

# AGREEMENT TERMS AND CONDITIONS FOR PAID CONTENT IN THE ELISA VIHDE SERVICE, 4 SEPTEMBER 2018

These agreement terms and conditions for paid content in the Elisa Viihde service apply to paid programme content ordered separately through the Elisa Viihde service, such as programme libraries, channel bundles and rented films.

## 1. General

These terms and conditions apply to the delivery of regular and paid TV channels and content ("programme services") transmitted to consumers ("the customer") through the internet in the Elisa Viihde service. Applicable terms and conditions of the Elisa Viihde service or user IDs also apply to the ordering and use of programme services through the Elisa Viihde service or the user interface.

Elisa Corporation ("the company") and the customer enter into a service agreement once Elisa or a party accredited by Elisa has approved the customer's order and the customer has received an order confirmation. Furthermore, the agreement enters into force if the customer orders programme services using Elisa's web service or other remote sales channel and does not exercise their right of cancellation within 14 days after receiving the order confirmation. However, the customer does not have any right of cancellation to the digital content of the Elisa Viihde service after the delivery of the content service has started as a result of an order placed by the customer. Digital content includes films rented from the Elisa Viihde.

The minimum order period for programme services is one (1) month.

A programme service may include a period during which the customer can test the programme service free of charge for a limited time following the terms and conditions defined when the customer placed its order ("the test period"). The duration of the free test period will be indicated in conjunction with an offer concerning the test period in question and an order for the programme service placed during the test period. The customer can only use the test period if the customer concerned has not used a test period or similar offer in the preceding 12 months.

If the programme service is ordered via electronic channels using the Elisa Viihde terminal device, on a web page or by other means, it will be activated immediately, unless otherwise defined. If the programme service is ordered from a shop or by telephone, its activation date and time will be agreed upon when preparing the agreement.

Elisa shall have the right to check the customer's credit information and refuse to enter into a service agreement if the customer is in default.

## 2. Scope of the agreement

Elisa will provide the customer with access to programme services using the customer's Elisa Viihde terminal device or the customer's other terminal device through the Elisa Viihde user interface. The service includes the transmission of service content to customers who are located within the service's availability area and who have proper technical means and devices

to receive the service. Programme services are only intended for consumer customers. The customer will be responsible for devices related to the use of the service, internet connections and the sufficient protection and functionality of software and its compatibility with the service.

The availability of programme services may be limited by region or device-related copyrights.

## 3. Elisa's responsibilities and limitation of liability

Elisa will not be responsible for the content of programme services. It is the responsibility of rights holders. Elisa will not be responsible for any changes, disturbances or interruptions in programmes of external programme providers or any losses incurred by the customer as a result of these.

Elisa will not be responsible for any services offered by third parties, the functionality of the data network or other functional components, or their impact on the functionality of the services.

Elisa will only be liable to compensate the customer for direct losses caused by Elisa's negligent conduct in breach of laws or the agreement. Such direct losses include the direct costs usually incurred for investigating faults, such as postal and telephone costs. No compensation will be payable exclusively for the trouble seen, such as for using the customer's own or an agent's time.

The customer will not be entitled to receive compensation if the customer fails to notify Elisa of a fault and present its claim for compensation within a reasonable time. The customer must provide proof of the losses caused. Elisa will not be liable for consequential losses incurred by the customer or a third party, such as loss of profits of financial losses. However, the total amount of compensation payable by Elisa will be limited to an amount equivalent to one month's service charge paid to Elisa by the customer. The customer must take reasonable action to limit their losses. The customer will be responsible for losses caused by neglected limitation of losses. Elisa will not be responsible for the actions of the customer or third parties or any losses resulting from these.

Elisa will be released from its contractual obligations and the liability to pay compensation for losses if the fulfilment of the agreement is prevented or delayed due to force majeure conditions. These terms and conditions applied to limitations on liability do not restrict any rights of consumers defined in imperative legal provisions.

## 4. Use of the service and the customer's responsibilities

Intellectual property rights to programme services and different programmes usually belong to third parties. Programme services are intended for the customer's personal use, and they cannot, in full or in part, be presented in public or distributed to third parties. The customer can only save, forward, present or use programme services or different programmes within the scope of the Copyright Act. The customer cannot forward programme services or any part of them to third parties.

If the customer is in breach of these terms and conditions, Elisa shall have the right to prevent the customer's access to programme services or terminate the agreement with immediate effect.

## 5. Charges

The customer is obligated to pay the charges agreed upon in accordance with the company's valid price list or as indicated at the time of placing an order. No one-off charges paid will be refunded.

The minimum order period for programme services is one (1)

month. The invoicing period is one (1) month. All charges will be invoiced during an invoicing period or when the minimum invoicing limit is reached.

If a payment is delayed or fails, the customer is obligated to pay penalty interest in accordance with the Interest Act and all collection costs. Any complaints regarding invoices must be presented by the invoice due date. In the case of disputes arising from invoices, the undisputed part of an invoice must be paid by the invoice due date. Elisa shall have the right to interrupt the programme services ordered by the customer if the customer fails to pay an invoice, regardless of receiving a payment reminder, or if the correct amount cannot be charged from the customer's account or credit card. Elisa shall have the right to charge a fee for payment reminders in accordance with its price list.

Elisa shall have the right to change its charges. Any changes in one-off charges will be announced in the price list or otherwise when placing an order. The customer will be notified of any changes in recurring charges one (1) month before such changes enter into force.

## **6. Transfer of the agreement and changes in the agreement**

The customer will not be entitled to transfer the agreement to third parties. Elisa may transfer the agreement to a third party by notifying the customer of the transfer.

Elisa shall have the right to change the terms and conditions of the agreement or interrupt programme services in accordance with the agreement and price list by notifying the customer of the changes one (1) month before the changes enter into force. Programme services will be governed by new agreement terms and conditions starting from their entry into force, unless the customer terminates the agreement within one (1) month after receiving information about the changes.

## **7. Termination of the agreement**

The agreement is valid until further notice, unless otherwise agreed upon. The customer can terminate an agreement valid until further notice by sending a notice to Elisa. In this case, the customer can be charged until the end of the current invoicing period, and no charges made during the current invoicing period will be refunded. The customer may use programme services until the end of the invoicing period. However, a fixed-term agreement cannot be terminated during the agreement period. If the customer terminates the agreement during a fixed-term agreement period, the customer will be obligated to pay for the services ordered until the end of specific order periods.

The minimum order period for programme services is one (1) month. The invoicing period is one (1) month. All charges will be invoiced during an invoicing period or when the minimum invoicing limit is reached.

It is typical to programme services that there are changes in the range of channels or programmes for reasons independent of Elisa. Elisa cannot have any impact on decisions made by channel or programme companies or third parties on the content of the services. Therefore, a channel, series or sports service offered through a single channel bundle may, for example, end or change during the agreement period. The aim is to maintain the service during these types of changes so that its content is largely similar and sufficiently varied. If this is not possible, the customer shall have the right to terminate a fixed-term agreement and an agreement valid until further notice if there are changes in the content of the service.

If the customer fails to comply with the terms and conditions of this agreement, Elisa shall have the right to terminate the agreement with immediate effect at the customer's expense. Elisa shall have the right to terminate the agreement with a period of notice of one (1) month.

## **8. Other terms and conditions**

This agreement is governed by the laws of Finland.

The customer has the right to take legal action against Elisa at a Finnish district court, in the jurisdiction of which the customer is domiciled or has a permanent place of residence, or in the jurisdiction of which Elisa is domiciled or its administration is mainly carried out. Otherwise, the place of jurisdiction is defined in the Code of Judicial Procedure. If a competent court of law cannot otherwise be identified, any disputes arising from this agreement will be handled at the Helsinki district court.

The customer shall have the right to place any agreement-related disputes to the Consumer Disputes Board. Its decisions are recommendations by nature.