

SPECIAL TERMS AND CONDITIONS OF SAUNALAHTI PREPAID SUBSCRIPTIONS 15.6.2017

1. GENERAL INFORMATION AND SCOPE OF APPLICATION

These special terms and conditions are applied to Saunalahti Prepaid subscriptions offered by Saunalahti. Saunalahti grants the Customer the right to use a mobile subscription with limited features against an advance payment made by the Customer (hereinafter "the Service"). In these special terms and conditions, "customer" refers to private and corporate customers alike. In addition, the Service is subject to Saunalahti's general terms and conditions of agreement for consumers and corporate customers. The use of other Saunalahti services is subject to the special terms and conditions, service descriptions and campaign terms concerning the services in question.

The Customer may use the Service and the mobile network to use services offered by parties other than Saunalahti. The service agreement does not apply to these services, and Saunalahti is not responsible for these services. Saunalahti is not responsible for making sure that all of the features of the Customer's data terminal equipment are available when using the Service.

2. COMMENCEMENT OF THE AGREEMENT, SIM CARD AND MOBILE PHONE NUMBER

The agreement commences when the Customer deploys the service as described in the instructions for use. Deployment of the service does not require the Customer's identity to be authenticated. If the Customer wants to use the rights granted to the Customer by virtue of Saunalahti's general terms and conditions of agreement, such as the right to compensation for a defect in the service, the Customer shall prove his or her identity and prove that he or she is the Customer that obtained the service in question.

The SIM card required for using the Service is Saunalahti's property. Saunalahti has the right to choose the mobile phone number to be used by the Customer. The mobile phone number shall remain the property of Saunalahti after the termination of the Agreement. Saunalahti has the right to change the mobile phone number used by the Customer if required by regulations issued by the authorities or if structural, technical or service-related matters related to the mobile network so require.

3. CLOSURE OF THE SERVICE AND TERMINATION OF THE AGREEMENT

The Service is closed and the agreement terminated when the validity of the Service according to the instructions for use or sales package ends. Saunalahti has the right to close the Service without informing the customer separately when 12 months have passed after the last purchase of balance or talk time.

Saunalahti may close the Customer's Service if the Service is used for non-intended purposes for illegal activity or activity that is contrary to good practice, or if the authorities require that the Service be closed down.

If the Service is closed down, unused talk time, balance or packages will not be returned or refunded.

4. USE OF THE SERVICE

The basic features of the Service include voice, text messages (SMS), multimedia messages (MMS) and the possibility of data transfer, unless otherwise agreed in the agreement, instructions for use or service descriptions of the subscription type or services. The Customer may additionally order other services and additional services included in Saunalahti's service offering at each time. Additional service- or service-specific terms and conditions will become binding on the customer after the Customer has ordered the service or deployed it. The Customer is also responsible for the use of the service if the Customer allows the services to be used by third parties.

Saunalahti reserves the right to prioritise other data transmission traffic within the network over mobile data transfer connections. Saunalahti has the right to carry out capacity management in its network in order to implement services, control peak situations and prevent network overload, among other reasons. Capacity management is carried out by specifying the maximum capacity for different traffic types in a traffic type-specific manner (e.g. streaming, P2P, VoIP, HTTP). Capacity management ensures that traffic related to one or more traffic types that has increased significantly in terms of quality or quantity does not have a congestive effect on other types of traffic as well. Traffic monitoring, analysis and other management and modification is carried out using automatic systems.

5. FEES

Saunalahti decides on the fees for its services. Use of the service decreases the balance or talk time loaded by the Customer in accordance with the price lists in force at each time. The fees will be charged to the Customer's balance or talk time regardless of whether the Customer has personally used the service or allowed the Service to be used by another person or party.

6. MARKETING AND USE OF CUSTOMER AND IDENTIFICATION DATA

Saunalahti may provide the Customer with up-to-date information on products, customer benefits and offers from Saunalahti, its partners or other parties chosen by Saunalahti by way of text or multimedia messages, for example. Location and terminal device information from the mobile network can be utilised in targeting the marketing. The Customer may prohibit the receipt of such messages.

Saunalahti may make use of identification and location data related to the subscription for the realisation and use of services, for invoicing and technical development, and marketing purposes in accordance with valid legislation. Such data includes, for example, the type of mobile phone device and other information related to the terminal device, the subscription location data, and other identification data related to the use of services, such as subscription numbers, as well as the time and duration of connections. The identification and location data are handled as long as the above-mentioned actions so require.

7. NOTIFICATIONS AND AMENDMENTS

Saunalahti may send notifications concerning the Customer's agreement and Service as text messages to the Customer's mobile phone number. Saunalahti aims to submit notifications of any amendments concerning the agreement or the Service a minimum of one month before them taking effect. The Customer is considered to have been informed of a notification sent as a text message on the day on which the text message was sent.

The price list and terms and conditions of agreement in force at each time are available at saunalahti.fi.

8. USING THE SUBSCRIPTION ABROAD (ROAMING)

Elisa's roaming agreements with foreign operators enable Elisa subscriptions to be used abroad in the coverage zones of foreign operators in ways defined by Elisa. Elisa may have subscriptions or additional services that prevent the subscription from being used abroad. The services provided by foreign operators and their quality may differ significantly from Elisa's services and their quality.

Normal roaming charges in accordance with the roaming price list are charged for using the subscription abroad. Calls, messages and data transfer charges are usually higher abroad than in Finland. Valid, country-specific price lists and additional information are available (in Finnish) at elisa.fi/ulkomaila.

If the customer spends a lot of time in border regions, the customer must change the network or operator selection setting from automatic to manual in the device settings. When Elisa's network is selected manually, a call or data transfer connection is not transferred to a foreign network without the customer knowing it. Elisa is not responsible for any expenses caused by any unintentional use of a foreign network.

USING THE SUBSCRIPTION IN EU/EEA COUNTRIES

Roaming in EU/EEA countries is governed by the EU roaming regulation (Regulation (EU) 2015/2120 of the European Parliament and of the Council). The purpose of the regulation is to enable the use of subscriptions in EU/EEA countries at domestic prices through the non-application of retail roaming charges when travelling in EU/EEA countries. However, the regulation allows

- an additional roaming charge to be collected in accordance with any sustainability mechanism decision issued by the Finnish Communications Regulatory Authority,
- data transfer to be restricted in accordance with the policy of reasonable use, and permanent roaming to be monitored and restricted in order to prevent any misuse
- optional pricing mechanisms to be used if agreed upon with the customer.

According to the sustainability mechanism decision, Elisa can charge an additional roaming fee on top of domestic prices for roaming.

Elisa can apply the policy of reasonable use, allowing it to restrict the use of data transfer and to collect an additional charge for data transferred in excess of the level of reasonable use in accordance with the roaming regulation.

Elisa and the customer may also agree upon another roaming prices. The customer has the right to change its roaming prices to be in accordance with the roaming regulation by notifying Elisa of the change. Any changes in prices will enter into force one (1) day after the receipt of the notification, and confirmation will be sent to the customer of any changes.

Any changes to the regulation and related official decisions and guidelines may also result in changes to the terms and conditions and prices of services. Elisa will notify the customer of any changes in accordance with its agreement terms and conditions.

The aim of the roaming regulation is not to enable permanent roaming in EU/EEA countries. Elisa has the right to monitor the use of the subscription in EU/EEA countries and intervene in any misuse. "Misuse" includes the uninterrupted use of the subscription in EU/EEA countries during a monitoring period of four (4) months and situations in which more than 50% of subscription traffic takes place in EU/EEA countries during a monitoring period of four (4) months.

A notification of any suspected misuse can also be issued, demanding that the customer return to their domestic network within fourteen (14) days. The notification includes a description of the conditions required to continue roaming. Rather than returning to the domestic network, the customer may present written reasons for the uninterrupted use of the subscription in EU/EEA countries within fourteen (14) days. Such reasons include family relationships, studies or work. If acceptable reasons are not provided in writing within the deadline, Elisa has the right to collect additional charges for roaming.