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Service Description of the Elisa Kirja service

Elisa Kirja is a service intended for obtaining access rights to, reading, listening and storing electronic content.

The Service can be used to access electronic books and other content items from several publishers, available in formats listed by the provider. The Service can be used to browse the content catalogue, read presentations, author descriptions and reviews from other users, as well as read/listen to content samples before purchasing access rights.

Contents purchased from the Elisa Kirja service can be read and/or listened to in ways offered by Elisa at the time.

The Service contains

When a customer registers for the Service, the basic service includes the right to use the Elisa Kirja service, the user IDs necessary for using the service and a personal bookshelf. The Service allows, for example, the purchase of individual content items or an Elisa Kirja monthly subscription (hereinafter also "Monthly subscription"). Registration is free of charge. The Service is used in ways offered by Elisa at the time.

When using the Service, it is possible to purchase access rights to electronic books and other content from the selection available in the Service. Users of the Service can add content to personal checklists, review content, read author and content presentations and reviews from others, as well as read or listen to extracts of the content before making a purchase.

Advertisements from Elisa or its business partners may be displayed in the Service.

Using the Service

To use the Service, you must log in with a username and password. You can also edit your user account details in the Service.

The Service can also be used with separate applications, enabling access with various tablet devices and smartphones (e.g. iOS, Android operating systems). The applications can be downloaded separately from the application store of each device. The Service contains additional information about the applications available at the moment.

As a rule, content available in the Service is protected, either using copy protection technology or a so-called "watermark". These measures are used to prevent any cases of misuse.

Purchasing electronic content

Content can be purchased by using the Service with an Internet browser on a computer, tablet device or smartphone. Purchasing content may also be possible through the Elisa Kirja application. The payment for the purchased content can be made, for example, via online banking services, credit card or invoice. A monthly subscription cannot be paid via online banking services. In connection with credit card payments and invoices, Elisa has the right to check the customer's credit information and refuse to deliver the Service or require a security.

General

This Service Description is an appendix to the Special Terms and Conditions of the Elisa Kirja service. In addition, the Special Terms and Conditions for the Elisa Kirja service and Elisa's General Terms and Conditions for Consumer Customers apply to the agreement. The Service is subject to Elisa's privacy policy, available at elisa.fi/tietosuoja.

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Special Terms and Conditions of the Elisa Kirja service

1. General

The Elisa Kirja service (hereinafter "the Service") is intended for consumers.

These Special Terms and Conditions apply to the Service delivered by Elisa Corporation or a company belonging to the same Group (hereinafter "Elisa") to consumers. In these terms and conditions, "consumer" refers to a natural person (hereinafter "the Customer") who acquires the Service for private use. To the extent that these special terms and conditions do not otherwise specify, Elisa's general terms and conditions for consumers will apply.

2. Establishment of the agreement and registration

The agreement between Elisa and the Customer comes into effect after the Customer has registered for the Service. When the Customer purchases content through the Service, the Customer does not have the right to cancel or return the content, such as individual books, as the content consists of digital files which the Customer receives immediately after the purchase.

When a customer registers for the Service, the basic service includes the right to use the Elisa Kirja service and the user IDs necessary for using the service. Registering is free.

3. Service

3.1 Purchasing content

3.1.1 Purchasing individual content items

Through the Service, the Customer can purchase and download individual electronic books, audiobooks and other materials according to the selection available in the Service.

3.1.2 Purchasing, using and terminating a monthly fee service

Through the Service, the Customer can purchase a Monthly subscription. The Customer can read and/or listen to individual electronic books, audiobooks and other materials from the selection of the Monthly subscription in ways offered by Elisa at the time of use. The selection of the Monthly subscription can differ from the Service's general selection. The access right is valid when the Monthly subscription is in effect.

The Customer can terminate the Monthly subscription at any time, and the termination enters into force at the end of each subscription period.

The Monthly subscription may include a period during which the customer can test the Monthly subscription free of charge for a limited time following the terms and conditions defined when the customer placed its order (“the test period”).

The customer can only use the test period if the customer concerned has not used a test period or similar offer previously.

3.2 Content

The Customer has the right to use content obtained from the Service for private and personal purposes according to these conditions and the Copyright Act. In connection with a Monthly subscription, content can be used in one device at a time. The use of the Service can be limited to the number of different devices defined in the service description. Most of the electronic books, audiobooks and other content included in the Service's selection can be purchased without any geographical restrictions. However, some of the content included in the Service may be subject to geographical restrictions due to content and distribution agreements. Such restrictions may apply to content in foreign languages, in particular. The content that the restrictions apply to is intended mainly for the Finnish market.

After the content has been delivered to the Customer, the Customer is responsible for the storage of the content. Elisa monitors the usage of the Monthly subscription to prevent any cases of misuse. If the Service is used via the customer's account in a way significantly different from ordinary use (if Elisa suspects, for example, that content usage is being increased artificially or misused in a similar way), Elisa reserves the right to limit access to the Service or terminate the contract.

3.3 Other products and services

The Customer can also purchase other products and services through the Service according to the selection available.

4. Service fees

Registration for the Service is free. When using the Service, the Customer can purchase content that is charged separately according to the currently valid price list. In connection with a Monthly subscription, payments continue unless the Customer terminates the service. The period of notice is 14 days. However, the payments already made for the subscription period of the Monthly subscription are not returned. The prices include VAT. Elisa withholds the right to change the prices or offers without prior notification.

A registered Customer can purchase content from the Service using online bank payment, or by credit card or electronic invoice. In connection with credit card payments and invoices, Elisa reserves the right to check the Customer's credit information and refuse to deliver the content.

When the Customer uses the Service with different devices, the Customer may also incur various data transfer payments and similar payments according to the Customer's subscription or other contracts. The Customer is liable for all such charges.

5. The Customer's rights and responsibilities

The Customer is entitled to use the Service and the related software and content according to these terms of agreement.

The Customer is responsible for ensuring that, when using the Service, the Customer does not cause disturbance to other users or infringe the rights of other users, Elisa or any third party. The Customer is responsible for all personal operating fees incurred due to the use of the Service but not a part of the Service, as well as any claims and costs to any third party related to the use of the Service.

The Customer is responsible for the protection of their devices. The Customer is responsible for the consequences of inadequate security and for any damage caused to Elisa, users or third parties by viruses or other comparable objects introduced to the service network by the Customer, either intentionally or due to negligence.

The Customer is responsible for the text, images, music, software, files, orders and other similar materials left on the Service by the Customer and possibly distributed to other information networks, as well as their copyright, trademark, patent and other intellectual property rights, the acquisition and cost of the permits related to them, their legality in other respects, and the consequences and claims caused by any infringements of these.

If the Service is used with the Customer's knowledge for illegal or unethical actions and this damages Elisa or its goodwill, the Customer is responsible for the damage caused to Elisa.

6. Elisa's rights and responsibilities

For Services subject to a charge, Elisa is entitled to check the Customer's credit information and, at its discretion, require a reasonable advance payment or security from the Customer.

Elisa has the right to produce the Service in the manner it deems best and to change the content and products of the Service or remove parts of them without separate notification. Elisa does not guarantee the availability of content removed from sale.

Elisa's liability does not, in any event, extend to the actions of a third party, the operation of the communications network or other functional components owned by a third party, or their potential impact on the functionality of the Service.

Elisa is not responsible for the functionality of the hardware or software used by the Customer or their compatibility with the Service. Elisa is not responsible for the content or other properties of other services connected to the Service or reachable through the Service.

Elisa is entitled to interrupt and prevent any use of the Service and data traffic as well as remove any material that violates the relevant legislation and these terms of agreement immediately and without prior notification.

Elisa is entitled to change the user ID and password used by the Customer if they cause any conflict or overlap in Elisa's information systems. Elisa will notify the Customer of any changes.

Elisa is only liable for direct damage it has caused to the Customer due to negligence. Elisa is not, under any circumstances, liable for any indirect or consequential damage incurred by the Customer, or for damage that is due to force majeure, Services that are free of charge, factors that are the responsibility of the Customer or a third party, or minor errors or defects.

7. Intellectual property rights and protection

The copyright and other intellectual property rights of the Service and the related software, products and content belong to Elisa and/or third parties.

The Services and content forwarded by Elisa are intended for the Customer's private use. They may not be presented in public, used for business purposes or distributed to third parties in full or in part. The Customer is not entitled to copy, forward, present or use the content or the Services otherwise than what is provided for in the agreement and in the Finnish Copyright Act. The reproduction, transfer, distribution and storage of the software and user interfaces included in the Service in full or in part is prohibited.

Elisa is not responsible for the content the Customer obtains through the Service, such as books, magazines or other material. The responsibility for the content lies with the holders of the intellectual property rights.

To protect copyright and tag the content, a technical protection method is used. The provider of the protection system is responsible for its functioning. The Customer does not have the right to remove the protection from the content. The purpose of the protection is to prevent illegal use and copying of the content. Removing the protection and using the content in an unauthorised manner may result in criminal liability as provided for by the law. The Customer understands that with the protection function, the content can be identified and connected to the Customer. The protection enables limiting the functionality and copying of the content in cases of misuse. Elisa is not responsible for software provided by third parties or any changes related to content protection made by a third party unilaterally.

8. The Customer's responsibility for the user IDs connected to the Service

When registering for the Service, the Customer receives a personal user ID and password for the Service. The Customer's responsibility for the user IDs and passwords connected to the Service starts after they have been received. The Customer is responsible for ensuring that the user ID and password do not fall into the hands of outside parties. The Customer is responsible for all use with the Customer's user ID and password.

Handing the user ID and password over to a third party is not permitted. The customer must notify Elisa immediately if the user ID or password included in the Service has fallen into the hands of a third party.

9. Agreement period and termination of the agreement

The Customer starts using the Service by registering for the Service. If the Customer wishes to stop using the Service, the Customer can terminate the Service with a notice period of 14 days.

10. Data protection

The Service is subject to Elisa's privacy policy, available at elisa.fi/tietosuoja.

11. Other terms and conditions

Elisa will send all written notifications concerning this agreement to the invoicing address the Customer has last reported or the email address or mobile phone number the Customer has reported to Elisa. The Customer must inform Elisa of any changes to this information without delay.

The agreement and the use of the Service are subject to the Finnish law, regardless of which country the Service is used in.

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