



Saunalahti.fi
SÄÄSTÖÄ JOKA MINUUTTI.

GENERAL TERMS AND CONDITIONS OF DELIVERY OF THE SAUNALAHTI SERVICE PACKAGE

1 January 2012

1. Object of the Agreement

Saunalahti Service Package is a fixed-term agreement that includes a package priced mobile communication subscription and a device suited for using the services of the mobile communications network. The agreement only pertains to mobile communications network subscriptions and services. The service package may also include other equipment or, for example, software use rights. The Saunalahti Service Package agreement is not available on the Åland Islands.

2. Duration of the agreement and SIM lock

A fixed-term Saunalahti Service Package agreement can be made for a contractual period of 12 months or a maximum of 24 months.

The device sold in connection with the agreement may be SIM-locked for the duration of the agreement, in which case the device can only be used in a Saunalahti and/or Elisa mobile communications subscription. The customer may have the SIM lock disabled after the termination of the agreement by contacting Saunalahti. The SIM lock may not be disabled by the customer. When the contractual term of the Service Package has terminated, the agreement will continue with regard to the package priced mobile communications subscription as an agreement that is valid until further notice with a corresponding mobile communications subscription type offered without a terminal device. The device charges collected by Saunalahti from the customer as well as the Service Package subvention financed by Saunalahti will cease. At this time, the agreement can be terminated with a two-week period of notice.

3. Legal validity of the agreement and ownership of the device

The Saunalahti Service Package will become legally valid as follows:

- in the shop once the customer has signed the agreement or received an order confirmation
- through customer service over the telephone when the customer has received an order confirmation and picked up the Service Package

- in remote sales (telemarketing and online shop) when the customer has received an order confirmation and the customer has not exercised the right of cancellation within 14 days (a proportion of the monthly charge corresponding to the used services will be charged).
- The customer has taken the subscription included in the Service Package to use
- With regard to products included in the scope of the satisfaction guarantee once the 14-day satisfaction guarantee has ended and the customer has not exercised the right of cancellation. Any use of services not included in the scope of the satisfaction guarantee that has taken place during the satisfaction guarantee will be charged from the customer with a separate invoice.

The agreement is legally valid regardless of whether the customer receives the device in the shop, as postdelivery or by mail. The conclusion of the agreement may require a deposit for the subscription and the device. The agreement is binding on Saunalahti once the customer's creditworthiness has been reviewed and any deposit required has been paid.

Once the agreement has been concluded, the ownership of the device is transferred as follows unless otherwise stated in the campaign terms and conditions:

- in the shop once the customer has obtained possession of the device or it has been sent to the customer as postdelivery
- through customer service over the telephone, once the customer has received the device by mail
- in remote sales (telemarketing and online shop), once the customer has received the device by mail and the customer has not exercised the 14-day right of return according to the regulations on remote sales, or if the customer has taken the device to use during the 14-day right of return period
- with regard to products included in the scope of the satisfaction guarantee once the 14-day satisfaction guarantee has ended and the customer has not exercised the right of return.

The agreement cannot be cancelled and the device returned after the agreement has become legally valid.

If the customer has reserved the device before making an agreement, the reserved device is always sold at the price of the date of sale.

The device is delivered as postdelivery to Finland only, excluding the Åland Islands.

4. Number transfer and change of subscription type

The transfer of a telephone number from another operator must be made within two weeks of the conclusion of the agreement. Number transfer requires that the number is eligible for transfer. If the number transfer to Saunalahti is declined by the transferring operator, Saunalahti shall have the right to assign a new number to the customer, which creates a valid Saunalahti Service Package agreement. As it is not possible for Saunalahti to verify the content of the customer's previous agreement, the customer agrees to verify the content of the previous agreement before signing the Saunalahti Service Package agreement.

If the subscription type is changed from another Saunalahti subscription to the Saunalahti Service Package agreement, any call time and monthly charge discounts of the previous subscription will not be transferred to the Saunalahti Service Package.

If the previous subscription type has also been package priced, any remaining call time will not be transferred to the Saunalahti Service Package; Saunalahti recommends that the customer order the change to take place on the end date of the invoicing period or otherwise use the invoicing period call time before the change.

5. Other benefits and services

At its discretion, Saunalahti may restrict the availability of individual additional services in Saunalahti Service Package in their terms and conditions of delivery.

6. Amending and transferring the agreement during the term

The customer may change the type of the subscription part of the Service Package during the contractual period of the Service Package to another offered type. This change will be subject to a subscription type change fee according to the Saunalahti price list. The customer may not make other amendments, such as paying all the device monthly charges at once, during the 24-month contractual period without the consent of Saunalahti. Any campaign benefits of the subscription agreement will not be transferred to the new agreement.

If the customer has the right to transfer his or her number during the agreement period and exercises this right, the customer must pay the remaining monthly charges according to the agreement and the difference between the normal price of the device indicated in the agreement and the agreement period monthly charges of the device indicated in the invoice following the transfer month.

If a normal price has not been specified for the device in question, Saunalahti will specify the normal price according to a device with corresponding properties. Saunalahti will specify the normal price of the device at the price of the agreement conclusion without a subscription. Saunalahti does not have the right to unilaterally amend these terms and conditions of agreement or the pricing of the Service Package in a way that is unfavourable to the customer during the agreement period.

The customer may not transfer the agreement during the agreement period without the consent of Saunalahti.

7. Monthly charges

A fixed monthly charge will be charged for the Service Package, including the pricing components mentioned in the Service Package price list with the specified use limits. Such components included in the monthly charge may include normal-priced domestic calls, domestic data transfer, SMS messages or MMS messages.

Traffic and other fees not included in the Service Package monthly charge will be charged according to use in accordance with the Service Package or Saunalahti's general mobile call price list.

Any traffic fees exceeding the monthly maximum limit of the Service Package will be charged at the prices according to the price list. The customer must pay particular attention when giving the device to use by others. The customer may restrict the use of the subscription with various blocking services. The blocking service must be ordered separately for telephone calls and SMS messages. The use of Internet or WAP services subject to an additional charge cannot be prevented with the blocking services.

The Service Package monthly charge always includes the monthly charges of the device as well unless the customer has paid the share of the device in the first invoice. The price of the device shown on the customer's invoice does not include value added tax that is deductible for companies. Value added tax is processed in connection with the sale of the device, and companies must make corresponding value added entries in their accounts.

The invoicing period is one month (not calendar month). Upon the termination of the agreement, the incomplete invoicing period will be invoiced. The monthly charges will be invoiced even if the subscription or device has not been used.

A fixed-term agreement may be connected with additional services valid until further notice, and their agreements and invoicing will continue normally unless the customer terminates the agreements for additional services.

8. Warranty

The equipment included in the Service Package is covered by manufacturers' warranty. The warranty terms and conditions can be found in the retail package of the device.

Saunalahti informs the customer about warranty service arrangements through retail package instructions, on its site and by telephone via the customer service. The customer must send devices covered by warranty to service as instructed by Saunalahti.

By making the Saunalahti Service Package agreement, the customer approves the warranty terms and conditions of the device manufacturer. The user instructions of the device and the enclosed warranty terms and conditions are considered to have been read without a separate confirmation, and the customer is considered to be aware of the warranty terms and conditions.

All data added by the customer in the device is always the customer's responsibility. Saunalahti does not assume any responsibility for data lost in the device in connection with warranty service.

9. Owner's risk of the device

Once the possession or ownership of the device has been transferred, the customer is responsible for the device, such as it being stolen or lost. Saunalahti recommends that the device be insured against such situations, since if the device is stolen, the customer is not relieved from paying the device monthly charges until the end of the agreement period. The customer must inform Saunalahti immediately of stolen devices, after which Saunalahti will try to restrict the possibilities of using the device to the best of its abilities.

The customer is responsible for the protection, data security and settings of the his or her device. As an operating environment, the Internet may cause shortcomings in the functioning or data security of the device. Particular caution should be exercised when storing software and other materials obtained via the Internet on the device.

10. Termination of the agreement

The customer has the right to terminate a fixed-term bundled agreement to end in two weeks from termination. When the customer exercises his or her right to terminate the agreement, the customer must immediately pay the remaining monthly subscription charges according to the subscription agreement and the normal price of the device indicated in the agreement less the monthly instalments of the device already paid. If a normal price has not been specified for the device in question, Saunalahti will specify the normal price according to a device with corresponding properties. Saunalahti will specify the normal price of the device at the price of the agreement conclusion without a subscription.

11. Cancellation of the agreement

If a so-called social performance obstacle specified in the Consumer Protection Act to fulfil the obligations of the agreement emerges after the conclusion of the agreement, the cancellation of the agreement will be agreed upon on a case-by-case basis.

Saunalahti has the right to repossess the terminal device included in the tie-in sale if the customer terminates the subscription on these grounds.

If the customer wants to keep the terminal device upon cancelling the agreement, any lump-sum payment paid by the customer for the device, the monthly charges paid for the device and the Service Package subscription share, remaining agreement period, credit costs, fair value of the device and subvention of the device financed by Saunalahti will be taken into account.

The customer must make a written request on cancelling the agreement to Saunalahti due to the performance obstacle and provide evidence of the obstacle.

12. Disconnecting the device

The customer may not disable the SIM lock. If the customer disables the SIM lock, Saunalahti has the right to block the use of the device.

13. Entry into force of service-specific terms and conditions of delivery

These terms and conditions replace the previous terms and conditions of delivery of Saunalahti service packages as of 1 January 2012, and these terms and conditions will be applied to Saunalahti Service Package agreements made on or after 1 January 2012.

Saunalahti's agreement terms and conditions will be applied to Saunalahti Service Package agreements in the following order of precedence:

1. primarily, the Saunalahti Service Package terms and conditions of delivery (these terms and conditions)
2. secondarily, the service-specific terms and conditions of delivery of Saunalahti's mobile communications services
3. lastly, Saunalahti's general agreement terms and conditions for consumer and corporate customers.