

### 1 Application of the delivery terms

1.1 Application of delivery terms. These delivery terms shall be applied to the Sonera Easy subscription (hereinafter "service") provided by TeiaSonera Finland Oyj (hereinafter "Sonera"). Easy is a Sonera-owned limited features mobile phone subscription whose right of use Sonera assigns to the customer against advance payment.

Through the subscription and the network, the customer can also use services produced and provided by parties other than Sonera. These terms of delivery shall not apply to these services, and Sonera is not responsible towards the customer for such services.

### 2 Conclusion and assignment of the agreement

2.1 Conclusion of the agreement. The agreement shall be concluded when the customer activates the service as set forth in the instructions for use. Assignment of the agreement. Sonera has the right, without the customer's consent, to assign either all or part of the agreement to a third party to which the business referred to in the agreement is transferred. Sonera shall inform the customer of the assignment in good time in advance.

2.2 Assignment of an agreement. The customer is not entitled to assign an agreement to a third party without Sonera's written consent. If consent to the assignment has been given, the customer is responsible for any obligations under the agreement, such as payments, until Sonera has approved the assignment, after which the assignee is responsible for the obligations under the agreement. Regardless of the assignment of the agreement, the customer continues to be responsible, in addition to the assignee, for any obligations arisen before the assignment was approved. Sonera has the right to assign, without the customer's consent, either all or part of the agreement to a Group company or a third party to which the business referred to in the agreement is transferred. Sonera informs the customer of the assignment in good time in advance. In addition, Sonera has the right to transfer its receivables based on the agreement to a third party. After a notice concerning the transfer of the receivables, payments are valid only when made to the transferee.

### 3 Provision and use of the service

3.1 Provision of the service. Sonera has the right to provide the service defined in the agreement as it deems best. Sonera is entitled to make alterations affecting the technology and use of the service. If these alterations require changes in the customer's equipment or software, the customer shall effect these changes at his own expense. Sonera aims at informing the customer of any alterations that will affect the customer a reasonable time in advance.

Sonera also has the right to cease to provide the service or its feature for a justifiable reason. In this case, Sonera has the right to terminate the agreement as regards the parts related to the service or feature concerned by notifying the customer thereof a reasonable time in advance.

3.2 Coverage areas of mobile networks. Sonera is entitled to decide on the territorial coverage of its mobile networks. For reasons of radio technology, Sonera does not guarantee that the service will function everywhere within the coverage area of mobile networks. The service cannot be used abroad.

3.3 Customer equipment. Terminal equipment is not included in the service. The customer shall acquire any equipment required for the use of the service and ensure that it is in working order. It is also the customer's responsibility to see to it that the said equipment is approved and does not disturb or interfere with Sonera's operations or the traffic in the network. Any equipment or software causing interference shall be immediately disconnected from the mobile network.

3.4 Material delivered through the service. The customer shall be responsible for any material delivered through the service to other users. In particular, it is the customer's responsibility to see to it that the

material sent by him does not cause interference to the telecommunications network, infringe the copyright of third parties, or violate good practise, legislative provisions or regulations issued by the authorities. If Sonera, the authorities or a third party can show that such material has been delivered through the customer's service to other users, Sonera has the right to prevent the use of the service without hearing the customer. As Sonera does not monitor or control the material transmitted through the service, Sonera shall not be responsible for the availability, quality or contents of such material and information. Nor shall Sonera be responsible for any damage whatsoever caused by the delay, distortion or disappearance of material transmitted by the use of the service.

3.5 Liability for the use of the service. The customer shall be responsible for meeting his obligations under the agreement and for paying the charges for the service to Sonera even if the service has been used by a third party.

### 4 Defect in the service; maintenance of the service and correction of defects

4.1 defect in the service. The service is considered defective if it essentially differs from the features specified in the agreement, and if this difference essentially complicates the use of the service.

4.2 Maintenance of the service and correction of defects. Sonera shall maintain the service in working order in compliance with the agreement, and correct any defects in the service between 8 am and 4 pm on weekdays (Saturdays excluded), as soon as possible. At other times, defects may be corrected if separately agreed upon, and the customer shall be charged for the work according to the tariff.

4.3 Temporary interruptions. Sonera has the right to close the service temporarily if this is necessary for purposes of construction and maintenance work. In such a case, Sonera shall aim at keeping the said interruption short and at causing as little inconvenience to the customer as possible. Sonera shall inform the customer of any interruptions in advance to the extent possible and necessary. Sonera also has the right to interrupt providing the service temporarily if this is necessary for ensuring telecommunications required for maintaining public order and security.

### 5 Identification data

5.1 telephone number of the mobile subscription in the customer's use. Sonera has the right to select the mobile phone number assigned to the customer's use (hereinafter "Identification Data"). The Identification data shall remain Sonera's property, and the customer shall have no rights to it whatsoever after the expiry or termination of the agreement, unless otherwise agreed upon in writing.

5.2 Sonera's right to change the Identification Data. Sonera has the right to change the Identification Data if so required by regulations issued by the authorities, or for reasons related to the structure of the telecommunications network, or for service related or other technical reasons. Sonera shall inform the customer of such a change no later than six months before the change takes effect.

5.3 Giving Identification Data to a third party. Sonera has the right to give the Identification Data related to the service to a third party when the service has been closed.

### 6 Customer data and its use

6.1 Customer data given by the customer. The customer has the right to disclose his customer data to Sonera. Sonera has the right to publish the said data as well as the number of the mobile subscription in the customer's use in a written or electronic directory. The information can also be used in a directory enquiries service or a similar service. Information given by the customer shall be published according to the terms and pricelist concerning directories.

Sonera has the right to release Customer and Identification Data within

the limits of the valid legislation.

The customer has the right to forbid the publication of information related to him in a directory or the use thereof in a directory enquiries service or a similar service.

6.2 Errors in a directory. If negligence on the part of Sonera has resulted in an error in information published in a directory, Sonera shall, according to its preference, either correct the error and inform of the said correction as it deems best or compensate any reasonable costs incurred by the customer from correcting the error and informing thereof. The claim for compensation shall be presented in writing before the error is corrected. Sonera and the customer shall strive to minimize the inconvenience caused by any errors.

## 7 Compensation for costs and damage

7.1 Sonera's liability for damages. Sonera shall compensate the customer for direct damage shown by the customer to have been caused by Sonera's negligence. However, if Sonera, under Section 7.3 or otherwise, is liable to pay the customer contractual liquidated damages, indemnification or a similar standard compensation for a breach of the agreement, Sonera shall be liable for damages only to the extent that the coverable damage suffered by the customer exceeds the amount of such standard compensation.

7.2 Limitations in liability for damages. Sonera shall not be liable for indirect damage or for damage due to force majeure. Nor shall Sonera be liable for damage caused by matters falling within the responsibility of the customer, the user of the subscription or a third party. Sonera shall not be liable for the exercise of its rights as contained in these delivery terms.

7.3 Interruptions in use. If the service has been out of use for over 48 hours during one calendar month on account of construction or maintenance of a public telecommunications network or on account of a fault in a telecommunications network, the customer is entitled, at his request, to receive a reasonable compensation from Sonera. A reasonable compensation is considered to be one month's basic charge, which is applied in corresponding telecommunications subscription agreements.

Sonera shall, however, not be liable for compensation if the fault has been due to force majeure, provided that Sonera further proves that it has not been able, by reasonable measures, to repair the fault within 48 hours; or if the fault has been caused by negligence on the part of the customer or another user of the service.

Sonera shall not be liable for compensation if the service has been out of use on account of a fault in terminal equipment.

7.4 Defects in equipment or software in customer's possession. If the customer uses equipment or software that is defective or causes interference, he shall compensate Sonera for any damage and for the costs caused by tracing the defects.

7.5 Claims for damages. A claim for damages shall be submitted to Sonera within one month from the date on which the defect on which the claim is based was detected or should have been detected.

## 8 Changes in prices

8.1 Price changes. Sonera has the right to change the fees charged for the use of the service. The customer is notified of price increases no later than one month before the new prices become effective.

### 9 Closing the service and termination of the agreement

9.1 Sonera's right to close the service. Sonera has the right to close the service that is in the customer's use and to cancel the agreement if:

9.1.1 the customer, despite a reminder given by Sonera, uses equipment or software that is defective or that causes interference,

9.1.2 it has been established that the customer has caused interference either to the network or to other users by using the service,

9.1.3 the customer, despite a reminder, does not comply with his obligations under the agreement or is essentially in breach of his obligations under the agreement,

9.1.4 unwanted material referred to in Section 3.4 has been supplied by the customer or through the customer's service to other users of the service or to Sonera's or a third party's servers, or if the customer has used the service contrary to the instructions on good practice followed in marketing.

9.2 Form of a cancellation notice. Sonera shall inform the customer of the closing of the service and termination of the agreement in writing (e.g. by a text message). Unused talk time shall not be compensated if the closing of the service and cancellation of the agreement by Sonera in accordance with this chapter are attributable to the customer.

## 10 Other terms and conditions

10.1 Notices. Sonera shall send written notices related to this agreement to the address most recently provided by the customer or as a text message to the number of the mobile subscription in the customer's use. Notices sent by Sonera through mail shall be deemed received by the customer seven days after they were sent; notices sent as a text message shall be deemed received on the weekday following their transmission.

10.2 Force majeure. The parties to this agreement shall be released from their obligations and liability to pay damages if the breach of agreement or failure to comply therewith is due to force majeure. An event of force majeure shall be considered to be constituted by an unusual event which affects the matter, prevents the fulfilment of the agreement, takes place after the conclusion of the agreement, and which is beyond the parties' control, and the consequences of which cannot reasonably be avoided or overcome. Such an event can be, for example, a war, mutiny, requisition or confiscation for public purposes, interruption in the supply of energy, labour conflict, fire, thunderstorm, or another natural phenomenon, cable damage caused by a third party, or another unusual event with comparable effects and beyond the parties' control.

If the fulfilment of a contractual obligation is delayed for any of the reasons mentioned above, the duration of the period for the fulfilment of the contractual obligation shall be extended for as long as deemed reasonable in view of all the circumstances relevant to the case.

10.3 Settlement of disputes. Any disputes arising out of or in connection with this agreement shall, if they cannot be settled by negotiation, be settled in a general court of first instance. A consumer customer may take proceedings in either the court of first instance of the defendant's domicile or the court of first instance of the locality in the judicial district of which he, according to law, has his domicile.

A consumer customer can also refer a dispute related to the agreement to the Consumer Complaint Board.

## 11 Validity of the delivery terms

11.1 Entry into force of the delivery terms. These delivery terms shall enter into force on May 12, 2011 and they shall remain in force until further notice. These terms shall replace the Delivery Terms for the Easy Service, valid as of March 1, 2010, which were previously applied to the use of the Easy subscription.

These terms shall also apply to agreements concluded before these terms entered into force. The delivery terms are available from Sonera free of charge.

11.2 Amendments to the delivery terms. Sonera may amend these delivery terms. The customer shall be informed of the new delivery terms no later than one month prior to their entry into force through customer bulletins, customer magazines, as a text message to the number of the mobile subscription in the customer's use, or otherwise in writing. Amended delivery terms shall also apply to agreements concluded before the amended terms entered into force.

