

# Contractual Terms And Conditions On The Provision Of Payment Services To Subscribers



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# Contractual Terms And Conditions On The Provision Of Payment Services To Subscribers



## 1. Scope of the terms and conditions of agreement

In addition to the terms and conditions of the subscription agreement, these terms and conditions of agreement on the provision of payment services to subscribers apply to the payment feature of a telephone subscription or other communications subscription. The payment feature is available for the duration of the term of the subscription agreement. The term of the subscription agreement is determined by the terms and conditions of the subscription agreement. The payment feature can be deactivated without terminating the subscription agreement. The payment feature is discontinued by blocking the service in the subscription in question. The payment feature is not available with all Telia subscription types.

## 2. Definitions

1) Payment service number refers to the destination codes that have been issued for payment service numbers in the applicable FICORA regulation on Numbering in a public telephone network. At the date of entry into force of the terms and conditions of agreement, the payment service numbers are: 0606-, 0707-, 0708-prefixed telephone numbers and 169-, 177- or 178-prefixed SMS numbers in Finland. The maximum limit for charges for calling or sending messages to payment service numbers is €60. These terms and conditions of agreement on the provision of payment services to subscribers apply to calling or sending messages to payment service numbers.

2) Customer refers to a person who has concluded a subscription agreement or a person to whose possession a low value payment instrument has been transferred.

3) Payee refers to the recipient of the payment transferred by means of the payment feature.

4) Low value payment instrument refers to a payment feature with which a maximum payment of €60 can be made. The payment feature of a subscription is a low value payment instrument.

5) A payment feature not included in the scope of application refers to payment transactions of no more than 50 euros charged to the Customer in connection with billing on the basis of the use of a communications service, with the maximum combined amount being 300 euros a month per subscription; these include payment transactions for purchasing digital content or voice-based services, payment transactions that are implemented with or through an electronic device in connection with charitable activities, or payment transactions for purchasing travel tickets, parking time, event tickets, or other similar tickets. These terms and conditions apply insofar as an individual payment transaction of the type described above exceeds 50 euros but is less than 60 euros, or if the combined amount of the transactions exceeds 300 euros per month.

## 3. Provider of payment services

Service provider: Telia Finland Oyj, business ID: 1475607-9 Registered office: Helsinki. Address: Pasilan asemaaukio 1, 00520 Helsinki, web address: [telia.fi](https://telia.fi)

## 4. Supervising authorities

Supervising authorities: The provision of payment services in Finland is supervised by the Financial Supervision Authority, Snellmaninkatu 6, P. O. Box 103, 00101 Helsinki, tel. +358 9 183 51, [finanssivalvonta.fi](https://finanssivalvonta.fi), and, for consumers, also by the Consumer Ombudsman, P. O. Box 5, 00531 Helsinki, tel. +358 29 505 3000, [kkv.fi](https://kkv.fi).

Customers may report actions of or disputes with the Service provider to the above authorities.

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## 5. Use of the service and restrictions thereto

### 5.1 Payment transactions

Payment transactions are made by calling or sending a message by a telephone or other device to a payment service number in Finland or by using an application or online service that enables payment transactions. The customer is identified on the basis of the subscription number or other subscription ID and the payment is transferred to the Payee or the Payee's Service provider. The payment is applied in the manner laid down in the subscription agreement, either by applying it to the customer's telephone bill or by debiting the customer's prepaid account.

### 5.2 Initiation of a payment option

Initiation of a payment order occurs when a customer initiates payment by calling, sending an SMS or other type of message or by using an application or an online service (Consent to initiation of payment order). The use of strong authentication may be required by the Service provider or the Payee from a Customer when they are initiating a payment order. The execution of a payment order requires strong authentication in at least situations where the amount of the payment transaction exceeds 30 euros, the total amount of payment transactions exceeds 100 euros monthly or the number of payment transactions exceeds five. The payment order is transferred to the Service provider. A payment order cannot be cancelled after it has been made. In order to initiate a payment order, a Customer needs to have a terminal device or an application that is capable of sending and receiving the information required in order to initiate, execute and authenticate payment and a device in which such an application can be used.

The initiation of a payment order requires a functional carrier-supported data communications connection. In addition, communications to the number or contact in question must not be prevented. The sum of the payment order is based on the charge of the Payment service number or a charge announced during the phone call. In addition, the sum of the payment order can also be based on a sum indicated by an application or online service managed by the Payee, a charge for a received message or a sum specified on the basis of the contents of the communications.

The Payee must inform the customer of the sum of the payment order in its marketing materials, for example, as laid down in the Finnish law. By initiating payment, a customer confirms that they are aware of the sum of the payment and accept it. The payment may be subject to the value added tax. If so, it is indicated on the bill and the itemisation thereof. A customer must not initiate a payment order if the sum of the payment has not been indicated clearly.

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## 5.3 Reception and execution of a payment order

The Service provider transfers the payment order to the Payee or to the Payee's Service provider. The payment is executed and the Payee identified on the basis of the Payment service number, other message number, address, information communicated by an application (e.g. mobile certificate) or some other unique identifier of the Payee. The execution of low value payment is subject to the practices for settling and transferring communications charges and the agreement concluded with the Payee. The Service provider has the right to transfer the payment-related details of the Customer with the payment.

## 5.4 Non-execution of a payment order and cancellation of a payment transaction

The Service provider has the right to refuse to execute a payment order if the Customer's account balance is insufficient, if the usage limit set for the Customer's subscription has been exceeded, the account balance limit or the balance limit of the payment feature has been exceeded or if the customer has not used strong authentication in connection with the execution of a payment transaction. As regards any payment feature not included in the scope of application, the Service provider may require the Customer to use strong authentication during the execution of a payment transaction charged on time basis or cancel the execution of the transaction in accordance with the payment feature's limits for individual transactions. The service provider can set a monthly or billing period-specific usage limit or a Payee-specific usage limit for a payment feature or part thereof. When the monthly or billing period-specific usage limit has been reached, the execution of Payment transactions can be prevented or strong e-authentication may be required for the execution of payment transactions. The usage limit can be implemented by, for example, setting blocks for using the subscription for any service groups offering payment services included in the barring categories defined by the Finnish Communications Regulatory Authority.

Based on the features of the Customer's phone, other terminal device or application, the non-execution of a payment may be manifested in a number of ways: a call will not connect or is blocked, message sending fails or the customer gets a notification that the message cannot be transmitted, or the customer gets a notification that the usage limit has been exceeded. The Service provider does not notify Customers of refusals to execute a low value payment if the refusal can be deduced from the context when a payment is not executed or is refused to be executed, for example because the transmission of a message does not succeed or an incoming message does not arrive in a terminal device.

## 5.5 Geographical limitation of use

Payment orders can only be made to Payment service numbers operating in Finland. The execution of payment orders from abroad may be blocked.

## 6. Charges and interest related to the service

### 6.1 Charging of a payment order

Payment orders are charged to a mobile phone bill. They can also be deducted from the Customer's account balance.

### 6.2 Itemisation of payment transactions

Payment transactions are itemised on the itemisation page of each bill. The itemisations list the date and time and sum of each charge. On the Payee, the itemisation lists the Payment service number or other unique identifier in the extent allowed by the applicable legislation.

The service itemisation that contains the payment transactions is available to the Customer free of charge in the Customer's online service for six (6) months from the bill date. Other itemisations and printed itemisations are subject to the listed charge.

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## 6.3 Communications service charges

In addition to the payment referred to above, any charges for the communications services related to the payment order, if any, are charged to the Customer in accordance with the carrier's price list for communications services and the applicable subscription agreement. The communications service charges are listed in the itemisation for communications services.

## 6.4 Maturity, penalty interest and collection costs

Unless otherwise agreed with the Customer, all payments fall due on the due date of the bill for communications services in which the payments are included. If a customer fails to pay in the bill in due time, the penalty interest as referred to in the subscription agreement or other communications service agreement becomes applicable. The customer is liable for any collection costs.

## 7. Security and responsibilities

### 7.1 Customer's responsibilities

The Customer must handle and store the terminal device, application or other payment instrument (Payment instrument) that has the payment feature with care and take extra precaution to ensure safe payment. Extra precaution is required in protecting, storing and using the Payment instrument because a special code or a certificate is usually not required for using the payment feature.

Unauthorised use of the payment instrument must be prevented by protecting the subscription by means of a personal identifier (such as a PIN code), terminal devices by means of a security code or a similar method and Wi-Fi data access by means of a password in situations where the Customer shares their data connection, if possible.

### 7.2 Report of loss, blocking of payment feature

If a Payment instrument is lost, suspected to be lost, in the possession of an unauthorised person, misused or suspected to be misused, the Customer must notify the Service provider thereof without delay so that the Customer's payment feature can be deactivated (Report of loss). The report must be filed by telephone to the Service provider's customer service number during its opening hours or at any time to a hotline for reports of loss.

The Service provider has the right to deactivate the use of the Payment instrument or the transfer of payment if

1) the safety of the use of the Payment instrument is compromised, 2) there is reason to suspect the abuse of the Payment instrument, 3) the Customer is insolvent or has sought bankruptcy or debt adjustment, 4) the service fees for the service have not been paid, 5) the Customer materially breaches these terms or 6) the Customer uses the services in violation of law or accepted practice, or 7) the risk of the non-fulfilment of the Customer's bill on its due date is significantly elevated.

Use of a service may also be prevented because of terms or regulations applicable to the subscription. The Service provider must notify the Customer of prevention of use in the same manner as the Customer becomes aware of the non-execution of a payment transfer.

### 7.3 Liability for unauthorised use

The customer is liable for the payments and any unlawful use of the payment instrument if they have:

1) given possession of the payment instrument, telephone or other subscription terminal device to another person; 2) used or stored the payment instrument, telephone or other subscription terminal device negligently or carelessly; 3) not immediately reported the loss or suspected loss of the payment instrument, telephone or other subscription terminal device or the aforementioned being in the possession of another party or being used in an unauthorised manner.

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The liability of a Consumer Customer for unauthorised use shall cease at and not exceed 50 euros, if the unauthorised use is based on use cases conformant to items 2 and 3 and if the Consumer Customer has not acted intentionally or with gross negligence, as soon as the Service provider has received the Loss report. Notwithstanding the above, the Customer is not liable for unauthorised use if the Service provider, the Payee or the Payee's Service provider have not required the payer the use of strong authentication.

The liability of a non-consumer customer is determined on the basis of the subscription agreement after the Report of loss has been filed. A customer always carries full liability for unlawful use and damages suffered if the customer or some other user of the payment instrument has acted intentionally, fraudulently or with gross negligence or has intentionally filed a false Report of loss.

## 7.4 Liability for damages and limitations of liability

The liability of the Service provider towards a non-consumer customer is limited to the rectification of a faulty or inadequate payment or indemnification of funds, and the Customer is obliged to prove the unlawful use of a payment instrument on demand.

In addition to the costs the Service provider has collected from the Customer on the Payment transaction, the Service provider is only liable to indemnify the immediate damages arising from the Service provider's violation of legislation or terms and conditions of agreement applicable to the payment in connection with the transfer of the said payment. Necessary investigation costs to a consumer customer from determining error or negligence constitute such damages.

The Customer is liable for all damages resulting from the Service provider's failure to transfer a payment because of insufficient funds or account balance and for damages resulting from the Customer's violation of legislation or agreement.

The customer must take reasonable measures in order to limit the extent of their damages. The customer is liable for damages resulting from negligence to limit the extent of their damages.

A Service provider or a representative of the Service provider or a payment institution acting on behalf of the Service provider or some other payment institution participating in the execution of the payment must be not held liable for indirect damages caused to the Customer or a third party by error or negligence related to the payment feature or the execution or transfer of a payment, including but not limited to loss of income, profit or savings or financial damages or damages that the Service provider was unable to anticipate.

Furthermore, the Service provider must not be held liable for damage resulting from the fulfillment of the legislation or terms and conditions of agreement applicable to the payment that are in violation of other legislation or legal obligations.

The damage award due to a Customer on account of a process which violates legislation or terms and conditions of agreement applicable to payment functionalities or payments must be reduced and adjusted if it is disproportionate in view of the cause of non-compliance, the Customer's contribution to the damage, the consideration due for the payment feature or payment and the Service provider's opportunity to anticipate or prevent the damage, and other conditions.

## 7.5 Claim for indemnity

A Consumer Customer is not entitled to indemnity for direct damages from the Service provider if the Consumer Customer does not report the error to the Service provider and present a claim for indemnity in reasonable time but no later than two (2) months from the date on which the Consumer Customer detected or should have detected the error.

A non-consumer customer must file all claims related to the payment feature for indemnity and other claims within fourteen (14) days of receiving the bill on the billing period to which it is related, after which the right to indemnity expires.

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## 7.6 Refund, non-payment, incorrect payment

By means of the payment feature, the Service provider only transfers payments for which the Customer has initiated a payment order. In the event of an error in a payment, an unauthorised or non-executed payment transaction or if the Customer is in their view entitled to a refund, the Customer must notify the Service provider immediately thereof.

A Customer who, by virtue of the Information Society Code, has a right to refuse to make a payment or be awarded a refund, indemnity or other monetary contribution from the Payee in the event of a breach of agreement, also has this right towards the Service provider that has charged a/the commodity to the Customer. However, the refund paid by the Service provider to the customer must not exceed the sum of the payments the Customer has made to the Service provider.

If a report has not been filed without undue delay or no later than 13 months after the event, the Customer forfeits their right to claim a refund or other indemnity or compensation with regard to the matter. A non-consumer customer is obliged to present a claim as referred to in this paragraph no later than eight (8) days from receiving the bill on the billing period to which the claim is related, after which the right to indemnity expires.

The Customer must handle any complaints concerning a paid product or service with the product vendor or service supplier.

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A response to complaints concerning the payment service will be provided within 15 business days. Should the provision of a response be delayed owing to a reason not attributable to Telia, Telia shall provide the customer with a temporary response that states the cause of the delayed response and a deadline by which the customer will receive a final answer.

## 8. Communication and changes in the service and terms and conditions of agreement

### 8.1 Communications

The Service provider may communicate with the Customer by sending information to the subscription number with which the payment feature is associated, to the Customer's online service, on a bill or by communicating using any other contact information provided by the Customer. A report is deemed to be received no later than on the seventh day from the date on which the report was sent or made available.

The payment transaction data are listed in the Customer's online service and on their bill. The Customer must make sure that they have the devices and connection required for using the online service. The Service provider may also send the information to the Customer using other contact information given by the Customer.

The Customer's agreement details and current terms and conditions of agreement and other information required by law are available for access and printing by the Customer in the online service during the validity period of the payment feature.

Threats relating to fraudulent activities or security threats can be communicated to the customer, for example, by email, SMS or telephone, by directing the customer to a certain information page via a browser, or by using bulletins.

The language used in the delivery of the service and in customer communications is Finnish or Swedish as agreed between the parties. If there are differences between the language versions, the Finnish terms and conditions prevail.

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## 8.2 Changes to the service

The Service provider may make technical adjustments to the service. Any significant changes and service outages must be communicated on the Service provider's website or the Customer's online service.

## 8.3 Changes in the terms and conditions of agreement and price list

The Service provider has the right to amend the terms of the payment service and the price list for the service. The change shall be communicated to the Customer in the online service or the Service provider's website. The Customer is delivered a notification of the change either by SMS to a telephone or other device, on a bill or in writing using the Customer-provided contact information. The applicable terms and conditions of agreement on the provision of payment services to the subscriber are available in full on the website of the Service provider. The change becomes effective on the date stated by the Service provider, but not before two (2) months from the notification. The Customer has the right to terminate the payment feature by the entry into force of such a change by notifying the Service provider thereof in writing.

The Customer may also call the customer service of the Service provider. At the expiry of the agreement, the Service provider has the right to discontinue payment transfers immediately. The termination of the payment feature does not affect the term of the agreement on the communications service or telephone subscription but it may affect the content and available services of the communications service. The Customer must notify the Service provider of any changes in their contact information.

## 9. Force majeure

A party to the agreement is not liable for damages if they can prove that they were prevented from fulfilling their obligations because of an unusual and unforeseen reason which they were unable to influence and the consequences of which could not have been avoided with all due care. Furthermore, the Service provider is not liable for any damages resulting from the fulfilment of obligations based on this agreement if they are in violation of obligations imposed on the Service provider by other legislation. A party to the agreement is obliged to notify the other party of any force majeure without delay. The Service provider may communicate force majeure on its websites or using a nationwide medium, for example.

## 10. Customer details

By using a payment feature, the Customer expressly accepts that in order to execute payment transactions, the Service provider will process the customer's personal data needed to provide the payment service.

The Service provider has the right to process Customer data and billing data within the Service provider and the Service provider's group of companies for all lawful purposes and in particular in order to establish the Customer's solvency. The Service provider has the right to transfer information on the Customer to third parties in the cases referred to in the privacy policy.

## 11. Term and expiry of payment feature (framework agreement)

A payment feature activated for a telephone subscription is valid until further notice in the case of both a fixed-term and an indefinite agreement. The payment feature of a telephone subscription is always discontinued when the telephone subscription is terminated for any reason.

The Customer has the right to terminate the payment feature with immediate effect on the date on which the Service provider receives the notice of termination. The Service provider has the right to terminate the agreement with two (2) months' notice in the case of Consumer Customers and with fourteen (14) days' notice in the case of non-consumer customers.

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The Service provider has the right to communicate the terminate of agreement to the Customer in the Customer's online service, by SMS to the Customer's telephone or other device, on a bill or, alternatively, in writing using Customer-provided contact information.

If the payment feature is discontinued in a situation where the term of a telephone subscription or the subscription to some other communications service continues, the termination of the payment feature may have an effect on the content and available services of the communication service with the effect that communication to certain service numbers will no longer be possible.

Both the Customer and the Service provider have the right to cancel the agreement on the payment feature with immediate effect if the other party is in material breach of their obligations arising from the agreement. The Service provider has the right to cancel the agreement on the payment feature with immediate effect if the Customer has provided the Service provider with incorrect information.

## 12. Applicable law and place of jurisdiction

Finnish law applies to the payment feature and payments. Any disputes arising are settled in the Helsinki District Court or in the district court of the consumer customer's domicile in Finland.

## 13. Entry into force

These terms and conditions of agreement on the provision of payment services to subscribers will enter into force on 13 September 2019, replacing the terms and conditions that entered into force on 1 February 2018.

For more information on Telia services, visit [telia.fi](https://telia.fi) or call 020 690 400 (local/mobile network charge).