

Lounea Yritysratkaisut Oy's Special Terms and Conditions for Communications Services provided for Undertakings and Entities 1.3.2022

This is an unofficial translation. If there are any inconsistencies between the Finnish and English versions, the Finnish version shall prevail.

1. APPLICATION

- 1.1. These Special Contractual Terms and Conditions are applied to communications services provided by the Supplier to undertakings and entities.
- 1.2. In addition to these Special Terms and Conditions, the Supplier's valid General Contractual Terms and Conditions for undertakings and entities are applied to communications services. If these special terms and conditions conflict with the general terms and conditions, these special terms and conditions shall have priority.
- 1.3. In addition to the General Terms and Conditions and these Special Terms and Conditions, other contractual terms may be applicable to the communications service. If these Special Terms and Conditions conflict with service group, service or campaign-specific contractual terms, the service group, service or campaign-specific contractual terms shall have priority.
- 1.4. Sections 106 b, 108 a(1), 108 a(3), 109(2), 112(1), 113, 118, 119, 121-124, 125(2)-125(4), 126, 134(1) and 135 of the Act on Electronic Communications Services (7.11.2014/917) shall not be applied to a Communications Service Agreement.

2. DEFINITIONS

- 2.1. **Client** shall mean an undertaking, entity or other actor that will conclude or has concluded a communications service agreement for a purpose other than telecommunications operations with the supplier.
- 2.2. **User** shall mean a natural person who uses a communications service.
- 2.3. **Legislation** shall mean acts, statutes, orders and decisions by authorities as well as other mandatory radio decisions in force at any given moment.
- 2.4. **Supplier** shall mean Lounea Yritysratkaisut Oy or a party that belongs to the same Group of companies as the Supplier at any given moment.
- 2.5. **A communications service** shall mean an Internet access service, public telephone service, interpersonal communications service or other service

specified in the Communications Service Agreement consisting either completely or primarily of transmitting messages in a communications network.

- 2.6. **A Communications Service Agreement** shall mean the agreement on a communications service between the Client and the Supplier.
- 2.7. **A communications network** shall mean a system comprising cables and devices joined to each other for the purpose of transmitting or distributing messages by wire, radio waves, optically or in some other electromagnetic manner.

3. CONCLUSION OF A COMMUNICATIONS SERVICE AGREEMENT

- 3.1. A Communications Service Agreement shall be concluded in writing.
- 3.2. The Communications Service Agreement states when the Communications Service Agreement enters into force.

4. DELIVERY AND USE OF A COMMUNICATIONS SERVICE

- 4.1. The Supplier shall deliver a communications service according to the Communications Service Agreement.
- 4.2. The Supplier shall be responsible for its communications network. The Supplier shall not be responsible for any other communications networks, a third-party service or other factors that are beyond the Supplier's control.
- 4.3. In addition to what has been agreed elsewhere, the Client shall be responsible for the electrical network and internal communications network of the delivery object as well as for any work related to them.
- 4.4. In addition to what has been agreed elsewhere, the delivery of the communications service is conditional on that (a) the Client gives the Supplier the necessary drawings of the delivery object and information on the hardware and software used in the communications service, other than those under the Supplier's responsibility; (b) the hardware and software that is not under the Supplier's responsibility function and comply with legal requirements; (c) the premises that are not under the Supplier's responsibility are in proper condition and comply with legal requirements; and that (d) a sufficient subscriber connection is available for the delivery object and the delivery object has an adequate electrical network and an internal communications network that comply with legal requirements.
- 4.5. The communications service does not comprise terminal devices, other hardware or software. Delivery of hardware or software may be agreed on separate, if necessary.

- 4.6. The communications service typically contains that Supplier transmits messages in its communications network. The Client shall be responsible for the communications and material that it sends. The Supplier shall not be responsible for the contents of the communications or the material sent or received through the communications service.
- 4.7. Uninterrupted function cannot be guaranteed for a communications service. Short and occasional interruptions and disturbances as well as delays of messages and their unsuccessful transmission are typical for communications services, and these are not regarded as defects.
- 4.8. The Supplier has the right to execute and perform traffic management measures in accordance with Regulation (EU) 2015/2120.
- 4.9. The communications service shall be used in such a manner that it does not cause unreasonable load. The Supplier is entitled to measure and modify data communications in order to avoid overloading.
- 4.10. The Client is not entitled to transfer third-party traffic through the communications service, distribute the communications service to a third party or resell the communications service without prior written consent by the Supplier.
- 4.11. The Client or a device or software that the Client is responsible for may not cause disturbance, disadvantage or damage to a communications network, communications service, other service connected to the communications network, a device, user of the communications network, Supplier or a third party. If disturbance, disadvantage or damage is caused, the Client shall take immediate measures to correct the situation and, if necessary, disconnect a device or software causing disturbance, disadvantage or damage from the communications network. The Supplier shall have the right to disconnect a device or software causing disturbance, disadvantage or damage from the communications network without hearing the Client.
- 4.12. In addition to what has been agreed elsewhere, the Supplier has the right to temporarily interrupt or restrict the use of a communications service for a total of not more than 24 hours per calendar month, if this is necessary due to construction or maintenance of the communications network or for reasons of information security. The Supplier shall inform the Client of the interruption or restriction on its website or by other appropriate means well in advance or, if this is not possible by reasonable means, without undue delay after the Supplier has been informed of such a circumstance. The Client is obliged to pay the basic fees and other fees as set out in the Communications Service Agreement, even if the communications service has not been available to the Client for a reason set out in this section.

- 4.13. The Client does not have the right to alter, correct or service the communications service without prior written consent by the Supplier.
- 4.14. The Supplier has the right to close a communications service or to restrict its use, if the Client has not within two weeks of the date on which a request for payment was sent paid a matured fee of at least 50 euros arising from the communications service. The Supplier does not, however, close the communications service or restrict its use on the grounds mentioned above, if (a) the Client submits a justified and specified complaint about the invoice before the due date and pays the undisputed part of the invoice within the prescribed period or (b) the matured fee is related to the reception of some other service than the communications service.
- 4.15. The Supplier also has the right to close the communications service if (a) the Client is declared bankrupt or a public authority has found the Client to be otherwise insolvent and the Client does not set a reasonable security; (b) the Client does not comply with other contractual terms than those concerning the fee, despite a request to do so; or (c) the Client or a user has been charged with a disruption of communications using the communications service.
- 4.16. The Supplier also has the right to restrict the use of a communications service if the spending limit of the communications service is exceeded. After having learnt that the spending limit has been exceeded, the Supplier shall inform the user on this and instruct the user on how to prevent the restriction. After this, the Supplier restricts the use of the communications service.
- 4.17. The Supplier has the right not to connect calls or otherwise bar the use of a communications service if it is evident that the service seeks unlawful financial benefit and incurs charges for the Client.
- 4.18. The Supplier is obliged to bar the use of a communications service, if so ordered by a competent authority or court of law.
- 4.19. Based on law, the Supplier is obliged, on request, to bar the use of another telecommunications operator's communications service, if (a) a requirement laid down in sections 4.14 to 4.18 is met and (b) the other telecommunications operator is not itself able to bar the use of its communications service.
- 4.20. Based on law, the Supplier shall close a communications service or bar its use without delay if the Client, a user, the police, an insurance company or another telecommunications operator reports that a terminal device, an ID entitling to the use of the communications service or another device used in managing the communications service has been stolen, lost, is in someone's unlawful possession or has been unlawfully used and requests that the communications service be closed or its use barred. The Client shall be responsible for the use of the communications service and the fees arising from it even in these cases,

regardless of its diligence, until the Supplier has closed the communications service or barred its use.

- 4.21. In addition to what has been agreed elsewhere, the Supplier has the right to bar the use of a service other than a communications service or restrict its use if (a) the Client does not pay a matured bill for the other service within two weeks of the date on which the request for payment was sent; (b) the spending limit is exceeded; or (c) the barring or restriction is necessary to prevent misuse and damages. The Supplier shall inform the Client of the barring or restriction of use mentioned above without undue delay.
- 4.22. In addition to what has been agreed elsewhere, the Supplier has the right not to connect calls or otherwise bar the use of a service other than communications service, if it is evident that the service seeks unlawful financial benefit and incurs charges for the Client.
- 4.23. The Supplier may, but is not obliged to, offer the Client other barring services than those referred to above as well. The Supplier has the right to charge for the barring services fees based on the Communications Service Agreement.
- 4.24. On the Client's request, the Supplier shall reopen a closed communications service or remove a restriction on use as soon as the restriction on use, barring or closure of the service is no longer justified, provided that the Communications Service Agreement is still in force. The Client is liable to pay the fees based on the Communications Service Agreement for the reopening or removal of a restriction on use.
- 4.25. The Client has the right to prevent the displaying of its telephone number on the receiving telephone, either permanently or call-by-call, free of charge. The Client may, free of charge, prevent displaying the telephone number of an incoming call on its telephone as well as the identification of the subscriber connection to which incoming calls have been forwarded. The Client also has the right to prevent the reception of calls with barred identification, if this is technically possible without undue cost, for a fee defined in the Communications Service Agreement.
- 4.26. Based on law, the Client has the right to retain its telephone number when changing the telecommunications operator providing the service. The telephone number portability obligation does not however apply to the Supplier when the porting takes place between a fixed telephone network and a mobile communications network. The Supplier has the right to give telephone numbers, e-mail addresses and other such IDs to a third party, if they have not been used by the Client for 6 months.
- 4.27. An invoice for the use of the communications service is itemised according to the Supplier's invoicing practice. The Client or user has the right to get, on request, a connection-specific itemisation of a telephone invoice, as provided by law. In addition, the Supplier may offer the Client reports or other

information to the extent this is possible technically and as provided by law. The Client is liable to handle reports and other information according to the restrictions based on law, if applicable. The Supplier has the right to charge for the itemisations, reports and other information fees based on the Communications Service Agreement. A connection-specific itemisation of a telephone invoice requested by the Client is free of charge, however.

5. VALIDITY OF A COMMUNICATIONS SERVICE AGREEMENT

- 5.1. A Communications Service Agreement shall be valid until further notice unless otherwise agreed in writing.
- 5.2. A time-limited Communications Service Agreement is valid during the agreed period and will continue to be in force thereafter until further notice, unless the Client and Supplier conclude another time-limited Communications Service Agreement.
- 5.3. The Client may terminate a Communications Service Agreement valid until further notice at two weeks' notice by informing the Supplier of this either orally or in writing. The Supplier shall send the Client a written confirmation of the termination notice.
- 5.4. The Supplier may terminate a time-limited Communications Service Agreement at 3 months' notice by informing the Client of this in writing.

6. ANNULMENT OF A COMMUNICATIONS SERVICE AGREEMENT

- 6.1. The Client has the right to annul a Communications Service Agreement due to a defect or delay in the communications service, if the Supplier's breach of agreement is considerable. The annulment may concern only the service that is delayed or defective. The Client shall inform the Supplier of the annulment orally or in writing.
- 6.2. The Supplier has the right to annul a Communications Service Agreement if the communications service has been closed for at least one month and the reasons for closure still apply. The Supplier shall inform the Client of the annulment of the Communications Service Agreement in writing.

7. AMENDMENT OF CONTRACTUAL TERMS, CONTACT INFORMATION, NOTICES AND PROCESSING OF CLIENT DATA

- 7.1. The Supplier has the right to amend the prices or other contractual terms of the communications service in a manner that is detrimental to the Client by informing the Client of the amendment, the grounds for the amendment and the Client's right of termination in writing no later than one month before the amendment enters into force. If the amendment is caused by legislation, the Supplier has, in deviation to the above, the right to carry out the amendment when the legislation enters into force. If the Supplier amends the prices or

other contractual terms of the communications service in a manner that is detrimental to the Client, the Client has the right to terminate the communications service regarding the communications service to be amended immediately by informing the Supplier of this in writing no later than on the day when the amendment enters into force. If the amendment is directly due to an amendment of legislation, the Client however does not have the right to terminate a fixed-term Communications Service Agreement.

- 7.2. In addition to what has been agreed elsewhere, the Client is liable to give the Supplier the name and contact information of the user when concluding the Communications Service Agreement and to notify of any changes in them without undue delay.
- 7.3. The Supplier has the right to inform a user of the interruption, closing, barring or restriction of use of a communications service, of its reopening or the removal of a use restriction or of other circumstances that have an impact on the use or availability of a communications service. If the Supplier informs the user of the circumstance, the Client shall also be deemed informed of the circumstance.
- 7.4. The Supplier has the right to inform the Client of a user's breaches of the agreement.
- 7.5. As provided by law, the Supplier shall for its part ensure that the contact information concerning the Client's name, address and telephone number is collected and published in a generally available, comprehensive and reasonably priced telephone directory. The Client or a user may prohibit the provision or publication of information or restrict the provision or publication of the information and request the correction of incorrect information, as provided by law. Any incorrect information in a printed directory shall be corrected in the following directory.

8. THE CONTRACTUAL TERMS' ENTRY INTO FORCE AND AVAILABILITY

- 8.1. These Special Terms and Conditions shall enter into force on 1.3.2022 and remain in force until further notice.
- 8.2. The price lists and other contractual terms and conditions are available free of charge on the Supplier's website and at its customer service.