

Elisa's General Contractual Terms and Conditions for Consumers 2008-02-01

1. General

1.1 These general contractual terms and conditions are applied to the delivery of Elisa's services to its Customers. The services can include subscriptions, other Elisa communication services, and also any applicable parts of other services. These contractual terms and conditions are appended to agreements between the Customer and Elisa and are applied unless the Customer and Elisa agree otherwise. In addition to the application of these terms and conditions, any potential service-specific clauses and campaign terms are also applied. The documents will take precedence in the order in which they appear below:

1. Agreement
2. Special terms or clauses
3. Campaign terms
4. General terms and conditions
5. Price list

1.2 In these terms and conditions, "Customer" refers to a physical person (consumer customer), who is acquiring Elisa's services as an end user. "Communication Service" refers to a subscription or other service for a communication network. "Fixed-line subscriptions" refers to broadband or landline subscriptions.

1.3 The mobile network also allows the use of services other than Elisa's services. These terms and conditions do not pertain to services that Elisa has not produced itself nor is Elisa liable for these services.

2. Agreement

2.1 "Agreement" refers to the agreement between the Customer and Elisa for a service or service package, unless otherwise agreed upon.

2.2 Elisa reserves the right to transfer the Agreement within the Elisa Group and to any party acquiring its business operations. In addition, Elisa reserves the right to transfer its contractual receivables to a third party. The Customer may not transfer this Agreement without the consent of Elisa.

2.3 Elisa can authorise a third party in writing to sign the Agreement on its behalf.

2.4 The Agreement between the Customer and Elisa takes effect once Elisa or an individual authorised by Elisa has accepted the Customer's order or subscription agreement. The Agreement is valid until further notice or for a specific contractual term. The Customer and Elisa shall sign a subscription agreement in writing or in another comparable manner electronically approved by Elisa for the subscriptions to be opened.

2.5 Elisa reserves the right to check the Customer's credit record before signing the Agreement and to demand a reasonable advance payment for fees in accordance with the Agreement or a deposit due to a lack of means or impending lack of means or if Elisa has reasonable cause to believe that

the Customer will not pay what he or she owes. The following factors are some of the factors that entitle Elisa to demand a deposit or advance payment: the Customer's credit history shows a record of payment problems, the Customer's credit record cannot be attained at a reasonable cost, the Customer has been declared bankrupt, procedures have been brought against the Customer to declare him or her bankrupt, an authority has declared the Customer insolvent, or for some other particular reason.

2.5.1 Elisa may agree with the Customer on replacing the deposit or advance payment in full or in part by restricting the usage of the subscription. Elisa may also agree upon an access limit with the Customer. If the Customer exceeds that limit, then Elisa may limit the Customer's use of the subscription once the access limit has been exceeded, the Customer's monthly fee is about to exceed EUR 300 or is unusually large compared to the previous invoice. The procedure to be followed if the access limit has been exceeded is covered in more detail in section 8.6.

2.6 Elisa will deduct the amount due, including interest on the overdue payment and any collection fees, from the deposit. Elisa does not pay interest on any deposits or advance payments made. Elisa may agree upon restricting the use of the subscription with the Customer in place of a deposit or advance payment.

2.7 Elisa reserves a subscription number for each subscription. Customers have the right to retain their subscription number without having to pay an additional fee to Elisa when switching to another telecommunications company as stipulated in more detail by the authorities.

2.8 The Subscriber Identification Module (SIM) card for the subscription that includes the international customer identification code remains the property of Elisa regardless of the type of customer relationship.

2.9 Data connections for mobile communications are a basic feature of the mobile communication subscription and are available to all of Elisa's mobile phone subscription customers. The prices of basic features are set in accordance with the basic pricing model if no other pricing model has been ordered for the service.

3. Service, delivering and closing

3.1 Elisa shall deliver the service at the time agreed upon, unless prevented from doing so by an event that is outside the control of Elisa and that can be considered force majeure (cf. section 4.9). The delivery time for a broadband subscription is a minimum of four (4) weeks, unless otherwise agreed upon.



- 3.1.1 The latest communication networks and/or services are not available nationwide from the beginning (of the service?). A delay will occur when connecting additional services to a mobile communication subscription. Elisa has the option of sending the Customer the required terminal device settings for a mobile service. In addition, the Customer can elect to download the settings in accordance with the instructions provided on Elisa's website. The Customer then saves the settings on the terminal device.
- 3.1.2 The delivery of a fixed-line subscription depends on there being no reason(s) caused by a third party preventing the delivery or that the Customer has taken care of the following:
- the delivery address has an electrical and internal cabling network that is sufficient for the intended use and the devices used with the subscription comply with the regulations on devices to be connected to the communication network and electrical safety,
 - the facilities and the devices that are the responsibility of the Customer are sound,
 - the Customer has the required rights to the software associated or to be associated with the products; Elisa is, however, liable for the licence of the software included in the service agreed upon,
 - free passage to the spaces required for delivery,
 - Elisa has been provided with correct and sufficient information to deliver the product well in advance,
 - any possible licences or permissions are obtained without undue difficulty or via a normal application procedure, the cost of which the Customer is responsible for,
 - no extra work is required to install the subscription due to a remote location, difficult terrain or other similar reasons.
- 3.1.3 The Customer shall connect his or her terminal device or data system to the data security service by installing the software he or she received from Elisa on the terminal device or computer. The right to use the software that the Customer has received in order to use the service is limited to the terms of the contract. Copying and distributing the software is forbidden. The Customer shall accept the current terms and conditions of the licence(s) of the software manufactures when starting to use the data security system and shall agree to comply with them.
- 3.2. The Customer must immediately check that the device, service or telecommunications link works. Complaints must be lodged within a reasonable amount of time.
- 3.3 Elisa can close the Customer's subscription or other communication service in full or in part or can refuse to reopen a subscription or communication service that it has already been delivered to the Customer if:
- 3.3.1 The Customer has not paid the amount due for the communications service for the Elisa subscription or service within two (2) weeks of having been sent a collection letter. Elisa will not, however, start to close the subscription if:
- the amount due is less than EUR 50; 4) the Customer proves that the neglect to pay is due to illness, unemployment or other comparable reason beyond his or her control, and the amount due is paid within one (1) month of the date on which a collection letter was sent;
 - the Customer has lodged a free-form complaint about the invoice, which is still being processed and the undisputed part of the fee has been paid by the deadline or the complaint is clearly without merit.
- 3.3.2 the Customer has been declared bankrupt or insolvent and does not pay a reasonable security. Instead of closing the subscription, Elisa also has the right to restrict its use. 3.3.3 Despite requests to refrain from doing so, the Customer:
- uses a malfunctioning or unapproved terminal device, in which case, Elisa can technically block the use of the terminal device itself within the communication network.
 - continues disrupting the communication network, the service or another user via Elisa's service.
 - violates the following contractual terms: repeatedly reports that his or her SIM card has been lost in circumstances that he or she could have influenced (carelessness) or the service has been opened or it is being used with inaccurate or incomplete data or no confirmation is forthcoming from the Customer that could be used to clarify an essential contractual matter.
 - continues to violate contractual terms, the contract or other conditions or provisions based thereon that will become applicable in the future.
- 3.3.4 The police or some other competent authority so requests.
- 3.4 Elisa can prevent services other than the communication service from being used if:
- 3.4.1 the Customer has not paid the amount due for this service within two (2) weeks of having been sent a collection letter.
- 3.4.2 For any or all of the reasons referred to in sections 3.3.2–3.3.4.
- 3.5 When closed or the service is blocked, the Customer cannot use the services, but a monthly fee will still be charged for the services.
- 3.6 A fee in accordance with the price list will be charged for reopening or removing the restriction.
- 3.7 The Customer can request that his or her subscription be closed or a service interrupted in full or in part for the amount of time that he or she would like according to Elisa's range of services. Any request to close a subscription must be made in writing and it must be submitted to Elisa no later than one (1) week before it should be closed. 3.8 If the Customer, a service user that Elisa has been notified of, the police, an insurance company or another telecommunications operator has notified Elisa that the terminal device, subscription card or password/account that entitles said individual to use the service has been stolen or lost, Elisa will close the service or prevent the use of the terminal device. The Customer's liability for anything else besides the monthly fees for the service is verifiably over once Elisa has received the aforementioned notification. The Customer must send a copy of the police report within two (2) weeks of the notification being submitted for further processing.
- ## 4. The Customer's rights
- 4.1 The Customer has the right to use Elisa's services in the fashion stipulated in the Agreement, these terms and conditions, product description, user guide and any service-specific terms and conditions stipulated in the special or

campaign terms and conditions.

- 4.2 The Customer has the right to assign his or her Elisa subscription to a third party. The Customer is, however, responsible for all obligations listed in the subscription agreement. If the Customer has provided the information of a third party as his or her billing address, this party has the right to receive data on invoice specifications in accordance with the law and to make changes subject to a charge for the subscription unless the Customer has informed Elisa that the third party is forbidden from doing so. In addition, any user that the Customer has informed Elisa of can make changes subject to a charge for the subscription unless the Customer has informed Elisa that that user is forbidden from doing so.
- 4.3 The Customer has the right to forbid Elisa from submitting his or her information for the purposes of direct advertising, telemarketing, other direct marketing, directories and market and opinion surveys.
- 4.4 At the request of the Customer, Elisa will prevent the subscription from being used in accordance with the range of blocking services. A fee according to the price list is charged for removing the blocking service. Blocking the ID of the calling connection only works in telephone services. When using the WAP service, the user's mobile phone number is forwarded to the service provide from Elisa's system. Blocks to service numbers must be ordered separately for telephone calls and SMS messages. Service number blocking does not prevent the use of transaction and entertainment services using the Internet and/or WAP services.
- 4.5 Devices sold will be repaired in accordance with the warranty provided by the manufacturer for the device and consumer protection. The devices must be checked and complaints must be lodged about any defects without delay once the device has been delivered. If the defect is caused by insufficient maintenance, it being used in contradiction to the instructions or some other reason caused by the Customer, Elisa is not obligated to repair it.
- 4.6 The delivery of the communication service will be delayed if the service is not delivered on the agreed date and this is not due to the Customer or any circumstance related to the Customer. If the delivery date of the service has not otherwise been agreed upon, the delivery is delayed if the communication service has not been delivered within a reasonable amount of time once the Agreement has been signed.
- 4.6.1 The Customer shall pay the fees based on the communication service agreement only once the connection is available for use. Once the service has been connected, the Customer has the right not to pay the portion of the security fee equivalent to the amount of compensation due to the delay.
- 4.6.2 If the delivery of the communication service is delayed, the Customer is entitled to standard compensation, which is EUR 15 for each week of delay to a maximum of EUR 120. The Customer is not entitled to standard compensation if Elisa has proven that the delay is caused by circumstances beyond its control that it could not have reasonably been expected to foresee when the Agreement was signed and the consequences of which it could not have reasonably been expected to avoid or overcome.
- 4.6.3 The Customer may not claim a delay, unless he or she has notified Elisa of it within a reasonable period of time after the delivery of the service. The Customer may claim a delay if Elisa has operated with gross negligence or in a dishonourable and unworthy fashion.
- 4.6.4 The Customer may terminate the communication service agreement because of a delay caused by Elisa if the breach of contract is significant.
- 4.7 The delivery of the communication service is erroneous if the quality or delivery method of the communication service does not correspond to that which was agreed upon.
- 4.7.1 The Customer has the right to demand that Elisa rectify the error or renew the faulty service delivery without said Customer incurring any costs. Elisa is not, however, obligated to rectify the error if it would cause it to incur unreasonable costs or if it would create an unreasonable disadvantage to do so. Even if the Customer does not require the error to be rectified or a new delivery, Elisa may, at its own cost, do so if it offers to do so without delay from when the Customer notified it of the error. The Customer may refuse the rectification of the error if it causes him or her substantial inconvenience, the risk that costs incurred by the Customer will not be compensated for, or if there is some other particular reason for said refusal.
- 4.7.2 If rectifying the communication service error or a new delivery is not possible or Elisa does not rectify it in a reasonable time once the Customer has notified it of said error, the Customer is entitled to a price reduction corresponding to the error. The Customer is entitled to standard compensation if the error is due to an interruption in delivery. The standard compensation is EUR 15 for each interruption week, to a maximum of EUR 120. If the Customer is paid standard compensation, he or she is not entitled to a price reduction for the same interruption.
- 4.7.3 The Customer may not claim an error if he or she does not immediately notify Elisa of said error upon detecting it or when he or she should have detected it. The Customer may claim an error if Elisa has operated with gross negligence or in a dishonourable and unworthy fashion or if the communication service does not correspond to the requirements stated under the legislation in force or in standards issued based on said legislation by the Finnish Communications Regulatory Authority.
- 4.7.4 The Customer may terminate the communication service agreement because of an error caused by Elisa if the breach of contract is significant.
- 4.8 Elisa will compensate the Customer for any direct damages caused by a service delay or error. For indirect damages, however, it will only compensate the Customer for financial losses stemming from Elisa's negligence in carrying out the Agreement. The Customer is responsible for proving damage done. Under no circumstances is Elisa responsible for indirect damage caused to the Customer, nor for damage that is due to the reasons listed in section 7.2, unpaid services, or damage caused by the actions of the Customer or those using the service. Compensation will not be paid solely for inconvenience(s) caused by the damaging event.
- 4.9 Elisa is released from its contractual obligations and the duty to pay compensatory damages if the contractual obligation has been prevented or delayed from being fulfilled due to an event that would exonerate it from doing so. This would

occur when Elisa is prevented from fulfilling its contractual obligations because it would be unreasonably difficult to do so or due to force majeure, which refers to a situation that was unforeseeable when the Agreement was signed and that is beyond the control of Elisa. These situations could include national states of emergency; industrial actions; fires; natural disasters; interruptions in the energy supply; ordinances or official regulations; digging damage, device damage or some other damage caused by a third party; and any defective subcontractor deliveries resulting from the aforementioned situations. If meeting the obligations of the Agreement is delayed for reasons previously mentioned in this section, the time to complete the obligation will be delayed for as long as is considered appropriate when taking into account all conditions related to the case.

- 4.10 Elisa is also not responsible for the operations of other telecommunications companies or service providers, or for damage caused by these parties. Elisa is not responsible for the content of communications received or relayed through the mobile subscription. Elisa is not responsible for making sure that all of the features of the Customer's data terminal equipment are available within Elisa's mobile network.
- 4.11 These terms and conditions do not infringe on the rights that the Customer is entitled to under imperative legislation.
- 4.12 Elisa supplies directory information on its Customers' subscription numbers and passes it on to directory services. Customers have the right to have their name and address, in addition to their phone number, in the directory free of charge. Customers may change or delete any information entered in the directory by announcing this in writing or by forbidding the information from being published.

5. The Customer's obligations

- 5.1 The Customer must comply with the provisions of the Agreement and the terms and conditions of the Agreement, as well as the special terms and other terms and conditions that are part of the Agreement. When using the service, the Customer must also comply with official provisions on data security and the use of terminal devices.
- 5.2 Elisa is not liable for any malfunctions or disturbances caused by the terminal device, its use or any resulting consequences. If the Customer uses Elisa's SIM card in other countries, he or she must comply with the laws, regulations and provisions for mobile telephone networks in those countries.
- 5.3 The Customer must notify Elisa without delay of any changes to his or her invoicing address. In addition, name changes must also be announced at once. These notifications and announcements must be made in writing. Elisa will send all bills, announcements and newsletters related to the Agreement to the invoicing address stated by the Customer.
- 5.4 The Customer may only connect his or her Elisa SIM card to a terminal device that has been approved in the appropriate fashion. He or she must take care of the condition of the terminal device. Malfunctioning or broken devices may not be used within the communication network. If, however, the Customer uses terminal devices that are defective or cause a disturbance, he or she shall be liable to compensate for any damage incurred when trying to find the problems and narrow them down as well as any damage a third party may suffer as a result of them.

- 5.5 The Customer is responsible for the protection and data security of his or her own mobile phone, computer and other data system. The Customer uses the data security service at his or her own risk and is responsible for maintaining his or her own terminal device, computer, information system, LAN or other such IT device or system and any actions that need to be taken in order to use the service.
- 5.6 Emergency phone calls can be made in services that can be used to make telephone calls and receive them through a broadband subscription. Emergency telephone calls will be directed to a regional emergency exchange based on the location that the Customer has announced it will be used in. When the Customer changes the place in which the service will be used in, he or she must report this change to Elisa so that the rules for directing his or her emergency calls can be updated.
- 5.7 The Customer is responsible for ensuring that any material he or she has sent or is sent through his or her service does not disrupt the network or other network users and that it does not violate good practice (incl. sending bulk e-mail messages), legal or official provisions or the instructions provided by Elisa.
- 5.8 The Customer cannot sell, transfer or otherwise reassign his or her broadband service or part thereof as part of his or her own service or product, nor can he or she resell the services that he or she has purchased without the express written consent of Elisa.
- 5.9 The Customer may not relay third-party traffic through his or her broadband subscription to other services nor can he or she share Internet services with third parties without having agreed upon this in advance with Elisa. Unless the Customer has explicitly agreed upon it with Elisa, he or she cannot run servers on his or her broadband subscription or use the network service to provide services for broadband and/or Internet service users attaching service devices and/or applicants to the telecommunications link.
- 5.10 Mobile data connections may not be used for peer-to-peer traffic or other similar types of file distribution.

6. Elisa's rights

- 6.1 The phone numbers and other IDs for using the service are released to the Customer only for the use agreed upon. Once the Agreement has been terminated, the Customer no longer has any right to them, unless otherwise agreed upon. Elisa is entitled to change the call number of the subscription or the service and other IDs. Any changes will be announced at least six (6) weeks in advance. Elisa is entitled to let a third party use the numbers for the subscriptions and services, e.g., telephone numbers, IP addresses, etc., if the Customer has not used them in the last six (6) months.
- 6.2 In the service that enables phone calls to be made and received through the broadband subscription, voice and signaling is unencrypted. If phone calls are made or received from a service other than through Elisa's broadband subscription, the telephone traffic travels unencrypted over the public Internet.
- 6.3 Elisa may take measures that affect the technology and use of its services and SIM cards.
- 6.4 Elisa is entitled to provide the services listed in the contract

in the way it best sees fit. Elisa has the right to stop producing the service or its feature(s) or to change or add its features if it deems this to be justified because of cutting back or harmonising services or for some other such reason related to service development (cf. also 11.2). Elisa is not responsible for any limitations on service usage abroad.

- 6.5 Elisa has the right to decide upon the regional scope of the mobile and broadband network, as well as upon the features it offers. If the scope of the mobile network is significantly reduced, Elisa will notify those Customers who have announced that they reside in the region affected by the reduction well in advance of the changes taking place (cf. also 11.2).
- 6.6 Elisa is entitled to temporarily interrupt the service provision or to restrict its use for as short a time as possible and during a point in time when it would disturb as few Customers as possible for construction or maintenance. Elisa shall inform the Customers of the interruption beforehand, if it is reasonably possible and taking into account the duration and time of the interruption and service quality. If the subscription is, for this reason, unavailable in the region used by the Customer for longer than 48 hours during one (1) calendar month and the interruption in the service has not been caused by a situation that would discharge it from its liability, the actions of the Customer or another person using the subscription or the terminal device, Elisa will compensate the Customer for the subscription's monthly fee for that month at the Customer's request.
- 6.7 Elisa reserves the right to immediately interrupt and block bulk e-mail messages and other disruptive network use without prior notice.
- 6.8 Any telephone calls made between the Customer and Elisa's Customer Service are generally recorded. Elisa uses the recordings to prove business transactions, e.g. orders, for training purposes in accordance with official instructions and for corporate security requirements.
- 6.9 Elisa uses the communication ID data of the Customer service implementation, invoices, customer service, data security management for the services, the technical and commercial development of services and marketing planning.
- 6.10 If the SIM card is in the possession of a lost property office or some other organisation whose purpose is to return lost items to their owners as cited in legislation on lost property, Elisa has the right to hand over said information about the owner or user of the mobile subscription and his or her contact information to said office. This only applies if the information is of help in returning the SIM card or mobile telephone to its owner, and the Customer has not forbidden Elisa from handing over said information and also possibly to close the subscription.
- 6.11 Elisa has the right to prevent the use of any data terminal device that has been reported stolen in Finland or some other country.
- 6.12 Elisa is entitled to remove any material that an authority, a third party or Elisa justifiably deems illegal from the network or to deny access to any websites that the authorities have notified it about.

7. Elisa's obligations

- 7.1 Elisa shall ensure that its communication network and services are in proper working condition in accordance with the terms and conditions stipulated in these terms and conditions. Elisa shall ensure that problems are fixed within normal working hours.
- 7.2 Due to the features of radio technology, data transfer and general information networks, the performance of the services may show dead zones and local or temporary telecommunication interruptions or lag. The service and its related software might contain minor technical flaws that do not significantly affect the use of the service or software.
- 7.3 Elisa is not responsible for the erroneous or insufficient settings of the Customer's terminal device or the otherwise problematic performance of his or her terminal device.
- 7.4 The technical features of the mobile data connections (e.g., coverage area and data transfer speed) are set in accordance with the technology used. A suitable terminal device is required to use the service. Elisa does not guarantee a specific data transfer speed or service level for mobile data connections. By nature, mobile data communications are "yielding", so data transfer may temporarily slow down or be interrupted when more network capacity is required for other services. Elisa reserves the right to prioritise other data transmission traffic within the network compared to mobile data connections.
- 7.5 The service, which enables phone calls to be made and received through the broadband subscription, is not implemented in the fixed general network or mobile network, so the quality and properties of speech may deviate from the quality and properties of the voice and data transfer services implemented in the aforementioned networks. The quality of the service can be affected by the band for data communications required by the Customer's other applications. It is possible that the downloading or uploading of large files will reserve the entire data communications band and thus prevent the service from obtaining the capacity it needs. The service requires electricity (230 V) to work. The service does not work during power failures. If the Customer's broadband subscription does not work, is closed or stored, the service will not work.
- 7.6 The speeds stated for the broadband subscription are maximum speeds. The actual speed of the subscription is affected by the location of the Internet service on the Internet, the network load and the distance from the centre, in addition to the applications being used and the devices' features.
- 7.7 For the data security service, Elisa shall ensure the usability of its telecommunication network and service update server to the best of its ability. Elisa is not responsible for any problems in the public Internet that may disturb service updates, or of interruptions, interferences or other disturbances not caused by Elisa that occur on the Internet service provider's servers or connections and may interfere with using the service.

8. Payments and Invoicing

- 8.1 Elisa shall decide on the price, pricing structure and invoicing periods of the services.
- 8.2 Elisa shall invoice the Customer for the services and their usage at prices that are in accordance with the current price list. Elisa may also charge the Customer for payments to other network operators and service providers used via Elisa's service, if Elisa has agreed to this with said network operators or service providers.
- 8.3 Elisa is entitled to change the fees stipulated in section 8.2. (cf. also 11.2). If the change will cause the Customer to incur more cost, the fee change must be announced no later than one (1) month before the change takes effect. The announcement will be sent in writing to the address that the Customer used for invoicing at the beginning of the previous invoicing period. Elisa will not make a separate announcement for changes related to official fees such as changes in taxation or new official fees.
- 8.4 Invoices must be paid by their due date. Elisa will announce the invoices' due dates beforehand in the previous invoice. Any complaint about the invoice must be lodged in writing before the due date. If a payment is overdue, Elisa has the right to charge interest on the overdue payment. This interest will start to be collected on the invoice's due date. An additional fee in accordance with the price list will be charged for any collection letters that are sent concerning overdue payments. Interest on overdue payments will be charged in accordance with the Interest Act. In addition, Elisa has the right to charge a reasonable amount of collection fees caused by the overdue invoice. If someone other than the Customer has been declared as the person who will pay the invoices, Elisa has the right to notify the Customer of any delays in payment.
- 8.5 If the Customer exceeds the agreed upon credit or access limit, or an unusually large amount of fees accumulate during the invoicing period, Elisa may send the Customer an invoice that differs from the invoicing date that has been announced. If this type of invoice is not paid, it does not constitute a breach of contract.
- 8.6 Elisa monitors any invoicing anomalies and if the access limit is exceeded (cf. 2.6.1), Elisa has the opportunity to restrict the use of the subscription. Elisa will try to contact the Customer to ensure that the subscription is not being used wrongfully and that the Customer is prepared to pay the upcoming invoice. Elisa shall call the Customer in advance and if the Customer is not available, shall send an SMS message about the access limit and provide instructions on how restrictions in using the subscription can be avoided.
- 8.7 Detailed itemisations for payments based on the amount of use shall be ordered no later than six (6) months from the date of the invoice; a separate fee will be charged for these itemisations.
- 8.8 The prices indicated in Elisa's price list are not valid outside of Finland, unless this is otherwise indicated in the price list. Calls made and received abroad as well as SMS messages sent and received will be charged for according to Elisa's price list at that point in time. The use of other services, e.g., data connections and sending and receiving MMS messages, will be invoiced at the prices set by the foreign operator.

The price information Elisa provides for foreign operators provide an indication of these prices and do not bind Elisa.

- 8.9 Telephone calls made to national corporate numbers are charged in accordance with the price list of the supplier of the corporate number. Price information has been compiled and is available on FICORA's website in Finnish at www.ficora.fi (Yritysnumeroihin soittamisen hinnat). 8.10 The fee for the connection will begin accruing once a technical connection has been made. If the connection is being used to obtain a service from the other party in the connection, obtaining the service is not required in order for a charge to be levied for the connection.

9. Termination of the Agreement

- 9.1 The Customer may terminate his or her Agreement. The notice period for indefinite telephone subscription agreements is two (2) weeks. An indefinite agreement for a broadband subscription and its additional services will end one (1) month from the end of the notice period, unless otherwise agreed upon. The notice period for other services is one (1) month, unless otherwise agreed upon. Notice is given either orally or in writing.
- 9.2 The Customer may not cancel a fixed-period agreement and said Customer's telephone number cannot be ported to another telecommunications operator during the contractual term. The Customer may, however, cancel the Agreement when he or she has ended up in financial straits through no fault of his or her own, e.g., due to a serious illness or unemployment. If the Agreement has been signed for a fixed period and the Customer does not want the Agreement to continue, he or she can terminate the Agreement (notice period, cf. 9.1). 9.1). If the Customer does not terminate the Agreement, it will continue until further notice. Under the special terms of the Agreement, the Customer may, however, be able to renew the Agreement for a new contractual term or to select an automatically renewing agreement.
- 9.3 Elisa is entitled to terminate the Customer's Agreement(s) in full or in part if:
- 9.3.1 The Service has been down for the reasons referred to in sections 3.3 or 3.4 for at least one (1) month and the reason for it being down is still ongoing.
- 9.3.2 The Customer has been convicted of disrupting communications using Elisa's service.
- 9.3.3 A substantial breach of contract has occurred.
- 9.4 Elisa has the right to terminate the Agreement by observing one (1) month's notice.
- 9.5 Elisa may terminate this Agreement if the service listed in it has been down for more than one (1) year as requested by the Customer by notifying said Customer of this well in advance.
- 9.6 Elisa has the right to terminate the Agreement insofar as the service or feature is being terminated by notifying the Customer of this well in advance.
- 9.7 Elisa shall confirm the termination of the subscription agreement in writing.
- 9.8 Regardless of the reasons for the Agreement being terminated, the Customer must always return Elisa's subscription

card when announcing the termination or within one (1) week of Elisa having confirmed the termination or cancellation. Elisa will not refund any call time benefit that remains unused. No monthly fee will be charged once the notice period is over unless it is a package fee, in which case the termination of the Agreement will try to be matched to the change in billing period.

- 9.9 If the Customer does not return his or her subscription card within that period of time, Elisa reserves the right to bill said Customer for the price of replacing the subscription card according to the current price list.
- 9.10 The Customer pledges to discontinue using the data security service and delete the software needed for the service from his or her computer within one (1) week of the Agreement being terminated. In the event that the Customer does not comply with these requirements, Elisa is entitled to charge the price determined in the current price list for using the service.

10. Settling Disputes

- 10.1 Any disputes arising from the subscription agreement shall be resolved by negotiation, failing which they shall be resolved in the District Court of Helsinki. The Customer may also institute proceedings in the lower court of justice of a town under whose jurisdiction his or her place of domicile is considered to be according to the Population Information Act. The Customer also has the right to bring the matter before the Consumer Complaint Board.

11. Validity of the contractual terms and the right to change said terms

- 11.1 These terms and conditions take effect on 1 March 2007 and are valid until further notice. These terms and conditions replace any and all general terms and conditions for Elisa's mobile and fixed-line services from before that date. These terms and conditions will also be applied to Agreements signed prior to the entry into force of these terms and conditions.

11.2 Elisa may change these terms and conditions, special terms and conditions and other terms and conditions that are part of the Agreement. Elisa shall announce any terms and conditions that have changed and the most essential changes no later than one (1) month before the change takes effect and shall provide the Customer with the opportunity to order the terms and conditions in their entirety. The announcement will be sent in writing to the address that the Customer declared for invoicing at the beginning of the previous billing period or in some other agreed upon fashion. The terms and conditions stipulated in this section can change due to a law, statute or official decision. If Elisa has announced changes to its terms and conditions, the Customer has the right to terminate an indefinite agreement so that it terminates once the change takes effect. For communication services, section 11.2.1 is also complied with.

11.2.1 Elisa may change the fees and other terms and conditions of the communication service agreement to the detriment of the Customer only:

- 1) on the following grounds, assuming that the content of the Agreement does not essentially change as a whole; because of an update to the service, new features, additional services, the technology becoming obsolete, changes caused by Elisa's subcontractors, the rising cost of the service, a reduction in the number of users or profitability of the service or because of changes to the price list, the pricing systems and/or agreement systems;
- 2) on the basis of a change in legislation or a decision by the authorities;
- 3) for some other special reason once the circumstances have changed substantially. Elisa also has the right to make minor changes to the terms and conditions of the Agreement, provided they have no effect on the main content of it.