

Elisa Viihde App service description and terms and conditions of contract, 12 November 2015

These terms and conditions also apply to Elisa Viihde user accounts, which enable content such as programme libraries, channel packages and rented films to be ordered and watched using the Elisa Viihde user interface. The service description and features (such as recording) of the Elisa Viihde App, which is subject to a monthly fee, only apply to the customer who has ordered the service in question. Separate terms and conditions of contract apply to content that is subject to charge.

Elisa Viihde App service description

The Elisa Viihde App (the Service) is a modern, personal entertainment service that enables you to enjoy TV programmes and other entertainment whenever suits you best.

The Service includes:

- 5,000 GB of storage space for TV programmes, corresponding to around 2,500 hours of online recording space, which can be used to store programmes broadcast on several free-to-view TV channels and to watch these programmes in Finland.*
- The mobile user interface for using the Service (Android, iOS, Windows Phone) and a web-based user interface**
- A video rental shop***
- The option to order and watch content from programme libraries***

To use the Elisa Viihde App, you will need a sufficiently fast internet connection (more than 1 Mbit/s) and a compatible mobile device with the Elisa Viihde App installed. The best picture quality requires an even faster internet connection. The Service uses considerable amounts of data and we recommend a fixed-price internet connection.

The Service features vary depending on the type and version of operating system in use. Not all of the features are available on all user interfaces. Some of the services may be subject to additional charges depending on the user interface. The Service is personal, so content can only be viewed using one user interface at a time.

The Elisa Viihde service provides you with around 2,500 hours of recording space for TV programmes. You can record programmes from several free-to-view channels at the same time. For copyright reasons, it is not possible to record TV programmes on all of the channels available on Elisa Viihde. Recording channels or specific programme content on channels may be subject to restrictions due to decisions by rightsholders, legislation or other factors independent of Elisa. From 2017 onwards, the oldest recordings (more than 2 years old) will be automatically deleted from the customer's recordings folder in accordance with permits granted by copyright holders. Programmes recorded from commercial channels may begin with adverts that are specified by the channel and that cannot be skipped.

Elisa collects data on the usage and functionality of the Service. Elisa develops its services in a customer-oriented manner and this data is used for purposes such as preventing, detecting and rectifying errors, developing the service, customer communications, marketing and recommending content. Elisa does not disclose data about individual users of the service to third parties. When you use third-party services via the Elisa Viihde user interface, usage data will also be collected for the purposes stated by the service provider.

** The channels that can be recorded and the retention time of recordings are subject to restrictions for copyright reasons*

*** Features may vary depending on the operating system, device and version*

**** Service subject to an additional charge. Service availability varies depending on the user interface.*

Elisa Viihde App terms and conditions of contract

1. General

The Elisa Viihde App (hereinafter "the Service") can only be used for personal, private use.

If the content of the agreement documents is contradictory, the following order of precedence will apply:

- The agreement and the terms and conditions of the sales campaign if applicable
- The service-specific terms and conditions
- The price list

2. Inception of the agreement

By taking the Elisa Viihde App into use, registering for the Service, watching programmes using the Service or ordering the Service, you accept that these terms and conditions apply to using the Service and viewing content via the Service.

The agreement between Elisa Corporation and the customer takes effect when Elisa or a party authorised by Elisa has approved the customer's registration or order, for example by opening access to the Service or by providing the content ordered by the customer or an order confirmation. If the customer orders the Service using Elisa's online service or any other distance sales channel, a service agreement will take effect when the customer has received an order confirmation and the customer has not exercised his/her right to cancel 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.

3. Agreement duration and termination

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.

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 an ongoing agreement by providing one (1) month's written notice.

4. Requirements for using the service

The customer is responsible for purchasing and paying for components that are not part of the Service. These may include a subscription, a data transfer service or a device required for using the Service.

The Service requires an internet connection to function. The customer is responsible for the devices and network connections related to using the Service, as well as for ensuring that devices, browsers and other software are sufficiently secure, functional and compatible with the Services. 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.

The availability of the Services may be restricted to certain geographical areas or devices. Elisa is entitled to automatically update the software belonging to the Service and to change software settings.

5. Service content

The Service content is specified in the service description. Elisa is entitled to provide the Service in the manner it considers best and to change the features and content of the Service or to remove parts thereof. Elisa constantly develops its services, so the content of the Service may change. The Service is personal, so content can only be viewed using one user interface at a time.

The Service content may also change for copyright reasons if copyright holders do not grant rights to service features or alter or rescind rights they have granted. Some of the Service features are restricted for use in Finland only.

Recordings have a limited retention period on the Elisa Viihde Service. The retention period for recordings and restrictions related to channels or programme content may change during the contractual period. Elisa is entitled to make changes to the maximum retention period of recordings as demanded by copyright holders or for other reasons unattributable to Elisa. It is also entitled to make changes to restrictions related to channels and programme content during the contractual period.

Advertisements for Elisa and its partners may be shown on the Elisa Viihde service. The customer's recordings may include the TV channel's advertisements, which may differ from those shown when the programme was broadcast. Restrictions may apply to skipping advertisements.

The Service includes a news service, which provides the customer with regular, up-to-date information about customer benefits and offers available from Elisa and its partners or other parties selected by Elisa. The customer also receives information electronically – for example, by text message and email – and via the user interface. Elisa may update devices required for the service via remote management without providing notification.

Elisa may process customer details, as well as identification and location data, in accordance with applicable legislation and in the manner described in Elisa's description of its customer data file and its information security principles. Data may be disclosed under the conditions stipulated in legislation.

6. Service development and services in an experimental phase

Elisa constantly develops its services. Development involves experimentation and testing of various features. The Service may include functionality in trial use ("beta features"). Beta features may be available to customers at no extra charge but they are not included as services provided in accordance with the Elisa Viihde agreement. It is typical for such features in trial use to be available for a limited time only, so they may disappear without prior notification. The appearance of the Service may change as the Service is developed.

Elisa may temporarily suspend provision of the service or restrict the use of the service without the customer's consent if this is necessary for purposes such as maintenance work or information security. Such a suspension does not constitute an error in the Service.

7. Service charges and ordering additional services

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

In addition to the Service itself, the customer may order other services for an additional charge. Additional services related to the Service can only be ordered by the customer. The customer is liable for orders placed via the user interface and related payments. A fee is charged for services subject to additional fees. This fee will be charged as part of the monthly bill or when the order is placed.

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 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.

8. Customer's responsibility for devices and user accounts belonging to the Service

The customer's responsibility for devices, user accounts and passwords belonging to the Service begins when the customer receives them. The user accounts and passwords related to the Service are personal and they are for private use only. The Customer is responsible for the appropriate use of the user account and password. It is forbidden to disclose usernames and passwords to unauthorised third parties. The customer must inform Elisa immediately if a third party has gained knowledge of a username or password related to the Service.

9. Copyright restrictions related to the Service and its use

The Elisa Viihde service is intended for the customer's private use only. The Service content cannot be used for public presentation or distribution to an audience. The customer is not entitled to copy content from the service in contravention of legislation of the terms and conditions of use, nor to hand over any such copies to other parties. The customer must not use the Service as part of its own services, products or business activities and it must not sell on Services provided by Elisa.

The intellectual property rights related to Elisa's services and products belong to Elisa or third parties, such as the software owner. Elisa grants the customer restricted rights to use the Service in accordance with the agreement for the duration of the contractual period, as well as to use software provided on the basis of the agreement as part of the Service for the agreed purpose only.

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

10. Use of data and cookies

Elisa collects data on the usage and functionality of the Service. Elisa develops its services in a customer-oriented manner and this data is used for purposes such as preventing, detecting and rectifying errors, developing the service, customer communications, marketing and recommending content. Elisa does not disclose data about individual users of the service to third parties. When you use third-party services via the Elisa Viihde user interface, usage data will also be collected for the purposes stated by the service provider.

To make the Services easier to use, faster and easier to monitor, cookies may occasionally be transferred to the customer's device or part of the app used by the customer may contain equivalent technology that enables data to be collected on matters such as how and when the Services are used. The customer may block cookies by changing the settings on his/her browser or device so the browser does not accept stored data. The customer accepts that blocking cookies or the use of equivalent technologies may impact the Services or prevent them from being used.

11. Elisa's liabilities and limits to liability

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.

12. Other terms and conditions

Elisa may send written notifications applying to this agreement to the most recent billing address or an email address or mobile phone number provided by the customer to Elisa or by any other appropriate means. The customer must ensure that Elisa has up-to-date contact details for the customer.

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 agreement and to alter or discontinue Services in accordance with the agreement and price list by informing the customer of the changes one (1) month before the changes 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. If a change is due to a legislative amendment or a decision by the authorities, Elisa is also entitled to apply the change to fixed-length agreements as of the day on which the amendment or decision takes effect.

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.