operations and service development.

9. NG NORDIC'S LIABILITY AND LIMITATIONS OF LIABILITY

NG Nordic offers no guarantees for the Service. NG Nordic does not guarantee that the Service can be used without any faults or disruptions. NG Nordic is not responsible for the accuracy, currency or completeness of data.

NG Nordic is not liable for any direct or indirect costs, losses or damages, including but not limited to loss of revenue, earnings or winnings, interruption of operations or loss of data caused by the Service, the use of its content or disruptions in the Service. NG Nordic is not liable for disruptions in the information system or telecommunications, losses or damages caused by faults or malware, or any third-party sites or their content that may be referred to in the Service.



NG Nordic is not liable for any indirect damage to the Customer, such as loss of income or damage to a relationship between the Customer and a third party, unless the damage is caused by NG Nordic's gross negligence or intent. However, NG Nordic's liability never exceeds the responsibility set in imperative legal provisions.

10. OTHER TERMS AND CONDITIONS

The Service is only intended for NG Nordic Finland Oy's business clients.

NG Nordic reserves the right to deliver its notifications to the Customer by the email provided in the Service.

This Service is primarily subject to these Conditions, followed by applicable parts of NG Nordic's general terms and conditions for recycling and waste service