

Agreement terms and conditions of the ELISA Tunnus service

1. General

These terms and conditions are adhered to when a customer concludes an agreement regarding the Elisa Tunnus service. The Elisa Tunnus service is an agreement separate from other agreements between Elisa and the customer, which the customer can use to manage services provided by Elisa. The services accessed with the Elisa Tunnus ID include the services provided by Elisa Corporation (Elisa) and the service providers included in the Group (hereinafter referred to as Elisa's services) and the services provided by trusted third parties (hereinafter referred to as Other service). A prerequisite of the deployment of the services is an agreement concluded by the customer with Elisa on the Elisa Tunnus ID. These terms and conditions are adhered to in addition to the other agreement terms and conditions, product descriptions and instructions concerning the services. If the other agreement terms and conditions, product descriptions and instructions are in conflict with these terms and conditions, these terms and conditions take priority unless otherwise expressly announced. What is hereinafter in these terms and conditions provided concerning the customer apply to both consumer customer and corporate and institutional customers, unless otherwise expressly stated in the section in question. In these terms and conditions, a consumer customer refers to a natural person who concludes the agreement primarily for purposes other than their business activities. These terms and conditions are available in Finnish, Swedish and English. In case of any discrepancies between the versions in different languages, the Finnish terms and conditions are decisive.

2. Content of the service

Elisa announces the contents of the Elisa Tunnus service in the user instructions and product information. Elisa has the right to make changes to the service selection and functioning and content of the services. The customer may use the Elisa Tunnus via a means of distance communication. For the purpose of using the Elisa Tunnus ID, Elisa may also provide an application intended for IT equipment. A means of distance communication refers herein to a computer, phone or other terminal device that is suitable for using the Elisa Tunnus service. A means of distance communication may be used for concluding agreements and using services without the parties to the agreement being present at the same time. The minimum technical requirements of the means of distance communication that are required by the Elisa Tunnus service are defined on Elisa's website (elisa.fi). The services provided for use via different means of distance communication may differ in terms of content and functionality from both each other and services provided by other methods.

3. Authentication

3.1 Authentication credentials

The customer can use the services accessible with the Elisa Tunnus ID by means of the following customer-specific authentication methods defined by Elisa:

- username and password
- username and one-time password sent to the terminal device
- mobile certificate

(Hereinafter individually or together referred to as “authentication credentials”.)

At the customer’s request, Elisa may provide the customer with several authentication credentials for accessing the service. Elisa may also offer the customer an opportunity to use the Elisa Tunnus service with a combination of a password created using the authentication credentials and a username provided by Elisa (hereinafter referred to as “password-based authentication”) in a manner defined at any given time by Elisa. With the help of password-based authentication, the customer can access the services defined at any given time by Elisa in the Elisa Tunnus service. Elisa may reset the authentication credentials or a part thereof by providing the customer with new authentication credentials. Elisa and the customer may separately agree on the use of another personal or company-specific identifier or certificate that corresponds to the authentication credentials.

3.2. Creating the authentication credentials

The customer creates the authentication credentials in the service. Creating the authentication credentials requires authentication using online banking codes or a mobile certificate. The authentication credentials may also be created at an Elisa shop where the identity of the customer is verified.

In accordance with its policies, Elisa will issue the authentication credentials for the Elisa Tunnus service after the customer has requested their creation

3.3. Using the authentication credentials

The authentication credentials may only be used by the customer who has concluded the agreement concerning the services accessible with the Elisa Tunnus ID, for whom Elisa has issued the authentication credentials. Elisa provides the instructions on the use of the authentication credentials in its guidelines concerning the safe use of the Elisa Tunnus ID.

3.3.1 Authentication in the Elisa Tunnus service

To use the Elisa Tunnus services, the customer authenticates themselves by sending their authentication credentials to Elisa upon logging in. After logging in to the Elisa Tunnus service, the customer may not allow anyone else to use the service.

When entered in the manner required by the service, the authentication credentials correspond to the customer’s signature. All assignments, applications, agreements and other

expressions of intent and messages that have been made using the customer's authentication credentials are binding to the customer or the party represented by the customer, after the authentication credentials have been sent to Elisa in the manner required by the Elisa Tunnus service.

3.3.2 Using the authentication credentials for strong electronic authentication

With the Elisa Tunnus service, the consumer customer cannot authenticate themselves in the manner provided in the Act on Strong Electronic Identification and Electronic Signatures (617/2009). The mobile certificate provided by Elisa constitutes strong electronic authentication as provided in the Act on Strong Electronic Identification and Electronic Signatures (617/2009).

4. Using the authentication credentials and the responsibility for using them

4.1. General information about storing the authentication credentials and the customer's responsibility

The authentication credentials of consumer customers are personal and may not be even partially disclosed or given to the possession of third parties. The consumer customer may not authorise the use of the authentication credentials. The authentication credentials may be used for representing a person based on an order to supervise the interests of the person.

The customer commits to storing the authentication credentials carefully and to frequently ensuring that the authentication credentials are safe. The customer should ensure that the authentication credentials are not even partially disclosed or given to the possession of third parties. The customer commits to keeping the authentication credentials, which include a username, PIN code or other authentication methods approved by Elisa, separate from one another. The authentication credentials may not be copied, stored or reproduced except in Elisa's system or in a manner approved by Elisa.

If the authentication credentials have been lost or the customer has a reason to suspect that they have been even partially disclosed or given to the possession of a third party, the customer is obligated to immediately change the password of their username in the Elisa Tunnus service or in customer service. If the customer is prevented from changing the password themselves in the Elisa Tunnus service or in customer service, they are obligated to notify Elisa of this in order to prevent unauthorised use of the services. The notification can be made at any Elisa shop (not at sales outlets) in Finland during their service hours or by calling customer service during its service hours.

The service hours of Elisa's customer service are provided on Elisa's website (Elisa.fi).

4.2. Liability of the consumer customer concerning the use of the authentication credentials in the Elisa Tunnus service.

In the case of unauthorised use of the authentication credentials in the Elisa Tunnus service, the consumer customer is liable for the damage caused by the unauthorised use of the authentication credentials and the commitments made using the authentication credentials if: 1) the consumer customer has disclosed the authentication credentials to someone else or made the service connection opened with their authentication credentials available to a third party, 2) the loss, unauthorised disclosure to or giving to the possession of someone else or unauthorised use of the authentication credentials is due to the negligence of the consumer customer or the consumer customer has neglected their obligations based on these terms and conditions; or 3) the consumer customer has failed to notify, without undue delay, Elisa or the cancellation service in the manner described above of the loss, unauthorised disclosure or giving to the possession of someone else or unauthorised use of the authentication credentials after noticing it. In the case referred to in section 1 above, the consumer customer shall be liable for the damage caused by unauthorised use of the authentication credentials in full and, in cases referred to in sections 2 and 3, up to no more than EUR 150. However, the consumer customer is always liable for the damage in full if they have acted intentionally or with gross negligence.

Elisa is liable for unauthorised use of the authentication credentials of consumer customers in the Elisa Tunnus service despite the fulfilment of the liability grounds referred to above in item 1,2 or 3 as follows: 1) Elisa is liable for damage to the extent that the authentication credentials have been used after Elisa or the cancellation service has been notified of the loss, unauthorised disclosure to or giving to the possession of someone else or unauthorised use of the authentication credentials. 2) Elisa is liable for damage if Elisa has not duly ensured that the consumer customer has the opportunity at any time to submit a notification of the loss, unauthorised disclosure or giving to the possession of someone else or unauthorised use of the authentication credentials. Nevertheless, the consumer customer is, notwithstanding the above, liable in full for any unauthorised use of the authentication credentials in the Elisa Tunnus service, if they have intentionally submitted a false declaration or otherwise acted fraudulently.

5. Equipment, programs and telecommunications

The customer obtains, at their own expense, the means of distance communication and other devices, programs and telephone and other telecommunications connections required to use the service as well as other required services and is responsible for their operating and maintenance costs, safety and functioning.

The customer ensures that their means of distance communication, other devices, programs and services have been appropriately protected against unauthorised use and that nobody has the opportunity to gain the possession of or access their authentication credentials. Elisa has the right to interrupt the provision of the service if the means of distance communication or other devices, programs or telecommunications jeopardise the safety of the service. Elisa does guarantee that the services provided by Elisa can be used on the customer's means of distance communication or other devices. With regard to its own

information systems, Elisa is responsible for ensuring that their information security has been appropriately arranged.

6. Service agreements

Elisa has the right to determine the service types in which the Elisa Tunnus service can be used or on which an agreement can be concluded, amended, terminated or otherwise managed. Elisa may define an upper and lower limit for the procedures to be performed through the Elisa Tunnus service.

For safety reasons, Elisa may request additional authentication on procedures customers have provided through the Elisa Tunnus service.

7. Use of personal and customer information

As the data controller, Elisa processes personal information when it provides products and services that the parties have agreed on. Elisa processes personal information in order to maintain the Elisa Tunnus service regardless of whether the customer has any other Elisa products and services. Furthermore, Elisa processes personal information in other contexts, when such is necessary in order to comply with legislation and other regulations. Detailed information on the processing of personal information at Elisa is provided in the privacy policy available on the company's website. The privacy policy can also be obtained by contacting Elisa. The privacy policy contains information on the rights related to the processing of personal information, including the right to access the information, the right to rectify the information and the right to transfer the information from one system to another. By using the Elisa Tunnus service, the customer grants Elisa their express consent to process information that is required in order to provide the service.

The customer's personal credit history can be accessed when the customer performs actions concerning services or agreements through the Elisa Tunnus service. The credit history is obtained from the credit rating register of parties operating in Finland. Elisa also obtains personal information from customer default registers.

8. Customer complaints

Complaints or claims concerning a service provided by Elisa or a procedure performed for Elisa should be filed with Elisa in writing or as a customer service message in the Elisa Tunnus service without delay or no later than 90 calendar days from the date of the service or procedure, unless the customer and Elisa have, on a service-specific basis, agreed otherwise about the complaint period or unless otherwise provided by compelling legislation.

If the customer uses the Elisa Tunnus ID to access services provided by a third party, the complaints concerning these services should be addressed to the provider of the services.

With regard to payment instruction services, the complaint procedure has been agreed in the general terms and conditions of transfer of payments.

9. Right of cancellation

Service agreements concluded by a consumer customer in the Elisa Tunnus service may include a cancellation right. The cancellation right is described in the product-specific information or the product terms and conditions. Unless otherwise provided in the product-specific information or terms and conditions on the cancellation right and/or on exercising it, the following terms and conditions apply. The consumer customer has the right to cancel an agreement they have concluded in the Elisa Tunnus service by notifying Elisa as the party to the agreement or another service provider of the cancellation within 14 days of concluding the agreement. The cancellation notification can be submitted in writing, in customer service or in an Elisa shop.

The cancellation notification must be specific to the service being cancelled and include, at a minimum, the following information: the customer's name, personal identity code, the agreement to be cancelled and the customer's signature.

When a consumer customer cancels the agreement, Elisa has the right to charge for the service already provided, as stated in the product-specific description. The payments and other assets received on the basis of the agreement must be returned within 30 days of the submission of the cancellation notice at risk that the cancellation otherwise expires. The cancellation right does not exist when accessing the services via a means of distance communication is related to an existing agreement or if the agreement is fulfilled at the express request of the consumer customer before the cancellation period ends. The cancellation right also does not exist when making amendments to the agreement.

10. Copyright and trademarks

The copyrights, trademarks and other intellectual property rights related to the Elisa Tunnus service and the software, programs and applications provided by Elisa are the property of Elisa, other service provider or a third party. All rights to copyrights, trademarks and other intellectual property rights are reserved. A customer using the Elisa Tunnus service commits to not publishing, reproducing or distributing information contained by the services or the services or applications provided by Elisa electronically or through other communications channels without a written permission from the copyright holder. The customer has the right to make a backup copy of the application provided by Elisa. The application may only be used for its original purpose.

11. Elisa's right to interrupt the use of the authentication credentials or the service

11.1. Elisa's right to prevent the use of the authentication credentials

Elisa has the right to prevent the use of the authentication credentials or to not perform a procedure assigned to Elisa or to not process an application sent to Elisa 1) for safety

reasons; 2) if the authentication credentials contain an apparent error; 3) if there is a reason to suspect that the authentication credentials are used without permission or fraudulently; 4) if the customer essentially uses the authentication credentials in violation of these terms and conditions; 5) if the customer is deceased; or 6) for a reason due to legislation or other regulations by the authorities.

In addition, Elisa has the right to prevent the use of the authentication credentials in the Elisa Tunnus service if the risk of the customer not being able to meet their payment obligation is considerably elevated, or if the use of the Elisa Tunnus service without the additional information defined by Elisa at any given time concerning the customer or their use of the services and submitted by the customer is, in accordance with Elisa's understanding, in violation of legislation or instructions by the authorities.

Elisa informs the customer of the prevention of the use of the authentication credentials and of the failure to fulfil or process an assignment given to or an application submitted to Elisa and the reasons thereof in writing or with a message in the Elisa Tunnus service in advance or immediately after the prevention of the use of the authentication credentials if this is justified to prevent or mitigate damage. The notification is not sent, if doing so jeopardises safety or is prohibited by law.

When the grounds for preventing the use of the authentication credentials no longer exist, Elisa shall restore, at the customer's request, the possibility to use the authentication credentials. In that case, Elisa restores the use of the authentication credentials, sends the customer new authentication credentials or part thereof, or the customer and Elisa conclude a new agreement on the Elisa Tunnus service.

11.2. Elisa's right to prevent the use of the services

Elisa shall have the right to immediately interrupt the use of the services included in the Elisa Tunnus service in full or partially or to not fulfil an assignment given or an application sent to Elisa due to compromised information security in the service or a known technical incident or, if the customer uses the service in violation of the purpose of the service, does not comply with the service terms and conditions, for a reason resulting from law or other regulation by the authorities, or if the customer is declared bankrupt, placed in corporate restructuring or liquidation, or the customer applies for a composition arrangement, stops payments, or when Elisa has a reason to suspect that the service is used for unlawful activities or in a manner that may cause damage or risk to Elisa, another service provider or a third party. For a reason based on law, Elisa can prevent the use of the payment instruction service or account information service.

12. Liability for damages and Elisa's limitations of liability

Elisa is only liable for compensating the customer for direct damage caused by Elisa's own error or negligence. In that case, Elisa only compensates for the necessary and reasonable costs incurred by investigating the damage and reimburses the service charges it has

collected only to the extent that they apply to the neglect or error that caused the damage. Elisa is not liable for any indirect damage sustained by the customer unless the damage was caused intentionally or through gross negligence or if the compensation is based on law. Indirect damages include the loss of revenue or loss of prospective profits caused by erroneous action by Elisa or the resulting measures, damages caused by an obligation based on other agreement, or other comparable damage that is difficult to foresee.

The customer must take reasonable measures to limit their losses. If the customer fails to do this, they themselves are liable for the damage in this respect.

Damages payable to the customer on the basis of action that is in violation of law or the agreement can be mediated if the damages are unreasonable, considering the cause of the violation, the customer's potential contribution to the damage, the consideration payable on the service, Elisa's opportunities to forecast and prevent the occurrence of the damage as well as other circumstances. Elisa shall not be liable for the action, services or products of other service providers. With regard to the payment instruction and account information services, the liability to pay damages is agreed in the service-specific terms and conditions.

The customer is not entitled to any compensation solely due to the termination of this agreement or due to the interruption of the use or distribution of the service, application or authentication credentials in situations defined in items 3 or 4. Elisa is not liable for damage caused by an unreasonable hindrance to Elisa's operations, due to a force majeure or equivalent reason.

Such cases of force majeure include:

- actions by the authorities,
- war or threat of war, insurrection or riot,
- a disturbance not related to Elisa in the delivery of messages, automatic data processing, data transfer, other electronic communication or supply of electricity,
- interruption or delay in Elisa's operations caused by fire or other accident,
- industrial action, such as a strike, lockout, boycott or embargo, even if it does not directly concern Elisa.

A force majeure or other condition mentioned above shall entitle Elisa to interrupt the delivery of the service until further notice.

13. Notifications between Elisa and the customer

Unless otherwise agreed, Elisa delivers the service messages, notifications and amendments to the terms and conditions related to the services connected to the Elisa Tunnus service and the applications provided by Elisa to the customer through the OmaElisa service, electronic communication tools or by post. Elisa may also provide the notifications concerning the security of the service on its website. The customer submits the notifications concerning these services to Elisa in writing, as a customer service message in the Elisa Tunnus service or in a manner agreed on separately. Unless otherwise agreed, a notification

sent by post is considered to have been received by the recipient no later than on the seventh day after it was sent and an electronic notification on the day it was sent. The languages customer can use are Finnish or Swedish. If the customer wishes to use a language other than Finnish or Swedish, they shall be responsible for obtaining the interpretation service they need and for the costs incurred by the interpretation service.

14. Elisa's right to change the agreement terms and conditions and service prices

Elisa has the right to amend the agreement concerning the services used with the Elisa Tunnus ID, these terms and conditions, specific agreement terms and conditions concerning the services, as well as service prices and other possible fees. Elisa notifies the consumer customer of the changes in the terms and conditions and the service price list in the OmaElisa service or in writing. The change enters into force starting from the date indicated by Elisa, but no earlier than two (2) months following the notification. The customer is considered to have accepted the change and the agreement shall continue with the changed terms and conditions, unless the consumer customer, by the announced date on which the changes take effect, notifies Elisa in writing or in a customer messages in the Elisa Tunnus service that they object to the change. The consumer customer has the right, until the announced date on which the changes take effect, to cancel this agreement to end immediately or before the announced date on which the change takes effect. Upon the termination of the agreement, Elisa has the right to immediately discontinue the provision of the Elisa Tunnus service and to prevent the use of the authentication credentials. The changes to the terms and conditions of individual services offered in the Elisa Tunnus service and to the service price list are subject to the terms and conditions of the services in question. The customer receives the agreement terms and conditions and advance information concerning the service during the contractual relationship in writing or through the Elisa Tunnus service.

15. Entry into force, validity and termination of the agreement

The agreement concerning the Elisa Tunnus ID enters into force when the customer has submitted the information required and approved these terms and conditions. The Agreement is valid until further notice. The Elisa Tunnus service is in effect independently of the customer's other agreements with Elisa.

The customer may cancel the agreement in writing to end immediately without a period of notice. Elisa reserves a reasonable time to close the service.

The customer is also responsible for the procedures performed through the service after the termination of the service. Elisa has the right to complete assignments unless they are cancelled separately in accordance with the terms and conditions of each service. The parties to the agreement have the right to annul the agreement if the other party has materially violated its obligations based on the agreement. The terms and conditions concerning the termination and annulment of individual services provided in the Elisa Tunnus service have been defined in the terms and conditions of the services in question.

16. Transfer of the agreement

Elisa has the right to transfer the rights and obligations referred to in the agreement to a third party. The rights and obligations based on the agreement between the customer and Elisa with regard to the party continuing the business operations are in effect if Elisa merges or demerges or transfers its business operations in full or partly. The customer may not transfer its rights or obligations referred to in the agreement to a third party.

17. Customer advice and rectification methods outside court

In issues related to these terms and conditions, the customer's primary contact should always be Elisa. The consumer customer may bring a dispute concerning these terms and conditions to the Consumer Disputes Board (KRIL, kuluttajariita.fi) for resolution. Before the matter is brought to the Consumer Disputes Board for resolution, the customer should contact the consumer advice services of the Local Register Offices.

18 Applicable law and settlement of disputes

This agreement is governed by the laws of Finland. Disputes concerning the agreement between the consumer customer and Elisa are resolved in the Helsinki District Court or in the district court of the locality in Finland the judicial district of which includes the consumer customer's registered address or permanent residence. If the consumer customer does not have a residence in Finland, disputes concerning this agreement are resolved in the Helsinki District Court.