

# DNA general terms and conditions for consumer customers

The Finnish Federation for Communications and Teleinformatics (FiCom) has negotiated these terms and conditions of agreement together with the Consumer Ombudsman and the Finnish Transport and Communications Agency

The Finnish version is the official version. If there are any inconsistencies between the Finnish and English versions, the Finnish version will prevail.

## To the user of the service

Please read the terms and conditions and the operating instructions carefully before signing an agreement. The terms and instructions are available from the telecommunications operator, its customer service and its website. Further information on the service is available from the telecommunications operator.

This cover page provides a brief description of the terms that are the most relevant to the customer and the service user. An agreement is always governed by the actual terms and conditions, and this cover page is not legally binding.

## Entry into force and term of the agreement

To find out when the agreement enters into force and whether it is valid until further notice or for a fixed term, see the agreement (e.g. the contract summary or the order confirmation).

## The customer's responsibility for usage and charges

As the customer, you are responsible for the usage and charges of your subscription or service, even if you have placed it at the disposal of another party, unless otherwise provided in a mandatory law, for example the provisions concerning the liability of users who are minors in the Guardianship Services Act. Your subscription or service can also be used for purchasing other paid services, and you should there-

fore exercise special care in using them and keeping them safe. You should protect the smart card of your subscription or service with a personal identifier (e.g. PIN code, security code, username, password), if this is technically possible. Change the default identifier of your smart card or terminal device, even if you do not use the subscription, service or device. You should also change the identifier immediately, if a third party finds it out. If the smart card or terminal device is lost or stolen, you should immediately contact the telecommunications operator in order to avoid liability for any misuse.

Programs and applications, such as email programs, games, or map, music or news services, can be downloaded to or pre-installed in your terminal device, such as your mobile phone or tablet. Such programs and applications may perform automatic updates or other tasks requiring data transmission in the background, even if you are not actively using the service at that moment. As the customer, you are responsible for the resulting costs, not the telecommunications operator. You can prevent extra costs by disabling updates and background tasks.

## Usage in a country in the EU or EEA and in the border areas between Finland and Russia

When you are temporarily travelling in the EU or EEA countries, you are charged the same price for calls (to mobile and landline telephones), text messages and data services as you would pay in your home coun-

try or a small additional fee that has a regulated maximum amount. The same also applies to receiving calls and text messages. The regulated maximum amount is included in the service-specific terms and conditions.

Be cautious when using communications services while travelling outside the EU and EEA, as call rates and data transmission charges for downloads and multimedia messages are usually higher than in Finland. Before using your device abroad, find out the prices in order to avoid any unpleasant surprises. When you are moving around near the borders between Finland and Russia, you should manually select your own telecommunications operator's communications network, so that you can be sure of the data communications charges applied.

When you are abroad, you may incur significant data transmission charges due to automatic updates and background tasks performed by programs or applications installed in your terminal device, with the exception of the above mentioned regarding the EU and EEA countries. It is you as the customer who is responsible for these charges. You can prevent extra charges by disabling data roaming.

### **Information security**

You are responsible for the sufficient information security of your service usage, devices and software, so please protect your devices and software with an information security service, and keep it up to date. By exercising care you can affect liability and compensation issues. Instructions and guidance are available from the telecommunications operator.

### **Delays and interruptions**

Communications services are complex entities, and delays or temporary interruptions may therefore occur

in the operation or availability of a service, even if there are no defects in it. Delays and interruptions may be due to many different factors, but typically they are caused by the traffic load, condition and maintenance of networks and by terminal devices or their settings. If you experience delays or interruptions in the communications service, please refer to Section 5.4 for instructions on what to do to protect your rights.

### **Changes**

The service and its features or the applicable terms and conditions may change, because the telecommunications operator is entitled to make limited changes to them on the grounds set out in the applicable terms and conditions. If a change is to your detriment, you usually have the right to terminate the agreement effective two weeks after the service of notice of termination.

### **Customer service**

You can contact the customer service of the telecommunications operator through different channels, such as by telephone, via the internet or via an electronic transaction channel. You can find the contact details, for example, in the agreement and on the bill.

### **Returning or destroying material subject to the right of use**

In addition to the agreement documents, the telecommunications operator may provide you with other material. When the right of use expires, the telecommunications operator may ask you to either return or destroy this material.

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## 1 Definitions and scope of application

In this agreement, the following terms have the following meanings:

**Agreement** refers to a service agreement concluded by a customer and a telecommunications operator.

**Customer** refers to a person who concludes or has concluded a service agreement with a telecommunications operator and who purchases the service primarily for other than business purposes.

**User** refers to the person who uses the service. The user is not necessarily the person who concluded the agreement.

**Service** refers to a communications service or other service.

**Communications service** refers to a telephone subscription, internet access service or other service that is included in a telecommunications operator's offering at any given time and that consists either fully or primarily of transmitting messages over a communications network used by the telecommunications operator.

**Other service** refers to a service other than a communications service included in the telecommunications operator's offering at any given time. Other services include, for example, value added, barring, balance limit, voicemail, call forwarding, positioning, storage, information security and helpdesk services, and content services, such as pay TV, news, current affairs or entertainment services.

These general terms and conditions are applied to the communications services and, unless otherwise agreed, other services provided to customers by a telecommunications operator. These general terms and conditions are also applied to communication services and, if specifically agreed, to other services provided to customers by a company in the same Group. Devices can be included in or related to the service.

## 2 Concluding an agreement

### 2.1 Agreement

Before entering into a communications service agreement, the telecommunications operator must give the customer the required prior information on, e.g. the main features of the service, the service price or the grounds for determining the price and as well as information on the telecommunications operator's defect liability. The information must be given in permanent form or, if this is not possible, made available to the customer in a downloadable document.

Before entering into a communications service agreement, the telecommunications operator must also give the customer a contract summary. If it is technically impossible to give the contract summary before entering into the agreement, as for instance in telemarketing, it must be given immediately after entering into the agreement. In this situation, the agreement only takes effect when the customer has received the contract summary and confirmed the agreement.

An agreement on a communications service must be concluded in writing. It may also be concluded electronically, provided that the contents of the agreement cannot be unilaterally amended and that the parties have continuous access to the agreement. An agreement on other services can be of free form.

The agreement or order confirmation on a communications service states when the agreement enters into force. An agreement on other services is considered to be concluded, when the telecommunications operator has approved the customer's order, for example by activating the service or by confirming that it has approved the customer's order.

When concluding an agreement, the telecommunications operator is entitled to verify the customer's credit history. The credit decision can be given by using an automatic system. In such a situation, the customer has the right to require that a natural person processes the matter again. The entry into force of the agreement may require that a deposit or security be provided. In such cases, the telecommunications operator may set a deadline by which the deposit or security must be provided.

### 2.2 Deposit and security

In connection with the conclusion of the agreement, the telecommunications operator is entitled to require a reasonable deposit or security to guarantee the payments under the agreement, if there is a specific reason for it, such as foreseeable insolvency or other comparable circumstances. Such circumstances include a well-founded foreseeable risk of reluctance to pay or insolvency that is typically preceded by a payment default entry, a failed foreclosure attempt, and a situation where the customer has overdue payments to a telecommunications operator, or where the customer's credit history cannot be adequately established or where the customer fails to supply their address.

The telecommunications operator is not obliged to pay any interest on the deposit or security provided. The telecommunications operator is entitled to deduct its overdue receivables together with penalty interest

and collection expenses from the security. The security will be returned, when there are no longer grounds for it. The security or the remaining part of the deposit will be returned within 10 business days from the end of the term of the agreement, provided that the customer has paid all of the charges based on the agreement and given their account number and other details required for returning the security. If the customer has not paid all of the charges or given all the necessary details by the time the term of the agreement ends, the security or the remaining part of the deposit will be returned within 10 business days of the fulfilment of these requirements.

### **2.3 Spending limit**

A telecommunications operator or a customer may set a reasonable spending limit in euros for a communications service in accordance with the telecommunications operator's service offering. The spending limit can be set free of charge. The telecommunications operator must notify the customer and user, for instance, by text message or email before the spending limit is reached and when the spending limit has been used completely and must give instructions on how the customer or user can prevent the use of its subscription from being restricted. When the spending limit is reached, the telecommunications operator will restrict the use of the communications service.

The customer is liable for all costs exceeding the spending limit until the telecommunications operator restricts the use of the communications service. However, the customer may be discharged from the liability pursuant to Section 4.3 (Unlawful use of a communications service). More detailed information on the spending limit is included in the service-specific terms and conditions of the telecommunications operator.

## **3 Delivery of the service**

### **3.1 Delivery time**

The customer and the telecommunications operator agree on the delivery time when concluding the agreement. The telecommunications operator delivers the service by the agreed delivery time at the latest. The customer is obliged to make payments based on the communications service agreement only from the moment when the connection is available and can be used.

### **3.2 The customer's contribution and prerequisites for delivery**

The telecommunications operator is obligated to provide the customer with instructions regarding the prerequisites for delivering the service. The customer is obligated to contribute to the delivery of the ser-

vice and to take care of the purchase and installation of equipment and other matters falling under their responsibility as well as of work related thereto. A prerequisite for delivery is that the customer has taken care of, for example, the following:

- ensuring unrestricted access to the necessary premises;
- availability of a sufficient electrical and internal communications network at the delivery address;
- the condition of the necessary premises and equipment and their compliance with regulations as well as any permits possibly required for the delivery of the service and any related costs.

The service is deemed to have been delivered when the telecommunications operator has, for its own part, taken the actions necessary to enable the service to be taken into use.

### **3.3 Customer's equipment and software**

The customer is responsible for the purchase, installation and introduction of the necessary equipment and software as well as for their information security, protection and updates. The customer is also responsible for the internal communications network of the building and any work related thereto as well as for the purchase of additional security and protection systems for their equipment and software, unless otherwise agreed. The customer is responsible for ensuring that the equipment and software that do not fall under the telecommunications operator's responsibility are compliant with statutes and given requirements, such as the requirements for a CE marking.

### **3.4 Identifiers and changes to them**

The telecommunications operator is entitled to decide on the identifiers to be issued to the customer, such as usernames, addresses, numbers and similar identifiers. The customer is nevertheless entitled to have their telephone number transferred to another telecommunications operator in accordance with the Act on Electronic Communications Services.

The telecommunications operator has the right to change the identifiers given to the customer when so required by law or regulation, or reasons attributable to the communications network, the customer, the delivery of the service, information security or other similar reasons. The telecommunications operator will generally inform the customer of any changes to the identifier no later than two (2) months before the changes take effect, unless the change is made because of an information security concern requiring immediate action.

The telecommunications operator is entitled to transfer the identifiers to a third party, if they have not been used by the customer during the past six (6) months. The customer does not have any rights to the identifiers after the agreement is no longer in force.

## **4 Use of the service**

### **4.1 Service quality and features**

The telecommunications operator defines the fundamental quality and features of the communications service it provides in its service-specific terms and conditions or in another document given to the customer as a part of the agreement, such as the contract summary.

The telecommunications operator assumes no responsibility for material obtained through or by means of the service, the functioning or availability of the material, or the customer's right to use it, unless the material has been provided by the telecommunications operator. The customer's right to withhold payment and the customer's other rights are described in Section 7.1.

### **4.2 The customer's responsibility for the use and protection of the service**

The customer is entitled to use the services provided by the telecommunications operator as described in the agreement and the operating instructions. The use must mainly be consumer use, and the service must not be mainly utilised as part of the customer's own service, product or business. The customer is not entitled to modify, repair or do maintenance on the service or subscription without the telecommunications operator's consent. The customer is not entitled to resell the service or parts of it.

If the customer places the service at the disposal of a third party, the customer will continue to be responsible for the use of the service, for the obligations under the terms and conditions of agreement, and for the settlement of payments, unless otherwise provided in a mandatory law, for example the provisions concerning the liability of users who are minors in the Guardianship Services Act.

The customer must exercise care in keeping the subscription and the service safe and in protecting and using them, as the subscription and services can be used for various operations, such as for purchasing digital content or products. The customer must always ensure that the smart cards (e.g. SIM or conditional access card or electronic SIM (eSIM) and devices associated with the subscription or service are protected with identifiers (e.g. PIN code, security code, username, password), and that these personal

identifiers are kept separate from the smart cards and devices in order to prevent outsiders from gaining access to them. The customer must change the default identifier of the smart card and device, even if the customer does not use the subscription, service or device. The smart card and its identifier or the device and its identifier must not be kept in the same place, e.g. in a wallet, bag or box, and the customer must carefully ensure that they remain safe. If an outsider finds out the identifier, it must be changed immediately. If a smart card or device is lost or stolen, the customer must immediately contact the telecommunications operator's customer service.

The customer must ensure that their use of the service and their devices and software are protected with sufficient information security measures and also that barring, spending limit and balance limit services are used with their communications service, if necessary. Relevant information security measures include purchasing and updating antivirus and firewall software, updating the operating system and other software, and other necessary actions of a similar nature. The customer uses the service at their own risk. However, the telecommunications operator provides basic information and guidance on information security in relation to its service.

The service is to be used in such a manner that it does not cause detriment or disturbance to the communications network or service, the operation of the public communications network, other users of the communications network or third parties. The customer must immediately disconnect from the communications network any devices or software disturbing the operation of the network or service. If the customer intentionally or despite the telecommunications operator's specific request uses defective or disturbance-generating devices or software, the customer is liable for the damage incurred by the telecommunications operator or a third party, and for the costs resulting from troubleshooting. In the event of disturbances or detrimental effects, the telecommunications operator has the right to disconnect the devices or software from the network without consulting the customer. The telecommunications operator may restrict internet traffic if necessary to comply with the law or a decision from a court or a public authority; to maintain the information security of the network and terminal devices; or to prevent network congestion or to mitigate the congestion if it is exceptional or temporary.

The customer is responsible for ensuring that the material ordered, obtained or submitted by them or their service usage does not cause any disturbance to the network, service or to other users, compromise

information security or availability, infringe the rights of the telecommunications operator or of others, or violate good practice or laws or regulations. The telecommunications operator has the right to prevent the use of the service or close the customer's service, if the telecommunications operator, the authorities or a third party shows that the customer has obtained, delivered or conveyed detrimental material, as described above, by means of or through the service, or if such material has otherwise been made available through the service, or if the service has been used contrary to these terms and conditions despite the telecommunications operator's specific request. The telecommunications operator is also entitled to take other necessary actions and claim compensation from the customer for any damage caused by a breach of the agreement. The telecommunications operator will inform the customer of such actions in an appropriate manner.

Programs and applications, such as email programs, games or map, music or news services, can be downloaded to or be pre-installed in the terminal device, such as a mobile phone or tablet. Such programs and applications may perform automatic updates or other tasks requiring data transmission in the background, even if the customer is not actively using the service at the time. The customer is responsible for the resulting costs. The customer can prevent extra costs by disabling updates and background tasks. Usually such updates and background tasks and any resulting costs can be disabled in the settings menu, but for more detailed information, the customer should consult the instruction manual for the terminal device. In addition, the customer should read the instructions and the terms and conditions for the software and applications.

#### **4.3 Unlawful use of a communications service**

Unlawful use of a communications service refers to a situation where a third person uses the customer's communications service, or another service by means of it, without the customer's consent. The customer is responsible for such unlawful use only if it is due to the customer's more than slight negligence. The customer is not responsible for such unlawful use of a communications service after the telecommunications operator has received the customer's notification of a lost device or of unlawful use. To avoid being held responsible for charges resulting from unlawful use, the customer must submit such a notification immediately by calling the number specifically provided for this purpose by the telecommunications operator or through another channel specifically provided by the telecommunications operator for this purpose. The telecommunications operator is obligated to close the

communications service or prevent the use of the terminal device immediately after its receipt of such a notification.

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

If a terminal device has been used for a payment transaction within the meaning of the Payment Services Act, the customer's responsibility for unlawful use is subject to the provisions of the Payment Services Act.

#### **4.4 Key factors affecting the operation of the service**

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

The telecommunications operator has the right to decide on the regional coverage and properties of its network. The regional coverage of the network may partly depend on the traffic load of networks, and coverage is not always static. The telecommunications operator can optimise parts and functions of the network in order to secure network traffic, or the operation, information security or availability of the services. The telecommunications operator is entitled to modify data communications when necessary to avoid the overloading of a network connection. This may affect the quality of the services provided. Furthermore, the telecommunications operator has the right to manage the traffic in its communications networks, to temporarily interrupt the use of a service or to close a subscription, and to take any other necessary actions if they are needed to secure network traffic, or the operation, information security or availability of the services. Permanent modification actions affecting the use of the service are dealt with in the service-specific terms and conditions.

Provisions on emergency calls made using a telephone subscription in a public communications network, on the positioning of a caller and on emergency text messages are laid down in the law and in regulations issued by the Finnish Transport and Communications Agency. A telecommunications operator operating in the telephone network contributes to the positioning of the caller and ensures that the caller can call or send text messages to the general emergency number 112 free of charge. It is not possible to send a text message if the mobile phone has no SIM card. Emergency text messages are not as reliable or fast as emergency calls. Information on contacting the emergency number and on positioning the caller by means of other services than those of a telephone subscription (e.g. VoIP services) is provided in service-specific special terms and conditions.

During the term of a communications service agreement, a telecommunications operator is entitled to bar the use of another telecommunications operator's subscription on a terminal device included in tie-in sales.

#### **4.5 Information security in a communications network**

The telecommunications operator is responsible for the information security of its communications network and for the information security services it provides. The telecommunications operator assumes no responsibility for any disturbances in the public internet, or for any other factors beyond its control that may hamper the use of the service.

The telecommunications operator may take action to ensure information security if such actions are necessary, for instance, to prevent disturbances that cause disruption of the information security of the communications networks or services. These actions are provided for more in detail in the act. Such actions include blocking the transmission and reception of messages or removing security-compromising malware from messages. The telecommunications operator takes actions that are proportionate to the seriousness of the problem to be prevented, and it stops them as soon as there are no longer grounds for them. The telecommunications operator provides information on information security threats, the ways of protecting oneself against them, and on the actions taken and their impacts on its website or in some other appropriate manner.

#### **4.6 Use of the service in the EU and EEA countries, other countries and in the border areas between Finland and Russia**

When the customer is temporarily travelling in the EU or EEA countries, the customer is charged the same price for calls (to mobile and landline telephones), text messages and data services as they would pay in Finland or a small additional fee that has a regulated maximum amount. The same also applies to receiving calls and text messages.

In the border areas between Finland and Russia, within the Finnish territory, a terminal device using automatic network selection selects the communications network with the strongest reception. The customer should select their own telecommunications operator's network manually in their terminal device settings in order to avoid the call or data connection being inadvertently switched to a foreign network and to avoid roaming pricing, which is higher than domestic pricing. The telecommunications operator is obligated to provide instructions on the use of the subscription in border areas. A customer ignoring the telecommunications operator's instructions is responsible for any charges resulting from the use of a foreign network in border areas.

The costs of using communications services and other services, and the data transmission costs resulting from automatic updates and background tasks performed by programs or applications are usually higher in countries other than the EU and EEA countries. The customer is responsible for the charges resulting from these services and from background tasks. The customer can avoid these charges for example by disabling data roaming (see also Section 4.2 regarding background tasks performed by programs and applications).

The telecommunications operator is not responsible for the functioning of any service use restrictions abroad or for any service use restrictions that are beyond its control. Further information is available from the telecommunications operator's website or customer service.

#### **4.7 Intellectual property rights**

The intellectual property rights associated with the telecommunications operator's services and products belong to the telecommunications operator or to a third party. The telecommunications operator grants the customer, for the term of the agreement, a limited right of use to the service specified in the agreement and to the machine-readable code for and documentation of the software provided under the agreement. The service and any equipment, software, documents

and other materials supplied to the customer with a right of use, in connection with the service, must be used in compliance with the instructions provided by the telecommunications operator or a third party, such as the owner of the software, and only for the agreed purpose.

When the right of use expires, the telecommunications operator may ask the customer to either return or destroy the manuals, other documentation or software included in such other material.

#### **4.8 Fault reports**

Fault reports can be made to the telecommunications operator through its customer service or through a specific fault report number, which is available, for example, on the website and from the customer service. The telecommunications operator attends to fault repair during its normal working hours.

### **5 Delay or defect in the service and consequences**

#### **5.1 Delay in a communications service and the customer's right to a standard compensation and damages**

The delivery of a communications service is deemed delayed, if the service has not been delivered at the agreed time for reasons that are not attributable to the customer, or due to a circumstance for which the customer is responsible.

The customer is obligated to make the payments based on the communications service agreement starting only from the moment when the connection can be used. After the connection of the service, the customer is entitled to withhold payment to the extent necessary as collateral for the standard compensation and compensation for damage based on the delay.

If the delivery of a communications service is delayed, the customer has, pursuant to the Act on Electronic Communications Services, the right to a standard compensation, which is at least EUR 20 from the beginning of each week that the delivery is delayed, but no more than EUR 160. The right to a standard compensation does not, however, apply, if the telecommunications operator or its contracting party shows that the delay is due to an obstacle which is beyond its control and which it could not reasonably have been expected to take into account when entering into the agreement and the consequences of which it could not reasonably have avoided or overcome. Such obstacles include force majeure or a delay caused by the customer's act or omission, or a fault in the customer's terminal device or internal communications network.

The customer is entitled to receive compensation for damage caused by a delay only insofar as the damage exceeds the amount of the standard compensation.

#### **5.2 Defect in a communications service, remedying the defect, price reduction, and standard compensation**

##### **Defect**

A communications service is defective, if its quality or mode of delivery does not correspond to what has been agreed. In the event of a defect, the customer primarily has the right to demand that the defect be remedied, and secondarily that they receive a price reduction. In the case a service interruption, the customer has the right to demand a standard compensation. In addition to these, the customer has the right to demand damages.

##### **Circumstances not constituting a defect**

The following circumstances, for example, do not constitute a defect:

- such faults in the communications service that are caused by an act or omission of the customer or another person using the communications service, or by a circumstance falling within the responsibility of the customer or another person using the service;
- such faults in the communications service that are caused by the faulty functioning of the terminal device or internal communications network;
- an interruption that is not continuous or recurrent and that can be regarded as insignificant considering its cause and circumstances (e.g. occasional temporary service breaks); or
- temporary interruptions caused by network construction and maintenance work (see Section 5.6).

The uninterrupted functioning of communications services cannot be guaranteed, as occasional temporary interruptions and disturbances are inherent in such services. A communications service is not defective if, despite such interruptions, it functions in the same manner as similar communications services in general. There may be shadow areas and local or temporary interruptions or deceleration in the functioning of communications services; these may be due to, for example, radio technology, data transmission, the characteristics of communications networks, their traffic load or malicious traffic. The transmission of messages and the filtering or restriction of data communications may temporarily fail.

The services and the related software may have minor technical faults that do not substantially affect their

use. The internet can also cause faults in the operation of services and devices. The telecommunications operator cannot guarantee that all features of the customer's terminal device can be used in the telecommunications operator's communications network.

### **Remedying a defect**

The customer is primarily entitled to demand that the telecommunications operator remedy the defect or re-perform the service. The telecommunications operator is not, however, obligated to remedy the defect if, as a result, it would incur unreasonable costs or experience unreasonable inconvenience. Considerations to be taken into account when assessing what is unreasonable include the significance of the defect, the value of the contractual performance, and whether the defect can be remedied in another manner without causing unreasonable inconvenience to the customer.

The telecommunications operator is entitled to remedy a defect at its own expense. The customer may refuse to allow the defect to be remedied if this would cause them substantial inconvenience. The customer may also refuse to allow the defect to be remedied if there is a risk that the costs incurred by the customer would not be compensated, or if there is some other exceptional reason.

### **Price reduction and standard compensation**

If the defect cannot be remedied or if the service cannot be re-performed, or if this is not done within a reasonable time after the customer has notified the telecommunications operator of the defect, the customer has the right to a price reduction proportionate to the defect. If the communications service has been interrupted because of the defect, the customer has, pursuant to the Act on Electronic Communications Services, the right to a standard compensation, which is at least EUR 20 from the beginning of each week that the service is interrupted, but no more than EUR 160. If a standard compensation is paid to the customer, the customer has no right to a price reduction based on the same interruption. The right to a standard compensation does not, however, apply, if the telecommunications operator shows that the interruption is due to an obstacle which is beyond its control and which it could not reasonably have been expected to take into account when entering into the agreement and the consequences of which it could not reasonably have avoided or overcome. Such an obstacle can be, for example, a cable fault caused by a third party or storm damage. In such a case, the customer is nevertheless entitled to a price reduction proportionate to the interruption.

### **5.3 Damages and actions to limit damage**

The telecommunications operator will compensate the customer for any direct damage caused by a delay or defect in the service. The telecommunications operator is liable for consequential damage, such as material loss of the benefit of use or loss of income, only if the damage is caused by the telecommunications operator's negligence in fulfilling the agreement. The customer must provide evidence of the damage caused. The telecommunications operator is not liable for consequential damage incurred by the customer in connection with actions not taken in private use, or for damage caused by actions taken by the customer or another person using the service. No compensation is due solely for the trouble caused by the incident, such as the use of one's own time.

The customer must take such action that can be reasonably expected of them to prevent or limit damage that has occurred or that is threatening to occur. If the customer fails to take reasonable action to prevent or limit the damage, they will bear that portion of the damage that has been caused by actions falling under their responsibility.

The telecommunications operator is not responsible for the actions of other telecommunications operators or service providers or for damage caused by them, unless such a party is the telecommunications operator's subcontractor or unless the telecommunications operator has otherwise assumed liability, for example, on behalf of its contracting parties. The customer's right to withhold payment and the customer's other rights are described in Section 7.1.

### **5.4 Notification of a delay or defect**

In order to claim a defect, the customer must notify the telecommunications operator of the defect within a reasonable time after the customer has or should have noticed the defect. A delay must be claimed within a reasonable time after the delivery of the service.

The customer may also claim a delay or defect later, if the telecommunications operator has acted in gross negligence, dishonourably or in contempt, or if the communications service does not conform to the requirements of law or the Finnish Transport and Communications Agency's regulations.

### **5.5 Force majeure**

The telecommunications operator is freed from its contractual obligations and liability for damages insofar as its fulfilment of the agreement is prevented or delayed by a force majeure. Force majeure refers to circumstances that the telecommunications oper-

ator could not have foreseen when concluding the agreement, and that are beyond its control. Such circumstances include, for example, communications network repair and construction due to exceptional weather conditions, a national state of emergency, industrial action, fire, natural disaster, interruption in the supply of energy, interruption in payment traffic, a legal provision or a regulation or decision issued by the authorities, excavation or equipment damage or similar damage caused by an external party, and a contracting party's delivery defects resulting from any of the above. If the fulfilment of the agreement is prevented or delayed because of a force majeure, the time allowed for fulfilling the relevant obligations is extended by as much as can be deemed reasonable considering the circumstances. In such a case, the customer may, however, have the right to a price reduction proportionate to the interruption (see Section 5.2).

In the event of a force majeure, such as a national state of emergency, fire, natural disaster, interruption in payments traffic, and a regulation or decision issued by the authorities, the customer is freed of their contractual obligations insofar as the fulfilment of the agreement is prevented or delayed by the force majeure.

#### **5.6 Network construction and maintenance work**

The telecommunications operator may temporarily interrupt the provision of services or restrict their use without the customer's consent, if such actions are necessary due to network construction or maintenance work, or for reasons of information security. Such actions include communications network build-out, maintenance of base stations, and maintenance of service operator systems. The telecommunications operator will time and carry out the service break so that any inconvenience to its customers is minimised, and it will inform its customers of the break efficiently in advance. Such a break is not considered a defect in the delivery of the communications service, if it lasts no more than 24 hours per calendar month.

### **6 Restricting the use or closing of services**

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

The customer is entitled to request that the use of a subscription be restricted (e.g. by ordering balance

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

The telecommunications operator is obligated to close the communications service or prevent its use on request, if the customer, the user, the police, an insurance company or another telecommunications operator reports that the terminal device, SIM card or service access code has been lost or stolen, that it has been unlawfully used, or that it is unlawfully in the possession of another person.

The telecommunications operator may close a subscription or service or restrict their use, if

1. the customer has failed to pay an overdue charge for the subscription within two (2) weeks from the date a payment reminder was sent;
2. the customer has failed to pay overdue charges for other services within two (2) weeks from the date a payment reminder was sent; in such a case, the subscription will not be closed, but the use of these other services will be barred or restricted;
3. the customer has exceeded the spending limit set; in such a case, the subscription will not be closed, but its use may be restricted;
4. it is necessary in order to prevent misuse or damage; in such a case, the subscription will not be closed, but the use of other services will be barred or restricted;
5. the customer fails to provide the deposit or security agreed on when the agreement was concluded;
6. such an action is requested by a court of law, the police or another competent authority;
7. the customer has been declared bankrupt, or the authorities have found the customer to be otherwise insolvent, and the customer fails to provide a reasonable security as required;
8. the customer has been charged with causing disturbance to telecommunications by using the subscription; or
9. the customer fails to comply with other terms and conditions of the agreement than those related to payments despite a request to do so.

On the above grounds, a telecommunications operator has the right, at the request of another telecommunications operator, to prevent the use of the latter operator's communications service, if the latter operator uses the first operator's subscription for providing its services, or if it invoices its services through the first operator, and if the operator requesting the barring cannot itself prevent the use of its communications service.

A telecommunications operator also has the right not to connect calls or to otherwise bar the use of a communications service or other service, if its purpose is evidently to seek unlawful financial benefit, and if it causes costs to the customer.

A telecommunications operator also has the right to limit the customer's service in order to fulfil quality requirements, ensure information security and to remedy a disturbance as provided in the Act on Electronic Communications Services or in some other comparable regulated way.

A telecommunications operator will not close or restrict the use of a communications service because of a payment default, if

1. the overdue communications service charges for the subscription total less than EUR 50, or the overdue payment is related to the use of other services; in such a case, the telecommunications operator may restrict or bar the use of the other service;
2. the customer proves that their failure to pay is due to illness, unemployment or another comparable reason beyond the customer's control, and the overdue payment is paid within one (1) month from the date a payment reminder was sent; or
3. the customer has submitted a justified complaint about the bill, and the undisputed part of the bill has been paid by the due date.

## **7 Charges**

### **7.1 Price-list and charges to be collected**

The customer is obligated to pay the telecommunications operator the charges that have been agreed for the service or that are indicated in the price-list valid at any given time. The customer is obligated to pay the charges regardless of whether they have used the service themselves or placed it at the disposal of another user, unless otherwise provided in a mandatory law, for example the provisions concerning the liability of users who are minors in the Guardianship Services Act.

Unless otherwise provided, the telecommunications operator decides on the charges for its services, on the due dates, on the billing periods, and on the methods of paying and sending the bills.

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

Pursuant to the Act on Electronic Communications Services, a customer who is entitled to withhold payment or to receive a refund, damages or other monetary compensation from a business undertaking due to the latter's breach of agreement has the same right in relation to the telecommunications operator that has charged the customer for the commodity. However, the telecommunications operator is not obligated to pay the customer more than what it has received from the customer in payments.

The telecommunications operator is entitled to invoice a fixed basic charge as specified in the price-list or in the agreement for keeping the service available for use. If the service has been closed or the use of the service has otherwise been restricted for a reason attributable to the customer, or because of an obligation of the telecommunications operator, the customer must pay the charges based on the agreement, such as the basic charges and any usage charges that are due, even though the subscription has been closed, the use of the service has otherwise been restricted, or the service has not been provided for a reason attributable to the customer.

The telecommunications operator has the right to change the charges and the basis for their calculation in accordance with the same principles that are applied to amending the terms and conditions of agreement.

### **7.2 Charges for changes and for interrupting and re-opening the service**

A charge specified in the price-list may be invoiced for changing the service or identifier at the customer's request. The telecommunications operator has the right to collect a charge for re-opening a service after an interruption, if the interruption has been caused by the customer, or if it is attributable to the customer or to the telecommunications operator's obligation to

interrupt the service. A charge may also be collected for lifting a possible usage restriction or service barring. A separate charge may be invoiced for other work outside the scope of the agreement.

The telecommunications operator has the right to invoice a charge independent of the volume of use until the end of the period of notice, even if the provision of the service ends earlier at the customer's request.

### **7.3 Billing**

A telecommunications operator sends its bills to the billing address given by the customer. The bill or its undisputed part must be paid by the due date using the details given on the bill. The telecommunications operator is entitled to charge overdue interest for late payments in accordance with the Interest Act, and a reminder charge for payment reminders in accordance with the price-list. In addition, the telecommunications operator has the right to charge reasonable collection costs incurred.

If the customer fails to pay its overdue bills despite having received a payment reminder and even though the service has been closed, the telecommunications operator has the right to have other receivables to be charged for the service performed or the commodity provided but not yet due to also fall due with immediate effect. If the telecommunications operator exercises its right under Section 11.2 to cancel the agreement for a reason attributable to the customer, the telecommunications operator has the right to collect a reasonable compensation from the customer for the damage or costs caused to the telecommunications operator by the premature termination of a fixed-term agreement, and a refund for the discounts and other benefits granted to the customer based on the fixed-term agreement. The amount of the compensation and refund must not exceed the charges for the remaining term of the agreement. The telecommunications operator may allow more time for payment at the customer's request. The telecommunications operator may collect a charge for a payment agreement made in writing.

When the customer makes only a partial payment for services invoiced on a combined bill, the customer must indicate, at the latest before the service is closed, how the partial payment is to be allocated to the different services. If the customer fails to indicate how the payment should be allocated, the telecommunications operator is entitled to decide on the allocation of the partial payment of its receivables.

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

## **8 Processing of customer information**

### **8.1 Processing of personal, traffic and location data**

Provided that the requirements set out by law are met, the telecommunications operator may process personal data for various reasons, such as customer relationship management, service development and marketing. The information may be disclosed to other parties if the requirements set out by law are met.

The customer has the right to object to the processing of their personal data for direct marketing purposes, for an address directory service, or for marketing surveys and opinion polls and for other purposes of processing in accordance with the telecommunications operator's legitimate interests. Electronic direct marketing usually requires the customer's prior consent.

Provided that the requirements set out by law are met, the telecommunications operator may process traffic data, for example, for the transmission of communications, for the implementation of agreed upon services, for billing and technical development of the communications service, for statistical analyses and to market the telecommunications operator's own services based on consent.. The traffic data processed includes, for example, the data associated with the use of the communications service, such as subscription numbers, and the times and durations of the connections.

Location data can be processed to provide and utilize the service with the consent of the person the data to whom the data relates.

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

For detailed information about the processing of personal, traffic and location data, the duration of processing and the right of access to the data and about the principles concerning processing, please see the telecommunications operator's privacy statement or other similar document, which is usually available on the telecommunications operator's website.

## 8.2 Contact information services

Unless otherwise agreed, the customer's and the user's basic telephone subscription details are published, either by the telecommunications operator or by a third party, in contact information services, such as directory enquiries services and telephone directory services. The details may also be disclosed to a third party. The customer has the right to forbid the publication of all or part of their personal details in a contact information service. The customer also has the right to forbid the disclosure of their details to a third party. The customer may request that their incorrect details be corrected or that their details be removed free of charge.

If an error in the contact details is attributable to the telecommunications operator's negligence, the telecommunications operator, at its discretion, either sees to it that the error is corrected and that the correction is communicated in the manner it deems appropriate, or alternatively compensates the customer for reasonable costs incurred to them as a result of correcting the error and communicating it. Any errors in a printed directory are corrected in the next edition.

## 8.3 Conveyance of the telephone number

The customer and user may block both their own number and the number to which they have diverted calls from being seen by the recipient of the call, either on a call-by-call basis or permanently. The customer and user may also block the number of an incoming call from being shown to them. In spite of such a block, an unlisted number may be conveyed to the recipient in text messages, multimedia messages and other transmissions based on data transfer, and in international traffic.

## 9 Assignment of the agreement and receivables

The customer is not entitled to assign the agreement to a third party without the telecommunications operator's prior written consent.

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

The telecommunications operator's receivables based on the agreement may be transferred to a third party. After having been informed of the transfer, the customer can make payments only to the transferee.

## 10 Amendments to and termination of the service

### 10.1 Amendments to the terms and conditions of the agreement, services and charges

The telecommunications operator has the right to amend the terms and conditions of the agreement, the features of the service and the charges, provided that the amendment is not to the customer's detriment.

The telecommunications operator has the right to amend the terms and conditions, service features and charges of a service agreement valid until further notice to the customer's detriment, provided that, as a whole, the content of the agreement does not substantially change, if such an amendment is due to:

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

The telecommunications operator has the right to amend the section of the agreement that is directly or indirectly affected by the grounds for the amendment.

The telecommunications operator also has the right to amend the terms and conditions, service features or charges of a service agreement valid either until further notice or for a fixed term to the customer's detri-

ment when the underlying reason for the amendment is a change in legislation or a decision by the authorities, such as a change in taxes or other public levies affecting the agreed price.

The telecommunications operator also has the right to make minor amendments to the terms and conditions of the agreement, the services and the charges, provided that the amendments do not affect the fundamental content of the agreement. Such amendments include, for example, measures affecting the technology or visual appearance of a service.

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

Regarding the customer's right to terminate the agreement, see Section 12.

## 10.2 Termination of a service or a service feature

The telecommunications operator has the right to discontinue the provision of a service or a service feature under a fixed-term agreement, if the reason for the discontinuation is a force majeure or a justified cause that the telecommunications operator could not reasonably have taken into account when the agreement was concluded, and if continued provision of the service or feature would cause unreasonable costs or unreasonable inconvenience to the telecommunications operator. In such a case, the customer has the right to terminate the agreement with immediate effect pursuant to Section 12, if the discontinuation is to the customer's detriment.

## 11 Termination of the agreement

### 11.1 Notice of termination

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

The customer may terminate other service agreements valid until further notice by giving one (1) month's notice, unless otherwise agreed.

A fixed-term agreement cannot be terminated during the term of the agreement. However, the customer has the right to terminate a fixed-term agreement by giv-

ing two (2) weeks' notice, if they are facing financial difficulties due to illness, unemployment or a similar reason beyond their control, or if keeping the agreement in force would be unreasonable to them for another particular reason.

A telecommunications operator is entitled to terminate an agreement valid until further notice by giving one (1) month's written notice, unless otherwise laid down in mandatory legislation.

### 11.2 Cancelling an agreement

The customer is entitled to cancel an agreement due to a delay or defect on the part of the telecommunications operator, if the breach of agreement is substantial.

The telecommunications operator has the right to cancel a communications service agreement by giving advance notice, if

- the subscription has been closed for at least one month due to another reason than the customer's request, and the grounds for the closure still apply.

The telecommunications operator has the right to cancel agreements on other services, if

- the use of the service has been interrupted for at least one month due to another reason than the customer's request or network repair, and the grounds for the interruption still apply;
- the customer has been declared insolvent and fails to make the deposit required by the telecommunications operator or provide an acceptable security;
- the authorities have found that the customer has intentionally hampered or disrupted telecommunications; or
- the customer is in material breach of a clause of the agreement and has not remedied its breach despite being requested to do so.

The customer and the telecommunications operator are entitled to cancel an agreement on a service other than a communications service, if

- the contractual performance has been prevented by a force majeure for more than three (3) months; or
- the service cannot be delivered within a reasonable time, because a prerequisite for delivery referred to in Section 3.2 is lacking.

However, the customer is not entitled to cancel a fixed-term agreement if the terms and conditions of the agreement are amended based on legislative changes or an authority decision.

The telecommunications operator must cancel a communications service agreement in writing. The customer may cancel a communications service agreement orally or in writing.

### **11.3 Returning items upon termination of the agreement**

Devices can be included in or related to the service. Upon termination of the agreement, the customer must return to the telecommunications operator all devices owned by the telecommunications operator and any other property falling under the right of use. These must be in the same condition as they were received, allowing for normal wear and tear. If the customer has leased a device from the telecommunications operator, terminating the device service and ending the related billing require, in addition to the stipulations of Section 11.1, that the device has been returned in accordance with the telecommunications operator's instructions.

If the customer wants to keep the terminal device included in the agreement upon the termination of the agreement, the telecommunications operator will charge compensation for the terminal device that corresponds to the fair value of the device or the charge to be collected for the remaining term of the agreement.

The customer has the right to be refunded the payments made by the customer in advance, insofar as they relate to the time following the termination of the agreement, and provided that the customer is not in breach of agreement. The telecommunications operator will not refund any unused talk time benefit or a similar benefit. Upon termination of the agreement, the telecommunications operator is entitled to offset its receivables against any payments to be refunded to the customer.

If the customer has paid for the services in advance and changes the service provider of the internet connection or a communications service that is based on numbers, such as a prepaid subscription, the assigning telecommunications operator must upon the customer's request return the prepaid balance that has not been used. The telecommunications operator is entitled to charge a fee for the return that can be no more than the actual costs for the return.

## **12 Notifications related to the customer relationship and the customer's right to terminate the agreement in the event of changes**

The customer must ensure that the telecommunications operator has up-to-date contact details for the customer and the user at whose disposal the customer has placed the service. The telecommunications operator sends any notifications related to the agreement to the customer in writing or electronically to the address given by the customer, to the billing address or email address or, if so agreed, to a mobile phone number or a private electronic user account. Notifications sent by the telecommunications operator by post are deemed to have been received on the seventh day after sending, and notifications sent to an email address, a mobile phone number or an electronic user account on the day after they were sent.

The telecommunications operator informs the customer of any payment defaults and other breaches of agreement by the user.

The telecommunications operator informs the customer, at least one month in advance, of any amendments to be made to the customer's detriment to the terms and conditions, services or charges of a communications service agreement, of the grounds for the amendment and of the customer's right to terminate the service by giving written notice. The notification may also be made electronically, provided that the contents of the notification cannot be changed unilaterally and that the parties will have continued access to the notification. However, a notification must not be made only to a mobile phone number. If the amendment is based on a change in legislation or on a decision by the authorities, the telecommunications operator is entitled to implement the change starting from the date the change in legislation or the decision by the authorities takes effect. Any other changes are communicated by the telecommunications operator in an appropriate and efficient manner on a case-by-case basis.

The customer has the right to terminate the agreement within one (1) month of having received information on the change but no later than three (3) months from the notice sent by the telecommunications operator concerning the change in the terms and conditions of the agreement on a communications service. The new terms and conditions will be applied to the service from their entry into force, if the customer does not terminate the agreement as specified above.

The customer does not have the above right to terminate the agreement if the change is to the customer's advantage or due to a change in legislation. Pursuant to Section 11.1, the customer is nevertheless entitled to terminate a communications service agreement valid until further notice by giving two (2) weeks' notice and other service agreements by giving one (1) month's notice.

### **13 Other terms and conditions**

An agreement usually also includes documents that include other terms and conditions than the general terms and conditions of agreement, such a contract summary and the service-specific terms and conditions that are given in connection with the communications service. These other agreement documents take priority over the general terms and conditions. The invalidity of an individual clause of the agreement does usually not render any other clauses invalid.

The agreement is governed by Finnish law.

### **14 Disputes**

The customer has the right to take legal action against the telecommunications operator before the district court in Finland within the judicial district of which the customer has their domicile or permanent place of

residence, or within the judicial district of which the telecommunications operator has its registered office or where its administration is primarily conducted. In any other cases, the place of jurisdiction is regulated by the Code of Judicial Procedure. If there is no other competent court of law in the matter, any disputes related to the agreement are heard before the District Court of Helsinki.

The customer also has the right to submit a dispute related to the agreement to the Consumer Disputes Board, the decisions of which are recommendations in nature. Before submitting a matter for processing by the Consumer Disputes Board, the consumer must contact the consumer rights advisors at a Local Register Office (<https://www.kkv.fi/kuluttajaneuvonta>).

### **15 Validity of the terms and conditions**

These terms and conditions are valid from February 1, 2021 until further notice. These terms and conditions replace the general terms and conditions for consumers that entered into force on 1 July 2015. As from their entry into force, these terms and conditions are also applied to agreements concluded before their entry into force. The terms and conditions are available from the telecommunications operator free of charge.

