

# SPECIAL TERMS AND CONDITIONS OF MOBILE SERVICES FOR ELISA'S CONSUMER CUSTOMERS

## 15 JUNE 2017

### General and scope of application

These special terms and conditions of service apply to Saunalahti and Elisa mobile services offered to Elisa's consumer customers. In addition, these terms and conditions apply to agreements that Elisa enters into with its corporate customers when Elisa offers Saunalahti mobile services from its portfolio to its corporate customers. In addition to these terms and conditions, Elisa's general terms and conditions for consumer and corporate customers apply, as do as any other service-specific special terms and conditions and service descriptions. If there is a conflict between the content of agreement documents, the order of precedence is as follows:

1. Agreement and any campaign terms and conditions
2. Service-specific special terms and conditions and service descriptions
3. Price list
4. General agreement terms and conditions

Customers are also allowed to use services produced and offered by service providers other than Elisa through the communications network. The service agreement does not apply to these services, and Elisa's responsibilities for these third-party services are in accordance with general agreement terms and conditions. Elisa is not responsible for ensuring that all of the properties of the customer's terminal device are available in Elisa's mobile network.

### Entry into force of the agreement and delivery of services

The agreement enters into force once Elisa has approved the order placed by the customer, for example, by delivering an order confirmation or initiating the service. If a consumer customer orders the service through remote sales (telephone or Internet), the consumer customer has the right to cancel the order within 14 days of the delivery of the order confirmation, unless the consumer customer has renounced its cancellation right before that. Elisa reserves the right to check the customer's credit rating and, on the basis of the credit rating check, to initiate the subscription with limitations to the use of services subject to an extra charge, as described below. Limitations to the use of services subject to an extra charge prevent the customer from placing calls and sending text messages subject to an extra charge to service numbers, making mobile payments in online shops or application stores, placing calls to international numbers, or using the subscription abroad (roaming). The customer can remove any limitations to the use of services subject to an extra charge by paying a deposit defined by Elisa. The services will be delivered within four weeks of the delivery of order confirmation at the latest, unless otherwise agreed upon with the customer.

### Ordering additional services

Only the customer or a party authorised by the customer are allowed to order additional services related to the service. However, the responsibility for payments does not transfer to the party authorised by the customer.

### Coverage of mobile networks

Elisa has the right to decide upon the regional coverage of its network, as well as upon its features. In the coverage zone, the quality of the service depends, for example, on the service being used, location, available network technology, signal strength, disturbance level, terminal device characteristics and network load. In addition, there may be local shadow areas in network coverage zones, for example, neighbouring houses or the structures of your own house may moderate the signal strength indoors.

If mobile services do not work properly in the permanent place of residence of a private customer, the customer has the right to cancel the agreement due to a significant breach of agreement, terminate the agreement or demand the fault to be corrected in accordance with the general agreement terms and conditions.

### SIM card

Elisa owns the SIM card required for the subscription. For repairing, renewing and replacing the SIM card or any other identifier, Elisa will charge the customer according to its price list.

### Using the service

For information security reasons, Elisa has the right to intervene in the customer's use of the service if that use causes any disruptions to the network, including network congestion disturbing other customers due to an unusually high volume of mobile communications (including text messages), or violates any copyrights or other rights, good practices (including mass deliveries of spam), laws or official regulations by using the means defined in more detail below. The customer cannot use the service by utilising automated systems for direct marketing or any other purposes. All mobile communication, including text messages, must be produced by utilising the work contribution of an actual person. The service cannot be used for primarily routing calls between different networks. If Elisa, an authority or a third party shows that the customer's service has been used in violation of these terms and conditions and the customer does not follow the agreement terms and conditions despite requests to do so, Elisa has the right to prevent the use of the service or to discontinue the customer's service and demand compensation from the customer for losses resulting from the use in violation of the service terms and conditions, including remaining service fees from the customer.

Elisa may prioritise voice and signal traffic over data transfer connections. Furthermore, Elisa may prioritise the data transfer connections of subscriptions so that subscriptions in higher speed categories receive higher speeds. In addition, Elisa has the right to control traffic in its network, for example, in order to carry out services, to reduce the impact of congestion or to avoid network overloading. Traffic is controlled according to traffic type (e.g. streaming, P2P file sharing, VoIP). Traffic is controlled in the network due to high and often unpredictable variation in traffic volumes, which may result in temporary congestion in different parts of the network. Mechanisms of traffic control are used for congestion management to ensure that critical applications and services continue to work reliably in these situations.

These mechanisms mainly have minor impacts on customers (e.g. temporarily lower speeds or increased lag), mainly occurring during network congestion. This impact is typically the result of network failures or external disturbances, such as DoS attacks.

Traffic control mechanisms include traffic queuing, prioritisation, and reduction and congestion signalling to customer applications. These mechanisms are used automatically, and their dynamic impact cannot be estimated in detail or on an application-specific basis. The impact of traffic control on customers, regardless of the application or service, is kept at minimum by continuously monitoring the performance of, and traffic in, the network and its parts, by optimising traffic flows, and by increasing network capacity.

In addition, Elisa may, due to service availability, filtering of malicious traffic or other information security reasons, temporarily restrict the use of the service by disabling specific traffic methods (protocols) or communication ports, or by temporarily disabling the use of the data transfer service from a subscription. Automated systems may be used to restrict traffic or temporarily disable the data transfer services of subscriptions.

Other traffic control mechanisms include port blocks that prevent others from taking advantage of any vulnerabilities in the terminal devices of a service user. Traffic monitoring, analysis, and other control and modifications are carried out using automated systems. More information about the traffic management practices applied by Elisa is available at [elisa.fi/liikenteenhallinta](http://elisa.fi/liikenteenhallinta).

### Number transfer and terminating a fixed-term agreement

Regardless of having a fixed-term agreement, the customer is allowed to transfer their number to another operator or to terminate their fixed-term agreement with a two-week period of notice. If the customer transfers their number to another operator, the fixed-term agreement between the customer and Elisa will remain valid, regardless of the number transfer, and the customer must pay the remaining monthly charges of the fixed-term agreement until the end of the fixed-term agreement period. If the customer terminates a fixed-term agreement, the customer must pay the remaining monthly charges of the agreement period in a single instalment. In deviation from these terms and conditions, the customer has the right to terminate a fixed-term agreement due to a change in the customer's life situation in accordance with Elisa's general agreement terms and conditions.

### Use of customer and identification data

Elisa may handle identification and location data for the implementation and use of services, for invoicing and technical development, and for marketing purposes in accordance with the valid legislation. The information to be handled includes the mobile device type and other information related to the terminal device, subscription location data, and other identification data related to the use of services (such as subscription numbers), as well as the time and duration of connections. The identification and location data is handled as long as the aforementioned actions so require.

### USING THE SUBSCRIPTION ABROAD (ROAMING)

Elisa's roaming agreements with foreign operators enable Elisa subscriptions to be used abroad in the coverage zones of foreign operators in ways defined by Elisa. Elisa may have subscriptions or additional services that prevent the subscription from being used abroad. The services provided by foreign operators and their quality may differ significantly from Elisa's services and their quality.

Normal roaming charges in accordance with the roaming price list are charged for using the subscription abroad. Calls, messages and data transfer charges are usually higher abroad than in Finland. Valid, country-specific price lists and additional information are available (in Finnish) at [elisa.fi/ulkomaila](http://elisa.fi/ulkomaila).

If the customer spends a lot of time in border regions, the customer must change the network or operator selection setting from automatic to manual in the device settings. When Elisa's network is selected manually, a call or data transfer connection is not transferred to a foreign network without the customer knowing it. Elisa is not responsible for any expenses caused by any unintentional use of a foreign network.

### Using the subscription in EU/EEA countries

Roaming in EU/EEA countries is governed by the EU roaming regulation (Regulation (EU) 2015/2120 of the European Parliament and of the Council). The purpose of the regulation is to enable the use of subscriptions in EU/EEA countries at domestic prices through the non-application of retail roaming charges when travelling in EU/EEA countries. However, the regulation allows - an additional roaming charge to be collected in accordance with any sustainability mechanism decision issued by the Finnish Communications Regulatory Authority, - data transfer to be restricted in accordance with the policy of reasonable use, and permanent roaming to be monitored and restricted in order to prevent any misuse - optional pricing mechanisms to be used if agreed upon with the customer.

According to the sustainability mechanism decision, Elisa can charge an additional roaming fee on top of domestic prices for roaming.

Elisa can apply the policy of reasonable use, allowing it to restrict the use of data transfer and to collect an additional charge for data transferred in excess of the level of reasonable use in accordance with the roaming regulation.

Elisa and the customer may also agree upon another roaming prices. The customer has the right to change its roaming prices to be in accordance with the roaming regulation by notifying Elisa of the change. Any changes in prices will enter into force one (1) day after the receipt of the notification, and confirmation will be sent to the customer of any changes.

Any changes to the regulation and related official decisions and guidelines may also result in changes to the terms and conditions and prices of services. Elisa will notify the customer of any changes in accordance with its agreement terms and conditions.

The aim of the roaming regulation is not to enable permanent roaming in EU/EEA countries. Elisa has the right to monitor the use of the subscription in EU/EEA countries and intervene in any misuse. "Misuse" includes the uninterrupted use of the subscription in EU/EEA countries during a monitoring period of four (4) months and situations in which more than 50% of subscription traffic takes place in EU/EEA countries during a monitoring period of four (4) months.

A notification of any suspected misuse can also be issued, demanding that the customer return to their domestic network within fourteen (14) days. The notification includes a description of the conditions required to continue roaming. Rather than returning to the domestic network, the customer may present written reasons for the uninterrupted use of the subscription in EU/EEA countries within fourteen (14) days. Such reasons include family relationships, studies or work. If acceptable reasons are not provided in writing within the deadline, Elisa has the right to collect additional charges for roaming.

### OTHER SPECIAL TERMS AND CONDITIONS

#### Changing service-specific terms and conditions

Elisa may change these special service-specific terms and conditions as defined in Elisa's general agreement terms and conditions for consumer and corporate customers.

#### Special terms and conditions for pre-paid subscriptions

A pre-paid subscription is activated from the first top-up and is valid until further notice. The agreement will end and the subscription will be terminated automatically if the balance of the pre-paid subscription has not been topped up for two (2) years. Any accumulated call time or balance on a pre-paid subscription will not be compensated for or returned. If the customer has a pre-paid subscription with a monthly charge and the balance of the customer's pre-paid subscription is not sufficient for the monthly charge, Elisa will automatically change the pre-paid subscription to a pre-paid subscription without any monthly charge.

#### Validity of service-specific terms and conditions

These terms and conditions are valid from 15 June 2017 until further notice. These agreement terms and conditions are available from Elisa free of charge.

