

SPECIAL TERMS FOR PAYMENT SERVICES / PAYER

1. SCOPE OF APPLICATION, SERVICE PROVIDER INFORMATION, SMALL SUMS

1.1 Subscription payment feature

In addition to subscription agreement terms, the subscription payment feature (services within the scope of the Payment Services Act) of your telephone or other telecommunications subscription is also subject to these Special Terms for Payment Services. The payment feature is available to you only for the duration of your subscription agreement. The duration of the subscription agreement is indicated in the terms of the subscription agreement. The payment feature can be terminated under these terms separately from the subscription agreement. You can terminate the payment feature through our customer service or through the OmaElisa service. Termination is carried out by blocking communication with numbers subject to the Payment Services Act. The payment feature is not available to all Elisa subscriptions.

1.2 Payment service provider

The service provider is Elisa Oyj (Elisa); business ID: 0116510-6; domicile: Helsinki; street address: Ratavartijankatu 5, Helsinki; postal address: PO Box 1, 00061 Elisa, www.elisa.fi. Elisa has notified the Financial Supervisory Authority that Elisa is acting as a payment service provider. The provision of payment services in Finland is supervised by the Financial Supervisory Authority, Snellmanninkatu 6, PO Box 103, 00101 Helsinki, tel. 010 83151, www.finanssivalvonta.fi; and consumer-related matters are supervised by the Consumer Ombudsman, PO Box 5, 00531 Helsinki, tel. 010 194 700, www.kuluttajavirasto.fi. The Customer may report the Service Provider's conduct or disagreements with the Service Provider to these authorities.

1.3 Definitions

- i) "Payment service number" refers to area codes that have been identified on the service provider's website as payment service numbers. Upon the contractual terms taking effect, such numbers include, but are not limited to: phone numbers with the prefix 0606, 0707, 0708, or SMS numbers with the prefix 169, 177 or 178 in Finland.
- ii) "Customer" refers to a party to the subscription agreement. Furthermore, where applicable, "Customer" may also refer to an indicated user or person to whom the small payment instrument has been transferred.
- iii) "Payment Recipient" refers to a party receiving a payment remitted through the payment feature, but who is not a service provider providing payment services.
- iv) the "Service Provider" is Elisa.
- v) "Small payment instrument" refers to a payment feature that can be used for payments up to EUR 60, or up to EUR 300 per month. Unless otherwise agreed, the subscription's payment feature is a small payment instrument.

2. SERVICE USE AND RESTRICTIONS

2.1 Payment transaction/general

The Customer uses the payment feature by calling to or otherwise communicating with their mobile phone or other device with a payment service number in Finland, or by using an application for the transaction. The payment feature identifies the Customer by their subscription number or by other subscription identification, and the payment is remitted to the Payment

Receiver or the Payment Receiver's service provider. Charging takes place as agreed upon in the subscription agreement or by deducting the amount from the subscription balance.

2.2 Payment instruction

The payment instruction is considered submitted when the Customer initialises the payment transaction by a telephone call, SMS, or other message or application (Consent to payment instruction) that is remitted to the Service Provider. The payment instruction may not be cancelled after submission. Submission of a payment instruction requires that the Customer's device or application is capable of sending and receiving the necessary data for submitting, remitting and verifying the payment, and that the application is working correctly on the device. The payment instruction requires a functioning data connection, and that communication with a specific number or contact has not been blocked or stopped. In some cases, a payment instruction requires that the Customer receives a message/messages acknowledging the payment instruction.

2.3 Payment instruction transfer

The Service Provider transfers the payment instruction to the Payment Recipient or the Payment Recipient's service provider. The payment is remitted and the Payment Recipient is identified based on the payment service number, another message number or address, or information (such as mobile authentication) indicated by the application or the recipient (unique identification). Small payment remittance times are subject to practices applicable to data fee accounting and transfer rules and the agreement signed with the Payment Recipient. The Service Provider has the right to disclose the Customer's payment-related information during payments. The Service Provider is not responsible for ensuring that any information included in a payment instruction message is transferred to the Payment Recipient, nor is the Service Provider responsible for retaining such information. The payment instruction transfer requires a functioning data connection, and that communication with a specific number or contact has not been blocked or stopped.

2.4 Payment instruction amount

The payment instruction amount is determined on the basis of the payment service number fee or a fee indicated during the telephone call. The amount can also be based on a fee indicated by an application, a fee charged for a received message, or an amount related to the content of the communication. The Payment Recipient or marketer indicates the payment instruction amount with the payment service number, other contact information, or a fixed-format message, and the Customer accepts the amount by submitting the payment instruction. The fee may include value added tax, which is indicated in the itemised invoice. In the event that the amount is unclear, the Customer should not submit the payment instruction. By issuing the payment instruction, the Customer acknowledges that they have understood the amount related to the payment service number or fee.

2.5 Non-remittance of payment instruction

The Service Provider may refuse to remit a payment instruction if the Customer's balance is insufficient, or if the balance limit of the Customer's subscription or the payment feature has been exceeded. The Service Provider reserves the right to set a separate monthly/invoicing period-specific balance limit of EUR 150 or more without notifying the Customer beforehand. The payment instruction transfer requires a functioning data connection, and that communication with a specific number or contact has not been blocked or stopped. Non-remittance of a payment instruction can be indicated to the Customer in various ways depending on the features of the Customer's mobile phone, device or application, for example through failure to connect a call or deliver a message, or with a notification that a message cannot be delivered, or other similar indication. The reason for failure or non-remittance of a payment instruction may not be indicated separately. The Service Provider does not give notice of failure or non-remittance of small payments if the situation becomes apparent, for example, due to failure to send or receive a message.

2.6 Payment instruction charging and expiration

Charges for payment instructions are included in the mobile subscription or other data service invoice that is used for charging for messaging related to the payment instruction. The payment may also be deducted from the Customer's subscription balance, or the balance of an account specifically indicated for the payment feature. In the event that the account balance is insufficient for remitting the payment, the Service Provider may deduct the payment from the subscription's messaging balance. The Customer can accumulate the messaging balance as indicated in the terms of the subscription. Topping up the balance may require activation by the Customer.

2.7 Payment transaction itemisation

Payment transactions for Consumer Customers are itemised in the subscription's phone itemisation. The payment transaction time and amount are itemised. For Payment Recipients, the itemisation will include "payment service number" or another identifier in the extent that communication services-related information has been provided and within the framework of applicable rules. The itemisation with the payment transactions is available to the Customer, free of charge, at the Customer's online service (OmaElisa or similar) for six months following the due date of the invoice. Other itemisations and printed itemisations are subject to charges according to the price list. For Customers who are not consumers, the itemisation is provided in the subscription itemisation, which is subject to the Service Provider's subscription practices and agreement.

2.8 Geographical restrictions

Payment instructions may only be submitted to payment service numbers in Finland and to Finnish contacts. Submission of payment instructions may be blocked abroad.

3. SERVICE FEES, INTEREST

3.1 Communication services fees

The Customer is charged for payment instruction-related communication services in addition to the payment. The Customer may also be charged, for example, a normal message fee, local network charge or a mobile call rate according to the operator's communication services price list and subscription agreement. Collected fees are indicated in the communication services itemisation.

3.2 Interest, interest on late payments and collection costs

Payments are subject to interest according to the agreement. If the interest has not been agreed prior to the due date of an invoice, no interest will be charged. If no other agreements have been signed with the Customer, all payments expire on the due date of the communication services invoice that the payments are included in. After the due date has passed, interest on late payments according to the subscription agreement or other communications services agreement shall apply. The Customer is liable for all reasonable collection costs. The Service Provider will indicate the applicable interest and any changes to the interest in the Customer's online services (OmaElisa or similar) or in the invoice. Any significant changes, such as changes in the basis of assessment of interest or whether interest will apply to a payment that was previously interest-free, will be indicated to the Customer in the Customer's online services and with a message sent to the Customer's device, with an invoice, or, alternatively, in writing through contact details indicated by the Customer.

3.3 Other service fees

The Service Provider charges service fees according to the current price list. Payment feature service fees may consist of, for example, monthly fees, transaction fees, payment cancellation fees, payment tracking fees, and fees related to reimbursements

of payments caused by incorrect identifiers. The Customer may access and print reports and terms of agreement free of charge in the Customer's online service. Other reports are subject to fees. Any material sent by post to the Customer is always subject to separate service fees. Customers other than consumers may be charged according to the price list for termination of the payment feature as well as for payment transaction reports and itemisations.

4. SECURITY AND RESPONSIBILITY

4.1 Customer's responsibility

The Customer shall carefully safeguard a device equipped with a payment feature, an application or other payment instrument ("Payment Instrument") and submit payments with particular care. Protecting, safeguarding and using a Payment Instrument requires special care, as a payment feature does not typically require a separate code or authentication. As much as possible, use of the Payment Instrument should be controlled with an access code or similar access control. Furthermore, the subscription's PIN code should not be deactivated, and it should be changed upon activation of the subscription.

4.2 Loss report, payment feature block

The Customer shall immediately notify the Service Provider of any loss or suspected loss, theft, abuse or suspected abuse of a Payment Instrument so that the Customer's payment feature may be blocked (loss report). The contact information for reporting a lost Payment Instrument is the same as for reporting a lost SIM card. The contact information can be found on the Service Provider's website (December 2017 - tel. +358 10 190 240 (private customers) or +358 10 80 4400 (companies and entrepreneurs)). The Service Provider has the right to prevent the use of the Payment Instrument or block payment remittance, if:

- i) the security of the Payment Instrument has been compromised
- ii) there is reason to suspect the Payment Instrument has been abused
- iii) the probability that the Customer will fail to settle an invoice by the due date has significantly increased
- iv) the Customer is insolvent, bankrupt or under debt adjustment
- v) service fees have not been settled
- vi) the Customer materially breaches these terms
- vii) the Customer uses the services in violation of law or good practice. Use of the service may also be prevented due to terms and regulations applied to the subscription. The Service Provider will notify the Customer regarding the prevention of use of the payment feature in a manner similar to non-remittance of a payment transaction. In the event that the use of a small payment instrument cannot be prevented or the subscription is of a kind that does not require Customer registration, the Service Provider shall not be obligated to terminate the payment feature, despite a loss report submitted by the Customer.

4.3 Responsibility for unauthorised use

The Customer shall be liable for any payments and unauthorised use of the Payment Instrument if they have:

- i) handed over the possession of the Payment Instrument, mobile phone or other subscription device to another person
- ii) used or retained the Payment Instrument, mobile phone or other subscription in a negligent or careless manner
- iii) failed to immediately report the loss, suspected loss, suspected theft or unauthorised use of the Payment Instrument, mobile phone or other subscription device.

The Consumer Customer's liability regarding unauthorised use shall be limited to EUR 50 in the event that the unauthorised use is based on items ii) and iii), and the Consumer Customer's actions have not been found to constitute intent or gross negligence, and the Service Provider has received the relevant loss report. The liability of non-consumer Customers following a loss report is de-

terminated according to the subscription agreement. The Customer is always fully liable for damages resulting from unauthorised in the event that the Customer or another user of the Payment Instrument has acted fraudulently, with intent or gross negligence, or knowingly submitted a false loss report.

4.4 Indemnification and limitation of liability

The Service Provider's liability to a non-consumer Customer is limited to the adjustment of an incorrect or imperfect payment, or the amount of a payment, and the Customer is liable to prove the unauthorised use of the Payment Instrument upon request. The Service Provider's liability to a Consumer Customer is limited, beyond any payment transaction-related fees collected from the Customer, to any immediate damages resulting from the Service Provider's actions contrary to the law applicable to such payment or the agreement. Such damages include clarification costs incurred by the Consumer Customer as the result of an error or neglect. The Service Provider or its agent, or a payment institution acting on its behalf or taking part in the execution of a payment shall not be responsible for any indirect damage caused to the Customer or a third party due to an error or neglect in the execution or transmission of a payment, including unreceived profit, gains, savings, financial losses, or damage that the Service Provider cannot foresee. Furthermore, the Service Provider shall not be responsible for damage if the fulfilment of obligations based on the legislation or contractual stipulations applicable to the payment is contrary to other laws or other obligations prescribed by laws. The Customer shall take reasonable measures to limit his or her losses. The Customer shall be responsible for damage caused by neglected limitation of damage. The amount of compensation for damage payable to the Customer on the basis of a procedure contrary to the legislation or contractual stipulations applicable to the payment feature or payment must be reduced and made reasonable if it is unreasonable considering the reason for the Service Provider's violation, the Customer's contribution to the damage, compensation for the payment feature or payment, and the Service Provider's possibility to foresee or prevent the damage, as well as other conditions. The Customer shall be responsible for all damage caused by the Service Provider's inability to transmit a payment due to the lack of funds or balance required for completing a payment or an exceeded balance limit, as well as for damage caused by the Customer through actions contrary to the legislation or the Agreement.

4.5 Claiming compensation

The Consumer Customer shall not be entitled to receive any compensation for immediate damage if they fail to notify the Service Provider of the deficiency and present a claim for compensation within a reasonable time, which is no more than one month after the error was detected or should have been detected. Customers who are not consumers must present all claims for compensation and other demands associated with the payment feature within eight days of receiving the invoice concerning the specific debiting period, after which the right to compensation will become void.

4.6 Reimbursement, incorrect payment

The payment feature is only used for transferring payment instructions submitted by the Customer (payment transactions initiated by the Customer). For this reason, the Customer is not entitled to reimbursement under the Payment Services Act. The Customer shall immediately notify the Service Provider upon detecting an error in an invoice, insofar as the error constitutes an unauthorised transaction or non-remittance, or if the Customer otherwise considers themselves entitled to a reimbursement. If the Customer fails to report the error without undue delay, or no later than 13 months from the occurrence of the event, the Customer's right to reimbursement or compensation becomes void. Customers who are

not consumers must present any claims for compensation pursuant to this section within eight days of receiving the invoice concerning the specific invoicing period, after which the right to compensation will become void. The Customer must handle any claims regarding a paid product or service with the party that has sold the product or delivered the service in question.

COMPLAINTS

Any payment service-related complaints will be addressed within 15 business days. If addressing the matter is delayed due to factors beyond the influence of the Service Provider, such reason, along with the date of response, will be indicated to the Customer.

5. COMMUNICATION AND CHANGES IN SERVICE AND TERMS OF AGREEMENT

5.1 Communication

Finnish or Swedish will be used in the service delivery and customer communication according to the agreement signed between the Parties. The Service Provider may communicate with the Customer via messaging to the telephone subscription that the payment feature is connected to, the Customer's online service (OmaElisa or similar), with an invoice, or via other contact details indicated by the Customer. The notification will be deemed to have been received no later than on the seventh day after sending the notification or making it available. Payment transaction details can be found in the Customer's online service. The Customer is responsible for ensuring that they have access to necessary devices and connections for using the Customer's online service. The Service Provider may also communicate with the Customer via alternative contact information. The Customer's agreement information, any valid terms of agreement of the payment feature, and any statutory information are available for viewing and printing on the Customer's online service for the duration of the payment feature.

5.2 Changes in service

The Service Provider continuously develops its services. The Service Provider may implement technical changes in the service. Any significant changes and service downtime will be indicated on the Service Provider's website or the Customer's online service.

5.3 Changes in terms of agreement and price list

The Service Provider has the right to change the terms and price list of the service. Any changes are indicated to the Customer on the Service Provider's website or the Customer's online service (OmaElisa or similar). The Customer will be informed of the change either with a message sent to the Customer's device, in the invoice, or in writing via contact information indicated by the Customer. The current and complete Special Terms for Payment Services are available on the Service Provider's website. Changes will enter into force on a date indicated by the Service Provider, but no earlier than two months following the notification. The Customer has the right to terminate the payment feature by the date of entry into force of the change by notifying the Service Provider in writing. The Customer may also call the Service Provider's customer service. Upon the termination of the agreement, the Service Provider shall have the right to immediately stop transferring payments. Termination of the payment feature will not impact the validity of any communication service or telephone subscription agreement. However, it may impact the contents of the communication service and available services. In the case of any discrepancies between the contractual terms in different languages, the Finnish terms shall apply.

5.4 Changes in customer information or financial status

The Customer shall inform the Service Provider of any changes in the contact details or a significant change in their financial status.

6. OTHER TERMS AND CONDITIONS

6.1 Force majeure

Either party to the agreement shall not be held liable for damage if they are able to demonstrate that they have been prevented from fulfilling an obligation due to unusual and unforeseeable reasons that were beyond their control, and the consequences of which they could not have avoided even if all due care had been exercised. Furthermore, the Service Provider shall not be liable for damages if the fulfilment of obligations based on this agreement would be contrary to the Service Provider's obligations prescribed by law. The parties to the agreement are obligated to notify the other party regarding a force majeure situation as soon as possible. The Service Provider may, for example, report a force majeure situation on their website or via national media.

6.2 Customer information

The Service Provider may handle customer and invoicing information within the Service Provider's Group for any legal purposes, and, in particular, for evaluating the Customer's solvency. The Service Provider may also disclose customer information to third parties for the purpose of providing payment services.

6.3 Payment feature (framework agreement) duration and expiration

A payment feature connected to a telephone subscription, either valid until further notice or fixed-term, is valid until further notice. Any payment feature connected to a telephone subscription will always expire along with the telephone subscription, regardless of the reason for the expiration. The Customer has the right to terminate the payment feature with immediate effect upon receipt of the notification by the Service Provider. The Service Provider shall have the right to terminate the agreement with a period of notice of two months, or with a period of notice of one day for Customers who are not consumers. The Service Provider may notify the Customer regarding the termination through the Customer's online service (OmaElisa or similar), with an invoice or other contact details indicated by the Customer. If the payment feature is terminated in a situation where the telephone subscription or communication service remains valid, the expiration of the payment feature may impact the content of the communication service and available services, with certain service numbers becoming blocked. Both the Customer and the Service Provider have the right to terminate the payment feature agreement with immediate effect in the event that the other party has materially breached their contractual obligations. The Service Provider has the right to terminate the payment feature with immediate effect if the Customer has provided the Service Provider with false information.

6.4 Applicable law and jurisdiction

The payment feature and payments are governed by Finnish law. Any disputes shall be resolved in the Helsinki District Court or the district court of a Consumer Customer's permanent place of residence in Finland.

6.5 Entry into force

These Special Terms for Payment Services shall enter into force 13 January 2018.