

These terms and conditions of agreement are recommended by FiCom, the Finnish Federation for Communications and Teleinformatics, and have been negotiated with the Consumer Ombudsman and FICORA, the Finnish Communications Regulatory Authority.

TO THE USER OF THE SERVICE

Before signing the agreement, you should carefully read the general terms and conditions of agreement, the service-specific terms and conditions, the price list and any campaign terms and user instructions supplied by the telecommunications company.

- The general terms and conditions of agreement are applied to all services provided by the telecommunications company.
- The service-specific terms and conditions are applied in addition to the general terms and conditions of agreement. Campaign terms constitute part of the agreement, and they are applied to services offered on special terms and conditions during a specific period.
- User instructions describe, among other things, the introduction of the service, its use and also fault situations and their solutions.

All the said terms, conditions and instructions are applied when services are provided to a consumer who primarily uses the services for other than business purposes. The terms, conditions and instructions are available from the telecommunications company, its customer service and its website. Further information regarding the services is available from the telecommunications company.

The general terms and conditions of agreement for services extend from conclusion of the agreement to delivery of the service, its use and restrictions to use, fault situations, amendments to the agreement and termination of the agreement. In particular, the key points of the terms and conditions of agreement described below have a material impact on the position of the customer and/or user of the service.

Entry into force and term of the agreement

You should check the agreement or order confirmation to see the date of its entry into force and whether it remains valid until further notice or for a fixed term.

Responsibility for usage and charges

The telecommunications company is responsible for the service it offers and delivers as specified in the agreement. As a customer, you are responsible for the usage of and charges for your subscription even if you have passed it to another person. Please note that communications services can also be used for ordering other charged services, so you should be extra careful when using the service (cf. a credit card). Always protect your subscription with a personal identifier (such as a PIN code) whenever it is technically possible. If a terminal device, identifier or smart card is lost or stolen, you should immediately contact the telecommunications company in order to avoid liability for any misuse (see Sections 4.2 and 4.3).

Usage abroad and in Finnish frontier regions

When abroad, use your phone or computer with caution, because calls and data transfer charges for downloads and multimedia messages are usually more expensive than in Finland. Find out the prices before using your device abroad in order to avoid any unpleasant surprises (see 8.1). When in the frontier regions of Finland, you should select the telecom network manually to make sure you are paying domestic prices for your data communications services (see 4.7).

Information security

The telecommunications company is responsible for the information security of its own communications network and for the information security services it provides. In other respects, the responsibility for the appropriate information security of service usage, devices and software rests with you, so make sure that you protect your device with an information security service and ensure that it is regularly updated. Care in these matters is important, as it may affect liability and compensation issues (see 4.2). Instructions and guidance are available from the telecommunications company.

Delays and interruptions

Communications services are complex services, which means that delays or temporary interruptions may occur in the operation or availability of the service even when it is free of defects. Delays and interruptions may result from many different factors, but typically they are caused by the loading, condition and maintenance of networks and by the terminal device or its settings (see 4.5, 5.2, 5.7 and 7). If you experience delays or interruptions in the communications service, refer to Section 5.4 to see what you should do to protect your rights.

Changes

The features or applicable terms and conditions of the service may change because telecom companies are entitled to make limited amendments to them on the grounds set out in the terms and conditions of agreement (see 11.1). In such cases, you usually have the right to terminate the service with immediate effect (see Section 11.2).

Customer service

You can contact the customer service of the telecommunications operator through different channels, such as by telephone, via the Internet, by e-mail or using some other customer communication method. The contact details are shown in the agreement and invoices, for example.

Return of materials

When the right of use expires, you must, by request of the telecommunications company, return or destroy the original provided material in your possession and any copies made thereof, such as software, software manuals and their installed and/or otherwise produced copies (see 4.1).

TO THE USER OF THE SERVICE	1	9	PROCESSING OF CUSTOMER INFORMATION	8
TABLE OF CONTENTS	2		9.1 Processing of customer and identification information	8
1	DEFINITIONS AND SCOPE OF APPLICATION	3	9.2 Directory details and directory enquiries services	8
2	CONCLUDING AN AGREEMENT	3	9.3 Conveyance of the telephone number	8
	2.1 Entry into force of the agreement	3	10	ASSIGNING THE AGREEMENT
	2.2 Refusal to conclude an agreement	3	11	AMENDMENTS TO THE TERMS AND CONDITIONS OF AGREEMENT
	2.3 Advance payment, security and usage limit	3		11.1 Amendments to the terms and conditions of agreement, services and charges
3	DELIVERY OF THE SERVICE	3		11.2 Notifications regarding changes in the terms and conditions of agreement, services and charges and the consequences of such notifications
	3.1 Delivery and delivery time	3	12	EXPIRY OF THE AGREEMENT
	3.2 The customer's contribution and prerequisites for delivery	3		12.1 Notice of termination
	3.3 Customer's equipment and software	4		12.2 Rescinding the agreement
	3.4 Identifiers, changing them and number portability	4		12.3 Returning items on expiry of the agreement
4	USE OF THE SERVICE	4		12.4 Discontinuation of service provision
	4.1. Licence for the service	4	13	CONTACT DETAILS AND NOTIFICATIONS
	4.2 Responsibility for use of the service	4	14	OTHER TERMS AND CONDITIONS
	4.3 Unlawful use of a communications service	5	15	DISPUTES
	4.4 Service quality and features	5	16	VALIDITY OF THE TERMS AND CONDITIONS
	4.5 Key factors affecting the operation of the service	5		
	4.6 Information security in a communications network	5		
	4.7 Using the subscription in Finnish frontier regions	5		
5	DELAYS OR FAULTS IN THE SERVICE AND COMPENSATION	5		
	5.1 Delay in a communications service and the customer's entitlement to standard compensation and damages	5		
	5.2 Fault in the communications service, rectification of the fault, reduction of price and standard compensation	5		
	5.3 Damages and actions for limiting damage	6		
	5.4 Reporting a delay or fault	6		
	5.5 Fault in other services and devices	6		
	5.6 Force Majeure	6		
	5.7 Network construction and maintenance work	6		
6	RESTRICTING OR CLOSING THE SERVICES	6		
7	MAINTENANCE AND SERVICING	7		
8	CHARGES	7		
	8.1 Price list and charges	7		
	8.2 Charges for amendments and for suspension and re-opening the service	7		
	8.3 Invoicing	7		

1. DEFINITIONS AND SCOPE OF APPLICATION

For the purposes of this agreement, the following terms have the following meaning:

Customer refers to a consumer customer who concludes or has concluded an agreement on service usage with the telecommunications company and who purchases services primarily for other than business purposes.

User refers to a person using the service. The user is not necessarily the person who concluded the agreement.

Telecommunications company refers to TeliaSonera Finland Oyj.

Agreement refers to the agreement between the customer and telecommunications company on a service or a service entity.

Service refers to the communications services or to the supplementary or content services included in the service portfolio of the telecommunications operator at any given time.

Communications service refers to the transfer and distribution of messages and to making them available in a communications network used by the telecommunications company. Supplementary and content services are not communications services.

Supplementary services refer to, for example, barring, balance limit, voice mail and call transfer services, various positioning or storage services and information security services.

Content services refer to providing customers with different types of content, such as news, current affairs and entertainment services.

Communications network refers to a system which consists of interconnected cables and equipment and is intended for the transfer or distribution of messages. Fixed networks and mobile networks are examples of communications networks.

Subscription refers to an access point or interface where the internal communications network or telecom terminal for which the customer is responsible is connected to the telecommunications company's communications network for the purpose of providing the customer with access to communications services. The subscription may, for example, be a broadband Internet access or a telephone subscription.

Telephone subscription refers to a fixed telephone network or mobile network subscription. The term telephone subscription does not refer to a broadband Internet access, for example.

Universal service subscription refers to such a subscription delivered by a universal service provider to the customer's permanent place of residence that can be used for making emergency calls, for making and receiving domestic and international calls and for other ordinary telephone services and that enables the minimum data transfer rate determined by the Ministry of Transport and Communications. The different elements of universal service may be implemented by different companies under the obligation to provide universal service, and the services may be implemented using several subscriptions. The term **company under the obligation to provide universal service** refers to a telecommunications company designated by the Finnish Communications Regulatory Authority (FICORA) as a company with an obligation to provide a universal service subscription.

These general terms and conditions of agreement are applied to the services provided to consumer customers by the telecommunications company or a company in the same Group of companies.

2. CONCLUDING AN AGREEMENT

2.1 Entry into force of the agreement

The communications service agreement must be made in writing. The agreement may also be made electronically, provided that the contents of the agreement cannot be unilaterally amended and that the parties will continue to have access to the agreement. The entry into force of the agreement may be subject to the customer paying an advance payment or setting a security (see 2.3). The agreement enters into force when the telecommunications company has accepted the order placed by the customer, for example by sending an order confirmation or by opening the service. The telecommunications company indicates, in the agreement or order confirmation concerning the communications service, when the agreement enters into force and, when required, also how the entry into force will be communicated to the customer.

The telecommunications company and the customer may also agree on a reasonable usage limit in addition to an advance payment or security. When concluding the agreement, the telecommunications company is entitled to check the customer's credit history.

2.2 Refusal to conclude an agreement

The telecommunications company is entitled to refuse the customer's order.

A telecommunications company under the obligation to provide universal service may only refuse to conclude a universal service agreement if the customer has been charged with or convicted during the last year for disturbing telecom traffic using the subscription of a telecommunications operator, or if the customer has unpaid, overdue and uncontested debts resulting from the use of a universal service subscription of a telecommunications operator.

2.3 Advance payment, security and usage limit

The telecommunications operator is entitled to demand a reasonable advance payment or security for the contractual payments in connection with concluding the agreement if there is a particular reason for doing so due to foreseeable insolvency or some other equivalent consideration. Such reasons include a well-founded risk of reluctance to pay, bad credit history, failed foreclosure attempt and situations where the customer owes money to a telecommunications company or where the customer's credit history cannot be adequately established or where the customer fails to supply his/her address. The telecommunications company may also demand a reasonable security during the term of the agreement if the customer has been found to be insolvent by a public authority.

The telecommunications company will not pay any interest on the advance or security payment made. The telecommunications company is entitled to collect its overdue receivables with penalty interest and collection expenses from the security. The customer bears the management and liquidation costs of the pledged security. The security is returned when the grounds for demanding it are eliminated, and in any event at the latest when the agreement expires. The advance payment is returned immediately on expiry of the agreement.

The customer and the telecommunications company may agree on setting a reasonable usage limit for the telephone subscription. The telecommunications company informs the customer in advance of restricting the usage due to an exceeded usage limit by a telephone call or text message, for example. At the same time, the telecommunications company must provide instructions on how the restriction of use can be avoided. After that, the telecommunications company is entitled to restrict the use of the subscription if the usage limit is exceeded. In order to remove the restrictions on use, the customer must pay the portion of accumulated charges indicated by the telecommunications operator. There is no charge for the usage limit service or changes to it, but the telecommunications company may charge a fee in accordance with its price list for cancelling the usage limit service. Availability of usage limit service is telecommunications company specific.

In addition to the usage limit, the telecommunications company may offer balance limit services for a charge. When the set balance limit is exceeded, use of the subscription is either prevented or restricted.

3. DELIVERY OF THE SERVICE

3.1 Delivery and delivery time

The telecommunications company or its contractual partner will deliver the service in compliance with what is stated in the agreement or otherwise agreed. The customer and the telecommunications company agree on the delivery time or the latest possible delivery time when concluding the agreement. The telecommunications company delivers the service by the agreed delivery time at the latest. The telecommunications company is obliged to deliver a universal service subscription within a reasonable time.

3.2 The customer's contribution and prerequisites for delivery

The customer is obliged to contribute towards the delivery of the service and take care of the purchase and installation of equipment and other matters under his/her scope of responsibility. The telecommunications company is obliged to provide the customer with instructions regarding the prerequisites for delivering the service. The delivery can only be made if the customer has taken care of, for example, the following matters:

- provision of correct (such as detailed address) and sufficient (such as remote location or difficult terrain) information required for delivering the service;
- provision of unrestricted access to the required premises;
- availability of sufficient electrical and internal communications network at the delivery address;
- adequate and equipment condition and compliance with regulations of the premises under the customer's responsibility;
- official permits required for delivering the service and their costs; and
- licences for the software associated with and to be connected to the products; however, the telecommunications company is responsible for providing the licence for the software included in the agreed service.

The telecommunications company and the customer may agree on a price estimate in cases where delivery of the service requires building work on the network or the connection or other actions for which no binding cost estimate can be given in advance. The final price for the service must not exceed the price estimate given in the agreement by more than 15% or by more than an amount agreed upon separately with the customer.

The service is deemed as having been delivered when the telecommunications company has for its part carried out the necessary actions for making the service available.

3.3 Customer's equipment and software

The customer is responsible for the purchase and installation of equipment and software as well as for the internal communications network and associated work and for the purchase of additional security and protection systems for his/her equipment and software, unless otherwise agreed. If the delivery includes software supplies, their updates or changes are not included in the delivery. Equipment and software disturbing the operation of the network or service are discussed in Section 4.1. The customer is responsible for ensuring that the equipment and software purchased from sources other than the telecommunications company are approved, operational and compliant with the legislation and regulations.

3.4 Identifiers, changing them and number portability

The telecommunications company is entitled to decide on the identifiers to be issued for the customer, such as usernames, addresses, numbers and other similar identifiers.

The telecommunications company has the right to change the identifiers given to the customer when required by law, authority regulations or other reasons attributable to the communications network, the customer, delivery of the service or information security or a similar reason. The telecommunications company informs, as a rule, of any changes in identifiers at last two (2) months before they take effect.

The telecommunications company is entitled to make the identifiers available to a third party if they have not been personally used by the customer for six (6) months. The customer does not have any rights to the identifiers after the agreement has expired.

The customer is entitled to have his/her telephone number transferred to another telecommunications company in compliance with the Communications Market Act. No other identifiers besides the telephone number can be transferred during the term of the agreement, unless otherwise agreed.

4. USE OF THE SERVICE

4.1. Licence for the service

The customer is entitled to use the services of the telecommunications company in the manner set out in the agreement, general terms and conditions of agreement, service-specific special terms and any campaign terms and user instructions. The telecommunications company looks after its communications network and services in such a manner that the customer can use the service in the agreed way.

The intellectual property rights associated with the services and products of the telecommunications company belong to the telecommunications company or to a third party, such as the owner of the software. The telecommunications company grants the customer a limited licence for the term of the agreement to the service specified in the agreement and to the machine code versions of and documents for the software delivered pursuant to the agreement. The service and any equipment, software, documents and other materials carrying a licence must be used in compliance with the instructions provided by the telecommunications company or a third party, such as the owner of the software, and only for the agreed purpose.

The customer has no right to copy, translate or alter the documents or software or transfer them to a third party without the prior written permission of the telecommunications company, unless otherwise required by mandatory legislation. When the licence expires, the customer must, at the telecommunications company's request and at his/her own cost, return or destroy the original material delivered to him/her, together with any copies made thereof. Such delivered materials include software, software manuals and any installed and/or otherwise produced copies of them.

The telecommunications company will not accept any responsibility for possible limitations to using the service abroad. Further information is available at the telecommunications company's website or from its customer service.

The service is to be used in such a manner that it does not cause an unreasonable load (as in case of sending junk mail or sharing the subscription with others) or other detriment or disturbance to the telecommunications company, the operation of the public communications network, other users of the communications network or third parties.

The customer must immediately disconnect from the communications network any equipment or software disturbing the operation of the network or the service. If the customer intentionally or in spite of being cautioned by the telecommunications company uses faulty or disturbance generating equipment or software, he/she is liable for the damage incurred by the telecommunications company or a third party and for the costs resulting from troubleshooting. In case of disturbances or detrimental effects, the telecommunications company has the right to disconnect the equipment or software from the network without consulting the customer. Furthermore, the telecommunications company has the right to restrict traffic in its communications networks, suspend the use of the service or close the subscription and take any other necessary action if it is required for securing the network traffic, operation of the services, information security or availability.

The customer must not utilise the service as part of his/her own service, product or business. The customer must not resell the services provided by the telecommunications company, carry the traffic of a third party through the service or distribute the service to third parties. The service must also not be used primarily for routing telephone calls between different networks. Unless specifically agreed with the telecommunications company, the customer must not use in connection with the service or install in the network any servers that can be contacted from elsewhere through the network. The service must also not be used by deploying automatic mailing systems irrespective of whether it would be for direct marketing or other purposes.

4.2 Responsibility for use of the service

The telecommunications company is responsible for the service it offers and delivers as specified in the agreement. The telecommunications company accepts no responsibility for material obtained through or with the service, its operation or availability or for the customer's right to use it, unless it was provided by the telecommunications company.

The customer is responsible for ensuring that the material ordered, obtained or submitted by him/her does not cause any disturbance to the network or to other users, jeopardize information security or availability or infringe the rights of the telecommunications company or others or violate good practice or authority regulations.

The telecommunications company has the right to prevent the use of the service or shut down the customer's service if the telecommunications company, public authority or a third party shows that the customer has obtained, delivered or conveyed with or through the service detrimental material as described above, or such material has otherwise been made available, or the service has been used contrary to these terms and conditions. The telecommunications company is also entitled to take other necessary action and claim compensation from the customer for any damage caused by breach of the agreement. The telecommunications company will inform of its actions in an appropriate manner.

The customer is entitled to place the subscription at the disposal of a third party, but the customer will continue to be responsible for the usage of and charges for the subscription as well as, obligations under the terms of agreement.

The customer uses the service at his/her own risk. The customer must look after the appropriate information security regarding service usage, equipment and software (see Section 4.6) and for the use of his/her communications service by deploying, when required, barring, usage limit and balance limit services. Actions aimed at securing information security include the acquisition of antivirus and firewall software and their updates, updates of the operating system and other software as well as any other necessary actions of similar nature. The telecommunications company provides basic information and guidance regarding information security associated with its service.

The customer must pay special care when using the service (cf. credit cards), because the services can be used for various operations, such as for purchasing digital content or goods. The customer is expected to be extra careful regarding the way the subscription is kept, protected and used. The customer must see to it that the smart cards (such as SIM or program cards) and equipment are protected with ID codes (such as usernames, passwords, PIN codes, PUK codes) and that he/she does not divulge these personal ID codes to anyone. If a terminal device, ID code or smart card is lost or stolen, the customer must immediately contact the customer service of the telecommunications company.

The telecommunications company is responsible for ensuring that the settings of a service produced or provided by it are available to the customer. The customer is responsible for activating the settings. The customer is responsible for the programming and settings of terminal devices, equipment and the like, as well as for their installation, maintenance and removal, unless otherwise agreed.

4.3 Unlawful use of a communications service

Unlawful use of the communications service refers to a situation where a third person uses the customer's communications service, or content and supplementary services by means of it, without the customer's consent. Although the customer is basically responsible for the use of the service, he/she will only be held responsible for its unlawful use if such unlawful use was caused by the customer's more than slight negligence. The customer will not be held responsible for the unlawful use of a communications service after the telecommunications company has received the customer's notice of a lost device or unlawful use. In order to safeguard his/her rights, the customer must immediately submit a notice by calling the customer service during its service hours or by calling a particular number for reporting lost items at any time of the day; this number is shown in the agreement or on the company's website, for example. The telecommunications company has the right to close the communications service or prevent the use of the terminal device immediately upon receipt of such notice.

The telecommunications company can ask the customer to submit a copy of the criminal offence report or a preliminary investigation protocol in order to assess the standard of care observed by the customer.

4.4 Service quality and features

The telecommunications company defines the essential quality and features of the communications service it provides in the service description, special terms and conditions of the service or in some other contractual document given to the customer.

4.5 Key factors affecting the operation of the service

There may be shadow areas or local or temporary interruptions or delays in the operation of the services for reasons related to radio technology, data transfer and characteristics of public communications networks. The coverage and operation of services are influenced by various factors including the type and condition of the terminal device used by the customer, weather conditions, contours of terrain, buildings and the structures used as well as maintenance operations. The services and associated software may have minor technical flaws that will not substantially affect their use. For the reasons stated above, the telecommunications company cannot guarantee uninterrupted operation of the services everywhere within the network coverage area (see Section 5.2 for defect in the service).

The telecommunications company has the right to decide on the regional coverage and properties of its network. The regional coverage of the network may in part depend on the loading of networks, and it is not a static feature. The telecommunications company may optimise parts and functions of the network in order to improve the overall coverage in the area; this may result in variations in local coverage. If the coverage is substantially and permanently reduced in the customer's place of residence, the telecommunications company will inform the customer of this in an appropriate manner and a reasonable time in advance. If the change causes more than a minor reduction in the operation of the service at the customer's place of residence, the customer is entitled to terminate the agreement with immediate effect.

The telecommunications company has the right to measure and modify telecommunication traffic in order to avoid overloading of the network connection, which might affect the quality of the services provided (see Section 5.2 for defect in the service). The telecommunications company is allowed to make minor modifications affecting its services and smart cards, such as the SIM technology and its use, provided that these modifications do not affect the essential contents of the agreement (see Section 11). Furthermore, the telecommunications company can send settings for the customer's terminal device via communications networks for the purpose of making the use of the device easier. The customer may install these settings if he/she so desires.

Provisions regarding emergency calls made using a telephone subscription in a public communications network, positioning of the caller and emergency text messages are laid down in legislation and a regulation issued by FICORA. A telecommunications company operating in the telephone network will for its part take care of positioning the caller and ensure that the customer can call or send a text message free of charge to the public emergency number 112. Positioning the caller and sending a text message are only possible if the mobile phone has a SIM card. Emergency text messages are not as reliable and fast as emergency calls. Information on contacts to the emergency number and on positioning the caller by the use of other services than those of a telephone subscription (for example VoIP services) is provided in service-specific special terms and conditions.

4.6 Information security in a communications network

The telecommunications company is responsible for the information security in its communications network and for the information security services it provides. The telecommunications company accepts no

responsibility for any disturbances in the public Internet or for any other factors beyond its control that may hamper the use of the service.

The telecommunications company may take action to avert information security violations and to eliminate disturbances affecting information security if such actions are necessary for securing the communications service, network service or the message recipient's communication. Such actions include the blocking of transmission and reception of messages or the deletion of information-security-jeopardizing malware from the messages. The telecommunications company will choose its actions depending on the seriousness of the problem to be averted and stop them immediately when the reasons have been eliminated. The telecommunications company will inform the public of information security threats, the means of safeguarding against them, actions and their impacts on its website or in some other appropriate manner.

4.7 Using the subscription in Finnish frontier regions

In frontier regions within the Finnish territory, a terminal device using automatic network selection will choose the communications network with the strongest field. In order to avoid roaming pricing, which is higher than domestic pricing, the customer must select the telecommunications company's network manually from the settings of his/her terminal device. Setting the network selection to manual will prevent the call or data connection from being inadvertently switched to a foreign network. The telecommunications company is obliged to provide instructions regarding the use of the subscription in frontier regions. The customer bears the cost of using a foreign network if he/she ignores the telecommunications company's instructions.

5. DELAYS OR FAULTS IN THE SERVICE AND COMPENSATION

5.1 Delay in a communications service and the customer's entitlement to standard compensation and damages

The delivery of a communications service is deemed delayed if the service was not delivered at the agreed time and this was not attributable to the customer or to a factor under his/her responsibility. When the delivery time has not been agreed upon, the delivery is delayed if the service has not been delivered within reasonable time after the service agreement has been concluded.

In a situation where the communications service is delayed, the customer is entitled to a standard compensation. The amount of this compensation for each full or part week and its maximum amount are prescribed in the Communications Market Act. The right to a standard compensation does not, however, apply, if the telecommunications company or its contracting party proves that the delay is due to an obstacle which is beyond its control, which it cannot reasonably be expected to have considered when entering into the agreement, and the consequences of which could not have been reasonably avoided or overcome. Such obstacles include Force Majeure or a delay caused by the customer's action or omission or a defect in the terminal device or inhouse network.

The customer is only entitled to damages for damage caused by the delay to the extent that the damage exceeds the amount of standard compensation.

5.2 Fault in the communications service, its rectification, reduction of price and standard compensation

Fault

The communications service is faulty if its quality or mode of delivery does not comply with what has been agreed. In case of fault, the customer has the right to primarily demand its rectification, secondarily a price reduction or, if the service is interrupted, a standard compensation, and ultimately on top of these, damages.

Factors not deemed a fault

In addition to the stipulations in Section 5.7, the following will not be considered faults:

- defects in the service caused by an act or omission of the customer or another person using the service, or by a factor under the responsibility of the customer or another person using the service;
- defective condition of the terminal device or internal communications network; or
- occasional and short interruptions in service.

Uninterrupted operation of communications services cannot be guaranteed because temporary interruptions and disturbances occurring from time to time are inherent in the services. The communications service is not faulty if it operates, in spite of the interruptions, in the same manner as similar communications services in general. There

may be shadow areas and local or temporary interruptions or delays in the operation of the services; these may be caused, for example, by radio technology, data transfer, characteristics of communications networks, their loading or malicious traffic. The transfer of messages and the filtering or restriction of telecom traffic may temporarily fail.

The services and associated software may have minor technical defects that will not substantially affect their use. The Internet can also cause defects in the operation of services and devices. The telecommunications company cannot guarantee that all features of the customer's terminal device can be used in the communications network of the telecommunications company.

Rectification

The customer has primarily the right to demand that the telecommunications company remedy a fault or redeliver a defective performance. The telecommunications company is not, however, obliged to remedy a fault if this would cause unreasonable costs or unreasonable inconvenience to it. The factors to be taken into account when assessing unreasonableness are the significance of the fault, the value of the contractual performance and whether the rectification can be carried out in some other manner without causing unreasonable inconvenience to the customer.

The telecommunications company is entitled to rectify the fault at its own cost. The customer may refuse rectification of the fault if it would cause considerable inconvenience to him/her. Rectification of the fault may also be refused if it involves a risk of uncompensated costs to the customer, or for another special reason.

Reduction of price and standard compensation

If the fault cannot be rectified or if redelivery of a defective performance is not possible, or if either of these is not performed within reasonable time after the fault was reported, the customer has the right to a price reduction proportionate to the fault. In a situation where the communications service is interrupted, the customer is entitled to a standard compensation in lieu of a price reduction. The amount of standard compensation for each full or part week and its maximum amount are defined in the Communications Market Act. If a standard compensation is paid to the customer, he/she has no right to a price reduction based on the same interruption.

5.3 Damages and actions for limiting damage

The telecommunications company compensates the customer for direct damage caused by a delay or fault in the service. The telecommunications company is only liable for consequential damage such as material loss of the benefit of use or loss of income if the damage was caused by negligence of the telecommunications company in fulfilling the agreement. The customer has to provide evidence of the damage caused. The telecommunications company is not liable for consequential damage caused to the customer in other than private use or for damage that was caused by the actions of the customer or another person using the service. No compensation is payable solely for the trouble caused by the event.

In order to prevent the damage, or when damage occurs or threatens, the customer must take such action that can be reasonably expected of him/her to avert or limit the damage. If the customer fails to take reasonable action to avert or limit the damage, he/she will bear that portion of the damage that was due to actions that were his/her responsibility.

The telecommunications company is not responsible for the actions of other telecommunications companies or service providers or for damage caused by them apart from cases involving the telecommunications company's subcontractor or cases where the telecommunications company has otherwise committed itself to liability on behalf of its contracting parties, for example.

5.4 Reporting a delay or fault

In order to invoke the clauses regarding faults, the customer must report the fault within a reasonable time from the moment it was or should have been discovered. In case of delay, the customer must invoke the relevant clauses within a reasonable time after the delivery of the service. When assessing the reasonableness of the time, factors such as circumstances in each individual case and the customer's degree of expertise are taken into account.

The customer may also invoke the clauses regarding delay or fault at a later stage if the telecommunications company has been grossly negligent, dishonourable or unworthy or if the communications service does not conform to the requirements of law or FICORA's regulation.

5.5 Fault in other services and devices

Faults in devices and services other than communications services are dealt with in accordance with the Consumer Protection Act.

The telecommunications company has the right to replace or update

rental equipment and software supplied with licences as well as the service with a functionally equivalent replacement instead of repairing them. Equipment sold by the telecommunications company are repaired in accordance with any warranty conditions and the Consumer Protection Act.

5.6 Force Majeure

The telecommunications company is released from its contractual obligations and liability for damages if the contractual performance is prevented or delayed by Force Majeure. Force Majeure refers to conditions which the telecommunications company could not foresee when concluding the agreement and which are beyond its control. Such conditions include, for example, communications network repair and construction work due to exceptional weather conditions, national state of emergency, industrial action, fire, natural disaster, interruption in the supply of energy, provision of law or a regulation or decision by a public authority, excavation or equipment damage caused by an external party or similar damage, as well as defects in the delivery of a contracting party resulting from any of the above. If fulfilment of the agreement is prevented or delayed for the above reasons, the time allowed for fulfilling the obligation is extended by as much as can be deemed reasonable considering the circumstances.

The customer is released of his/her contractual obligations in case of Force Majeure conditions, including national state of emergency, fire, natural disaster, interruption in the payments traffic and a regulation or decision by a public authority.

5.7 Network construction and maintenance work

The telecommunications company may temporarily and without the customer's consent suspend the services or restrict their use if this is necessary due to network construction, maintenance work or information security. Such actions include communications network build-out, maintenance of base stations, maintenance of service provider systems and aversion of a denial-of-service attack. The telecommunications company will time the suspension of services so that the inconvenience to the customer is minimised and inform the customer in advance whenever possible. Such an interruption is not deemed a defect in the delivery of a communications service or another service.

If use of the subscription has been interrupted due to the above reasons for at least 48 hours during one calendar month, the telecommunications company will, on request, refund to the customer the basic charge of the subscription for the month concerned. No obligation to refund the charge arises if the interruption was caused by a natural phenomenon or some other Force Majeure condition. Furthermore, the telecommunications company has to prove that it was unable to rectify the fault within 48 hours using reasonable actions. Further, no obligation to refund arises if the fault was caused by negligence of the customer or another person using the subscription or by defective operation of the internal communications network.

6. RESTRICTING OR CLOSING THE SERVICES

Closing of the subscription refers to barring all services available through a subscription. Restricting the use of a subscription refers to barring one or more services available through the subscription. The use of a telephone subscription may, for example, be restricted in such a manner that the customer can receive calls but he/she can only make emergency calls or, if possible, send emergency messages.

Customer's right

The customer is entitled to request that the use of the service be restricted (for example by ordering a balance limit or barring service) or that the service be closed in accordance with the service offering and/or price list of the telecommunications company. If the customer has placed the subscription at the disposal of another user, the telecommunications company may also inform the service user directly of the intended restriction or closing. The telecommunications company is entitled to charge a fee in accordance with its price list for re-opening a subscription.

Telecommunications company's obligation

The telecommunications company is obliged to close the subscription or prevent the use of the phone on request when the customer, the user of the subscription, the police, an insurance company or another telecommunications company reports the terminal device, SIM card or service access code lost or stolen.

Telecommunications company's right

The telecommunications company may close the subscription or service or restrict their use if

1. the customer has failed to pay an overdue charge for the subscription within two (2) weeks from the date the payment reminder was sent;

2. the customer has failed to pay overdue charges for supplementary or content services within two (2) weeks from the date the payment reminder was sent; in such a case, the subscription will not be closed but the use of these services will be barred or restricted;
3. the customer has exceeded the agreed usage limit; in such a case, the subscription will not be closed but its usage may be restricted;
4. the customer fails to make the advance payment or set the security agreed on when the agreement was concluded;
5. such an action is requested by the police or another competent authority;
6. the customer has been declared bankrupt, or a public authority has otherwise found the customer to be insolvent, and the customer fails to set a reasonable security requested;
7. the customer has been charged with causing disturbance to telecommunications using the subscription; or
8. the customer fails to observe other terms and conditions of the agreement in spite of being urged to do so.

On the above grounds, the telecommunications company has the right, at the request of another telecommunications company, to prevent the use of this company's communications service if this other telecommunications company uses the subscription of the telecommunications company for providing its services or invoices its services through the telecommunications company and the telecommunications company requesting the barring cannot self prevent the use of its communications service.

The telecommunications company will not close the subscription due to failure to pay if

1. the total amount of overdue communications service charges for the subscription is less than €50 or the overdue payment is related to the usage of supplementary or content services. In such a case, the telecommunications company may restrict or bar the use of the supplementary or content services;
2. the customer shows that the failure to pay is due to illness, unemployment or another comparable reason beyond the customer's control, and the overdue payment is paid within one month from the date the payment reminder was sent; or
3. the customer has filed a written, justified complaint regarding the invoice and the uncontested part of the invoice was paid by the due date.

The customer must pay the charges under the agreement, such as basic charges and accumulated usage charges, even if the subscription has been closed or the use of the service has been otherwise restricted, if the closing or restriction was caused by the customer or the telecommunications company's obligation.

7. MAINTENANCE AND SERVICING

The telecommunications company maintains its communications network and services so that the agreed service is available to the customer. The telecommunications company is responsible for its communications network and the services it provides. Short interruptions and disturbances may be experienced in the service during repair and maintenance work; these shall not be considered as faults or delays. The telecommunications company will effect fault repairs within normal working hours. Fault reports are received at the fault report number that is available from the website and the customer service, for example.

The customer has no right to modify, repair or do maintenance on the service or subscription without the telecommunications company's consent. Unless otherwise agreed, the customer is responsible for his/her internal communications network, telecom terminal devices and other equipment.

8. CHARGES

8.1 Price list and charges

The customer is obliged to pay the telecommunications company the charges that are agreed for the service or shown in the price list valid at any time. The customer's obligation to pay does not depend on whether he/she has used the service him/herself or placed it at the disposal of another user.

Unless otherwise provided, the telecommunications company decides itself on the charges for its services, due dates, invoicing periods and on the methods of payment and sending of the invoices. The charges may be collected both in advance and in arrears, depending on what has been agreed regarding the invoicing period.

The telecommunications company can also invoice the customer for the charges of other telecommunications companies and service providers used through its service, if this has been agreed upon with that telecommunications company or service provider. The charges are invoiced in accordance with the price list of that telecommunications company or service provider. If services subject to an extra charge can be used with the subscription, the customer is also responsible for these charges.

The telecommunications company is entitled to invoice a fixed basic charge specified in the price list or agreement for maintaining the possibility of using the service. The basic charge is payable per each invoicing period. The basic charge is also payable for the time during which the service has been closed due to the customer or a reason attributable to the customer or when the closing was due to the telecommunications company's obligation to close the service.

The services used abroad (such as calls, text and multimedia messages, other data transfer) are invoiced in accordance with the telecommunications company's valid roaming price list. Further information is available at the telecommunications company's website.

The telecommunications company has the right to change the charges and their calculation bases according to the procedure for amending the terms and conditions of agreement (see Section 11).

8.2 Charges for amendments and for suspension and re-opening the service

A charge specified in the price list may be payable for changing the service or identifier at the customer's request. The telecommunications company has the right to collect a charge for re-opening the service after suspension, if the suspension was due to the customer or a reason attributable to the customer or the telecommunications company's obligation to suspend the service. A charge may also be collected for lifting a possible restriction of use or service barring. No charge is collected for lifting a restriction of use associated with exceeding the usage limit. A separate charge is payable for work outside the scope of the agreement. The telecommunications company is also entitled to invoice the service charges for the time during which the service could not be delivered due to reasons attributable to the customer.

Any charge independent of usage volumes is payable until the end of the notice period even when the provision of the service ends earlier at the customer's request.

8.3 Invoicing

The invoice must be paid by the due date using the details shown on it. Any complaints regarding invoices must be made in writing before the due date, and the uncontested portion must be paid by the due date. The telecommunications company is entitled to charge penalty interest in accordance with the Interest Act for late payments and a reminder charge shown in the price list for payment reminders. In addition, the telecommunications company has the right to charge reasonable collection costs incurred.

If the customer fails to pay its overdue invoices in spite of having received a payment reminder and even though the service has been closed, other billable but not yet overdue receivables related to the service also fall due for payment with immediate effect.

The telecommunications company may allow more time for payment when requested by the customer. The telecommunications company may collect a charge for a payment agreement made in writing.

When the agreed usage limit is exceeded or exceptionally high charges are accumulated during the invoicing period, the telecommunications company may send the customer a notice of the bill accumulated so far or, if agreed with the customer, send an invoice in deviation of the regular invoicing period.

The telecommunications company sends the invoice to the invoicing address given by the customer. The customer must immediately inform the telecommunications company if his/her name or invoicing address changes. The different methods of payment and the respective costs are shown in the price list. When the customer only makes a partial payment of services invoiced on a combined invoice, he/she must indicate, at the latest before the service is closed, how the partial payment is to be divided between different services. If the customer fails to indicate how the payment should be allocated, the telecommunications company is entitled to decide on the allocation of the partial payments of its receivables.

The customer or user is entitled to receive an itemisation of the phone bill as well as a connection-specific itemisation in compliance with the relevant legislation.

9. PROCESSING OF CUSTOMER INFORMATION

9.1 Processing of customer and identification information

The telecommunications company may process customer information for various reasons, including customer relationship management, development of services, and marketing in the manner described in the file description valid for the customer register at any one time. The information may only be given to other parties in the presence of the legal prerequisites provided by law. The file description and data protection principles can be found on the telecommunications company's website.

The customer has the right to prohibit the telecommunications company from using or disclosing any of his/her details for direct advertising, tele-sales or other marketing purposes, to an address service or to marketing surveys and opinion polls. Electronic direct marketing usually requires the customer's prior consent.

The telecommunications company may process identification and location information for various reasons, including the implementation and deployment of services, invoicing and technical development as well as for marketing purposes in compliance with the valid legislation. The information processed includes, for example, the type of the mobile phone and other details pertaining to the terminal device, the subscription location data and other identification information associated with communications and use of services, such as subscription numbers, connection times and connection durations. The identification and location information is processed for the time required for the above operations.

The telecommunications company has the right to record the customer service calls and other communications, such as sales calls. The telecommunications company uses the records for various reasons, including verification of transactions, investigation of complaints, quality control and training.

9.2 Directory details and directory enquiries services

Unless otherwise agreed, the customer's and the user's basic subscription details are published, either by the telecommunications company or a third party, in a telephone directory, other subscriber directories and in various directory enquiries services. The details may also be released to a third party. The customer has the right to forbid the publication of all or part of his/her personal details in a telephone directory or directory enquiries service. The customer also has the right to forbid the release of his/her details. The customer can ask for his/her incorrect details to be corrected free of charge.

If an error in the details included in a directory enquiries service or printed directory is caused by the telecommunications company's negligence, the telecommunications company may, at its discretion, either have the error corrected and the correction notified in the manner it deems appropriate or compensate the reasonable costs incurred by the customer for correcting the error and notifying the correction. Any errors in a printed directory are corrected for the next edition.

9.3 Conveyance of the telephone number

The customer may prevent both his/her own number and the number to which the calls are transferred from being seen by the recipient of the call, either on a call by call basis or permanently. The customer can also prevent the number of an incoming call from being shown to him/her.

In spite of the barring, an unlisted telephone number may be conveyed to the recipient in text messages and messages based on data transfer (such as WAP and multimedia messages) and in international traffic.

10. ASSIGNING THE AGREEMENT

The customer is not entitled to assign the agreement to a third party without the prior written consent of the telecommunications company.

The telecommunications company is entitled to assign the agreement in full or in part within the Group or to a third party to which the business referred to in the agreement is transferred. The assigning telecommunications company or the assignee will inform the customer of the assignment in good time in advance.

The telecommunications company's receivables based on the agreement may be transferred to a third party. After the customer has been informed about the transfer, he/she may remit payments only to the transferee.

11. AMENDMENTS TO THE TERMS AND CONDITIONS OF AGREEMENT

11.1 Amendments to the terms and conditions of agreement, services and charges

The telecommunications company has the right to amend the terms of agreement, the features of the service and charges, if the amendment

is not to the customer's detriment.

The telecommunications company has the right to amend the terms and conditions, service features and charges of an agreement valid until further notice to the customer's detriment in a manner that does not materially change the entire contents of the agreement, when such an amendment is caused by

- a reform or harmonisation of the agreement, pricing or customer service arrangements, such as corporate or business restructuring;
- changes in essential production costs or structures;
- changes due to services provided by third parties, such as the expiry or amendment of a service agreement;
- discontinuation of the production of a telecommunications company's service or its feature;
- changes in interconnection traffic practices;
- development or modernisation of services or communications networks, such as replacement of obsolete technology;
- protection or development of the privacy or financial security of the customer or customer groups;
- technical system reforms;
- material unforeseen changes in traffic volumes or profiles;
- substantial and permanent changes in the market situation or demand for the service;
- safeguarding the continuity of operations, such as preparations for exceptional circumstances or the maintenance, development or alteration of data protection or information security.

The telecommunications company can amend the section of the agreement that is directly or indirectly affected by the causes of the changes.

Furthermore, the telecommunications company has the right to amend the terms and conditions, service features and charges of an agreement valid until further notice to the customer's detriment for some other particular reason following a material change in circumstances.

The telecommunications company also has the right to amend the terms and conditions, the service features or charges of an agreement valid either until further notice or for a fixed term to the customer's detriment when the underlying reason for the change is an amendment to legislation or a decision by a public authority, such as an increase in taxes or other public levies affecting the agreed price.

The telecommunications company is further entitled to make minor alterations to the terms and conditions of agreement, the services or charges when such alterations do not affect the essential contents of the agreement. Such alterations may, for example, include actions affecting the technology or visual appearance of the services.

If the change requires, due to an unforeseen reason beyond the telecommunications company's control, modifications to be made to the customer's devices or software and the customer wishes to continue using the service, the customer must effect such modifications at his/her own cost.

11.2 Notifications regarding changes in the terms and conditions of agreement, services and charges and the consequences of such notifications

The telecommunications company informs the customer of any amendments to the terms and conditions, services or charges of communications service agreements made to the customer's detriment, of the grounds for such amendments and of the customer's right to terminate the agreement in writing or electronically for example in connection with an invoice or by e-mail, at least one month before the amendments take effect. If the amendment is based on a change in legislation or on a decision by a public authority, the telecommunications company is entitled to implement it from the date on which that change or decision entered into force. The telecommunications company will inform the customer of any changes made to his/her advantage or of any other changes than those concerning communications services in an appropriate and effective manner on a case by case basis.

The customer has the right to terminate the agreement with immediate effect regarding the service that is affected by the change within one (1) month from the date he/she was informed of the change, however at most three (3) months after the change took effect. The new terms and conditions will be applied to the service from their entry into

force if the customer does not terminate the agreement within one (1) month from being informed of the change.

If the change is to the customer's advantage, he/she has no right of termination due to the change.

12. EXPIRY OF THE AGREEMENT

12.1 Notice of termination

The agreement is valid until further notice, unless otherwise agreed. The customer may terminate a communications service agreement valid until further notice by giving two (2) weeks' notice either orally or in writing. The telecommunications company will send the customer a written confirmation of the termination. The customer may terminate any other agreement valid until further notice by giving one (1) month's notice.

A fixed-term agreement cannot be terminated with effect in the middle of its term. However, the customer has the right to terminate a fixed-term agreement by giving two (2) weeks' notice if he/she is facing financial difficulties due to illness, unemployment or similar reason beyond his/her control or if keeping the agreement valid would be unreasonable to him/her for some other particular reason. The telecommunications company is entitled to have back the terminal device put at the customer's disposal as part of a bundled deal.

The telecommunications company is entitled to terminate an agreement valid until further notice by giving one (1) month's written notice, unless otherwise required by mandatory legislation. (see Section 12.4 for discontinuation of the service).

12.2 Rescinding the agreement

The customer may rescind an agreement due to the telecommunications company's delay or defect if it constitutes a material breach of agreement. The agreement can only be rescinded with respect to the service that is affected by the delay or defect.

The telecommunications company may rescind an agreement on a telephone subscription by giving advance notice if

- the telephone subscription has been closed for at least one month due to some other reason than the customer's request (see Section 6), and the prerequisites for closing the subscription exist; or
- the customer has been convicted for disturbing telecom traffic using the telephone subscription.

The telecommunications company may rescind an agreement on a service other than a telephone subscription if

- the use of the service has been suspended for at least one month due to some other reason than the customer's request or due to network repair (see Section 6), and the prerequisites for suspension still exist;
- the customer has been found insolvent and he/she fails to pay the advance payment requested by the telecommunications company or set an acceptable security;
- a public authority has found that the customer has intentionally hampered or disturbed telecommunications; or
- the customer is in material breach of a clause of the agreement and has not remedied his/her performance in spite of being urged to do so.

The customer and the telecommunications company may rescind the agreement for a service other than a telephone subscription if

- contractual performance has been prevented by Force Majeure for more than three (3) months; or
- the service cannot be delivered within a reasonable time due to the absence of a delivery prerequisite listed in Section 3.2.

The telecommunications company must rescind the agreement in writing.

12.3 Returning items on expiry of the agreement

When the agreement expires, the customer must return all devices owned by the telecommunications company and other property covered by the right of use to the telecommunications company in the same condition as they were in when received, allowing for normal wear and tear. If the customer has leased a device from the telecommunications company, termination of the device service and ending the related invoicing requires, in addition to the stipulations of Section 12.1, that the device has been returned in compliance with the telecommunications company's instructions.

The telecommunications company will return the payments made by the customer in advance insofar as they relate the time after the expiry of the agreement, provided that the customer is not in breach of agreement. The telecommunications company will not return any unused air-time bonuses or so-called package-priced prepaid charges. On expiry of the agreement, the telecommunications company is entitled to offset its receivables against any payments to be returned to the customer.

12.4 Discontinuation of service provision

The telecommunications company is entitled to discontinue the provision of a service or feature covered by an indefinite or fixed-term agreement. In such a case, the customer has the right to terminate the agreement with immediate effect if the discontinuation is to his/her detriment. In case of a material change, the telecommunications company terminates the agreement by informing the customer a reasonable time, in any event at least one month, in advance. 'Reasonable time' will be assessed on a case by case basis.

13. CONTACT DETAILS AND NOTIFICATIONS

The customer must ensure that the telecommunications company has up-to-date contact details for the customer and the user at whose disposal the customer has placed the service. The customer must send any written notifications related to this agreement to the address or e-mail address that is shown in the agreement or subsequently notified. Notifications sent by the customer via post are deemed to have been brought to the telecommunications company's attention on the seventh (7th) day after sending, and those sent by e-mail on the next working day after sending.

The telecommunications company sends the notifications related to the agreement to the customer to the address given by him/her, to the invoicing address or, if so agreed, to an e-mail address or mobile phone number. Notifications sent by the telecommunications company via post are deemed to have been brought to the customer's attention on the seventh (7th) day after sending, and those sent by e-mail or to a mobile phone number on the next day after sending. The telecommunications company will inform the customer of any payment irregularities or breaches of agreement committed by the user of the service.

The telecommunications company's contact details are shown in the agreement or another document to be given to the customer.

14. OTHER TERMS AND CONDITIONS

The contents of the agreement are determined by the actual agreement document and its appendices. In case of discrepancy between the agreement documents, they take the following order of precedence:

- the agreement and any campaign terms;
- the service-specific special terms;
- the price list; and
- the general terms and conditions of agreement.

The invalidity of an individual clause of the agreement will not render any other clauses invalid. The agreement is governed by Finnish law.

15. DISPUTES

The customer is entitled to file lawsuit against the telecommunications company at the district court of either his/her or the telecommunications company's domicile. The telecommunications company must file any lawsuit against the customer at the district court of the customer's domicile. The customer also has the right to submit a dispute regarding the agreement to the Consumer Disputes Board. The decisions of the Consumer Disputes Board are, by their nature, recommendations.

16. VALIDITY OF THE TERMS AND CONDITIONS

These terms and conditions are valid from May 12, 2011 until further notice. These terms and conditions supersede Sonera's General Delivery Terms for Consumer Customers concerning Services that entered into force on March 1, 2007. These terms and conditions are also applied to agreements concluded before their entry into force as of September 1, 2011. The terms and conditions are available from the telecommunications company free of charge.

These terms and conditions of agreement are recommended by FiCom, the Finnish Federation for Communications and Teleinformatics, and have been negotiated with the Consumer Ombudsman and FICORA, the Finnish Communications Regulatory Authority.