

## **Service description and special terms and conditions of the Elisa Viihde Premium service, 01/07/2019**

The service description and special terms and conditions of the Elisa Viihde Premium service apply to the Elisa Viihde service, which always includes the Elisa Viihde digital receiver, while an Elisa broadband connection is an optional feature. With regard to paid content, separate agreement terms apply.

### **Service description of the Elisa Viihde Premium service**

Elisa Viihde is a modern entertainment service that lets you enjoy TV programmes and other entertainment any time you want.

The service includes the following:

- A digital receiver for watching TV programmes and using services
- 5,000 hours of network storage space for recording TV programmes, allowing you to record programmes from many different TV channels and watch them in Finland.\*
- A changing range of additional channels\*\*
- TV, web-based and mobile user interfaces for using the service
- Film rental\*\*\*
- An option to watch pay-TV channels\*\*\*
- An option to watch programme libraries\*\*\*

The Elisa Viihde Premium service requires a sufficiently fast internet connection. To view an HD-quality image, a speed of 6 Mbps is enough. To view 4K content (Netflix, YouTube, Elisa Viihde Sport programmes), you need an even faster internet connection. Elisa Viihde Premium can also include a broadband subscription if agreed. The broadband subscription requires a router or modem.

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Service features vary by user interface, and not all features are available in all user interfaces. Some services may be subject to an extra charge, depending on the user interface.

Elisa Viihde Premium gives you around 5,000 hours of storage space for TV programmes. You can record programmes simultaneously from many freely available channels. You can also record programmes using the smartphone or tablet app. For copyright reasons, not all channels included in Elisa Viihde allow users to record TV programmes. There may be certain restrictions on recording channels or their specific programme content due to a decision issued by the rights holder, legislation or another reason independent of Elisa. Starting from 2017, older recordings (content recorded more than two years previously) are erased automatically from the directory of recorded programmes, in accordance with permissions provided by copyright holders. Advertisements defined by commercial broadcasting companies that cannot be skipped may be shown at the beginning of programmes recorded from commercial channels.

Elisa collects data about the use and functionality of the service. Elisa develops its services on the basis of customers and uses this data to prevent, detect and fix faults, develop the service, carry out customer communication and marketing activities, and recommend content. Elisa does not disclose any data about individual users of the service to third parties. When using third-party services through the Elisa Viihde user interface, the purposes of use indicated by each specific service provider also apply to the collection of data about the use of the service.

*\* The channels that can be recorded and the storage period for recorded programmes are subject to copyright restrictions.*

*\*\* The number and availability of channels may vary.*

*\*\*\* A service subject to an extra charge; the availability of services varies according to the user interface.*

## **Special terms and conditions of the Elisa Viihde Premium service**

### **1. General**

The Elisa Viihde Premium service (hereinafter “the Service”) can only be used for private purposes. These cover personal use and use by people living in the same household.

In addition to these terms and conditions, Elisa’s general agreement terms and conditions for consumer customers apply. If there is a conflict between the content of agreement documents, the order of precedence is as follows:

- the agreement and any campaign terms
- service-specific terms and conditions
- price list
- Elisa’s general agreement terms and conditions for consumer customers

The provisions of section 5 of the general agreement terms and conditions for consumer customers regarding subscription interruptions do not apply to the Service unless the interruption concerns any broadband subscription included in the Service.

### **2. Entry into force of the agreement**

The agreement between Elisa Corporation and the customer enters into force after Elisa or its authorised representative has accepted the customer’s order, or the customer has received an order confirmation. If the customer orders the Service using Elisa’s online service or another remote sales channel, the service agreement enters into force once the customer has received an order confirmation, and after the customer does not exercise their right of cancellation within 14 days of receiving the order confirmation or device. However, the customer does not have any right of cancellation to the digital content of the Service after the delivery of the specific content service has been started as a result of an order placed by the customer. Digital content includes films rented from the Elisa Viihde.

### **3. Agreement period and termination of the agreement**

Unless otherwise agreed, the agreement period is 24 months, starting from the entry into force of the agreement, during which the agreement is valid as a fixed-term agreement and cannot be terminated. The customer can terminate the agreement so that it ends at the end of the fixed-term agreement period by giving notice to Elisa no later than 30 days before the end of the fixed-term agreement period. Otherwise, the agreement will continue to be valid until further notice with a period of notice of 14 days at prices in accordance with Elisa’s valid price list.

Elisa has the right to terminate an agreement valid until further notice in writing with a period of notice of one (1) month.

### **4. Devices delivered with the Service and requirements for using the Service**

A terminal device (digital receiver) owned by Elisa for using the functions of the Service is delivered with the Service. The customer must return the terminal device that was delivered with the Service to Elisa after the validity of the agreement in the condition it was upon its delivery to the customer. The termination of the service and ending its invoicing require, in addition to what has been said in section 3, that the device has been returned in accordance with the instructions issued by Elisa. Devices delivered with the Service work normally as part of the Service. There may be restrictions on their functionality if they are separated from the Service. The device delivered with the Service may only work in Elisa’s network, or some of its features may work better in Elisa’s network.

The customer must handle all devices included in the Service with care and in accordance with delivered instructions. The customer does not have the right to open any devices or carry out any maintenance, updates or modifications without Elisa’s written consent or instructions. The customer does not have the right to remove or cover any manufacturer’s product logos on the devices. The customer receives a limited right of use to the software of the device. The customer does not have the

right to sell, loan, give as deposit, lease out or otherwise transfer any devices included in the Service to third parties. If the device included in the Service is destroyed, misplaced or stolen, the customer is obligated to replace the device on the basis of prices in accordance with Elisa's valid price list.

The customer is responsible for the procurement of and charges for components not included in the Service, including a subscription, data transfer service or any device required to use the Service.

The Service requires an internet connection. The customer is responsible for devices related to the use of the Service, internet connections and the sufficient protection and functionality of software and its compatibility with the Service. Elisa is not responsible for any services offered by third parties, the functionality of the data network or other functional components, or their impact on the functionality of the Service.

The availability of the Service may be limited by region or device. Elisa has the right to automatically update the software included in the Service and change its settings.

## **5. Service content**

The content of the Service is defined in the service description. Elisa has the right to produce the Service in the manner it deems best, and to change the features and content of the Service or remove parts of them. Elisa is continuously developing the Service and, as a result, the content of the Service may change.

The content of the Service may also change for copyright reasons if holders of copyright do not grant rights to functions of the Service, or if they change or withdraw any previously granted rights. The use of some features of the Service is limited to Finland only.

The storage period of recordings is limited in the Service. The storage period of recordings and restrictions on channels or programme content may change during the agreement period. Elisa has the right to make any changes required by copyright holders or resulting from other reasons independent of Elisa to the maximum storage period of recordings, and restrictions on channels or programme content during the agreement period.

Advertisements from Elisa or its business partners may be displayed in the Service. TV channel advertisements, which may differ from the original advertisements, may be displayed in the customer's recordings. Skipping advertisements may be restricted.

The Service includes a notification service that regularly informs the customer of any customer benefits and special offers from Elisa and its partners. The customer will also receive notifications by text message, via email and through the user interface. Elisa can update the devices required for the Service remotely without issuing any separate notification.

Elisa can process customer, authentication and location data in accordance with valid legislation, as described in Elisa's privacy policy and the description of its customer register. Data may be disclosed when so required by law.

## **6. Development of the Service and services being tested**

Elisa is constantly developing its services. Development involves trying out and testing various technical features. The Service may include features being tested ("beta features"). Beta features may be available to the customer without any separate charge, without being part of services in accordance with the Elisa Viihde agreement. Typically, such beta features are available for a fixed term, after which they may be removed with no prior notice. The layout of the Service may change at different development stages.

Temporarily and without the customer's consent, Elisa may interrupt the provision of the Service and limit its use if a specific action is necessary for maintenance or information security. Such an interruption does not comprise an error in the Service.

## **7. Service charges and ordering additional services**

The price of the Service is defined in accordance with the price list valid at the time of entering into the agreement. In addition to the Service, the customer can order additional services subject to an extra charge. Only the customer can order additional services. The customer is responsible for any additional services ordered through the user interface and their payments. Additional services are subject to a charge that is invoiced in conjunction with the monthly bill or otherwise in conjunction with the order. The invoicing period is one (1) month.

## **8. The customer's responsibility for devices and user IDs included in the Service**

The customer's responsibility for the devices, user IDs and passwords included in the Service starts after they have been received. The user IDs and passwords included in the Service are personal, and their use is only permitted for private purposes. The customer is responsible for the proper use of the user ID and password for the Service. Handing the user ID and password over to a third party is not permitted. The customer must notify Elisa immediately if the user ID or password included in the Service has fallen into the hands of a third party.

## **9. Copyright restrictions on the Service and its use**

The Service is only intended for the customer's private use. The content of the Service cannot be displayed in public or shown to an audience. The customer cannot copy the content of the Service in breach of the legislation and terms of use, or transfer any copies to third parties. The customer cannot use the Service as part of their own service, product or business, or resell the Service delivered by Elisa.

Any intellectual property rights associated with Elisa's products and services belong to Elisa or a third party such as the software owner. Elisa provides the customer with limited rights of use to the contractual service and software delivered on the basis of the agreement as part of the Service and only for the purposes agreed upon.

If the customer is in breach of these terms and conditions, Elisa has the right to prevent the customer's access to the Service or terminate the agreement with immediate effect.

## **10. Use of data and cookies**

Elisa collects data about the use and functionality of the service. Elisa develops its services on the basis of customers and uses this data to prevent, detect and fix faults, develop the service, carry out customer communication and marketing activities, and recommend content. Elisa does not disclose any data about individual users of the service to third parties. When using third-party services through the Elisa Viihde user interface, the purposes of use indicated by each specific service provider also apply to the collection of data about the use of the service.

To make the use of services quicker and easier, and to monitor the use of services, cookies may occasionally be transferred to the customer's device, or data about how and when the Service is used may be collected by other similar technologies as part of the application used by the customer. The Customer can prevent the use of cookies by changing their browser or device settings so that the browser or device does not allow them to be stored. The customer acknowledges that preventing the use of cookies or other similar technologies may affect the functionality of the Service or prevent the use of the Service.

## **11. Other terms and conditions**

Elisa can send all written notifications concerning this agreement to the invoicing address the customer has last reported or the email address or mobile phone number the Customer has reported to Elisa, or by other purposeful means. The customer must ensure that Elisa has the customer's up-to-date contact details.

## 12. Terms and conditions related to broadband subscriptions

If the Service includes Elisa's broadband subscription delivered with the Service, the following terms and conditions also apply.

The broadband subscription is connected to the apartment via the internal network of the premises. Customers connect to the network from an antenna outlet, telephone outlet or other access point. If the telephone network is used, a filter is needed to prevent disruptions when the broadband service and telephone are used at the same time. The customer is responsible for the internal network of the property or apartment. A device with a broadband connection will be provided with a public IP address (no IPv6 support) for a fixed term. Up to five IP addresses can be used simultaneously in a broadband subscription.

The connection speed of the subscription varies according to connection speed categories. The connection speed is described using minimum, normal and maximum speeds. The normal speed is approximately 90 per cent of the maximum speed of the connection, i.e. the actual speed is 90 per cent of the maximum in a four-hour period. The actual connection speed may be higher than the stated maximum speed.

The actual connection speed depends on the selected service, the internal network of the premises, disturbance levels, the terminal device characteristics and the network load, among other things. The connection speed may also be affected by a high usage volume of internet services, the performance of equipment allocated to the services, loads caused by virus protection and firewall services or other software, or the use of a wireless local area network connection.

### Connection speeds (Mbit/s) and technical requirements for terminal devices of Elisa Saunalahti Laajakaista, Saunalahti Kotikuitu and Saunalahti Korttelikuitu subscriptions

ADSL	Downstream speed			Upstream speed		
	Maximum	Normal	Minimum	Maximum	Normal	Minimum
8/0.8M	8	7.2	5.6	0.8	0.7	0.5
12/0.8M	12	10.8	8.4	0.8	0.7	0.5
16/0.8M	16	14.4	11.2	0.8	0.7	0.5

An LLC frame of bridging protocols according to the IETF RFC 2684 standard and ADSL2+ line rates specified in G992.5 ANNEX A/M.

Cable modem	Downstream speed			Upstream speed		
	Maximum	Normal	Minimum	Maximum	Normal	Minimum
100/10M	100	90	70	10	9	7
250/20M	250	225	175	20	18	14
1000/50M	1000	900	500	50	45	35

EuroDOCSIS 3.0 standard, support for at least twenty-four (24) downstream and eight (8) upstream channels. The MAC address, manufacturer and model of the device must be given to Elisa (if the supplier is other than Elisa).

VDSL2	Downstream speed			Upstream speed		
	Maximum	Normal	Minimum	Maximum	Normal	Minimum
30/5M	30	27	21	5	4.5	3.5
50/10M	50	45	35	10	9	7
75/10M	75	68	53	10	9	7

<b>100/10M</b>	100	90	70	10	9	7
ITU-T G.993.2 VDSL2 profile 17a, VDSL band plan 998, G.Vector support (G.993.5), SRA (seamless rate adaptation), INP (up to a value of two (2)), ITU G.998.4 G.inp data packet retransmission, PTM mode, UPBO (uplink power back-off) and DPBO (downlink power back-off).						

<b>Ethernet</b>	<b>Downstream speed</b>			<b>Upstream speed</b>		
<b>Speed category</b>	<b>Maximum</b>	<b>Normal</b>	<b>Minimum</b>	<b>Maximum</b>	<b>Normal</b>	<b>Minimum</b>
<b>100/10M</b>	100	90	70	10	9	7
<b>100/50M</b>	100	90	70	50	45	35
<b>250/50M</b>	250	225	175	50	45	35
<b>1000/100M</b>	1000	900	500	100	90	50
IEEE802.3 - 2015, 10/100/1000Base-T autonegotiation						

If necessary, Elisa can update the software and settings of a terminal device connected to the network, as well as gather measurements that are used to develop the quality of the Service. Elisa has the right to manage the terminal device connected to the network in order to ensure service availability. The safe use of the Service requires using virus protection and firewall software, and taking care of information security and updates of the hardware and software used.

In addition to what is stated in general agreement terms and conditions, and other terms and conditions applied to the agreement, the delivery requires that the property or apartment is located in a coverage area defined by Elisa, the property or apartment is connected to a communications network, and the network has free capacity. If the delivery of the subscription requires modifications to the internal network of the property or apartment, Elisa has the right to charge a fee in accordance with the valid price list.

The customer does not have any right to distribute the broadband connection outside their household. In addition to what is stated in the general agreement terms and conditions, Elisa has the right to restrict the use of the Service if the customer's unusual use of the network presents a risk of network congestion for other customers, or unusual or temporary network congestion.

Furthermore, Elisa has the right to close the Service or restrict its use temporarily if any traffic, hardware or software that endangers or disrupts data traffic is detected in the Service. Often, data traffic is endangered or disrupted due to malware, but it may also be caused, for example, by a server used for DoS attacks. The service can be reactivated through Elisa's customer service.

In addition, Elisa has the right to control traffic in its network, for example, in order to carry out services, to reduce the impact of congestion or to avoid network overloading. Traffic is controlled according to traffic type (e.g. streaming, P2P file sharing, VoIP).

Traffic is controlled in the network due to high and often unpredictable variation in traffic volumes, which may result in temporary congestion in different parts of the network. Mechanisms of traffic control are used for congestion management to ensure that critical applications and services continue to work reliably in these situations.

These mechanisms mainly have minor impact on customers (e.g. temporarily lower speeds or increased lag), mainly occurring during network congestion. This impact is typically the result of network failures or external disturbances, such as DoS attacks.

Traffic control mechanisms include traffic queueing, prioritisation, and reduction and congestion signalling to customer applications. These mechanisms are used automatically, and their dynamic impact cannot be estimated in detail or on an application-specific basis. The impact of traffic control on customers, regardless of the application or service, is kept at minimum by continuously monitoring the performance of, and traffic in, the network and its parts, by optimising traffic flows, and by increasing network capacity.

In addition, Elisa may, for service availability, filtering of malicious traffic or other information security reasons, temporarily restrict the use of the Service by disabling specific traffic methods (protocols) or communication ports, or by temporarily disabling the use of the data transfer service from a subscription. Automated systems may be used to restrict traffic or temporarily disable the data transfer services of subscriptions. Other traffic control mechanisms include port blocks that prevent others from taking advantage of any vulnerabilities in the terminal devices of a service user.

The number of email messages sent via Elisa's mail server within a short period of time has been limited.

Broadband devices (router, modem) are available at different prices and with separate terms and conditions.

Customers are also allowed to use services produced and offered by service providers other than Elisa through the communications network. The service agreement does not apply to these services, and Elisa is not responsible to the customer for these services. For the sake of clarity, it is stated that the customer has acquired the internet connection required for using the Service by means other than with the Service (e.g. from another telecom operator), and the service agreement and any information presented here do not apply to these services. Elisa is not responsible for ensuring that all of the features of the customer's terminal device are available in Elisa's network.