

Before signing the contract, carefully read the general terms and conditions of the contract, service-specific special terms and conditions, pricelist, and any promotion terms and conditions and user instructions the company has provided.

- The general terms and conditions are applied to all own services of the company.
- Service-specific terms and conditions are applied in addition to the general terms and conditions. Promotion terms and conditions are part of the contract and are applied to services that are offered subject to special terms and conditions during a restricted time.
- User instructions describe, for example, the commencement and use of the service, as well as error situations and their resolution.

All the above terms and conditions and instructions are applied when the services are offered to consumers that use them for some other purpose than business operations. The terms and conditions and instructions can be acquired from the company, its customer service, and its website. Further information on the service can be acquired from the company. The general terms and conditions of the services cover the signing of the contract, delivery, use and restriction of the service, error situations, and changes to and termination of the contract. The below key aspects of the terms and conditions of the contract in particular have a vital impact on the role of the customer and/or service user significantly.

Entrance into force and validity period of the contract

See the contract or the order confirmation to determine when the contract will enter into force and whether it will remain valid for a fixed or a non-fixed period.

Liability for use and payments

The company will be responsible for the service it offers and delivers as specified in the contract. As a customer, you will be responsible for the use of and payments related to your connection also when you have conveyed it to a third party. Please note that communications services can also be used to order other services that are subject to a fee, for which reason special care should be taken when using the service (cf. a credit card). Protect your connection with personal credentials (e.g. a PIN code), if technically possible.

If the terminal device, credentials, or smart card is lost or stolen, contact the company immediately to not be held responsible for any misuse (see sections 4.2 and 4.3).

Use abroad and in the border region in Finland

Use your mobile phone and computer wisely when abroad because the fees charged for calls and data transfer related to uploads and multimedia messages are usually higher than in Finland. Find out the pricing before using the service abroad to avoid unpleasant surprises (see section 8.1). When using a mobile phone or a mobile broadband connection in the border region, it is advisable to select the telecommunications network manually for easier management of the related charges (see section 4.7).

Information security

The company is responsible for the information security of its own communications network and for the information security services that it offers. In other respects, the sufficient information security of service use, devices, and software are at your responsibility, for which reason it is important to protect the device with information security services and to ensure that they are always up to date. The carefulness of your actions is considered in any liability and compensation matters (see section 4.2). Instructions and guidance can be requested from the company.

Delays and disruptions

Communications services are complex services, for which reason delays and temporary disruptions can occur in the operation or accessibility of the service even when there is no actual error in the service. Delays and disruptions can be caused by various factors but typically they are due to the loading or condition of the networks, network maintenance, or the terminal device or its settings (see sections 4.5, 5.2, 5.7, and 7). If you observe delays or disruptions in the communications service, see section 5.4 for instructions on securing your rights.

Changes

The features of the service or applicable terms and conditions can change, as the company has a limited right to make such changes on the grounds specified in the terms and conditions of the contract (see section 11.1.). In such a situation, you usually have the right to terminate the contract or the service with immediate effect (see section 11.2).

Customer service

You can contact the company's customer service through various channels including telephone, internet, email, and other customer communication channels. Contact details can be found e.g. in the contract or invoice.

Returning of materials

When the use right ends, you must, upon the company's request, return or destroy all original material in your possession that you have received and any copies thereof, including software, their instruction manuals, and any installed / other copies of the above (see section 4.1).

1 DEFINITIONS AND SCOPE

In this contract, terms will have the following meaning:

- Customer means a private consumer who signs or has signed with the company a contract on the use of the service and acquires services principally for some other purpose than business activities.
- User means a person who uses the service. The user is not necessarily the person who made the contract.
- Company means Semel Oy.
- Contract means the contract signed between the Customer and the Company on a service or service package.
- Service means the communication services or additional or content services that are included in the company's selection at any given time.
- Communication service means the transfer, distribution, and keeping available of messages within the communication network used by the company. Additional and content services are not communication services.
- Additional service means e.g. a blocking service, various location and storing services, and information security services.
- Content services mean the offering of various contents to the customer, including news, current affairs, and entertainment services.
- Communication network means a system that is intended for the transfer or distribution of messages and consists of interconnected cables and devices.
- Communication networks include fixed and mobile networks.
- Connection means a connection point or interface where the indoor cabling network or telecommunications terminal device that is at the customer's responsibility is connected to the company's network to enable the customer to use the communications services. The connection can be e.g. a broadband internet connection.
- These general terms and conditions are applied to services offered by the company or its group company to private consumers.

2 SIGNING OF THE CONTRACT

2.1 Entrance into force

A communication service contract must be made in writing. The contract can alternatively be made electronically requiring that its contents cannot be altered unilaterally, and it remains accessible to the parties. The entrance into force of the contract may require that the customer has made an advance payment or provided a security (see section 2.2). The contract will enter into force when the company has accepted the order made by the customer e.g. by delivering an order confirmation or by starting the provision of the service. The company will specify in the contract or order confirmation concerning the communications services when the contract will take effect and, where required, how the customer will be notified of the entrance into force of the contract. In addition to or instead of an advance payment, the company and customer can agree upon a reasonable use limit. The company has the right to check the customer's credit information in connection to making the contract.

2.2 Advance payment, security, and use limit

The company has the right to require a reasonable advance payment of or security for the fees charged based on the contract when the contract is signed if there is a special reason for collecting such an advance payment or security due to anticipated insolvency or other similar reason. Such reasons include e.g. well-founded suspicion of an unwillingness to pay, a payment default, an unsuccessful seizure attempt, and situations where the customer owns money to a company or where the customer's credit information cannot be investigated reliably, or if the customer fails to provide his or her address. The company can, however, require a reasonable security during the contract period if an authority has announced the customer insolvent. The company does not pay interest on the advance or security payments. The company has the right to use the security to cover any overdue receivables and related interest and recovery expenses.

The customer will be responsible for paying any pledge management and liquidation expenses related to the security. The security is returned when the grounds for its payment expire or at the latest when the contract ends. The advance payment is refunded immediately when the contract ends.

The customer and the company can agree upon a reasonable use limit for the telephone connection. The company will notify the customer in advance of any limitation of use that is caused by exceeding the use limit e.g. by calling or via a text message. The company must at the same time provide instructions on how the limitation of use can be avoided. After this, the company has the right to limit the use of the connection when the use limit is exceeded. To be freed from the limitation of service use, the customer must pay the share of the accumulated service fees specified by the company. The use limit service and making changes to it are free of charge; however, the company can charge a fee for its removal in accordance with the valid pricelist. The use limit is agreed upon separately with each company. In addition to the use limit, the company can offer balance limit services subject to a fee. When the balance limit is exceeded, the use of the connection is prevented or limited.

3 DELIVERY OF THE SERVICE

3.1 Delivery and delivery time

The company or its partner will deliver the service as described in the contract or as otherwise agreed. The customer and the company will agree upon the delivery time or maximum delivery time when the contract is signed. The company will deliver the service at the agreed delivery time at the latest. The company must deliver a universal service connection within a reasonable time.

3.2 Customer's contribution and requirements for the delivery

The customer must contribute to the provision of the service and ensure the acquisition and installation of devices and other matters that are at his or her responsibility. The company must instruct the customer in the conditions for delivering the service. The conditions for delivering the service include, for example, that the customer has:

- provided information that is correct (e.g. an accurate address) and enough (e.g. remote location or challenging terrain) for delivering the service
- ensured unobstructed access to the required premises
- ensured the sufficiency of the electricity and indoor cabling network at the delivery address
- ensured the condition of premises and devices that are at the customer's responsibility and their compliance with regulations
- acquired the official permits required for the delivery of the service and paid any related expenses, and
- acquired the use rights to software related to and to be connected to the products; however, the company will be responsible for the use rights to software included in the agreed service.

The company and the customer can agree upon a price estimate if the delivery of the service requires that a network or a connection be constructed, or other measures taken whose expenses cannot be accurately assessed beforehand. The final price of the service can exceed the price estimate provided in the contract by 15 % maximum, or by the sum agreed upon separately with the customer. The service will be considered as delivered when the company has for its part completed the measures required to commence the service.

3.3 Customer's devices and software

The customer is responsible for acquiring and installing the necessary devices and software, for the indoor cabling network and related work, and for acquiring additional security and protection systems for his or her devices and software unless otherwise has been agreed. If the delivery includes software, its updates and modifications are excluded from the delivery. Devices and software that disturb the operation of the network or the service are addressed in section 4.1. The customer is responsible for ensuring that any devices and software that are not acquired from the company are approved, operational, and comply with the law and regulations.

3.4 IDs and their modification

The company has the right to decide the credentials that will be granted to the company, such as usernames, addresses, numbers, and other similar credentials. The company has the right to change the credentials granted to the customer if required by legislation, official regulations, reasons related to the communications network, customer, delivery of the service or information security, or by some other similar reason. The company will notify the customer of any changes to the credentials principally at least two (2) months before the change takes effect. The company has the right to give the credentials to the use of a third party if they have not been in the customer's use for six (6) months. The customer will have no right to the credentials after the contract has ended.

4 USE OF THE SERVICE

4.1 Right to use the service

The customer has the right to use the company's services in the manner specified in the contract, general terms and conditions, service-specific special terms and conditions, and any promotion terms and conditions and user instructions. The company will take care of its communication network and services so that the customer has the right to use the service in the agreed manner. All immaterial rights to the company's services and products will belong to the company or a third party, e.g. the owner of the software. The company can grant the customer, for the duration of the contract, restricted user rights to the service specified in the contract and to the electronic versions and documents delivered to the customer based on the contract. The service and devices, software, documents, and other material conveyed with user rights in connection to the service must be used in accordance with the instructions provided by the 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 modify the documents or software or to convey them to a third party without a prior written consent of the company unless required by mandatory legislation. When the use rights end, the customer must, upon the request of the company, return or delete at his or her own expense any original material he or she has received and any copies thereof.

Such material includes e.g. software, their operating manuals, and any installed or otherwise made copies thereof. The company is not responsible for any restrictions of use of the service abroad. More detailed information can be acquired from the company's customer service. The service must be used so that it does not cause unreasonable loading (e.g. sending of junk mail and sharing of the connection) or other disturbance or harm to the company, operation of the general communication network, other users of the communication network, or third parties. The customer must immediately disconnect from the communication network any devices or software that disturb the use of the network or the service. If the customer intentionally or despite the notification of the company uses faulty or disturbance-generating devices or software, he or she will be responsible for any subsequent damage caused to the company or a third party and for any troubleshooting expenses. In disturbance and error situations, the company has the right to disconnect the devices or software from the network without consulting the customer. The company also has the right to limit the traffic in its communication networks, interrupt the use of the service, or close the connection, and to implement also other measures needed to secure network traffic, operation of services, information security, and accessibility. The customer has no right to utilize the service as part of his or her own service, product, or business activities.

The customer has no right to resell the services provided by the company, to pass third party traffic through the service, or share the service with third parties. In addition, the service must not be used as the principal routing method of telephone calls between networks. Unless otherwise has been specifically agreed upon with the company, the customer must not use in connection to the services nor install into the network servers that can be accessed elsewhere through the network. In addition, the service must not be used by means of automated posting systems regardless of whether the purpose of such use is direct marketing or something else.

4.2 Responsibility for the use of the service

The company will be responsible for the service it offers and delivers as specified in the contract. The company will not be responsible for material acquired through or with the help of the service, the operation or accessibility of such material, nor the customer's right to use such material, unless the said material is provided by the company. The customer is responsible for ensuring that the material he or she has ordered, acquired, or delivered, or his or her use of the service will not cause disturbance to the network or other users, does not put information security or accessibility at risk, nor violate the rights of the company or others, good practices, legislation, or official regulations. The company has the right to prevent the use of the service or to close the customer's service if the company, authority, or a third party proves that the customer has acquired, delivered, or conveyed through or with the help of the service any such harmful material referred to in the above to a third party or such material has otherwise been made available or the service has been used against these terms and conditions. In addition, the company has the right to take other necessary measures and to claim compensation from the customer for any damage caused by a breach of the contract. The company will notify the customer in an appropriate manner of such measures. The customer has the right to convey the connection to the use of a third party, but the customer will remain responsible for the use of the connection, for the liabilities specified in the terms and conditions of the contract, and for the payment of fees. The customer will use the service at his or her own responsibility. The customer must ensure adequate information security of the use of the service, devices, and software (see section 4.6) and, where required, the availability of blocking, use limit, and balance limit services for their communication service. Protection measures related to information security include the acquisition and updating of antivirus and firewall software, updating of the operating system and software, and other similar necessary measures. The company will provide basic information on and guidance in the information security of their service. The customer must follow special care in the use of the service (cf. credit card) because the services can be used for various functions such as purchasing digital contents and items. The customer must exercise special care in storing, protecting, and using the connection. The customer must ensure that smart cards (e.g. SIM and CA cards) and devices have been protected by means of credentials (e.g. a username, password, PIN code, encryption code), and that these personal credentials are not revealed to third parties. If a terminal device, credentials, or a smart card is lost or stolen, the customer must contact the company's customer service immediately. The company is responsible for ensuring the availability to the customer of the settings of their own service and of services that they offer. The customer is responsible for the commencement of the settings. The customer is responsible for any terminal device, device, and other programming and settings that affect the use of the service and for their installation, maintenance, and deletion unless otherwise has been agreed upon by the parties.

4.3 Unauthorized use of the communication service

Unauthorized use of the communication service means a situation where a third party uses the customer's communication service or content and additional services with the help of the service without the consent of the customer. Even though the customer is principally responsible for the use of the service, he or she is responsible for its unauthorized use only when such unauthorized use is due to the carelessness of the customer, and this carelessness cannot be considered mild. The customer is not responsible for the unauthorized use of the communication service once the company has received a notification from the customer of the loss or unauthorized use of the device. To secure his or her rights, the customer must report the loss or unauthorized use of the device immediately by calling the customer service during its opening hours or by calling the lost device notification number at any time of the day; the number can be found e.g. in the contract or on the company's website. The company has the right to close the communication service or prevent the use of the terminal device immediately after it has received the notification. The company can request the customer to submit e.g. the crime report or preliminary investigation report to assess the level of care of the customer's actions.

4.4 Quality and features of the service

The company will determine the key quality and features of the communication service it offers in the service description, special terms and conditions of the service, or some other contract document to be delivered to the customer.

4.5 Key factors affecting the operation of the service

Radio technology, data transfer, and characteristics of public communication networks can cause shadow areas and local or temporary disruption or slowing down of the traffic in the operation of the services. Signal strength and operation of the services are affected e.g. by the terminal device used by the customer and its condition, current climate conditions, contours of the terrain, buildings, structures used, and maintenance measures.

Services and related software can contain minor technical defects that do not significantly affect the operation of the services or the software. For the mentioned reasons, the company cannot guarantee the uninterrupted operation of the services throughout the coverage area of the network (see section 5.2, service errors). The company has the right to make decisions regarding the regional coverage and features of its network. The regional coverage of the network can, to some extent, depend on the loading of the network, and therefore the coverage is not always static. The company can optimize parts of the network and features to enhance the overall signal strength in the area, for which reason the regional signal strength can vary. If the coverage is significantly and permanently reduced at the customer's address, the company will notify the customer of the changes in an appropriate manner and by giving the customer reasonable prior notice. The customer has the right to terminate the contract without a notice period if the change weakens the operation of the service at the customer's address permanently to an extent that cannot be considered minor.

The company has the right to measure and modify communications traffic to avoid the overloading of the network connection that might affect the quality of the services offered (see section 5.2, service errors). The company can make minor changes in its services and the smart card, e.g. regarding the SIM technology or its use, when these changes have no impact on the key contents of the contract (see section 11). In addition, the company can send to the customer's terminal device settings by means of communication networks that make the use of the connection easier and which the customer can install if he or she wishes.

Telephone calls made to the emergency services within the public communication network by using a telephone connection, locating the caller, and emergency text messages are regulated in the law and in the regulation of the Finnish Communications Regulatory Authority. A company operating in the telephone network will for its part participate in locating the caller and will also ensure that the customer will be able to make a successful telephone call or send a text message to 112 free of charge. The caller cannot be located, or a text message sent if the mobile phone has no SIM card. The reliability and speed of emergency text messages are not as good as emergency calls. Information on contacting the emergency number and locating the caller by some other means than the telephone connection services (e.g. a VoIP service) are provided in the service-specific special terms and conditions.

4.6 Information security of the communication network

The company is not responsible for the information security of its own communication network and for the information security services it provides. The company is not responsible for any disturbances occurring in the public internet network or for any other factors disturbing the use of the service that are beyond its control. The company can take measures to prevent information security breaches and to remove disturbances affecting information security, if such measures are necessary to protect the communication service, network service, or communication opportunities of the recipient of the message. Such measures include e.g. preventing the conveyance and reception of messages or deleting from the messages malware that poses a threat to information security. The company will select the measures based on the severity of the disturbance to be prevented and will discontinue them as soon as they are no longer needed. The company will notify customers of information security threats, means to protect oneself against them, and any measures taken and their impacts on its website or by some other appropriate means.

4.7 Using the connection in the border region in Finland

In border regions within Finland, a terminal device that selects the network automatically searches for the communication network with the highest signal strength. To avoid guest network pricing, which have higher rates than those charged by Finnish operators, the customer must manually select the company's network from the settings of the terminal device. The manual selection of the network prevents accidental use of a foreign network when making calls or using the data connection. The company must provide instructions on the use of the connection in the border area. The customer is responsible for the expenses caused using a foreign network if he or she has not followed the company's instructions.

5 DELAYS AND ERRORS OF THE SERVICE, AND COMPENSATION

5.1 Delayed delivery of the communication service and the customer's right to standard and damage compensation

The delivery of the communication service has been delayed if the service has not been delivered at the agreed time and this is not due to the customer or a factor that is at his or her responsibility. If no delivery time has been agreed upon, the delivery will be considered as having been delayed if the service has not been delivered within a reasonable time after the contract is made. In a situation where the communication service has been delayed, the customer is entitled to standard compensation, the amount of which for each week and start of a week and maximum sum is regulated in the Communications Market Act. The customer will not be entitled to standard compensation if the company or a partner used by the company can prove that the delay was caused by an obstacle that was beyond its control and which it could not reasonably have been expected to take into account when making the contract and whose consequences it could not reasonably have avoided or overcome. Such obstacles include, for example, force majeure situations and delays caused by the actions or neglect of the customer, or defects of the terminal device or the indoor network.

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

5.2 Errors of the communication service, their correction, price reductions, and standard compensation

Errors

There is an error in the communication service if its quality or delivery method does not correspond to what has been agreed. In error situations, the customer principally has the right to demand correction and secondly a price reduction or, when the service has been disrupted, standard compensation and damage compensation.

Matters excluded from the scope of errors

In addition to what is said in section 5.7, the following will not be considered an error

- such defects in the service that are caused by the actions or neglect of the customer or some other person who has used the service or by an aspect that is at the responsibility of the customer or a person who has used the service
- defective operating condition of the terminal random or short-term down-time device or the indoor cabling network, or random or short-term downtime.

No uninterrupted operation can be guaranteed for communication services because temporary disruptions and disturbances that occur from time to time are typical of the service. The communication service is not erroneous if its general operation is similar to a corresponding communication service despite the disruptions. The operation of the services can be affected by shadow areas and local or temporary disruptions or slowing down of telecommunication that can be caused e.g. by radiotechnology, data transfer, features or loading of the communication networks, or malware. The conveyance of messages and filtering or limiting telecommunications can fail temporarily. Services and related software can contain minor technical defects that do not significantly affect the operation of the services or the software. Internet can also cause defects in the operation of the services and devices. The company cannot guarantee that all features of the customer's terminal device are accessible in the company's communication network.

Correction

The customer principally has the right to demand that the company corrects the error or makes a new delivery. However, the company is not obliged to correct the error if such a correction would cause the company unreasonable expenses or unreasonable inconvenience. In assessing the unreasonableness, the significance of the error, the value of the delivery made under the contract, and whether the correction can be completed in any other way without causing the customer unreasonable inconvenience must be considered. The company has the right to correct the error at its own expense. The customer can refuse the correction of the error if it would cause him or her significant harm. The customer can also refuse the correction of the error if there is a danger that the expenses caused to the customer are not refunded or if there is some other special reason for the refusal.

Price reduction and standard compensation

The customer is entitled to receive a price reduction corresponding to the error if correcting the error or making a new delivery are not possible or they are not done within a reasonable period from the error notification. When the communication service is disrupted, the customer is entitled to standard compensation instead of a price reduction. The amount of the standard compensation for each week and start of a week that the disruption persists, and its maximum sum are regulated in the Communications Market Act. If standard compensation is paid to the customer, he or she is not entitled to a price reduction based on the same disruption.

5.3 Damage compensation and measures to restrict the damage

The company will compensate to the customer any direct damage caused by the delay or an error of the service. Of indirect damage, such as a significant reduction of benefit gained from the use of the service or lost income, only damage caused by the negligent fulfilment of the contract by the company will be compensated. The customer must provide proof of the damage caused. The company is not responsible for any indirect damage caused to the customer by actions that were not taken in private use nor for damage caused by the own actions of the customer or the person using the service. No compensation will be paid solely for the effort caused by the damage incident. The customer must, when damage has occurred or there is a risk of damage, take such measures to prevent or restrict the damage that can be reasonably expected from him or her. If the customer fails to take reasonable measures to prevent or restrict the damage, he or she will be held responsible for the share of the damage that was caused by actions that were at his or her responsibility. The company will not be responsible for the actions of other companies or service providers, nor for damage caused by them unless the said company or service provider works as the company's subcontractor or unless the company has otherwise committed to assuming responsibility for such activities e.g. in case of partners.

5.4 Submitting a delay or error notification

The customer must submit claims on errors to the company within a reasonable time from the moment the error was observed, or it should have been observed. A claim on the delay of the service must be submitted within a reasonable time after the delivery of the service. Determining the length of this reasonable time period depends e.g. from the conditions of each individual case and the customer's expertise. The customer can submit a claim on a delay or an error also later if the company has acted with gross negligence, dishonourably, or in an unworthy manner, or the communication service fails to meet the requirements laid down in the law or in the regulations of the Finnish Communications Regulatory Authority.

5.5 An error in some other service or device

Errors in devices or services other than communication services are determined based on the Consumer Protection Act. Instead of repairing the error, the company also has the right to replace or update hired devices, software that has been conveyed with use rights, and the service with a functionally corresponding one. Devices sold by the company will be repaired in accordance with any guarantee terms and conditions and the Consumer Protection Act.

5.6 Force majeure

The company will be freed from its contractual and damage compensation liability if the fulfilment of the contract is prevented or delayed by a force majeure situation. A force majeure situation means a circumstance that the company could not have taken into account when making the contract and that is beyond the company's control. Such circumstances include, for example, repair and construction work of the communication network that is caused by exceptional weather conditions, national state of emergency, labour dispute, fire, natural disaster, disruption of energy distribution, legislative or official regulation or decision, excavation damage or damage to property caused by a third party or similar damage, and delivery errors of a contract partner that are caused by the above circumstances. If the fulfilment of the contract is prevented or delayed due to the above reasons, the time limit will be extended by what can be considered reasonable in the circumstances. The customer will be freed from the obligation to fulfil his or her contractual obligations in a force majeure situation that include a national state of emergency, fire, natural disaster, disruption of payment traffic, and official orders and decisions.

5.7 Construction and maintenance of the network

The company can temporarily disrupt the provision of the services or to restrict their use without the customer's consent if these measures are necessary for the building, maintenance, or information security of the network. Such measures include e.g. extension of the communication network, maintenance of base stations, maintenance of server operator systems, and prevention or denial of service attacks. The company will perform the interruption at such a time that causes the customer as little inconvenience as possible and will notify the customer of the interruption beforehand where possible. Such a disruption is not an error in the delivery of the communication service or other service. If the use of the connection has for the above reason been interrupted for the minimum of 48 hours during a calendar month, the company will compensate the basic fee of the connection for that month to the customer upon his or her request. The compensational obligation does not apply if the interruption was caused by a natural disaster or some other force majeure situation. The company must also be able to show that it was not able to fix the error within 48 hours by implementing reasonable measures. Furthermore, the compensational obligation does not apply if the error was caused by the negligence of the customer or some other person using the connection, or by the defective condition of the terminal device or the indoor cabling network.

6 RESTRICTING THE USE OF OR CLOSING THE SERVICES

Closing of the connection means that all services provided through the connection be prevented. Restricting the use of the connection means that the use of one or several services provided through the connection are prevented. The use of the telephone connection can be restricted e.g. so that the customer can receive phone calls but can only make calls to the emergency number or, where possible, send emergency text messages.

Rights of the customer

The customer has the right to request that the use of the connection be restricted (e.g. by ordering balance limit or blocking services) or that the service be closed in accordance with the company's service selection and/or pricelist. If the customer has conveyed the service to the use of another party, the company can also notify the user of the service directly of the intended restriction or closure.

The company has the right to charge a fee for reopening the connection in accordance with the pricelist.

Liabilities of the company The company must upon request close the connection or prevent the use of the mobile phone if the customer, the user of the connection, the police, insurance company, or another company notifies it that the terminal device, connection card, or the credentials that entitle to the use of the service have been stolen or become lost.

Rights of the company

The company can close the connection or the service, or to restrict their use if

1. the customer has not paid an overdue payment of the said connection within two (2) weeks from the sending of a notice to pay
2. the customer has not paid overdue payments charged for additional or content services within two (2) weeks from a notice to pay; in such a situation, the connection will not be closed but the use of the said services will be prevented or restricted
3. the customer has exceeded the agreed use limit; in such a case, the connection will not be closed but its use can be restricted
4. the customer does not provide the advance payment or security that is required in connection to signing the contract
5. when required by the police or some other authority
6. the customer has been announced bankrupt, or an authority has otherwise announced the customer insolvent, and the customer fails to provide the requested reasonable security
7. the customer has been prosecuted for disturbing telecommunications by means of the connection or
8. the customer has failed to follow other terms and conditions of the contract despite a request to do so. On the above grounds the company has the right to prevent the use of this communication service via the connection upon the request of another company if this other company uses a connection provided by the company for offering its communication services or invoices its services through the company, and the company that requested the block cannot itself prevent the use of its communication service.

The company will not close the connection due to a payment neglect if

1. the overdue communication service fees of the said telephone connection amount to less than 50 euros in total or the overdue payment is linked to the use of additional or content services. In such a case, the company can restrict or prevent the use of additional and content services
2. the customer can prove that the neglect of the payment is due to an illness, unemployment, or other similar reason that is beyond the customer's control and the payment is made within one month of sending a notice to pay, or
3. the customer has submitted a justified written notice regarding the invoice and the undisputed part of the payment has been paid within the set time limit.

The customer must pay the fees charged based on the contract, such as the basic fee and overdue use fees, even when the connection has been closed or the use of the service has been otherwise restricted if the closure or restriction is due to the customer or an obligation of the company.

7 MAINTENANCE AND SERVICING

The company will maintain its communication network and communication services so that the agreed service is available to the customer. The company is responsible for its communication network and the services that it offers. Short disruptions and disturbances that are not considered errors or delays can occur in the service during repair and maintenance work. The company is responsible for ensuring that errors are repaired during working hours. Error notifications can be made by calling the error notification number that can be found e.g. on the website or acquired from the customer service. The customer has no right to make changes or to repair or maintain the service or the connection without a prior consent of the company. The customer is responsible for the indoor cabling network, the telecommunication terminal devices, and other devices that it owns unless otherwise has been agreed.

8 FEES**Pricelist and fees**

The customer must pay to the company the service fees agreed upon by the parties or charged in accordance with the valid pricelist. The customer's responsibility is the same regardless of whether he or she has used the service him- or herself or conveyed it to another person. The company will determine the fees charged for its services, the due dates, invoicing periods, and the payment and delivery methods of the invoices unless otherwise agreed. Payments can be invoiced either in advance or afterwards depending on the agreed invoicing period.

The company can also invoice from the customer fees charged by other companies and service providers for services used through the company's service if this has been agreed upon with the said company or service provider. Such fees will be charged in accordance with the pricelist of the said company or service provider. If the connection can be used to use services that are subject to a separate fee, the customer will be responsible for paying these fees.

The company has the right to charge a fixed basic fee for maintaining the availability of the service; the basic fee is specified in the pricelist or in the contract. The basic fee is charged for each invoicing period. The basic fee must also be paid for a period when the service has been closed for a reason that is attributable to the customer or for a reason that is at the customer's responsibility, or if the closure was due to the obligation of the company to close the service. Services used abroad (e.g. telephone calls, text and multimedia messages, and other data transfer) are charged in accordance with the company's valid guest network pricelist. Additional information can be found on the company's website. The company has the right to make changes to the pricing and to the basis of their calculation as specified in the section on making changes to the terms and conditions of the contract (see section 11).

8.1 Fees charged for changes to, disruption and opening of the service

A fee can be charged in accordance with the pricelist for changing the service or credentials upon the customer's request. The company has the right to charge a fee for reopening the service after an interruption if the said interruption was attributable to the customer or a reason that is at the customer's responsibility, or to the obligation of the company to disrupt the service. A fee can also be charged for the removal of use limits and service blocks. No fee will be charged for removing a restriction of use that is due to exceeding the use limit. A separate fee will be charged for other work tasks that are excluded from the contract. The company has the right to charge service fees also for periods when the service has not been delivered due to a reason that is attributable to the customer.

A fee that is not tied to the use level will be charged to the end of the notice period even if the delivery of the service ends earlier subject to the request of the customer.

8.2 Invoicing

Invoices must be paid on the due date at the latest using the details found on the invoice. Any notices regarding the invoice must be submitted in writing before the due date, and the undisputed part of the invoice must be paid by the due date. The company has the right to charge penalty interest for delayed payments in accordance with the interest act, and a notice to pay fee for notices to pay in accordance with the price list. The company also has the right to charge to the customer reasonable collection expenses resulting from overdue payments. If the customer has not paid overdue invoices regardless of a notice to pay and closure of the service, other payments charged in relation to the service that have a later due date will also fall due with immediate effect. The company can postpone the due date subject to the request of the customer. The company can charge a fee for a payment agreement that has been verified in writing. When the agreed use limit is exceeded or payments accumulate in an exceptional manner during the invoicing period, the company can send to the customer a notice of the accumulated invoice or, if agreed upon with the customer, the company can send to the customer an invoice at an irregular time. The company will send the invoice to the invoicing address specified by the customer. The customer must notify the company immediately of any changes in his or her name or invoicing address. Available payment methods and expenses are specified in the pricelist. When the customer makes a partial payment of services that are invoiced on a combined invoice, the customer must specify how this partial payment will be allocated to different services at the latest before the service is closed. If the customer has not specified the allocation, the company has the right to decide how such partial payment is allocated. The customer and the user of the service have the right to receive a breakdown of the telephone bill and a connection-specific breakdown in accordance with legislation.

9 PROCESSING OF CUSTOMER DATA

9.1 Processing of customer and identification data

The company can process data contained in the customer register for example for the purposes of maintaining the customer relationship, developing the service, and marketing in a manner described in the valid description of the file. Data can be conveyed subject to the conditions laid down in legislation. Descriptions of the file and information security principles can be found on the company's website. The customer has the right to deny the company from using or conveying customer data concerning him- or herself for direct advertising, remote marketing, and other direct marketing purposes, address service, and marketing and opinion surveys. Electronic direct marketing usually requires a prior consent of the customer. The company can process identification and location data e.g. to implement and use the services, for invoicing purposes and technical development, and for marketing purposes in accordance with valid legislation. The data to be processed includes the device type of the mobile phone, other data relating to the terminal device, location data of the connection, and other identification data related to communication and use of the service, such as connection numbers, and the times and duration of connections. Identification and location data will be processed for the duration of the abovementioned measures. The company has the right to record calls made to customer service and other communication such as sales calls. The company uses the recordings e.g. for verifying business transactions, investigating claims, quality monitoring, and training.

9.2 Directory data and directory enquiry service

Unless otherwise has been agreed, the basic details of the customer and the user's telephone connection will be published in a telephone directory, other subscriber directories, and in various directory enquiry services either by the company or a third party. Data can also be conveyed further to a third party. The customer has the right to forbid the publication of data concerning him- or herself in the telephone directory and directory enquiry service either partially or in full. The customer also has the right to forbid the conveyance of his or her details to third parties. The customer can free of charge request that incorrect data concerning him- or herself be corrected and that data concerning him- or herself be deleted. If the error in the information of the directory service or in the printed directory is due to the negligence of the company, the company can decide to either correct the error and distribute information of it in a manner it considers the most appropriate or compensate to the customer reasonable expenses resulting from the correction of the error and related distribution of information. Errors observed in the printed directory will be corrected in the next edition.

9.3 Communicating the telephone number

The customer can prevent the communication of his or her own telephone number or the telephone number to which calls have been transferred either permanently or call-specifically to the recipient. The customer can also prevent the telephone number of incoming calls to be communicated to him or her. A secret number can be communicated to the recipient despite the block in text messages or data transfer -based communication (e.g. WAP and multimedia messages) and in international services.

10 TRANSFERRING THE CONTRACT

The customer has no right to transfer this contract to a third party without a prior written consent of the company. The company has the right to transfer this contract in full or in part within the group or to a third party when the business operations that the contract concerns transfer to this third party. Either the transferring company or the receiving party will notify the customer of the transfer in good time before the transfer is completed. Receivables of the company that are based on the contract can be transferred to a third party. When the customer has been notified of a transfer of receivables, he or she can only make the payments to the transferee.

11 MAKING CHANGES TO THE TERMS AND CONDITIONS OF THE CONTRACT

11.1 Changes to the terms and conditions of the contract, services, and fees

The company has the right to make changes to the terms and conditions of the contract, the features of the service, and the fees, if such a change does not harm the customer. The company has the right to make changes to the terms and conditions of a non-fixed contract concerning the service, the features of the service, and the fees to the detriment of the customer if such a change does not essentially change the contents of the contract and the change is due to:

- reformation or harmonization of contractual, pricing, or customer service arrangements, such as structural or business arrangements
- significant changes in production expenses or structure
- changes caused by third party services, such as ending of or changes to a service contract

- discontinuation of a company's service or a feature of a service
- changes in the interconnection traffic practices
- development or reformation of services or communication networks, such as replacing outdated technology with new technology
- securing or development of the privacy protection or financial security of the customer or customer groups
- technical system reformations
- significant and unexpected changes in the volume or structure of traffic
- significant and permanent changes in the market situation or the demand of the service
- securing the continuity of operations and the service level, such as preparing for exceptional conditions or maintaining, developing, or changing data protection or information security practices.

The company can make changes in the part of the contract that is either directly or indirectly affected by the grounds for the change. Furthermore, the company has the right to make changes to the terms and conditions of a non-fixed service contract, the features of the service, or the fees to the detriment of the customer for some other special reason following an essential change in the conditions. The company has the right to make changes to the terms and conditions of both a non-fixed and fixed service contract, the features of the service, or the fees to the detriment of the customer also when the change is due to a changed legislation or an official decision, such as a change in the tax rate or some other public fee that affects the agreed price. In addition, the company has the right to make minor changes to the terms and conditions of the contract and to the services and the fees that do not affect the key contents of the contract. Such changes include e.g. measures affecting the technology of the services or the visual look of the service. If a change that is due to a reason that is unexpected and beyond the company's control requires changes in the customer's devices or software and the customer wishes to continue to use the service, the customer must implement such changes at his or her own expense.

11.2 Notifying the customer of changes in the contract terms and conditions, the services, and fees, and the consequences

The company will notify the customer of any changes made to the terms and conditions of the communication service contract or to the services or the fees that are to the customer's detriment, and of the grounds for these changes and the customer's right to terminate the service in writing or electronically e.g. in connection to invoicing or by email, no later than one month before the said changes take effect. If the change is based on changed legislation or an official decision, the company has the right to implement the change starting on the day on which the said change or decision took effect. The company will notify the customer case-specifically in an appropriate and effective manner of any changes that are made to the benefit of the customer or that concern something other than the communication services.

The customer has, for one (1) month after he or she was notified of the change and no longer than three (3) months after the change took effect, the right to terminate the contract with immediate effect to the extent that the contract concerns the service that is affected by the change. The new contract terms and conditions will be applied to the service from the moment they take effect unless the customer terminates the contract within one (1) month from the moment he or she was notified of the said change. The customer will not have the right to terminate the contract based on the change if the change is made to the benefit of the customer.

12 ENDING OF THE CONTRACT

12.1 Termination

The contract will be valid for an indefinite period unless otherwise has been agreed. The customer can terminate a non-fixed communication service contract subject to a two (2) week notice period either orally or in writing. The company will send to the customer a written confirmation of the termination. The customer can terminate other contracts that are valid for an indefinite period subject to a one (1) month notice period. A fixed contract cannot be terminated to end during the contract period. However, the customer has the right to terminate a fixed contract to end two (2) weeks from the notice if he or she is experiencing liquidity problems due to an illness, unemployment, or similar reason that is beyond his or her control or if keeping the contract in force would be unreasonable to the customer for some other special reason. The company has the right to get back terminal devices that have been conveyed to the customer in connection to a tied sale. The company has the right to terminate a non-fixed contract in writing subject to a one (1) month notice period unless otherwise is required by mandatory legislation (see section 12.4, discontinuation of the service).

12.2 Cancellation

The customer has the right to cancel the contract due to a delay or error of the company if the breach of the contract is significant. Cancellation of the contract can only cover the service that the delay or error concerns. The company can cancel the contract concerning the telephone connection by notifying the customer of this in advance if

- the telephone connection has been closed for some other reason than following a request of the customer (see section 6) for at least one month and the grounds for the closure are still valid or
- the customer has been convicted for disturbing telecommunication services by means of the telephone connection. The company can cancel a contract concerning some other service than the telephone connection if
- the use of the service has been disrupted for some other reason than following a request of the customer (see section 6) or repairing of the network for at least one month and the grounds for the disruption are still valid
- the customer has been announced insolvent and he or she does not pay the preliminary payment required by the company or place an acceptable security
- the authorities have stated that the customer has on purpose prevented or disturbed telecommunication services or
- the customer has essentially violated the terms and conditions of the contract and has not remedied his or her conduct despite a notice to do so. The customer and the company can cancel a contract concerning some other service than the telephone connection if
- a force majeure situation has prevented the fulfilment of the contract for over three (3) months or
- the service cannot be delivered within a reasonable time because the preconditions for the delivery specified in section 3.2 are missing.

The company must cancel the contract in writing

12.3 Returns after the contract has ended

When the contract ends, the customer must return to the company any devices and other property it has had the right to use in the same condition that it was at the time of conveyance excluding normal tear and wear. If the customer has hired from the company a device, the termination of device service and the ending of related invoicing requires, in addition to what is said in section 12.1, that the device has been returned in accordance with the instructions provided by the company. The company will return to the customer any advance payments the customer has made to the extent that these payments concern time after the contract has ended, and the customer has not acted in breach of the contract.

The company will not return the unused talk-time balance or package-priced advance payments. When the contract ends, the company has the right to cover any unpaid payments the fees that are returned to the customer.

12.4 Discontinuing a service

The company has the right to discontinue a service or a service feature included in a non-fixed or a fixed contract. In such a situation, the customer has the right to terminate the contract with immediate effect if the said discontinuation is to his or her detriment. If the change is material, the company will terminate the contract by notifying the customer of this within a reasonable time in advance, however, at least one month before the change takes effect. The meaning of 'reasonable time' will be determined service-specifically.

13 CONTACT DETAILS AND NOTIFICATIONS

The customer must ensure that the company has up-to-date contact details of the customer and the user, to whom the customer has conveyed the right to use the service. The customer must submit any written notifications related to this contract to the postal or email address specified in the contract or provided later. Notifications sent by the customer by post are considered to have been received by the company on the seventh (7th) day from posting and notifications sent by email on the following weekday.

The company will send all notifications related to the contract to the customer using the address provided by the customer, the invoicing address or the email address specified in the contract, or the mobile phone number.

Notifications sent by the company by post will be considered as having been received by the customer on the seventh (7th) day from posting and notifications sent by email or to the mobile phone number on the day following the sending. The company will notify the customer of any defaults of payment and other breaches of the contract by the service user. The company's contact details can be found in the contract or other document given to the customer.

14 OTHER TERMS AND CONDITIONS

The contents of the contract are determined by the contract and its annexes. If there are discrepancies between the contract documents, they will be applied in the following order:

- the contract and any promotion terms and conditions
- service-specific special terms and conditions
- the pricelist and
- The general terms and conditions of the contract.

Should an individual provision of the contract be found invalid, this does not affect the validity of the remaining provisions. The contract will be governed by Finnish law.

15 DISPUTES

The customer has the right to bring legal action against the company either at the district court of his or her own domicile or at the district court of the company's domicile.

The company must bring legal action against the customer at the district court of the customer's domicile. In addition, the customer has the right to take the dispute arising from the contents of the contract to the Consumer Disputes Board for resolution. The decisions of the Consumer Disputes Board are recommendations.

16 VALIDITY OF THE TERMS AND CONDITIONS

These terms and conditions will take effect on 2 January 2017 and will remain valid until further notice. The terms and conditions can be acquired from the company without costs.