

Elisa Oyj's General Terms and Conditions for Consumers

These terms and conditions represent the recommendation of the Finnish Federation for Communications and Teleinformatics (FiCom), issued through consultation with the Finnish Consumer Ombudsman and the Finnish Communications Regulatory Authority (FICORA) for Consumer Customers.

TO THE SERVICE USER

Please study carefully, before entering into the agreement, the terms and conditions, service-specific special terms, price list, user guidelines, and any campaign-specific terms provided to you by Elisa.

- **The general terms and conditions are applicable to all services produced by Elisa itself.**
- **The service-specific terms are applicable in addition to the general terms and conditions. The campaign terms constitute an integral part of the agreement and are applicable to the services being offered under special terms for a limited period of time.**
- **The user guidelines describe, inter alia, activation and use of the service, failures, and failure management.**

All the aforementioned terms and conditions, terms, and guidelines are applicable to the supply of services to the consumer who uses the services primarily for a purpose other than gainful activity. The terms and conditions, terms, and guidelines are available at the Customer Service and on the website of Elisa. **Elisa will provide further information on the service.**

The general terms and conditions present first the execution of the agreement, proceed to service use and restrictions thereto, failures, and finally the amendment and termination of the agreement. **In particular, the key terms and conditions described below have a substantial impact on the position of the service user.**

Entry into force and validity of the agreement

Please check in the agreement or order confirmation when the agreement enters into force and whether the agreement is valid until further notice or for a fixed period.

Liability for the use and fees

Elisa is responsible, pursuant to the agreement, for the service offered and supplied. You are liable, as the Customer, for the use and fees of the subscriber connection even in a case where a third party uses the subscriber connection. Please note that communication services can also be used for subscribing to pay-services, and you should exercise special care in using the service (comparable to a credit card). Protect the subscriber connection by applying a personal identifier (e.g., PIN code), if technically feasible. In the event that the terminal device, identifier, or smart card is lost or stolen, contact Elisa immediately in order to avoid liability for potential misuse (see sections 4.2 and 4.3).

Use when abroad and in the border areas of Finland

Use the telephone or computer abroad with due consideration, since the telephone calls, and data transmission fees for uploads and multimedia messages, are usually more expensive than in Finland. Find out about the applicable prices before using the device abroad to avoid unpleasant surprises (see 8.1). When using the mobile telephone or mobile broadband in the border areas of Finland, it is in your best interest to select the communication network manually to be sure about the telecommunications fees that will be charged (see 4.7).

Data security

Elisa is responsible for the data security of its communication network and for the data security services supplied. In all other respects, you will be responsible for applying adequate data security and protection in service use and in the hardware and software, and we recommend that you protect your device with a data security service, updated on a regular basis. Your diligence will be reflected in potential responsibility and liability issues (see 4.2). Elisa will provide further advice and guidance.

Delays and outages

Communication services are very sophisticated services, and delays and temporary outages may occur in service operation or availability even where the service itself contains no defect. A number of factors can cause delays and outages but, typically, they result from network load or the condition of the network, infrastructure maintenance operations, or the terminal device and associated settings (see 4.4, 5.2, 5.7 and 7). In the event of a delay or outage in the communication service, please refer to section 5.4 to find out how to act to secure your interests.

Changes

The service features or the applicable terms and conditions may change, because Elisa has, to a limited extent, the right to make changes therein on the grounds specified in the terms and conditions herein (see 11.1). In this case, you usually have the right to give notice to terminate the agreement or service with immediate effect (see 11.2).

Customer Service

You can contact Elisa's Customer Service through various channels, for example, via telephone or e-mail, on the Internet, or by other means of Customer communication. The contact information is available in the agreement and invoice, for example.

Return of material

Upon expiry of the licence, you must, at the request of Elisa, return or erase or otherwise destroy all original material delivered to you and any copies made thereof, such as software, user manuals, and any installed and/or otherwise produced copies (see 4.1)

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1 DEFINITIONS AND SCOPE OF APPLICATION

For the purposes of this Agreement, the following terms shall have the meanings defined below:

Customer means a consumer Customer who enters into an agreement with Elisa Oyj (hereinafter Elisa) on the use of the Service and who acquires the Service primarily for a purpose other than gainful activity.

User means a person who uses the Service. The user may be a person other than the party to the Agreement.

Agreement means an agreement concluded by and between the Customer and Elisa on a service or service package.

Service means a communication service or an additional or content service included in the offering of Elisa at any given time.

Communication service refers to the transmission, distribution, and provision of messages in a communication network used by the Saunalahti. An additional service or content service is not a communication service.

Additional service refers to, for example, the barring service, balance limit service, voicemail service, call transfer service, and the various location services, data storage services, and data security services.

Content service refers to the provision of content to the Customer, such as a news service or recreational services.

Communication network means a system of interconnected conductors and hardware that is intended for transmission or distribution of messages. For example, fixed landline networks and mobile communication networks are communication networks.

Subscriber connection refers to a connection point or interface through which an in-house network or a terminal communication device under the Customer's control is connected to Elisa's communication network in order to allow the Customer to use the communication service. The connection may be, for example, a broadband Internet connection or a fixed-network telephone connection.

Telephone subscriber connection means simultaneously a fixed-network subscriber connection and a mobile communication subscriber connection. A telephone subscriber connection does not mean a broadband Internet subscriber connection, for example.

Universal subscriber connection refers to a subscriber connection provided by a universal service provider to the Customer's permanent residence that allows emergency calls and the making and receiving of domestic and foreign calls and other customary telephone services, and that facilitates the minimum data transmission speed specified by the Ministry of Transport and Communications. Different universal service providers may be simultaneously discharging the different obligations under the universal service, and the service may be implemented through multiple connections. A universal service provider means a telecommunications operator assigned by FICORA as a universal service provider with an obligation to provide access services as a universal service.

These general terms and conditions shall be applicable to the services provided to a consumer Customer by Elisa.

2 ENTERING INTO THE AGREEMENT

2.1 Entry into force of the agreement

The communication service agreement shall be in writing. The Agreement may also be executed electronically, providing that agreement content cannot be unilaterally modified and that the agreement remains accessible to both parties. Entry into force of the Agreement may also require the Customer to place a deposit or security (see. 2.3). The Agreement enters into force upon Elisa's acceptance of the order, placed by the Customer, through delivery of an order confirmation or activation of the Service. Elisa shall indicate in the communication service agreement or order confirmation the time when the agreement enters into force and, where necessary, how the Customer will be informed of the entry into force of the Agreement.

Elisa and the Customer may agree upon a reasonable balance limit that will replace or complement a required deposit or security. The Elisa has the right, upon entering into the Agreement, to check the Customer's credit data.

2.2 Right to refuse a contractual relationship

Elisa has the right to deny acceptance of the Customer's order.

The telecommunications operator has the right to deny acceptance of an agreement for a universal subscriber connection only where the Customer is being prosecuted or has been sentenced in the past year for disrupting communications, or where the Customer has outstanding, matured, undisputable debts incurred from the use of another telecommunications operator's subscriber connection.

2.3 Deposit, security, and usage limit

Elisa has the right to request that the Customer place a reasonable deposit or security upon execution of the Agreement because of the Customer's foreseeable insolvency or other similar particularly weighty reason, such as the Customer's justifiably foreseeable reluctance to pay, a recorded payment default, a failed collection by way of distraint, and in situations where the Customer has outstanding payments to any telecommunications operator, or if the Customer's credit information cannot be adequately examined, or the Customer fails to provide his or her address. Elisa may also request reasonable security to be placed during the term of the Agreement in the event that the Customer is declared insolvent by a court of law or other public authority.

Elisa will not pay interest on the deposit or security. Elisa has the right to collect an overdue receivable from the security, accrued by delayed interest and collection costs. The Customer shall be liable for the maintenance and liquidation costs of the deposit or security. The security shall be returned upon elimination of the reason for requesting security and in any event upon termination of the Agreement. The deposit shall be returned immediately upon termination of the Agreement.

The Customer and Elisa may agree upon a reasonable usage limit to be set for a telephone subscriber connection. Elisa shall notify the Customer in advance of a service use restriction due to the Customer exceeding the usage limit, via telephone or text message, for example. Elisa shall provide, in the same conjunction, instructions on how to avoid said service use restriction. Hereafter, Elisa has the right to restrict service use when the Customer exceeds the balance limit. For the service use restriction to be lifted, the Customer shall pay a share, as specified by Elisa, of the outstanding payments. The usage limit service, and any change therein, carries no charge, but Elisa is entitled to charge a fee in accordance with the price list for lifting the service use restriction. Elisa will agree separately upon usage limits.

In addition to a usage limit, Elisa may offer balance limit services as a pay service. When the balance limit is exceeded, the use of the subscriber connection will be blocked or restricted.

3 SUPPLY OF THE SERVICE

3.1 Delivery and date of delivery

Elisa or a third party in a contractual relationship with Elisa shall supply the Service pursuant to the Agreement or other covenant. The Customer and Elisa shall agree upon the date of delivery or the latest date of delivery. The Elisa shall deliver the supply of the service on the date of delivery at the latest. Elisa shall deliver a universal access services subscriber connection in reasonable time.

3.2 Customer's duty of collaboration and preconditions of delivery

The Customer shall collaborate in the supply of the service and organise procurement and installation of all hardware and similar items under the Customer's control. Elisa shall provide the Customer with guidelines on the preconditions of the delivery of the supply. Delivery of the supply requires the Customer to provide the following, for example:

- Provision of accurate (such as full address) and sufficient (such as remote location or difficult terrain) information required for delivery of the supply;

- Unobstructed access to the requisite premises and spaces;
- Sufficient electricity and an in-house network at the delivery address;
- Appropriate condition of the premises and hardware under the Customer's control and their compliance with the regulations;
- Official permits required for the supply of the service, including the costs;
- Licences for the products and the software installed therein, whereas the Elisa is responsible for the licence for the software included under the agreed service.

Elisa and the Customer may agree upon a price estimate in a case where the supply of the service requires building a network or connection for which the costs cannot be determined in a definitive way in advance. The final price of the service may not exceed by more than 15 per cent the price estimate under the Agreement or any other price agreed on separately with the Customer.

The supply is considered to have been delivered when Elisa completes, for its part, the measures required for activation and deployment of the service.

3.3 Customer's hardware and software

The Customer is responsible for procuring and installing the hardware and software, the in-house network, and any additional security and protection system for the hardware and software, unless otherwise agreed. If the supply includes software, the updates, modification, or configuration of the software are not included in the supply. Hardware and software that cause disturbance to the operation of the network or service are discussed in section 4.1. The Customer is responsible for ensuring that all hardware and software procured from a party other than Elisa is type-approved, in operating condition, and in compliance with the statutory requirements.

3.4 Identifiers, change thereof, and portability of telephone number

Elisa has the right to determine the identifiers issued for the use of the Customer, such as the usernames, IP addresses, numbers, and other similar identifiers.

Elisa has the right to change the identification data delivered to the Customer where required by law or regulation by public authority, or due to the communication network, the Customer, supply of the service, data security, or a similar reason. Elisa shall report a change in the identifier no later than two (2) months before entry into effect of the change.

Elisa has the right to assign the identifier to the use of a third party six (6) months after discontinuation of the use of the identifier by the Customer. The Customer shall retain no right to the identifier after termination of the Agreement.

The Customer has the right to have the telephone number reassigned to another carrier according to the Communications Market Act. No identifier except the telephone number can be reassigned during the term of the Agreement, unless it is agreed to the contrary.

4 SERVICE USE

4.1 Right to use the service

The Customer has the right to use the service of Elisa as specified under the Agreement, general terms and conditions, user guidelines, and any campaign terms applicable. Elisa shall ensure that the telecommunications network and services allow the Customer to use the service in the agreed way.

The intellectual property rights to the services and products of Elisa shall be the property of Elisa or a third party, such as the software owner. Elisa shall grant the Customer a restricted licence, for the term of the Agreement, to the service and digital software versions and documentation supplied under the Agreement. Use of the service, and the hardware, software, documentation, other content and data, and the licence thereto delivered in connection with the service, is allowed only for the intended purpose in compliance with the guidelines issued by Elisa or a third party, such as the software owner.

The Customer may not, without Elisa's prior consent in writing, copy, convert, or modify the documentation or software, or disclose or deliver it to a third party, except where required by peremptory law. Upon expiry of the licence, the Customer shall, at the request of Elisa, return or erase or otherwise destroy at its expense all original content and data delivered, and any copies thereof that may have been produced, that are in the possession of the Customer. Said content and data delivered include, for example, software, manuals, and the installed and/or otherwise produced copies.

Elisa shall not be liable for any limitation to service use that may be imposed abroad. Detailed information is available on the website and at the Customer Service of Elisa.

Use of the service may not cause unreasonable load (such as transmission of junk mail or sharing the subscriber connection), or other harm or disturbance to Elisa, operation of the public communication network, other users of the communication network, or a third party. The Customer shall immediately disconnect from the communication network any hardware or software that is causing disturbance to the operation of the network or the service. Where the Customer knowingly uses, in disregard of Elisa's notice, hardware or software, which is defective or may cause disturbance, the Customer shall be liable for any damage caused thereby to Elisa or a third party and for the costs incurred through locating the defect. In the case of harm or disturbance, Elisa has the right to disconnect said hardware and software from the network without prior consultation with the Customer. Elisa further has the right to restrict traffic volume in the communication network, suspend service use, disconnect the subscriber connection, and take any other necessary action required to secure network traffic, operation of the services, data security, or availability.

The Customer may not exploit the service as part of the Customer's own service, product, or other gainful activity. The Customer may not sell to a third party the service supplied by Elisa, route third-party traffic through the service, or otherwise distribute the service to a third party. Using the service primarily for routing calls between networks is not permitted. Unless specifically agreed to the contrary with Elisa, the Customer may not in connection with service use servers, or install in the network servers, to which a connection can be established over the network. Using the service by means of an automatic mailing system is not permitted irrespective of whether the intended purpose is direct marketing or otherwise.

4.2 Liability for service use

Elisa shall be liable for the service offered and supplied under the Agreement. Elisa is not responsible for any content acquired through or by means of the service, or the operation or availability thereof, or the Customer's right to use said content, except where supplied by Elisa.

The Customer shall ensure that the content ordered, procured, or delivered by the Customer, or the Customer's service use, does not cause disturbance to the network or other users, jeopardise data security or service availability, or violate the rights of Elisa or a third party, common decency, laws or regulations, or decisions by a public authority.

Elisa has the right to block service use or disconnect the subscriber connection in the case where Elisa, public authority, or a third party demonstrates that the Customer has acquired, delivered or transmitted, or otherwise made available through or by means of the service, said harmful content, or that the service has been used in violation of the terms and conditions herein. Elisa further has the right to take any action that may be required and to claim damages from the Customer for the damage incurred through a contractual breach. Elisa shall notify the Customer of said action using an appropriate method.

The Customer has the right to authorise a third party to use the subscriber connection but the Customer is fully liable for said third-party use of the subscriber connection under the Agreement.

The Customer shall use the service at its own risk. The Customer shall adhere to data security in service use and protect adequately the hardware and software (see 4.5) and, where necessary, also the use of the communication service through subscribing to barring, usage limit, or balance limit services. The data protection measures include, for example, applying and updating of anti-virus and firewall software, upgrading the operating system and software, and other similar necessary measures. Elisa will provide basic information and advice on data security and protection related to the service supplied.

The Customer shall exercise special care in using the service (comparable to a credit card), because the service can be used to various ends, such as purchasing goods or digital content. The Customer shall exercise particular care in the safekeeping,

protection, and use of the subscriber connection. The Customer shall ensure that the smart cards (e.g., SIM or program card) and hardware are protected with identifiers (e.g., username, password, PIN code, security code) and that the identifiers are not disclosed to a third party. In the event that the terminal device, identifier, or smart card is lost or stolen, the Customer shall notify the Customer Service of Elisa immediately.

Elisa shall ensure that the settings for services produced or offered by Elisa are made available for the Customer. The Customer is responsible for activation of the settings. The Customer is responsible for the configuration and settings of the hardware and software required for service use, and for installation, maintenance, and removal thereof except where it is agreed to the contrary.

4.3 Unauthorised use of communication service

Unauthorised use of communication service refers to a situation where a third party, without the Customer's consent, uses the Customer's communication service or uses it for subscribing to content or value added services. Notwithstanding the Customer's prima facie liability for service use, the Customer shall be liable for unauthorised use only where said unauthorised use is due to the Customer's other than slight negligence. The Customer shall not be liable for any unauthorised use of communication service after having notified the Elisa of the unauthorised use or loss of the terminal device. Exemption from liability requires the Customer to submit a notification forthwith to the Customer Service via telephone during office hours or at the telephone number of the 24-hour loss reporting service, available on the website and in the Agreement. Elisa has the right to deactivate the communication service and block the use of the terminal device immediately upon receipt of the notification.

Elisa may request the Customer to deliver a copy of the police report filed or of the pre-investigation protocol to assess potential contributory negligence.

4.4 Service quality and features

The Elisa shall specify the core quality and features of the service being offered in a service description, service-specific special terms, or other similar agreement document to be delivered to the Customer.

4.5 Main factors influencing operation of the service

Shadow zones, local or temporary traffic disruption, loss of capacity, or slowdown may occur in the operation of the service due to the inherent properties of radio-wave technology, data transmission, and public communication networks. The service area and operation of the services are affected by, for example, the terminal device used by the Customer and the condition thereof, prevailing weather conditions, the shape of the terrain, buildings, and structures, and maintenance operations. The services and related software may contain minor technical flaws that do not have a substantial impact on the use of the services or software. For these reasons, Elisa is not able to warrant uninterrupted operation of the services throughout the network's service area (see 5.2 Service defect).

Elisa has the right to determine the spatial service area of the network and the network features. The spatial service area of the network depends, to a certain extent, on network loads, and the coverage is not static at all times. Elisa may optimise certain parts and functions of the network to enhance overall service area, and this may cause local variations in the service area. Where the service area will be reduced in a fundamental and permanent way at the Customer's place of domicile, Elisa shall notify, using an appropriate method, the affected Customers in good time in advance of the change. Where the deterioration of the operation of the service at the Customer's place of domicile is permanent and greater than minor, the Customer has the right to give notice to terminate the Agreement without a period of notice.

Elisa has the right to conduct measurements and to control data traffic to prevent network overloads, and this may influence service quality (Service defect, see 5.2). Elisa has the right to make changes to the services and the smart card (e.g., SIM technology) that have a minor impact on the use of the services but not, however, on the core content of the Agreement (see 11). Elisa can send over the communication network, to the Customer's terminal device, settings that the Customer may choose to install, designed to make use of the subscriber connection more straightforward.

Provisions on universal emergency calls made over the public communication network, determination of the caller's location, and on transmission of emergency text messages are laid down in law and in the Regulation of Finnish

Communications Regulatory Agency. A telecommunications operator in the telephone network shall, for its part, ensure that the caller's location can be determined and that the Customer has charge-free access to the universal emergency number 112 to transmit a call or text message. Determination of the caller's location and transmission of an emergency text message are not possible in the mobile communication network without a SIM card. Emergency text messages are not as reliable and fast as emergency calls. The service-specific special terms provide information on access to the emergency number and determination of location when using services other than a telephone subscriber connection (e.g., VoIP services).

4.6 Data security in the communication network

Elisa is responsible for the data security of its communication network and for the data security services being supplied. Elisa shall not be liable for any disturbance that may occur on the public Internet network or for any other factor beyond Elisa's control that may hamper service use.

Elisa may take action to prevent data security breaches and to eliminate anomalies targeted at data security, where such measures are necessary to secure the operation of the communication network or network availability, or to secure the message recipient's connection access. These actions include, for example, blocking message transmission and reception, and eliminating malware in a message that threatens data security. Elisa shall size the measures in proportion to the severity of the incident being prevented and shall stop the measures immediately upon removal of the grounds for their implementation. Elisa shall inform the Customer of the data security threats, protection methods, and effective impact on the website or through another appropriate channel.

4.7 Use of the subscriber connection in the border areas of Finland

In the border areas within the borders of Finland, a terminal device set to automatic roaming will log on to the strongest signal. In the terminal device's settings, the Customer must manually select Elisa's network to avoid expensive roaming charges. Manual network selection will prevent the call or data connection from accidentally roaming on a foreign network. Elisa shall provide the Customer with guidelines on how to use the subscriber connection in the border areas. The Customer shall be liable for the roaming charges only where the Customer fails to adhere to the guidelines issued by the Elisa.

5 SERVICE DELAY, SERVICE DEFECT, AND DAMAGES

5.1 Delay due to Elisa and the Customer's right to standard compensation or damages

The delivery of the communication service is considered to be delayed in a case where the service is not delivered on the agreed date for a reason not due to the Customer or under the Customer's control. Where no date of delivery is agreed on, the delivery is considered to be delayed in a case where the service is not delivered within a reasonable time of execution of the agreement.

The Customer is entitled to standard compensation for a communication service delay. The amount of the compensation for each beginning week, as well as the maximum amount, is laid down in the Communications Market Act. The Customer is not entitled to standard compensation where Elisa or a service provider employed by Elisa demonstrates that the delay is due to a reason beyond its control, which it cannot reasonably be expected to have considered at the time of entering into the agreement, and the consequences of which it could not have avoided or overcome using reasonable effort. These reasons include, for example, force majeure; a delay due to the Customer's action, negligent act, or omission; or a deficiency in the terminal device or in-house network.

The Customer is entitled to damages for a delay only to the extent that the loss exceeds the amount of the standard compensation.

5.2 Communication service defect, remedying of defect, discount, and standard compensation

Defect

The communication service is considered to contain a defect where the quality or delivery method of the service does not comply with the agreement. In the case of a defect, the Customer has a primary right to request that the defect be remedied and a secondary right to a discount or, in the case of service interruption, to standard compensation. In all cases, the Customer also has the right to damages.

Circumstances considered not to constitute a defect

In addition to the provision under section 5.7, none of the following are considered to constitute a defect under the Agreement:

- a service defect due to an act or omission by the Customer or a third party using the service or due to a reason under the control of the Customer or the third party;
- a service defect due to the deficient operating condition of the terminal device or in-house network, or temporary service outage of short duration.

The Supplier is not able to warrant uninterrupted operation of communication services, because temporary outages and disturbances are part of the nature of the services. Hence, the communication service is not defective when the operation, despite disruptions, corresponds to the operation of similar communication services in general. Shadow zones, local or temporary data traffic disruptions, or loss of speed may occur in the operation of the services, because of radio-wave technology, data transmission, the inherent features of communication networks, network load, or nuisance traffic, for example. Message transmission and data traffic filtering or blocking may temporarily fail.

The services and related software may contain minor technical flaws that do not have a substantial impact on the use of the services or software. The Internet may also cause disturbances in the operation of the services and hardware. Elisa is not able to warrant that all the features of the Customer's terminal device will operate in the Elisa's communication network.

Remedy

The Customer has the primary right to demand that Elisa remedy the defect or make a new delivery. Elisa is not obliged, however, to remedy the defect where Elisa would incur unreasonable costs or inconvenience thereby. Unreasonableness is assessed by taking into account the significance of the defect, the value of the performance under the agreement, and whether the defect can be remedied in any other way that would not cause unreasonable inconvenience to the Customer.

Elisa has the right to remedy the defect at its own cost. The Customer is allowed to deny remedying the defect where the remedy would cause substantial inconvenience. The Customer may also deny the remedying of the defect in a case where there is a risk that the costs incurred by the Customer will not be compensated for, or where the Customer has an especially weighty reason for the denial.

Discount and standard compensation

The Customer is entitled to a discount corresponding to the defect in a case where a remedy or new delivery is not feasible or has not been performed within a reasonable time of the defect notification. The Customer is entitled to standard compensation for a communication service interruption instead of a discount. The amount of the standard compensation for each beginning week, as well as the maximum amount, is laid down in the Communications Market Act. The Customer is not entitled to a discount for the same interruption for which the Customer is awarded standard compensation.

5.3 Damages and loss containment measures

Elisa shall be liable for any direct damage caused to the Customer by a delay or defect, as demonstrated by the Customer. Elisa shall be liable for any indirect damage, such as substantial loss of use or loss of income, only where the loss is due to Elisa's negligence in the performance of the agreement. The Customer shall demonstrate the loss incurred. Elisa shall not be liable for any indirect damage incurred in the course of private use or for any loss due to an act or omission by the Customer or the party using the service. No compensation is awarded for inconvenience alone due to a loss event.

In the event that a loss occurs or becomes imminent, the Customer shall, to prevent further damage, take all action that may be reasonably expected from the Customer to prevent or contain the loss. In a case where the Customer does not take said reasonable action to prevent or contain the loss, the Customer shall be liable for a portion of the damage incurred through the failure to act.

Elisa shall not be liable for the operation of another telecommunications operator or service provider or for any damage caused by them, unless said operator or service provider is Elisa's sub-contractor or Elisa has otherwise assumed such liability, on behalf of its partners, for example.

5.4 Submission of a delay or defect notice

The Customer shall, to invoke a defect, inform Elisa within a reasonable time after the defect was, or should have been, discovered. The Customer shall invoke a delay within a reasonable time after the delivery of the service. Reasonable time is assessed by taking into account, for example, the circumstance of the particular case and the Customer's skills.

The Customer also has the right to invoke a delay or defect at a later date in a case where Elisa has acted with gross negligence or deceitfully, or the communication service does not comply with statutory requirements or the Regulation of the Finnish Communications Regulatory Authority.

5.5 Service defect and defect in hardware

A defect in hardware and in a service other than communication service shall be determined pursuant to the Consumer Protection Act.

Elisa has the right, instead of remedying, to replace or upgrade the equipment leased, the licensed software delivered, and the service supplied. Equipment sold by the Telecommunications Company is to be repaired pursuant to the terms and conditions of the warranty, if any, and the provisions of the Consumer Protection Act.

5.6 Force Majeure

Elisa shall be exempt from the contractual obligation and liability for damage in a case where the non-performance or delay under the agreement is due to force majeure. Force majeure refers to an event or circumstance beyond the control of Elisa which it could not have considered at the time of entering into the agreement. Force majeure may be, for example, network maintenance and building work necessitated by extraordinary weather conditions, a declared national emergency, labour dispute, fire, act of God, discontinuation of energy distribution, laws and regulations, orders by a public authority, equipment or soil construction damage due to a third party, or any other similar loss, and a delivery failure, defect, or delay by Elisa's contractor caused by any of the above. Where performance under the agreement is delayed or impossible due to a reason referred to above, the time reserved for the performance is extended by such time that may be considered reasonable under the circumstances.

The Customer shall be exempt from discharging the duties and obligations under the agreement in the case of force majeure, which may be, for example, a declared national emergency, fire, act of God, discontinuation of payment transfer traffic, or regulation or decision by a public authority.

5.7 Network building and maintenance work

Elisa may, without the Customer's consent, temporarily suspend supply of the services or restrict service use whenever necessary for a reason related to network building or maintenance work or data security. These reasons include, for example, expansion of the communication network, maintenance of relay stations or service operator systems, and prevention of denial-of-access attacks. Elisa shall endeavour to implement any outage at such time that will cause minimum inconvenience to the Customer, and shall inform the Customer thereof, where feasible. Said outage is not considered to constitute a defect in the supply of a communication service or other service.

In a case where the use of the subscriber connection is interrupted for a minimum duration of 48 hours in a calendar month, Elisa shall, at the Customer's request, refund the basic fee on the subscription for the month in question. The Customer is not entitled to a refund for an interruption due to an act of God or any other force majeure event or circumstance. Elisa shall further demonstrate that, using reasonable effort, it could not have been able to remedy the failure within 48 hours. The Customer is not entitled to a refund for a failure caused through negligence by the Customer or third party using the subscriber connection, or through the deficient operating condition of the terminal device or in-house network.

6 LIMITATION OF SERVICE USE OR DISCONNECTION

Disconnection of the subscriber connection refers to the blocking of all services available using the subscriber connection. Usage limitation of the subscriber connection refers to the blocking of one or more services available using the subscriber connection. Use of the telephone subscriber connection can be limited, for example, by allowing the Customer only to receive calls while being able to make only emergency calls and, where feasible, transmit emergency messages.

Customer's rights

The Customer has the right to request usage limitation for the subscriber connection (e.g., by subscribing to a balance limit or barring service) or deactivation of the service in accordance with the service offering and/or price list of Elisa. Where the Customer has allowed a third party to use the service, Elisa may also inform the third-party user directly of the designed usage limitation or deactivation. Elisa has the right to charge a fee for reconnection of the subscriber connection according to the price list.

Elisa's obligation

Where requested, Elisa is obliged to disconnect the subscriber connection or block the use of the telephone in a case where the Customer, user of the connection, the police, insurance company, or another telecommunications operator reports that the terminal device, subscription card, or identifier allowing access to service use has been lost or stolen.

Elisa's rights

Elisa has the right to disconnect the subscriber connection, deactivate a service, or restrict the use thereof, where:

1. the Customer does not pay a due invoice for the subscriber connection within two (2) weeks of sending a past due notice,
2. the Customer does not pay a due invoice for an additional or content service within two (2) weeks of sending a past due notice; in this case the subscriber connection is not disconnected, but the use of said services is deactivated or restricted,
3. the Customer exceeds the agreed usage limit; in this case the subscriber connection is not disconnected, but service use may be restricted,
4. the Customer does not place the deposit or security requested upon entering into the agreement,
5. the police or another competent authority demand disconnection or deactivation
6. the Customer has been declared bankrupt by a court of law, or declared insolvent by a public authority, and the Customer does not place the reasonable security requested,
7. the Customer is indicted of disrupting communications using the subscriber connection, or
8. the Customer does not, in disregard of notice, adhere to the other terms and conditions of the agreement.

Elisa has the right, on the above grounds, to block the use of a telecommunication service through the subscriber connection at the request of another telecommunications operator that uses the subscriber connection for the supply of communication services or that invoices for the services through Elisa, or where Elisa making the request is not able to block the use of the communication service itself.

The Elisa will not disconnect the subscriber connection, where:

1. the total amount of outstanding communication service payments does not exceed EUR 50, or the overdue payment pertains to the use of an additional or content service. In this case, Elisa is allowed to restrict or block the use of the additional or content service,
2. the Customer demonstrates that the payment failure is due to sickness, unemployment or similar reason, and the due payment will be paid within one (one) month of sending a past due notice, or
3. the Customer submits an invoice complaint on the invoice, with associated reasons, and the undisputable portion of the invoice is paid by the due date.

The Customer shall pay the fees under the agreement, such as the basic fee and due user fee, notwithstanding disconnection of the subscriber connection or deactivation or restriction of service use for a reason covered by the Customer or Elisa's obligation.

7 MAINTENANCE AND SERVICING

Elisa is responsible for maintaining the communication network and services so that the agreed service is available to the Customer. Elisa is responsible for the communication network and the services supplied. During repair and maintenance operations, disruptions, and disturbances of short duration may occur in the service, which are not considered to constitute a defect or delay. Elisa shall repair the failures within regular working hours. Failure notices are received at the failure reporting telephone number available on the website and at the Customer Service of Elisa.

The Customer is not allowed, without Elisa's consent, to modify, repair, or service the subscriber connection or service. The Customer is responsible for the in-house network, terminal device, and other hardware, except where it is agreed to the contrary.

8 PAYMENTS

8.1 Price list and fees

The Customer shall pay to Elisa the service fees agreed to separately or the fees applicable to the service under the price list in effect at any given time. The Customer shall be liable for the fees irrespective of whether the Customer uses the subscriber connection or authorises a third party to use the subscriber connection.

Elisa has the right to determine the fees, due dates, invoicing periods, payment methods, and invoice delivery methods unless otherwise required by law. The fees can be collected either in advance or in arrears, as per agreement on the payment term.

Elisa is also allowed to invoice from the Customer a third-party telecommunications operator's or service provider's service fees incurred using the service where agreed on with the telecommunications operator or service provider. The fees will be invoiced according to the valid price list of said telecommunications operator or service provider. The Customer is also liable for the user fees for the services available on the subscriber connection at an additional charge.

Elisa has the right to charge a fixed basic fee for network availability according to the price list or a separate agreement. The basic fees are charged by invoicing period. The basic fee shall also be paid for the duration of service deactivation that is due to the Customer or a reason under the Customer's control or Elisa's obligation.

Service use abroad (such as calls, text and multimedia messages, and other data transmission) will be charged according to Elisa's roaming price list in effect. Further information is available on the website.

Elisa has the right to revise the fees and invoicing bases under the procedure applicable to the amendment and according to the terms and conditions therein (see 11).

8.2 Fees for service changes, and service deactivation and reactivation

A fee under the price list can be charged for a change of a service or identifier ordered by the Customer. Elisa has the right to charge a fee for reactivation of the service subsequent to deactivation due to the Customer or due to a reason under the Customer's control or Saunalahti's duty to deactivate the service. A fee can be charged for lifting any usage restriction or service blocking. No fee shall be charged for lifting a usage restriction related to exceeding a usage limit. A separate fee will be charged for work unrelated to the agreement. Elisa is also entitled to the service fees for the duration of supply interruption for a reason due to the Customer.

A fee independent of the volume of service use will be charged until expiry of the period of notice even when the supply of the service is terminated before this time at the Customer's request.

8.3 Invoicing

The invoice shall be paid on the due date at the latest, using the information on the invoice. The invoice complaint shall be submitted in writing before the due date and the undisputable portion of the invoice shall be paid by the due date. Elisa has the right to charge penalty interest under the Interest Act on the payment delay and, for a past due notice, a fee applicable to the past due notice under the price list. Elisa further has the right to recover reasonable collection costs incurred because of delayed payment.

Where the Customer does not, in disregard of past due notice and service deactivation, pay the outstanding invoice, all receivables from service invoices not yet due shall also fall due with immediate effect.

Elisa can extend the payment term at the Customer's request. Elisa has the right to charge a fee for a payment plan confirmed in writing.

Where the usage limit is exceeded or the total amount of fees incurred during an invoicing period is exceptionally high, Elisa may inform the Customer of the amount incurred or, upon agreement with the Customer, send an invoice outside the regular invoicing cycle.

Elisa shall send the invoice to the invoicing address notified by the Customer. The Customer shall notify the Elisa immediately of a change in the Customer's name or invoicing address. The payments methods available and the related costs are presented in the price list.

Where the Customer makes only a partial payment for the services invoiced through a combined invoice, the Customer shall, before service deactivation at the latest, indicate how the partial payment is to be allocated to the services. Where the Customer does not indicate the allocation, the Elisa has the right to determine how the payment will be allocated to the services.

The Customer or user is entitled, by law, to telephone bill itemisation and to subscriber connection-specific itemisation.

9 PROCESSING OF CUSTOMER INFORMATION

9.1 Processing of Customer information and identification data

Elisa is allowed to process Customer register information for the purposes of Customer relationship management, service development, and marketing in a way described in the register declaration in effect at any given time. The information can be delivered and to a third party under the statutory requirements. The register declarations and principles applicable to protection of privacy are available on the website of Elisa.

The Customer has the right to deny Elisa disclosure of the Customer's Customer information for the purposes of direct advertising, distance selling, or other direct marketing, address enquiries service, or marketing or opinion surveys. Electronic direct marketing operations usually require the Customer's prior consent in writing.

Elisa is allowed to process identification and location data for example for the purposes of service production and use, invoicing, technical development work, and direct marketing in compliance with the laws and regulations in force at any given time. The information to be processed includes, for example, the device type of the mobile phone, other information related to the terminal device, location data of the subscriber connection, and other identification data related to communication and service use, such as subscriber numbers, and the times and durations of established connections. Identification and location data shall be processed only for the duration of the operations required for the purposes listed above.

Elisa has the right to record Customer calls and other similar Customer communication, such as marketing calls. Elisa may use the recordings to verify business transactions, sort out complaints, monitor quality, and for training purposes, for example.

9.2 Directory information and directory enquiries services

Unless agreed to the contrary, the basic information on the Customer and the telephone subscriber connection are published, by Elisa or a third-party service provider, in a telephone number directory, other subscriber directory, and various directory enquiries services. The information can also be disclosed to a third party. The Customer has the right to refuse, in full or in part, publication of the Customer's information in a telephone directory or directory enquiries service. The Customer also has the right to refuse delivery and disclosure of the Customer's information to a third party. The Customer has the right to request, without further charge, that the Customer's information be rectified or removed.

Where an error in the information in a printed directory or directory enquiries service is due to Elisa's negligence, Elisa shall select either to rectify the error as it sees fit or to compensate the Customer for the reasonable costs incurred through error rectification and notification. An error contained in a printed directory shall be rectified in the immediately subsequent directory.

9.3 Display of the telephone number

The Customer can block, permanently or call-specifically, the display to the recipient of the Customer's number and the number to which the calls are being transferred. The Customer can also block the display to the Customer of the number of incoming calls.

A secret number may, despite blocking, be displayed to the recipient in a text message or message based on data transmission (such as WAP and multimedia messages), and in foreign telephone traffic.

10 ASSIGNMENT OF THE AGREEMENT

The Customer is not entitled to assign the agreement to a third party without Elisa's prior consent in writing.

Elisa has the right to assign the agreement, in full or in part, within Elisa's group of companies or to a third party to whom the business to which the agreement pertains is assigned. Elisa or the assignee entity shall inform the Customer of the assignment of business in good time in advance of the assignment coming into effect.

Elisa has the right to assign the receivables from the agreement to a third party. After having been notified of the assignment of receivables, the Customer can make a valid payment only to the assignee.

11 AMENDMENT OF THE TERMS AND CONDITIONS OF THE AGREEMENT

11.1 Amendment of the terms and conditions, services and fees

Elisa has the right to amend the terms and conditions, service features, and fees in a way that is not detrimental to the Customer.

Elisa has the right to amend, to the detriment of the Customer, the terms and conditions of a service agreement that is valid until further notice, and associated service features and fees in a way that does not change substantially the content of the agreement as a whole in a case where the amendment is due to:

- reorganisation or alignment of contractual, pricing, or Customer Service arrangements, such as business entity and business operation arrangements;
- changes in key production costs or cost structure;
- changes due to services provided by a third party, such as termination or amendment of a service supply contract;
- Elisa discontinuing production of a service or feature;
- changes in network interconnect traffic procedure;
- development or modernisation of services or communication networks, such as replacing obsolete technology;
- protection or enhancement of the protection of privacy or financial security of a Customer or Customer group;
- technical system upgrades;
- significant and unexpected changes in traffic volume or structure;
- substantial and permanent changes in the market situation or service demand; or
- securing the continuity of operation or the assurance of service level, such as preparing for exceptional circumstances, or maintenance, development, or modification of data protection or data security.

Elisa is allowed to amend the section(s) affected directly or indirectly by the underlying reason for the amendment.

Furthermore, Elisa has the right to amend, to the detriment of the Customer, the terms and conditions of an agreement valid until further notice and the associated service features and fees for a reason related to a substantial change in the circumstances.

Elisa has the right to amend, to the detriment of the Customer, the terms and conditions of a fixed-term agreement and the associated service features and fees also in a case where the underlying reason for the amendment is related to an amendment of law or regulation, or to a decision by a public authority, such as a revision of taxes or other public fees and charges that has an impact on the agreed service price.

Elisa further has the right to amend the terms and conditions, services, and fees in a minor way that has no impact on the core content of the agreement. These amendments include, for example, measures influencing the technology used in the services or the visual appearance of the service.

Where an amendment due to an unforeseeable reason independent of Elisa necessitates changes in the Customer's hardware or software, and the Customer wants to continue using the service, the Customer shall implement said changes at its own cost.

11.2 Notification of the amendment of the terms and conditions, services and fees, and the consequences thereof

Elisa shall notify the Customer of an amendment made to the detriment of the Customer in the terms and conditions of the communication services agreement or the services or fees, the grounds thereof, and the Customer's right to give notice to terminate the agreement, no later than one month before the amendment enters into effect in writing (e.g., in connection with an invoice), electronically or via e-mail. Where the amendment is based on an amendment of a law or regulation, or a decision by a public authority, Elisa has the right to implement the amendment simultaneously with the entry into force of the amendment of the law or regulation or decision by a public authority. Elisa shall notify the Customer of an amendment made to the benefit of the Customer, or an amendment pertaining to a service other than a communication service, in each case separately and in an appropriate and effective way.

The Customer has the right to give notice, within one (1) month of having been notified of the amendment and in no event later than three (3) months after the entry into effect of the amendment, to terminate the agreement with immediate effect for the part of the service affected by the amendment. The new terms and conditions shall be applicable to the service as of the entry into effect thereof, unless the Customer gives notice to terminate the agreement with immediate effect within one (1) month of having been notified of the amendment.

The Customer does not have the right to give notice in a case where the amendment is made to the benefit of the Customer.

12 TERMINATION OF THE AGREEMENT

12.1 Termination by way of notice

Unless agreed to the contrary, the contract shall be valid until further notice. The Customer has the right to give notice, either orally or in writing, to terminate a communication service agreement after expiry of a two-week (2) period of notice. Elisa shall send the Customer a written confirmation of the termination by way of notice. The Customer has the right to give notice to terminate an agreement other a communication service agreement after the expiry of a one-month (1) period of notice.

A fixed-term agreement cannot be terminated by way of notice during the term of the agreement. The Customer nevertheless has the right to give notice to terminate a fixed-term agreement after the expiry of a two-week (2) period of notice in a case where the Customer experiences difficulty in payment due to sickness, unemployment, or a similar reason beyond the Customer's control, or where continuation of the contractual relationship would otherwise be unreasonable in consideration of the Customer's circumstances. Elisa has the right to recover the terminal device delivered in connection with a linked transaction.

Elisa has the right to give notice to terminate an agreement that is valid until further notice after the expiry of a one-month (1) period of notice, unless otherwise required by peremptory law. For discontinuation of service production, see 12.4.

12.2 Revocation

The Customer has the right to revoke the agreement on the grounds of a defect or delay due to Elisa in a case where the breach of agreement is substantial. Revocation of the agreement can pertain only to the service affected by the defect or delay.

Elisa has the right to revoke an agreement for a telephone subscriber connection by notifying the Customer in advance in a case where:

- the telephone subscriber connection has been disconnected for a reason other than the Customer's request (see 6.1) for a minimum duration of one (1) month and the reason for disconnection has not been eliminated, or
- the Customer has been sentenced for disrupting communications using a telephone subscriber connection.

Elisa has the right to revoke an agreement other than an agreement for a telephone subscriber in a case where:

- service use has been deactivated for a reason other than the Customer's request (see 6.1), or because of network repair operations that last for a minimum duration of one (1) month when the reason for deactivation has not been eliminated;
- the Customer is declared insolvent, and does not place the deposit or acceptable security requested by Elisa;
- a public authority has found that the Customer has intentionally prevented or disrupted communications, or
- the Customer is in substantial breach of the agreement and does not, in disregard of notice, remedy the breach.

The Customer and Elisa each have the right to revoke a service agreement other than an agreement for a telephone subscriber connection in a case where:

- the duration of interruption of performance due to force majeure exceeds three (3) months, or
- the service cannot be delivered within a reasonable time because a precondition of delivery under section 3.2 is absent.

The revocation notice by Elisa shall be in writing.

12.3 Recovery of equipment and refunds upon termination of the agreement

The Customer shall return, upon termination of the agreement, the devices owned by Elisa and other property subject to licence, in the same condition as at the moment of delivery, allowing for normal wear and tear. Where the Customer has leased a device from Elisa, termination of the service agreement related to the device, and termination of service invoicing, requires, in addition to the provisions under section 12.1, that the device is also returned in compliance with the guidelines issued by Elisa.

Elisa shall refund all advance payments made by the Customer to the extent that the payments pertain to the time after the termination of the agreement, providing that the termination of the agreement is not due to the Customer being in breach of the agreement. Elisa is not required to refund for unused free telephone time or so-called package priced payments paid in advance. Upon termination of the agreement, Elisa has the right to set off any receivables from the Customer against a refund to be made to the Customer.

12.4 Discontinuation of service production

Elisa has the right to discontinue production of a service or service feature included under an agreement that is valid until further notice or a fixed-term agreement. The Customer has the right to give notice to terminate an agreement with immediate effect in a case where the discontinuation is to the detriment of the Customer. In the case of a substantial change, Elisa shall give notice to terminate the agreement by notifying the Customer in a reasonable time in advance of, and in any event no later than one month before, termination. Reasonable time is determined according to the service.

13 CONTACT INFORMATION AND NOTICES

The Customer shall ensure that Elisa has up-to-date information on the Customer and on any user authorised by the Customer. The Customer shall send all written notices relating to this agreement to the address or e-mail address indicated in the agreement or provided subsequently. A notice sent by the Customer via mail shall be considered to have been notified to Elisa on the seventh (7) day after sending, and a notice sent via e-mail on the business day immediately after sending.

Elisa shall send all notices relating to this agreement to the address or invoicing address provided by the Customer, or to the e-mail address or mobile phone number in compliance with the agreement. A notice sent by Elisa via mail shall be considered to have been notified to the Customer on the seventh (7) day after sending, and a notice sent via e-mail or to the mobile phone number on the business day immediately after sending. Elisa shall notify the Customer of any payment failures and other breaches by a user authorised by the Customer.

The contact information of Elisa is indicated in the agreement or other document issued to the Customer.

14 MISCELLANEOUS TERMS AND CONDITIONS

The agreement between the parties is specified in the agreement document and its appendices. Should a conflict arise in the agreement document, the following order of interpretation shall apply:

- The original agreement document, and the campaign terms, if any
- Service-specific special terms
- The price list, and
- General Terms and Conditions

In the event that a provision is found to be invalid or unenforceable, the other provisions of the agreement shall remain valid. The agreement shall be governed by the law of Finland.

15 DISPUTES

The Customer shall bring action against the Elisa either before the District Court of the Customer's domicile or before the District Court of the Elisa's registered domicile. The Elisa shall bring action against the Customer before the District Court of the Customer's domicile. The Customer also has the right to refer a dispute arising from this agreement to the Consumer Disputes Board. The decisions issued by the Consumer Disputes Board are recommendations only.

16 VALIDITY OF THE TERMS AND CONDITIONS

These terms and conditions take effect on 25 May 2011 and are valid until further notice. These terms and conditions replace Elisa's general terms and conditions for consumer customers. As of 1 September 2011, these terms and conditions shall also be applied to agreements signed prior to the entry into force of these terms and conditions. The terms and conditions are available from the Elisa free of charge.