# Saunalahti Prepaid – special terms and conditions 1.3.2020

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### 1. GENERAL INFORMATION AND SCOPE OF APPLICATION

These special terms and conditions apply to Saunalahti Prepaid subscriptions offered by Saunalahti. Saunalahti provides the customer with rights to use a mobile subscription with limited properties against a pre-payment made by the customer ("the Service"). In these special terms and conditions, "customer" refers to both consumer and corporate customers. In addition. Elisa's special terms and conditions of mobile services for consumer customers and Elisa's general contract terms for consumer customers or Elisa's general contract terms for corporate customers (elisa.fi/sopimusehdot) apply to the Service. The use of other Saunalahti services is governed by each specific service's special terms and conditions, service descriptions and campaign terms.

Through the Service and mobile network, the customer can also use services offered by providers 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 ensuring that all of the features of the customer's device are available when using the Service.

# 2. ESTABLISHMENT OF THE AGREEMENT, SIM CARD AND MOBILE NUMBER

The agreement is established when the customer starts using the Service as described in the user guide. Service activation does not require that the customer's identity is verified. If the customer wishes to exercise their rights specified in the general contract terms of Saunalahti, such as the right to receive compensation for service errors, the customer must verify their identity and prove that they have acquired the specific service.

The SIM card required for using the Service is the property of Saunalahti. Saunalahti has the right to select the mobile number used by the customer. The mobile number will remain in the possession of Saunalahti even after the end of the agreement. The mobile phone number cannot be transferred to another telecom operator. Saunalahti has the right to change the mobile number used by the customer if so required by official regulations or structural, technical or service-related factors in the mobile network.

# 3. CLOSING THE SERVICE, END OF THE AGREEMENT AND UNUSED BALANCE

The Service will close and the agreement will end when the validity period of the Service ends as referred to in the user guide or sales package. Saunalahti has the right to close the Service without giving any separate notification to the customer if twelve (12) months have passed from the most recent top-up of balance or call time. Saunalahti has the right to close the customer's Service if the Service is used, contrary to its purpose of use, for illegal activities or activities not in accordance with good practices, or the authorities require that the Service be closed. If the Service is closed, any unused call time, balance or package will not be returned or credited.

# 4. USING THE SERVICE, TRAFFIC MANAGEMENT, DATA TRANSFER RATE AND RESTRICTIONS

Basic service features include voice, text messages (SMS), multimedia messages (MMS) and a possibility for data transfer, unless otherwise specified in the agreement, user guide or the service description of the subscription or Service. In addition, the customer has the opportunity to order other services and additional services included in the Saunalahti service range. Terms and conditions governing additional services and service-specific terms and conditions become binding on the customer once the customer has ordered the specific service or activated it.

The customer is also responsible for the use of the services if they transfer or distribute the services to third parties. Saunalahti can carry out traffic management in its network. More information about traffic management is provided in Elisa's special terms and conditions of mobile services for consumer customers. More information about network coverage and practical matters affecting data transfer connections is available at elisa.fi/kuuluvuus.

### 5. TOPPING UP THE BALANCE OR DATA VOLUME

Saunalahti's price list valid at each time applies to topping up the balance or data volume. The valid price list and terms and conditions are available at lataa.elisa.fi.

The customer is responsible for ensuring that the balance or package is topped up for the correct subscription number.

Any balance topped up using the topping-up service cannot be cancelled after the customer has approved and paid the charge. Furthermore, any balance topped up cannot be cancelled if it was accidentally topped up for an incorrect subscription. Elisa does not credit any unused data volume, balance, package or call time topped up or received through a campaign. If there is no balance, the Service cannot be used to carry out any paid activities.

#### 6. DIRECT MARKETING AND USE OF CUSTOMER AND IDENTIFICATION DATA

Saunalahti has the right to send up-to-date information to the customer about products, customer benefits and special offers of Saunalahti, its partners or other parties selected by Saunalahti via text or multimedia messages. Location and terminal device information of the mobile network can be used to target marketing activities. The customer can disable the receipt of such messages.

Saunalahti may handle the subscription's identification and location data for the implementation and use of services, for invoicing and technical development, and marketing purposes in accordance with valid legislation. The data to be processed includes the mobile device type and other information related to the device, subscription location data, and other identification data related to communication and the use of services (such as subscription numbers), as well as the time and duration of connections. Identification and location data is processed as long as the aforementioned actions so require.

# 7. PURCHASING PRODUCTS AND SERVICES SUBJECT TO AN EXTRA CHARGE

Not all products and services subject to an extra charge can be used with the Saunalahti Prepaid subscription. The provider of each service is responsible for the operability of their digital and payment services subject to an extra charge. Certain restrictions are associated with the purchase of these services, and the customer needs to identify these restrictions before any purchases.

#### 8. NOTIFICATIONS AND CHANGES

Saunalahti has the right to send text message notifications related to the customer's agreement and the Service to the customer's mobile number. In addition, Saunalahti has the right to modify the Service by notifying the customer of the change by sending a text message, also to the customer's disadvantage, provided that the agreement does not change significantly. Saunalahti will issue notification of any changes to the agreement or the Service no later than one (1) month prior to their entry into force. A text

message notification is deemed to have been received by the customer on the date on which the message was sent.

### 9. 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/ulkomailla. 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.

### 10. USING THE SUBSCRIPTION INSIDE THE EU/EEA

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 Transport and Communications Agency, 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, and 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 other 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.