

Elisa Viihde service terms and conditions of contract for content subject to charges, 1 July 2015

The Elisa Viihde service terms and conditions of contract for content subject to charges apply to paid programme content, such as programme libraries, channel packages and rented films, which are ordered separately using the Elisa Viihde service.

1. General

These terms and conditions apply to the provision of channels, subscription TV channels and content (the programme service) to consumers (the customer) over the internet in relation to the Elisa Viihde service. The applicable terms and conditions of the Elisa Viihde service and user accounts apply to ordering and using programme services via the Elisa Viihde service or the user interface.

A service agreement between Elisa Group (the company) and the customer is formed when Elisa or a party authorised by Elisa has accepted the customer's order, the customer has received an order confirmation or if the customer orders the programme service using Elisa's online service or a different distance sales channel and the customer has not exercised his/her right to cancel the order within 14 days of receiving the order confirmation. However, the customer is not entitled to cancel orders for digital content on the Elisa Viihde service if provision of the content service has begun by virtue of the customer's order. Digital content includes films rented from Elisa Viihde.

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

If the programme service is ordered electronically using an Elisa Viihde service device, on the website or in any other way, it will be opened immediately unless otherwise stated. If the programme service is ordered in a shop or on the phone, the opening time must be agreed upon when the contract is entered into.

Elisa is entitled to check the customer's credit details and to decline to make a service agreement if the customer has bad debts.

2. Subject of the agreement

Elisa provides the customer with access to the programme service on the Elisa Viihde device in use or via the Elisa Viihde user interface on any of the customer's other devices. The service includes providing the content of the services to the customers who are located in the service availability area and who have the technical prerequisites and devices to receive the service. Programme services are only intended for consumers. The customer is responsible for the devices and network connections related to using the service, as well as for ensuring that browsers and other software are sufficiently secure, functional and compatible with the services.

The availability of the programme services may be restricted to certain geographical areas or devices for copyright reasons.

3. Elisa's liabilities and limits to liability

Elisa is not responsible for the content of the programme services. The rightsholders are responsible for the content. Elisa is not responsible for changes, disruptions or interruptions to programmes made by external programme providers, nor for any inconvenience or loss these may cause to the customer.

Elisa is not responsible for services offered by third parties, the functionality of data communication networks or other functional parts, nor for any possible impacts of these on the functionality of the services.

Elisa is obliged to compensate the customer only in the event of direct loss caused by Elisa deliberately acting in breach of legislation or the agreement. Such direct loss ordinarily refers to direct costs such as postal and telephone costs incurred in investigating faults. Compensation is not paid solely for effort expended, such as the use of the person's own time or the client's time.

The customer is not entitled to receive compensation unless the customer informs Elisa of the error and presents a claim for compensation within a reasonable period. The customer must provide evidence of the loss he/she has incurred. Elisa is not liable to the customer or to third parties for indirect losses such as loss of profit or financial loss. The maximum amount of compensation that Elisa can be liable to pay is limited to a sum corresponding to one month of the service fee paid by the customer to Elisa. The customer must take all reasonable measures to limit the loss. The customer is liable for losses incurred due to neglecting to limit loss. Elisa is not responsible for the action of the customer or third parties, nor for the loss caused by these.

Elisa will be released from its contractual obligations and liability for damages if force majeure prevents the agreement from being fulfilled or delays fulfilment. The terms and conditions applying to limitations of liability do not limit the following rights of the consumer under compelling legislation.

4. The customer's use of the service and responsibilities

The programme services and the intellectual property rights to programmes usually belong to third parties. The programme services are intended for the customer's personal use and they must not be shown publicly or distributed to third parties in whole or in part. The customer is not entitled to record, broadcast, show or use programmes or programmes services in any way beyond the scope permitted under the Copyright Act. The customer must not retransmit the programme service in whole or in part to third parties.

If the customer breaches these conditions, Elisa is entitled to block access to the programme service or terminate the agreement with immediate effect.

5. Fees

The customer is obliged to pay the company fees in accordance with the prevailing price list or the price stated when the order was placed. One-off payments will not be refunded.

The minimum order period for programme services is one (1) month. The billing period is one (1) month. The fees will be charged during the billing period or when the minimum billing threshold has been reached.

If payment is late or unsuccessful the customer is obliged to pay penalty interest for late payment in accordance with the Interest Act, along with all of the costs incurred in collecting the debt. Any complaints about bills must be made before the due date of the bill. In the event of a dispute regarding a bill, the undisputed amount must be paid by the due date. Elisa is entitled to close programme services ordered by the customer if the customer has not paid his/her bill despite receiving payment reminders or if it has not been possible to debit the fee from the customer's account or credit card. Elisa is entitled to charge a fee for sending payment reminders as per the price list.

Elisa is entitled to change the fees. Changes to non-recurring fees are stated in the price list or otherwise stated when the order is placed. The customer is informed of changes to regularly recurring fees one month in advance.

6. Transfer of the agreement and amendments to the agreement

The customer is not entitled to transfer the agreement to a third party. Elisa may transfer the agreement to a third party by informing the customer of the transfer.

Elisa is entitled to change the terms and conditions of this contract and to alter or discontinue programme services in accordance with the contract and price list by informing the customer of the changes one (1) month before they take effect. The new terms and conditions of contract and prices will apply to the service when they enter into force unless the customer terminates the agreement within one (1) month of being informed of the change.

7. Terminating a programme service agreement

Unless otherwise agreed, the agreement is valid until terminated. The customer may terminate the ongoing agreement by informing Elisa. Upon termination, the customer can be charged up until the end of the current billing period and charges made for the billing period will not be refunded. In such a situation, the customer may use the service until the end of the billing period. However, a fixed-length agreement cannot be terminated during the contractual period. If the customer terminates an agreement during a fixed-length order period, the customer is obliged to pay for the services it has ordered until the end of the order periods.

The minimum order period for Services is one (1) month. The billing period is one (1) month. The fees will be charged during the billing period or when the minimum billing threshold has been reached.

It is characteristic of programme services that changes occur in the range of channels and programmes on offer for reasons beyond Elisa's control. Elisa cannot influence the decisions made by channel and programme companies or third parties regarding the content of services. As such, the offering of a channel, series or sport in a channel package may end or change during the contractual relationship. Efforts are made to keep the service as similar as possible in terms of content and sufficiently diverse in the event such changes. If this is not possible, the customer will be entitled to terminate the agreement, regardless of whether it is a fixed-length or ongoing agreement, when the content changes.

If the does not comply with the terms and conditions of this agreement, Elisa is entitled to cancel the agreement at the customer's expense with immediate effect. Elisa is entitled to terminate the agreement in writing with one (1) month's notice.

8. Other terms and conditions

This agreement is governed by Finnish law.

The customer is entitled to bring legal proceedings against Elisa before a District Court in Finland providing that the Court's jurisdiction covers the customer's domicile or permanent place of residence or Elisa's domicile or the location where Elisa's administrative affairs are primarily handled. In other circumstances, the Code of Judicial Practice will determine the location where legal proceedings can be heard. If there is no other court of law competent to handle the matter, disputes arising from the agreement will be brought before the District Court of Helsinki.

The customer is also entitled to bring a dispute arising from the agreement before the Consumer Disputes Board, which can issue advisory verdicts.