

Service description of Sonera Data Transmission Services

1. General description of the services

TeliaSonera Finland Oyj (hereinafter Sonera) provides Sonera mobile customers with several alternative packet-switched data transmission services, which are based on the technologies available at any given time, such as GPRS, EDGE and UMTS (hereinafter service). The service allows customers, for example, to use Sonera SurfPort and other WAP services, send and receive multimedia messages, download applications and use the e-mail and the Internet. Depending on the service, the pricing is based either on the volume of data transmitted or the duration of the data transmission connection.

The services provide the best data transmission rate in any given network-load situation, but an individual customer cannot be guaranteed a certain rate. The data transmission rate depends on the data transmission technology used and on the customer's terminal device. The customer can exploit the higher-speed EDGE and UMTS (3G) and HSPA data transmission technologies, for example, if he or she has a terminal device supporting these and if the terminal is within the coverage area of the network concerned. Further information on coverage areas is available on the Sonera website.

The availability of the service is affected, for example, by the number of simultaneous users and by the data transmission volume. Due to network load, the data transmission may essentially slow down, cease or be interrupted.

If a data transmission connection is disconnected or interrupted, files or parts of files may be lost, remain undelivered or arrive in defective or erroneous form.

The above matters pertain to the character of data transmission services, and they do not entitle to refunds or damages.

2. Services with data-volume-based charging

The invoicing of services subject to data-volume-based charging is based on the volume of data transmitted. The duration of the data transmission is not relevant to the invoicing. The services with data-volume-based charging and their prices are listed in the relevant price list valid at any given time.

The Sonera Data 100 MB per month service also comprises a Fax service, by which you can send and receive faxes with an appropriate terminal device, and a possibility of making and receiving circuit-switched data calls.

When the service is activated, the customer is allocated different numbers for receiving faxes and data calls.

The Sonera Data Month service includes an unlimited amount of data transmission in Finland during an invoicing period.

The monthly charges for the Sonera Data Month service include the monthly charges for the Fax service and the Homerun service. Listed charges apply to the use of the Homerun service.

The HomeRun service enables fast wireless access to Internet services on premises where a HomeRun hotspot has been built. The service is based on broadband WLAN technology.

To customers with certain services subject to data-volume-based charging whose monthly charges cover a certain volume of data transmission, an SMS notification is sent when about 80% of the data transmission volume has been used up.

However, the notification does not limit the use of the service. The monitoring of balance data does not take place in real time, so the notification is sent with a delay that can be up to several hours. Also, no SMS notifications are sent at night time. The customer should take into account that an SMS notification may also not arrive due to a reason attributable to the customer's terminal device or network technology.

The customer is liable for any costs attributable to the use of the service even if an SMS notification arrives with a delay or does not arrive at all.

2.1. Sonera Data Step

The monthly charge for the service includes 20 MB of data transmission in Finland per invoicing period. If the 20 MB of data transmission included in the monthly charge is exceeded during an invoicing period, the customer is charged the valid listed price for each new 20 MB.

The Sonera Data Step service does not automatically include the informative SMSs on the amount of data transmitted.

3. Services with time-based charging

The invoicing for services with time-based charging is based on the duration of the data transmission connection. The customer is charged for the use of the service when the data transmission connection is open, irrespective of whether data is transmitted or not.

Following the phone's manual, the customer should carefully see to it that the data transmission connection does not remain open after having finished using it, as the listed prices are also charged for passive connections on which no data is transmitted.

Many telephone models may keep the data transmission connection open on the background although no WAP browser or application, for example, is open on the phone's display. Supplementary services or applications may include a feature that automatically updates data without the customer taking any action. Also, charging is not interrupted if a call is placed or received while the data transmission connection is open.

Time-based charging is applied only in the Sonera network in Finland. Abroad, the charging is based on the data transmission volume or some other basis of invoicing defined by the operator used.

3.1 Sonera Data Hour

The pricing for the service is based on invoicing periods of one hour. An invoicing period begins when a data transmission connection is established and ends when an hour has passed. If the connection is still open when the invoicing period ends, another invoicing period of one hour begins, until the connection is closed.

For each beginning invoicing period of one hour, the listed price is charged. The charge covers all the data transmission during the invoicing period concerned whatever the data transmission volume, the number of connections or the application or APN address used.

3.2 Sonera Data Day

The pricing of the service is based on 24-hour billing periods. The billing period starts when the data transfer connection is opened and ends after 24 hours. If the connection is still open when the above-mentioned billing period ends, a new 24-hour billing period always starts until the connection is closed. For each 24-hour billing period or part thereof a charge according to the price-list is collected, which includes all data transmission that has been used in Finland during the billing period in question regardless of the amount of transferred data, number of connections, used application or APN address.

Sonera Data Day service does not include informative text message notices about the accrual of the used data transmission that are sent automatically to the user of the subscription.

4. Requirements for introduction

A precondition for the use of the data transmission services is that the customer has a Sonera mobile subscription and a terminal device with the necessary technical features (for example, GPRS) and that the customer saves the data transmission settings in the terminal device in the appropriate manner. Sonera strives to send the appropriate settings to the customer's terminal device automatically by SMS every time the customer inserts the subscription SIM card in a new terminal device.

The customer can also order the settings through self-service channels or from the customer service.

A data transmission connection is established through an APN address. Further information on APN addresses available to Sonera customers can be found on the Sonera website.

5. Information security and rules of use

Connecting a terminal device to the public Internet and installing applications involve threats (for example, viruses and other malware) that may impair communication opportunities or jeopardize the availability and/or confidentiality of the data on the terminal device. The customer shall attend to the protection and information security of his or her mobile phone or other terminal device. The customer can boost information security by using information-security services.

For reasons of information security, Sonera can interfere with exceptional use of the customer's subscription (including, without limitation, any disturbance caused to the network or other users) in compliance with the general delivery terms by closing the customer's connection and/or service. Sonera has the right to prioritize other traffic in the network over the use of this service. A data transmission connection in the mobile network must not be used for so-called peer-to-peer network traffic or other such file-sharing because of the network load it generates.

Sonera strives to communicate any information-security matters and changes in the rules of use on the Sonera website at www.sonera.fi/tietosuoja.

6. Use of data transmission services abroad

The data transmission services operate abroad in the networks of those operators with which Sonera has an agreement. The services may differ essentially with respect to the quality and features as compared with Sonera services. The bases of invoicing described in this service description apply only to use of the service in Finland. The prices and invoicing of the data transmission services abroad are governed by the prevailing price list.

7. Validity of agreement

The agreement on the service is valid until further notice, unless otherwise agreed.

The customer may conclude a fixed-term agreement on the services specified by Sonera at any given time. A fixed-term agreement on the service is valid for a fixed period (hereinafter agreement period), after which the validity of the agreement continues automatically until further notice, unless notice is given on the agreement by the customer at least two weeks or by Sonera at least one month prior to the expiry of the agreement period, in which case the agreement on the service expires as the agreement period ends.

If the customer terminates the service agreement on the subscription for which the service has been activated with effect in the middle of the agreement period, the agreement on the service simultaneously also expires, as the service cannot be used without the subscription. Further, the customer has the right to terminate the fixed-term agreement on the service with effect in the middle of the agreement period by notifying Sonera accordingly. If the agreement is terminated in the middle of the agreement period for a reason mentioned above, the customer is, however, obliged to pay half of the monthly charges of the service for the remaining part of the agreement period to Sonera on the bill following the termination of the agreement.

These terms do not limit a consumer customer's legal right to give notice on the basis of a social bar to performance. The customer has a duty to prove the existence of such a social bar to performance and a duty to supply Sonera with a written statement about the reason for termination.

8. Invoicing

For the use of the service, the customer is charged the prevailing prices listed in the appropriate price list.

A monthly charge is collected for the connection period of the service, if the service has been used. For the period in which the service has been terminated, a monthly charge is always charged, whether or not the service has been used.

Data transmission or periods of use that have not been used up in the period of termination will not be refunded to the customer.

If the customer switches from a monthly-charged data transmission service to another monthly-charged data transmission service, he or she will be charged the monthly charges for both the services for the switchover period and a potential connection charge for the new service.

A fixed-term data transmission service can be changed for a service with a higher monthly charge during the agreement period. It is not possible to switch to a service with a lower monthly charge, however, during the agreement period.

9. Other terms

A subscription may have only one packet-switched data transmission service at a time.

Sonera Data 20 MB per month, Sonera Data 100 MB per month, Sonera Data Hour, Sonera Data Day, Sonera Data Step or Sonera Data Month are not available for Sonera Easy, Control, Control Plus, Company Data, Better Business or Better Business Data subscriptions.

Sonera Data 20 MB per month, Sonera Data 100 MB per month, Sonera Data Step or Sonera Data Month are not available for subscriptions that simultaneously have a Balance Agreement or a Balance Recharging service.

Customers are able to monitor data transmission costs in the self-service channels provided by Sonera at any given time.

In all other respects, Sonera's General Delivery Terms for Consumer / Business Customers (depending on the customer relationship) concerning Services, valid at any given time, are applied to this service.