



# SAUNALAHTI GROUP OYJ

## GENERAL TERMS AND CONDITIONS OF DELIVERY

### FOR CONSUMER AND CORPORATE CUSTOMERS

1.3.2007

#### 1 Scope of Application

##### 1.1 Application of the Terms and Conditions of Delivery

These Terms and Conditions of Delivery shall be applied to services delivered to a Customer by Saunalahti Group Oyj or a company belonging to the same group together with it (hereinafter Saunalahti Group). The Services can cover mobile or fixed telephone network subscriptions, telecommunications connections and other services or equipment offered by Saunalahti Group.

These terms and conditions shall be applied unless otherwise agreed in writing between the Customer and Saunalahti Group. The written service-specific Contract made between Saunalahti Group and the Customer, including the service specific Terms and Conditions of Delivery, constitutes the primary source of interpretation and the General Terms and Conditions of Delivery a secondary and supplementary source of interpretation.

Via the network infrastructure, the customer can use services produced and offered by providers other than Saunalahti Group. The Service Contract does not apply to these services, nor is Saunalahti Group responsible to the Customer for services of this kind.

#### 1.2 Definitions

##### 1.2.1 Consumer Customer

In these Terms and Conditions of Delivery a Consumer Customer means a natural person or corporation who purchases Saunalahti Group's services primarily for a non-business purpose.

##### 1.2.2 Corporate Customer

In these Terms and Conditions of Delivery a Corporate Customer means a natural or legal person who procures Saunalahti Group's services primarily for carrying on its business operations.

##### 1.2.3 Customer

The word Customer is used simultaneously with reference to both Consumer Customers and Corporate Customers. A Customer who is in a contractual relationship with Saunalahti Group is responsible to Saunalahti Group for all the services that it has ordered and for service charges. Additional services connected with the Service can be ordered only by the Customer or a party authorised by the Customer, but nevertheless such that the Customer's responsibility for payments is not transferred to the party authorised by the Customer. Unless the Customer has specially agreed otherwise with Saunalahti Group in writing, Saunalahti Group will not accept end users' orders for additional services without the Customer's written confirmation.

##### 1.2.4 End Users

An end user means the Customer's representative, a company department, a family member or some other natural or legal person who actually uses the service that has been delivered. All the Customer-related conditions of the Services also pertain to end users unless there are other provisions that have been expressly set out in these Terms and Conditions.

##### 1.2.5 Network Infrastructure

Network infrastructure means a system of interconnected conductors and hardware, which is intended for transmitting or distributing messages by means of conductors, radio waves, optically or in some other electromagnetic way. "Communication Service" refers to a service for a communication network.

#### 1.3 Statutory Rights of Consumer Customers

These terms and conditions do not limit the rights of a Consumer Customer under consumer or other mandatory legislation. Should these Terms and Conditions of Delivery and the rights of a Consumer Customer under the relevant legislation be in conflict with each other, the Terms and Conditions of Delivery shall be interpreted in the consumer's best interests and in accordance with the relevant consumer legislation.

#### 2. Origination and Assignment of the Contract

##### 2.1 Origination of the Contract

The Contract originates when the parties have signed the Contract or when the Customer has otherwise undertaken to use a Saunalahti Group service or Saunalahti Group has approved the Customer's order. Whenever Saunalahti Group is entitled to demand a deposit or security, the Contract shall not be deemed to have originated until the Customer has delivered to Saunalahti Group the required deposit or security.

##### 2.2 Duration of a Fixed-Term Contract

The period of fixed-term contracts is deemed to commence from the time when Saunalahti Group has started delivery of the Service. If for a reason due to Saunalahti Group, delivery of the Service is nevertheless delayed from the delivery time confirmed by Saunalahti Group case by case, the fixed period shall be deemed to commence from the confirmed time of delivery.

##### 2.3 Assignment of the Contract

The Customer shall not have the right to assign the Contract to a third party without Saunalahti Group's prior written consent.

Saunalahti Group shall have the right to assign the Contract in whole or in part to a third party to whom the business specified in the Contract is to be assigned. Saunalahti Group shall notify the Customer of the assignment in good time in advance. Saunalahti Group shall furthermore have the right to assign its receivables under the Contract to a third party.

Following notification concerning the assignment of receivables, payment for charges can be made competently only to the assignee.

#### 2.4 Saunalahti Group's Right to Refuse a Contractual Relationship

Saunalahti Group shall have the right to refuse to make a Service Contract if the Customer, through the use of a subscriber connection of a telecommunications company, has deliberately caused during the past year, in a manner evidenced by proof, a serious technical disturbance to the public telecommunications network or to other users, or if the Customer has unpaid bills resulting from the use of a subscriber connection or the telecommunications service of a telecommunications company and said bills are not disputed.

Instead of refusing to enter into a contractual relationship, Saunalahti Group shall have the right to demand a deposit or security in the situations set out in Section 8.5 as a prerequisite for approving the contract.

### 3. Delivery, Provision and Use of the Service

#### 3.1 Time of Delivery

Saunalahti Group is responsible for delivering the Service at the agreed time. It is nevertheless a requirement for making the delivery that a cause due to a third party does not prevent the delivery.

#### 3.2 Customer's Duty to Co-Operate

The Customer must make sure that at the delivery address there is an electrical and indoor wiring system that is necessary for the Service and that the equipment to be used in the connection is in good operating condition and is in compliance with the official regulations.

The Customer shall furthermore arrange for Saunalahti Group access to the necessary data centres and otherwise co-operate to the best of its ability in ensuring delivery of the Service or in pinpointing and remedying any service disturbances.

Saunalahti Group shall have the right to collect charges for the Service also for the time when the Service could not be delivered or repaired for a reason due to the Customer.

#### 3.3 Provision of the Service and Modifications to It

Saunalahti Group shall have the right to provide the Service under the Contract in the manner it deems best. Saunalahti Group shall have the right to make modifications affecting the technology and use of the Service providing that the content of the Contract as a whole does not change essentially.

Saunalahti Group shall also have the right to modify the Service on the basis of a legislative amendment or decision of the authorities or if the circumstances have changed essentially for some other special reason. If modifications of this kind call for changes to the Customer's equipment and software, the Customer shall, at its own expense, see to it that said changes are made.

Saunalahti Group shall notify the Customer in reasonable time in advance of modifications affecting the services to the Customer, to Consumer Customers at least one month in advance. If a change to the Service causes an interruption of the Service, Saunalahti Group shall endeavour to minimise the detrimental effects of this to the Corporate Customer and undertake the measures it considers necessary in order to minimise the detrimental effects. Saunalahti Group shall not be responsible for any detrimental effects arising from the aforesaid measures for the Corporate Customer.

A charge set by Saunalahti Group shall be collected for changes to the content of the Service, which have been demanded by the Customer.

#### 3.4 Termination of the Service

Unless otherwise required by mandatory legislation or regulations of the authorities, Saunalahti Group shall also have the right, for a justifiable reason, to cease to provide the Service or any of its features. Saunalahti Group shall then have the right to terminate the Contract, in respect of the discontinued Service or feature, by giving the Customer notice thereof in reasonable time in advance, to Consumer Customers at least one month in advance.

#### 3.5 Content of the Service and Special Conditions Applicable to the Service

The content of the Service and the special terms and conditions applying to it shall be determined in accordance with written service-specific terms and conditions or an agreement.

#### 3.6 User Rights to the Software and Documents as well as Intellectual Property Rights

Saunalahti Group grants the Customer the right to use the software and documents supplied by Saunalahti Group under a Service Contract. On the basis of the user rights the Customer can use the software and documents solely according to any licence conditions, which may be included with the software and Saunalahti Group's instructions, and solely for direct use of the Service. Title to and intellectual property rights relating to the software and documents as well as modified versions of them are the property of Saunalahti Group or a third party (such as a principal or supplier of Saunalahti Group) and the Customer shall not have the right, without Saunalahti Group's prior written consent, to copy, translate or modify the documents or software or to hand them over for use by a third party unless otherwise so required by the provisions of mandatory legislation.

In using the Service, the Customer may make copies of components of the service in accordance with lawful use, such as copies of web pages, for saving to the workstation's memory during operation and to the browser programme's cache memory. The Customer shall not have the right to make other copies of components of the service or to distribute them unless the law specifically permits this or it is separately permitted to some extent within the Service.

When the user rights end, the Customer must either return or, at Saunalahti Group's separate request, destroy, at its own cost, the original and duplicated copies in its possession, the equipment and the documentation.

#### 3.7 Customer's Equipment and Software

For the use of some of the services provided by Saunalahti Group, it is necessary to have terminal equipment in the end-use facilities and/or an internally wired end-use facilities, or changes must be made to the end user's existing LAN and the systems connected to it.

The terminal equipment of end-use facilities, the LAN and the systems connected to them are generally not a part of the Service delivered by Saunalahti Group. Saunalahti Group can offer separate services relating to the LAN or systems connected to it.

The Customer is responsible for procuring and ensuring the good operating condition of the equipment, connections and software, which are not included in the Service under the Contract. The Customer is also responsible for seeing to it that this equipment and software are approved and that they do not impede or interfere with Saunalahti Group's operations or network traffic. The Customer is responsible for damage which it causes deliberately or through negligence to Saunalahti Group's telecommunications network or to hardware or software used in providing Saunalahti Group's service. Equipment and software,

which may cause interference, must be disconnected from the Service immediately.

The Customer shall connect its information system and telecommunications network or parts of them to the Service and use the Service at its own liability.

### 3.8 Material Delivered via the Service

The Customer shall be responsible for its own actions and for the actions of persons operating with the Customer's user IDs, or otherwise in its sphere of influence, when using the Service as well as for material, texts, programs, information, orders and other similar functions, which it has left in the Service and which may have spread to other telecommunications networks and for their copyrights and industrial rights as well as for obtaining the licences for these and bearing the costs of them and for other legality aspects and the consequences and claims resulting from infringements of them. In particular, the Customer shall be responsible for ensuring that material supplied by the Customer or via the Customer's service (including so-called spam mass transmissions) does not cause disturbances to the network or to other users, damage to Saunalahti Group or other operators and does not violate codes of acceptability or regulations set out in law or mandated by the authorities. If a public authority or a third party demonstrates that via the Customer's Service, material of such type has been delivered to other users or to the servers of Saunalahti Group or a third party, Saunalahti Group shall have the right, without hearing the Customer, to remove offensive material of this kind, prevent its use or close down the Customer's Service.

Saunalahti Group is not responsible for the availability, quality or content of material or information supplied via the Service. Nor is Saunalahti Group liable for any damages resulting from any delay, adulteration or disappearance of material that is transmitted by way of the Service. Nor, is Saunalahti Group responsible for the legality of the material, which the customer has obtained via the Service, its functionality or availability or for the rights connected with it. Saunalahti Group shall furthermore not be responsible for the content of the communications used via the Service.

### 3.9 Data security

The Customer shall itself bear responsibility for the data protection of its own computer, information system, local area network (LAN) or other similar telecommunications device or system and for the level of the data protection as well as for all the Service's security mechanisms and data security. The Customer shall be responsible for the consequences of insufficient data protection as well as for the damage caused to Saunalahti Group, other users or third parties as a result of viruses and other similar agents, which it has deliberately or through negligence introduced into Saunalahti Group's service network.

Saunalahti Group can offer the Customer various services for removing harmful content from the Customer's telecommunications, but even in this situation, Saunalahti Group shall not be liable for the inability of the service delivered to prevent the passing on of all harmful content.

Saunalahti Group shall endeavour to see to the data security of its services and customer's data by ensuring, through means it deems reasonable, the confidentiality, integrity and availability of its telecommunications, information systems and the hardware and software used in them. If the data security of a Customer's service is subject to a particular threat, Saunalahti Group will endeavour to inform the Customer without delay and to tell the Customer at the same time of the measures available to it for warding off the threat as well as the probable costs of such measures.

### 3.10 Disconnecting Telecommunications Connections

The Customer shall be responsible for ensuring that a dial-up connection between the Customer and the service is disconnected after use. Saunalahti Group shall not be liable for costs resulting from a connection that is left open. The same holds if the Customer's service has been used by a third party and the use is due to the Customer's more than slight carelessness.

If the Customer procures from Saunalahti Group a service in which Saunalahti Group undertakes to monitor the operation of the Customer's service or of the Customer's other equipment, Saunalahti Group requires that the hardware to be monitored, the terminal equipment of the end-use facilities for the fixed connections delivered to the customer and the passive equipment of the fixed line connected to the terminal equipment are kept connected to the electrical mains and the network infrastructure. If the Customer has disconnected the Service to be monitored from the network or turned it off, Saunalahti Group shall have the right to bill the customer for the work caused by the false alarm.

### 3.11 Usage Purpose of the Service

The Customer must not pass on a third party's traffic, via its connection, to Saunalahti Group's Service or distribute Saunalahti Group's services outside the Customer's organisation without agreeing on this separately with Saunalahti Group.

## 4. Service Error; Maintaining the Service and Remediating Faults

### 4.1 Service Error

The Service shall be deemed to be defective if it differs from the characteristics specified in the Service Contract, assuming that this divergence impedes use of the Service.

A telecommunications disturbance in the service nevertheless does not constitute a service error in and of itself if the telecommunications disturbance in the service delivered is not the consequence of a factor or condition within the scope of the service delivered by Saunalahti Group.

Any intermittent or continuous slowness in the telecommunications connection is not to be considered a telecommunications disturbance if the capacity that the Customer has procured is inadequate in view of the Customer's usage.

Saunalahti Group observes expressly that telecommunications services are by their nature never completely disturbance-free unless the Customer has exceptionally agreed on special arrangements that can lead to nearly complete disturbance-free operation. Accordingly, the Customer should make sure that especially important communications are carried out, if necessary, by means of other modes of communication in situations in which an eventual disturbance could cause unforeseeably great or otherwise material damage to the Customer, such as, for example, in the use of financial, insurance or bank services.

### 4.2 Disturbance Notification made by the Customer

If the Customer detects a disturbance in the Saunalahti Group service it is using, the Customer can make a disturbance notification in accordance with the terms and conditions of said service. Saunalahti Group nevertheless reserves the right to bill the Customer for unnecessary work necessitated by an erroneous disturbance notification.

### 4.3 Maintaining the Service and Remediating Faults

Saunalahti Group shall maintain the Service in good operating condition in accordance with the Contract and remedy faults in the Service on weekdays (not on Saturdays) from 8 a.m. to 4 p.m., doing this as soon as possible, unless separately agreed otherwise.

### 4.4 Temporary Interruptions in the Service

Saunalahti Group shall have the right to close or suspend the Service temporarily if this is necessary for the successful carrying out of telecommunications network construction and maintenance work. In these and similar cases, Saunalahti Group shall carry out its work in such a way that the interruption is of short duration and causes the Customer a minimum of inconvenience.

Saunalahti Group shall notify the Customer of the interruption in advance as far as possible and as required.

Saunalahti Group shall also have the right to suspend the Service temporarily if this is necessary to safeguard telecommunications traffic as required by public order and safety.

## 5. Customer and Service Particulars and User IDs

### 5.1 Information for Identifying the Customer

Saunalahti Group shall have the right, after hearing the Customer, to select the service-related user IDs, numbers, addresses and other similar information required for identifying the Customer. This information shall remain in the ownership of Saunalahti Group and the Customer shall not have the right to it upon termination of the Contract unless agreed otherwise in writing or the assignment fulfils the requirements for number transferability under the law. Domain names nevertheless belong to the Customer providing that the Customer has duly fulfilled its obligations connected with use of them and its other obligations towards Saunalahti Group.

### 5.2 Customer's User IDs and Passwords

The Customer must keep the user ID, password and all other similar information relating to Saunalahti Group's service in such a way that these do not fall into the hands of outside parties. The Customer shall be responsible for the costs resulting from changing a password as well as for use of the service that takes place with its password and user ID. The Customer must notify Saunalahti Group immediately if user IDs, passwords or other information come into the hands of outside parties. After making the notification, the Customer shall not be responsible for unauthorised use of the service with the old ID codes.

### 5.3 IP Addresses

The IP addresses used in Saunalahti Group's IP services are as a rule the property of Saunalahti Group and shall be returned to Saunalahti Group's possession when the Service Contract ends. The Customer can connect to some services with its existing own IP addresses or obtain its own addresses whilst the service is in effect. If the service obtained by the Customer makes possible the use of these addresses, agreement concerning this must be made separately in the service-specific terms and conditions of said service.

For some Saunalahti Group services, Saunalahti assigns dynamic IP addresses, which change between session times or during a session. These addresses are a service that is offered by Saunalahti Group and is needed for using the connection.

The Customer shall have no other rights to said IP addresses than those during the time they are used. The Customer is prohibited from actively registering dynamically assigned IP addresses for any service, which may result in undesired telecommunications connections for another customer using the address. If the Customer, notwithstanding the prohibition, carries out said registration, the Customer shall be deemed to have interfered with telecommunications traffic deliberately and it shall be liable to pay damages to Saunalahti Group and third parties for the detriment it has caused.

### 5.4 Changing Customer Information at the Customer's Request

User IDs, passwords and other customer information can be changed at the Customer's request, subject to a charge.

### 5.5 Saunalahti Group's Right to Change ID Information and Other Customer Information

Saunalahti Group shall have the right to change ID information or other Customer information if regulations issued by the authorities or the network's structural or service-related or other technical reasons so require. Saunalahti Group shall advise the Customer of the change in reasonable time in advance.

Notification of a change in the subscriber number of the telephone connection shall nevertheless be made at least six months prior to the entry into force of the change.

### 5.6 Giving a Third Party the Use of ID Information or Other Customer Information

Saunalahti Group shall have the right to hand over the ID information related to the Service, such as the number of the Customer's telephone connection, to a third party if the Service has been closed for six (6) months for a reason other than at the Customer's request.

Saunalahti Group can nevertheless hand over for use by a third party IP addresses that are owned by Saunalahti Group a month after the service procured by the Customer has been discontinued. The Customer shall be responsible for removing Saunalahti Group's IP address information from the IP equipment it uses during the month following closing of the service.

Dynamically assigned IP addresses can pass on to the use of another Saunalahti Group customer immediately after the session-specific validity of the address has ended.

## 6. Customer Particulars and Their Use

### 6.1 Furnishing Information

Prior to opening the Service, the Customer shall furnish Saunalahti Group with the information it requests, which is necessary for providing the Service and the Customer shall check the correctness of the recorded information. The Customer shall notify Saunalahti Group without delay of changes in its Customer Profile information. The Customer shall be responsible for seeing to it that the end users of the Service reported by the Customer are aware that information concerning them has been given. If delivery of a service provided by Saunalahti Group or remedying of a disturbance are delayed for the reason that the Customer has not furnished sufficient particulars or the Customer has neglected to report changes in the information, Saunalahti Group shall be released from all obligations to pay compensation for which Saunalahti Group would otherwise be liable under the terms and conditions of the service.

### 6.2 Directories and Directory Enquiries

The Customer shall have the right, under the Communications Market Act, to have its name, address and subscription number published in a generally available, printed or electronic or otherwise implemented directory of Saunalahti Group or of a directory service provider in accordance with the Electronic Communications Privacy Protection Act, and said information shall also be published in Directory Enquiries. This may nevertheless require that the Customer make a separate agreement with the provider of directory or number services.

Saunalahti Group as well as the provider of a directory service in accordance with the Electronic Communications Privacy Protection Act shall have the right to make a directory of the customer and ID information intended for publication in a subscriber directory of customers and users of the service and to publish them in a written, electronic or otherwise implemented directory. The information can also be used by Directory Enquiries or some similar Service. Customersupplied information will be published in accordance with the directory's terms and conditions and the Price List. The Customer shall have the right to refuse to have its directory information made public or to be handed over for use by Directory Enquiries or some other similar Service.

The Customer must check the directory and index information that has been recorded for the Customer.

### 6.3 Processing of Personal Particulars

Saunalahti Group shall have the right to process the Customer's particulars as provided for in the Personal Data Act as well as the Electronic Communications Privacy Protection Act. Information on the method of processing particulars will be communicated separately in register declarations and along with other customer bulletins.

Saunalahti Group shall have the right to hand over Customer Profile and ID information within the limits permitted and required by the legislation in force.

## 7. Compensation of Costs and Damage; Price Reduction

### 7.1 Saunalahti Group's Obligation to Compensate for Damage

Saunalahti Group is liable to pay the Customer compensation for the damage, which has been proved by the Customer as follows:

Saunalahti Group shall compensate a Corporate Customer for direct damage that has been caused through its negligence and results from an error in the service and a delay in the delivery of it. The maximum amount of the damage claim shall nevertheless be limited to a one-month service charge.

Saunalahti Group shall compensate a Consumer Customer for the damage resulting from an error in the service and delay in the delivery of it if Saunalahti Group has caused the damage through its negligence.

If Saunalahti Group is nevertheless liable, under Section 7.3 or Section 7.4 or otherwise, to pay the Corporate Customer liquidated damages, a refund or some other similar standard compensation due to its breach of the Contract, Saunalahti Group shall be liable to pay compensation only to the extent that the compensable damage suffered by the Corporate Customer exceeds the amount of standard compensation of this type.

### 7.2 Limitations of Liability to Compensate for Damage

Saunalahti Group will not compensate indirect damage or damage due to a case of force majeure. Saunalahti Group will compensate the Consumer Customer for any direct damages caused by a service delay or error. For indirect damages, however, it will only compensate the Consumer Customer for financial losses stemming from Saunalahti Group's negligence in carrying out the Contract.

Nor will Saunalahti Group pay compensation for damage due to factors for which the Customer, the end user of the subscriber connection or a third party are responsible.

### 7.3 Interruptions of Use

If use of the telecommunications connection is prevented owing to construction, modification or maintenance work on the public telecommunications network for more than 48 hours during a calendar month, Saunalahti Group shall refund to the Customer at its request the flat-rate charge for the telecommunications subscription for a period of one month. Saunalahti Group shall nevertheless not have a duty to compensate when the work is the result of a case of force majeure provided that the work has been caused due to negligence on the part of the Customer or some other person who has used the telecommunications connection or telecommunications Service.

Saunalahti Group shall not have a duty to compensate when use of the telecommunications subscription has been disabled due to a fault of a terminal device or the indoor wiring.

The duty to compensate pursuant to this section does not pertain to interruptions of use in the Internet services when the interruption is due to a factor outside Saunalahti Group's network infrastructure.

### 7.4 Delay in Delivering a Consumer Customer's Subscription or in Remediating a Disturbance

7.4.1 The delivery of the communication service will be delayed if the service is not delivered on the agreed date and this is not due to the Customer or any circumstance related to the Customer. If the delivery date of the service has not otherwise been agreed upon, the delivery is delayed if the communication service has not been delivered within a reasonable amount of time once the Contract has been signed.

7.4.1.1 The Customer shall pay the fees based on the communication service Contract only once the connection is available for use. Once the service has been connected, the Customer has the right not to pay the portion of the security fee equivalent to the amount of compensation due to the delay.

7.4.1.2 If the delivery of the communication service is delayed, the Customer is entitled to standard compensation, which is EUR 15

for each week of delay to a maximum of EUR 120. The Customer is not entitled to standard compensation if Saunalahti Group has proven that the delay is caused by circumstances beyond its control that it could not have reasonably been expected to foresee when the Contract was signed and the consequences of which it could not have reasonably been expected to avoid or overcome.

7.4.1.3 The Customer may not claim a delay, unless he or she has notified Saunalahti Group of it within a reasonable period of time after the delivery of the service. The Customer may claim a delay if Saunalahti Group has operated with gross negligence or in a dishonourable and unworthy fashion.

7.4.1.4 The Customer may terminate the communication service contract because of a delay caused by Saunalahti Group if the breach of contract is significant.

7.4.2 The delivery of the communication service is erroneous if the quality or delivery method of the communication service does not correspond to that which was agreed upon.

7.4.2.1 The Customer has the right to demand that Saunalahti Group rectify the error or renew the faulty service delivery without said Customer incurring any costs. Saunalahti Group is not, however, obligated to rectify the error if it would cause it to incur unreasonable costs or if it would create an unreasonable disadvantage to do so. Even if the Customer does not require the error to be rectified or a new delivery, Saunalahti Group may, at its own cost, do so if it offers to do so without delay from when the Customer notified it of the error. The Customer may refuse the rectification of the error if it causes him or her substantial inconvenience, the risk that costs incurred by the Customer will not be compensated for, or if there is some other particular reason for said refusal.

7.4.2.2 If rectifying the communication service error or a new delivery is not possible or Saunalahti Group does not rectify it in a reasonable time once the Customer has notified it of said error, the Customer is entitled to a price reduction corresponding to the error. The Customer is entitled to standard compensation if the error is due to an interruption in delivery. The standard compensation is EUR 15 for each interruption week, to a maximum of EUR 120. If the Customer is paid standard compensation, he or she is not entitled to a price reduction for the same interruption.

7.4.2.3 The Customer may not claim an error if he or she does not immediately notify Saunalahti Group of said error upon detecting it or when he or she should have detected it. The Customer may claim an error if Saunalahti Group has operated with gross negligence or in a dishonourable and unworthy fashion or if the communication service does not correspond to the requirements stated under the legislation in force or in standards issued based on said legislation by the Finnish Communications Regulatory Authority.

7.4.2.4 The Customer may terminate the communication service contract because of an error caused by Saunalahti Group if the breach of contract is significant.

### 7.5 Faults in Customer-Managed Equipment or Software

If the Customer uses defective or interference-causing equipment or software deliberately or notwithstanding a reminder by Saunalahti Group, it shall be liable to Saunalahti Group for any damage as well as for the costs incurred in troubleshooting the faults.

### 7.6 Claims for damages

Compensation for damages must be demanded from Saunalahti Group within a reasonable amount of time, which the fault constituting the grounds for the claim was detected or should have been detected or, in cases of delay, from the time when the delivery was made.

Corporate Customers should submit a complaint concerning a fault in writing to Saunalahti Group within fourteen (14) days of detection of the fault as well as present their claims in the matter within thirty (30) days from the date when the fault constituting the grounds for the claim for damages was detected or should have

been detected or, in cases of delay, from the date when the delivery has been made.

## 8. Charges and Billing

### 8.1 Prices

Saunalahti Group's Service Price Lists for consumer services that are in effect from time to time can be viewed at the address <http://saunalahti.fi>. The Price Lists set out the general principles of the charges, billing and pricing of Saunalahti Group's consumer services. Saunalahti Group reserves the right to make changes in the principles of charging, billing and pricing as well as individual prices, within the limits permitted in law.

The principles of charges, billing and pricing for Corporate Services are described in the service-specific terms and conditions or contracts.

Saunalahti Group can always change the charges or terms and conditions of its telephone subscription contracts on the basis of a change in the legislation or a decision of the authorities based on it or for some other special reason subsequent to an essential change in conditions, doing so as is set out in detail hereinafter in Section 12.2 concerning amendment of the Terms and Conditions of Delivery.

### 8.2 Charges Payable for the Service

The Customer shall pay Saunalahti Group the charges for the Service and its use in accordance with the Price List or the service-specific Contract in accordance with the billing periods specified by Saunalahti Group. The Customer will receive a Price List when making a Contract. Price Lists for Consumer Services are furthermore available at all Saunalahti Group Customer service outlets.

Saunalahti Group will also bill the Customer for the charges of other telecommunications companies and service providers, which are used via Saunalahti Group's Service if this has been agreed with said telecommunications company or service provider. The charges will be billed in accordance with the Price Lists of the telecommunications companies and service providers.

### 8.3 One-Off Charges and Recurring Flat-Rate Charges

The Customer shall pay an activation charge and other one-off charges for connection to the network infrastructure, such as maintenance and connection charges, and charges for building and maintaining the indoor wiring, when opening the service or otherwise separately.

Saunalahti Group shall have the right to charge a fixed, time-based flat rate according to the Price List or the Contract for the purpose of maintaining the possibility to use the Service. The flat rates are charged in advance by billing period. The flat rate must also be paid for the time when the Service is closed. If the Contract covering the Service comes to an end in the course of a billing period defined in the Contract or the Price List, the flat rate will be charged for the entire billing period and the flat rate charge will not be refunded.

If the Customer cancels or terminates the Contract, a payment made for service that has not been provided but has been paid for in advance will not be refunded unless there are special reasons for this. A special reason of this kind can be, for example, that Saunalahti Group has altered its service in such a way that the Customer's equipment is not able to receive the service or a breach of contract by Saunalahti Group is involved, which has been caused through more than slight negligence.

### 8.4 Due Payments and the Consequences of Delayed Payments

A bill must be paid no later than on the due date marked on the bill. If the Customer exceeds the outstanding balance limit set for the service or the agreed credit limit or an exceptionally large amount of charges accumulates during a billing period, Saunalahti Group can send the Customer a bill outside the normal billing period.

Saunalahti Group shall have the right to collect penalty interest for delayed payments from the due date onward under the Interest Act as well as a handling charge for a payment reminder for a delayed bill in accordance with the Price List. In addition, Saunalahti Group is entitled to collect the reasonable costs incurred in collecting a delinquent bill.

If the Customer has not paid due bills in spite of a demand note and closing of the Service, other receivables which are to be charged for the Service and are not yet due shall fall due for immediate payment.

### 8.5 Provision of a Deposit or Security

Saunalahti Group shall have the right, before making the Service Contract or during the validity of the Service Contract, to vet the Customer's credit information. Saunalahti Group shall furthermore have the right, at its discretion and prior to making a Service Contract, to request from the Customer a reasonable deposit or security. The grounds for demanding a deposit or security can be the Customer's bankruptcy, the starting of insolvency proceedings, unpaid telecommunications service charges other than those included in the restructuring of debts or some other obvious inability to pay the charges based on the Service Contract as evidenced by credit information or the fact that the Customer's credit information cannot be checked, or there is an exceptionally large accumulation of billings compared with the Customer's usual accumulated billings, foreseeable insolvency or for some other comparable weighty reason. The Customer shall be informed of the grounds for the deposit or security.

Saunalahti Group will not pay interest on a deposit or collateral lodged as security. Saunalahti Group shall collect from the deposit or security its receivable, which has fallen due plus penalty interest and collection expenses.

Saunalahti Group shall return the security upon a demand of a Consumer Customer as soon as the grounds for the security are removed if the Consumer Customer, during the contract period, has attended faultlessly to its contractual obligations.

### 8.6 Outstanding Balance Limitation

Saunalahti Group shall furthermore have the right, owing to a special reason pursuant to Section 8.5 above, to set for the Customer, in addition to a deposit or security, an outstanding balance limit, which it deems reasonable and is a prerequisite for origination of a Service Contract.

### 8.7 Responsibility for Use of the Service

The Customer is responsible for the obligations under the Contract and for paying to Saunalahti Group the charges payable for the Service also in the event that someone other than the Customer has used the Service unless the Service has been verifiably used unlawfully.

The Customer's liability for anything else besides the monthly fees for the service is verifiably over once Saunalahti Group has been notified that the mobile phone subscription or codes making possible use of the Service have unlawfully come into the possession of a third party. If, however, the Customer's mobile phone subscription or the passwords or other similar codes authorising a party to use the Service end up unlawfully in the possession of a third party, the Customer must notify Saunalahti Group's Customer Service thereof without delay. The Customer must furthermore furnish Saunalahti Group, within two weeks of the notification, with a copy of the report of offence made to the police for further processing.

Saunalahti Group shall have the right to close the mobile phone subscription or other Service immediately upon receipt from the Customer, the police, an insurance company or another telecommunications company of notification to the effect that the subscription or passwords and other similar codes authorising use of the Service have come unlawfully into the possession of a third party or have been misplaced or lost.

## 8.8 Bill Reminders

Remarks concerning a bill must be made by the due date at the address mentioned in the bill. In a case of disagreement, the undisputed part of the bill must nevertheless be paid by the due date.

A Consumer Customer has the right to request a recommendation of the Consumer Complaint Board in respect of the dispute concerning the bill.

## 8.9 Price Changes

Saunalahti Group shall have the right to change its Price Lists as well as the charges collected for use of the Service on the same grounds as it has the right to amend the Terms and Conditions of Contract on the basis of Section 12.2. If the Service charges rise and a Consumer Customer does not accept the price change, the Consumer Customer shall have the right to terminate the Contract with immediate effect when the increased prices come into force. If a Consumer Customer terminates the Contract owing to price changes implemented by Saunalahti Group, Saunalahti Group will refund to the Consumer Customer all payments made in advance, which relate to the time after termination of the Contract.

Price changes must be announced 30 days in advance.

## 8.10 Itemised Bills

Saunalahti Group will itemise bills for telephone services without a separate request if the bill is at least 50 euros in amount. The itemised bill must always mention the charges for services other than telecommunications services. The end user also has the right to receive an unitemised bill upon request.

## 9. Closing the Service and Limitation of Use

**9.1 Customer's Right to Request Closure of the Service or Limitation of its Use** Saunalahti Group will close the Service at the Consumer Customer's request for a fixed period or for the time being. For a Service that is closed, Saunalahti Group shall nevertheless have the right to collect a monthly charge for the time of closure.

It is not possible to close the service for fixed telecommunications connections or for services that must be on continuously in accordance with the regulations governing operations of the Internet.

A Customer or an end user has the right to request Saunalahti Group to limit use of the Service to a service other than telecommunications or to request that the connection be disabled from sending traffic anywhere else than to a specific type of service if Saunalahti Group's system makes possible such limitation.

### 9.2 Saunalahti Group's Right to Close the Telephone Network Service

Saunalahti Group shall have the right to close the Customer's telephone network services or limit their use if: The Customer, notwithstanding a payment reminder, has neglected to pay a due invoice receivable of Saunalahti Group for the communication services in question within two weeks of dispatch of the payment reminder. In addition, it is a further requirement that the bill which is due is at least 50 euros in amount and that it is not for receiving any other service than Saunalahti Group's Telecommunications Service;

The Customer has been placed in bankruptcy or a public authority has observed it to be insolvent and the Customer does not lodge reasonable security;

The Customer uses hardware or software that is not in good operating condition or which causes disturbances despite a reminder issued by Saunalahti Group;

The Customer faces criminal charges for interfering with telecommunications through the use of a subscription or otherwise has been proved to have caused disturbances to the network or other users through use of the Service;

The Customer, notwithstanding a reminder, does not fulfil its contractual obligations or is substantially in breach of its obligations under the Contract. A breach of contract is always considered substantial if the Customer cannot be reached for the purpose of ascertaining an essential matter connected with the Service Contract or the Customer has not reported its billing address and the company has not been able to find it out using reasonable means;

The Customer exceeds the separately agreed credit limit;

The Customer does not pay a deposit according to Section 8.5 or does not lodge some other security demanded by Saunalahti Group within one week of Saunalahti Group's demand;

Saunalahti Group shall furthermore have the right to close the Service immediately if the Service has been opened on the basis of substantially misstated information or if the Service has been opened by a third party authorised by Saunalahti Group and Saunalahti Group has the right, on the basis of Section 8.5, to require from the Customer a deposit or security and said deposit or security has not been lodged with Saunalahti Group.

### 9.3 Closing a Consumer Customer's Telephone Subscription in Special Situations

Saunalahti Group will not close a Consumer Customer's telephone subscription if a Consumer Customer, who can prove that the payment delinquency was due to sickness, unemployment or some similar reason, pays the due charges within one month of dispatch of a payment reminder and upon receipt of the payment reminder notifies Saunalahti Group without delay of the existence of a circumstance as cited above.

### 9.4 Closing a Service Other than Telephone Network Services or Limitation of Use

In addition to the provisions of Section 9.2, Saunalahti Group shall always have the right to close a non-telephone network service or limit its use if the Customer has not paid the bill by the due date or Saunalahti Group otherwise has a justifiable cause for assuming that the best interests of Saunalahti Group or the Customer require closing of the Service or if separate agreement has been made on the terms and conditions of closure in the service-specific terms and conditions or otherwise with the Customer.

## 10 Expiry or Termination of the Contract

### 10.1 Termination

#### 10.1.1 Contracts in Force Until Further Notice

The Customer can terminate a Service Contract that is in force until further notice with a two (2) weeks period of notice. The Customer will receive written confirmation of termination of the telephone network Service.

Saunalahti Group shall have the right to terminate the Service Contract with a two (2) month's period of notice unless otherwise provided for in mandatory legislation.

#### 10.1.2 Fixed-Term Contracts

Unless agreed otherwise, a Contract made for a fixed period shall end if the Contract has been terminated no later than one month prior to the last day of the fixed period. If the Contract has not been terminated one month prior to the expiry of the fixed period, at the latest, the Contract shall thereafter always either continue automatically for twelve (12) months at a time, whereby the aforesaid period of notice is in force or continue until further notice depending on the special terms of the Contract.

### 10.2 Saunalahti Group's Right to Cancel the Contract

Saunalahti Group shall have the right to cancel the Service Contract if:

The Service has been closed for at least a month at the Customer's request;

The Customer has been placed in bankruptcy or has, in a similar manner, been observed to be unable to meet its contractual

obligations and it does not pay the deposit or put up acceptable security according to the Terms and Conditions of the Contract;

A public official has observed that the Customer has been guilty of deliberate blocking of, or interference with, telecommunications traffic;

The Service has been closed for one month for a reason mentioned in Section 9.2 and the Customer, within one month of a written exhortation by Saunalahti Group, has not remedied its procedures that have led to closure of the Service;

The Customer has otherwise substantially and notwithstanding a reminder neglected its contractual obligations.

### 10.3. Customer's Right to Cancel a Service Contract

The Customer shall have the right to cancel a contract if the Service differs substantially from what has been agreed and Saunalahti Group does not remedy the deficiency or renew the service in a reasonable time after receipt of the Customer's written reminder, or if delivery of the Service is delayed unreasonably for a cause due to Saunalahti Group's negligence.

### 10.4 Form of Notice of Termination or Cancellation

The Contract shall be terminated or cancelled in writing. A Consumer Customer can nevertheless terminate a telephone network subscription verbally.

## 11. Miscellaneous

### 11.1 Notifications.

The Customer shall send written notifications connected with this Contract to Saunalahti Group's address or e-mail address, which is mentioned in the Service Contract or notified subsequently.

Saunalahti Group must send written notifications concerning this Contract to the Customer's last-notified billing address or to the telefax number or e-mail address, which the Customer has reported to Saunalahti Group or as a text message to the Customer's mobile subscription number. Notifications mailed by Saunalahti Group shall be considered to have reached the Customer on the seventh (7th) day from their dispatch. Notifications sent by e-mail, telefax or as a text message shall be considered to have reached the Customer on the next weekday after they were sent.

### 11.2 Force majeure

In accordance with the Contract, the parties shall be released from their obligations and their liability to pay compensation if the breach of contractual obligations or their non-performance is due to a case of force majeure. Grounds for appealing to force majeure are deemed to be an uncommon operations-related event that frustrates fulfilment of the Contract and has arisen after the Contract has been concluded and is beyond the control of the contractual parties and whose effects cannot be reasonably avoided or surmounted. Such an event can be, for example, a war, rebellion, seizure or confiscation for public purposes, suspension of the energy supply, an industrial conflict, fire, thunderstorm or other natural phenomenon, cable damage caused by a third party or some other uncommon cause, which is similar in its effects and is beyond the control of the parties to the Contract.

If fulfilment of a contractual obligation is delayed for any of the above-mentioned reasons, the period for fulfilment of the contractual obligation shall be extended for a period that is to be considered reasonable, taking into account all the circumstances affecting the case.

### 11.3 Resolution of disputes

Disputes arising from the Service Contract or from the services used on the basis of it, insofar as they cannot be settled through negotiations, shall be resolved in the Helsinki District Court. A Consumer Customer can nevertheless also bring a legal action in a lower court of the locality in whose jurisdiction he/she resides. A

Consumer Customer shall furthermore have the right to bring a matter before the Consumer Complaint Board.

### 11.4 Governing Law

This contract shall be governed by Finnish law.

## 12 Validity of the Terms and Conditions of Delivery

### 12.1 Entry into force of the Terms and Conditions of Delivery

These Terms and Conditions shall enter into force when they have been published on Saunalahti Group's website (www pages) or when they have been duly communicated to the Customer, and they shall be in force until further notice as from the first March 2007. The Terms and Conditions of Delivery are available from Saunalahti Group without charge.

These Terms and Conditions of Delivery supersede all general Terms and Conditions of Contract and Delivery previously issued by Saunalahti Group and its Group companies.

### 12.2 Changes in the Terms and Conditions of Delivery

Saunalahti Group can alter these Terms and Conditions of Delivery. The Terms and Conditions can nevertheless only be amended to the detriment of a Consumer Customer subject to the proviso that the content of the Contract does not as a whole change substantially on the following grounds; because of an update to the service, new features, additional services, the technology becoming obsolete, changes caused by Saunalahti Group's subcontractors, the rising cost of the service, a reduction in the number of users or profitability of the service or because of changes to the price list, the pricing systems and/or agreement systems. In addition, Saunalahti Group can amend a Consumer Customer's Terms and Conditions of Delivery in the following situations:

- pursuant to a legislative change or a decision of the authorities based on it;

- for some other special reason subsequent to a major change in circumstances such that it would not reasonably be possible to continue the contractual relationship or service without amending the Terms and Conditions;

such a change can be, for example, a change that has taken place in the pricing of the production costs of a Saunalahti Group operator or other corresponding party or a similar change that has taken place in the operating conditions and has been substantially beyond Saunalahti Group's control.

The Customer shall be informed of the new Terms and Conditions of Delivery at least one month before their entry into force by way of a customer bulletin, in a customer magazine that is delivered to Customers or in some other manner in writing, for example, as a billing enclosure. In respect of Consumer Customers, a substantial change is considered to be a change whereby the Service is altered such that its quality or nature changes or its costs rise in a manner that is of significance for the Service costs borne by an average consumer, or a Consumer Customer has to purchase an item of terminal equipment enabling use of the new service.

The amended Terms and Conditions of Delivery shall also be applied to Contracts made prior to their entry into force.

When the Terms and Conditions have been amended, a Consumer Customer shall have the right for one month to terminate the Contract, without observing the period of notice, with effect within two weeks in respect of the service, which is affected by the amended term. If a Consumer Customer terminates the Contract owing to changes in the Terms and Conditions of the Contract implemented by Saunalahti Group, Saunalahti Group will refund to the Consumer Customer all payments made in advance, which relate to the time after termination of the Contract.

Translation from the Finnish Terms and Conditions. In case of any discrepancies between the language version, the Finnish original Terms and Conditions prevail.