

22 July 2013

## Special Terms and Conditions of the Elisa Kirja service

### 1. General

The Elisa Kirja service (hereinafter “the Content service”) is intended for consumers.

These Special Terms and Conditions apply to the Content 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 Content service for private use. To the extent that these special terms and conditions do not otherwise specify, Elisa Oyj's general terms and conditions for consumers will apply.

### 2. Conclusion of the agreement

The agreement between Elisa and the Customer comes into effect after the Customer has registered for the Content service.

When the Customer purchases content through the Content 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.

### 3. Service

#### 3.1 Registration

When a Customer registers for the Content service, the basic service includes the right to use the Elisa Kirja service and the user ID necessary for using the Content service. Registration is free.

#### 3.2 Content

Through the Content service, the Customer can purchase and download individual electronic books, audiobooks and other material from the selection available in the Content service. The Customer is entitled to use the content purchased from the Content service for private use according to the Finnish Copyright Act. Most of the electronic books, audiobooks and other content included in the Content service's selection can be purchased without any geographical restrictions. However, some of the books included in the Content service may be subject to geographical restrictions due to content and distribution agreements. Such restrictions may apply to books in foreign languages, in particular. Books subject to such restrictions are primarily aimed at the Finnish market and people residing in Finland.

After the content has been delivered to the Customer, the Customer is responsible for the storage of the content. However, a Customer who has registered for the Content service can download the purchased content from the Content service again, subject to the restrictions stated in Section 6.

#### 3.3. Other products and services

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

#### 4. Service fees

Registration for the Content service is free. When using the Content service, the Customer can purchase products that are charged separately according to the currently valid price list. All prices include VAT. Elisa withholds the right to change the prices or offers without prior notification.

A registered Customer can purchase books from the Content service using online bank payment or by credit card. In Finland a Customer can also pay by electronic invoice. Paying by credit card or invoice is possible if the customer does not have a bad credit history.

When the Customer uses the Content service with various devices, the Customer may additionally incur various charges for data transfer, etc. according to the Customer's subscription and other agreements. The Customer is liable for all such charges.

#### 5. The Customer's rights and responsibilities

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

The Customer is responsible for ensuring that, when using the Content 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 Content service but not a part of the Content service, as well as any claims and costs to any third party related to the use of the Content service.

The Customer is responsible for the security of their own computer, data system or other equipment. The Customer is responsible for the consequences of inadequate security and for any damage caused to Elisa, other users or third parties by viruses or other comparable objects introduced to the Content 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 Content 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 Content 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 Content 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 Content service in the manner it deems best and to change the content and products of the Content service or remove parts of them without separate notification. For content removed from sale, the possibility of downloading the content again may not be available.

Elisa's responsibility 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 Content service.

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

Elisa is entitled to interrupt and prevent any use of the Content 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 the aforementioned 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 Content service and the related software, products and content belong to Elisa and/or third parties.

The Content service and content offered by Elisa is intended for the Customer's private use and must not be made available to the 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 Content 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 Content service in full or in part is prohibited.

Elisa is not responsible for the content the Customer obtains through the Content 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 Content service

When registering for the Content service, the Customer receives a personal user ID and password for the Content service. The Customer's responsibility for the user IDs and passwords connected to the Content service begins upon receiving them. 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 forbidden. The Customer must notify Elisa immediately if a user ID, subscription or password related to the Content service has fallen into the hands of a third party.

#### 9. Agreement period and termination of the agreement

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

#### 10. Information security

Elisa registers the information that the Customers provides about themselves during registration. Elisa can also register other information about customers according to the Personal Data Act. The information can be processed and used for purposes related to the Content service, for research activities, and for directing advertising and direct marketing from Elisa and its business partners based on customer information through Elisa's webpages related to the Content service or Elisa's other services and means of communication, without delivering any personal data to an outside party. Regardless of the above, Elisa may submit information to technical content protection suppliers concerning the Customer that is necessary for verifying the Customer's right to use the Content service. Elisa may collect the Customer's personal identity number, combine customer information and identification information included in the content and store this information for the purpose of implementing the Customer's and Elisa's rights and obligations.

#### Use of cookies and other similar techniques

In order to make the use of the Content service's content easier and faster and to track it, so-called "cookies" may at times be transferred to the Customer's computer, or an application used by the Customer may include some other comparable technique. A cookie is a small text file with which information on when and how the Content service is used can be collected: for instance, from which webpage the Customer has arrived to the Content service, when and which of our webpages the Customer has browsed, which browser the Customer is using, what the Customer's display resolution and operating system are, and what the IP address of the Customer's computer is, i.e.

from which Internet address the information sent by the Customer comes from and where the information is received. These procedures do not cause any harm to the Customer's computers or files.

The purpose of the use of cookies or other comparable techniques is to assist in analysing the Content service to detect any possibilities for improvement and to further develop the Content service. In addition, the Elisa and its business partners may utilise cookies and other comparable techniques for statistical monitoring of the number of visitors to the Content service. Elisa and its business partners may also utilise the information collected with the help of cookies and other comparable techniques to produce advertising targeted according to the Customer's interests.

The Customer can prevent the use of cookies by changing their browser settings so that the browser does not allow cookies to be stored. The Customer acknowledges that preventing the use of cookies and other comparable techniques may affect the functionality of the Content service or prevent the use of the Service.

#### 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 Content service are subject to the Finnish law, regardless of which country the Content service is accessed from.

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