

TERMS OF USE OF THE C MORE SERVICE

These terms of use ("Terms of use") apply to the C More service provided by MTV Oy Oyj (business ID 1093944-1) to consumer customers via a broadband internet connection and services ancillary to the C More service, including TV and mobile services, websites, online publications, online communities, online stores and online competitions, and other free or paid services ("Service").

Use of the Service requires that the user complies with (i) these Terms of use, (ii) any additional terms of individual ancillary services and other terms of contract and registration, and (iii) the terms of use and other terms of free or paid services provided by third parties and available via the Service. In addition, before accepting these Terms of use and starting use of the Service, the user must carefully review the Privacy policy concerning the Service ("Privacy policy"). The privacy policy is available at <http://mtvyritys.fi/cmored/tietosuoja>.

If the special terms applicable to the Service are in conflict with these Terms of use, the special terms take precedence. In addition, services provided by third parties are subject to the terms of contract of the respective third parties.

The agreement between the user and MTV Oy on paid services included in the Service enters into force after the user has registered for the Service, accepted the applicable Terms of use, reviewed the Privacy policy and paid the fees required to use the service and after MTV Oy has approved the user. Any supplementary services purchased later become part of the agreement and are subject to these Terms of use.

1. Right of use and registration

1.1. Right to use the service

MTV Oy grants the user the right to use the Service for personal use in accordance with the Terms of use in force at the time. The right of use is personal and does not entitle the user to use the Service for commercial purposes without a separate agreement with MTV Oy. Current restrictions on the simultaneous use of the Service on multiple devices can be found on the Service's website at cmored.fi.

The user does not have the right to transfer any rights or obligations under these Terms of use to a third party without MTV Oy's prior written consent. MTV Oy has the right, without separate consent, to transfer all or part of the rights and obligations of these Terms of use to a third party in connection with a business acquisition or transaction or similar business arrangement, to another company belonging to the same group at any given time, or to a receiving company of an outsourcing project, by notifying of the transfer in the Service.

The user agrees to use the Service in accordance with all applicable laws, rules and regulations as well as any other restrictions on the use or content of the Service. The user agrees not to store, copy, share, edit, display, present, publish the content of the Service, use content to create derivative works, offer content for sale, or use the content in a manner other than that permitted by the Terms of use and other terms applicable to the Service.

While using the Service, the user may not engage in illegal activities or any other activities that can be considered fraudulent or misleading (e.g., hacking or identity theft, sharing illegal or inappropriate material, impersonating another person) or violate the privacy of others or compromise the privacy or information security of the Service.

1.2. Registering for the Service

Use of the Service requires registration. When registering, the user agrees to provide the requested information truthfully and in full. The user is responsible for errors or delays that are the result of providing incomplete or outdated information. If the user has intentionally provided false information when registering, MTV Oy has the right to terminate the agreement with immediate effect.

Detailed registration instructions can be found on the Service [website](#).

Registered users must be at least 16 years of age. Underage users may use the Service only under adult supervision. More information about age limits on the contents of the Service can be found at [cmore.fi](#).

The user is responsible for storing the usernames and passwords required to use the Service and for ensuring that they are not disclosed to third parties. Usernames and passwords are used to identify the correct user and, as such, the user is responsible for all transactions and other actions taken with a valid username and password in an individual service. If the user notices or suspects that their credentials are used without permission by a third party, the user must notify MTV Oy immediately. The user also agrees to maintain the information security of devices they use and regularly change passwords in order to ensure confidentiality.

1.3. Free trial periods to the service

When registering for the Service, the user may be granted a free trial period to the Service. If the user receives a free trial period for a product of their choice, the terms below will also apply.

The length of the trial period and the conditions for terminating it are predetermined when placing the order. If the user does not wish to continue using the Service after the free trial period, the user must terminate the subscription on the Oma tili (My account) page of the Service before the trial period ends. If the subscription is not terminated, the trial period will be automatically updated to an indefinitely valid paid subscription under the agreement for the Service after the end of the trial period.

The free trial period is personal and can be used only once. If MTV Oy detects that the user is abusing the free trial period, such as by obtaining several free trial periods with different usernames, MTV Oy has the right to terminate the agreement on the use of the Service and suspend the provision of the Service to the user.

2. Service functionality and changes to the Service

The devices and network connections and their features and other technical requirements for using the Service are listed on the Service [website](#). Using the Service with a VPN connection is not permitted.

The quality of the Service's content may vary depending on, among other factors, the user's device and the speed of the available network connection. More information about video and audio quality in the Service can be found on the Service [website](#).

MTV Oy strives to keep the Service available for the user at all times and without disruptions and to correct any disruptions and interruptions as quickly as possible. However, MTV Oy is not responsible for any inconvenience caused to the user by technical faults and interruptions resulting from maintenance or installation work, including changes to or loss of information contained in the Service or other information or for any problems, disruptions or interruptions related to data transmission and caused by third parties unless otherwise specified by mandatory legislation or the terms of the individual service.

MTV Oy has the right to suspend the provision of the Service or a part of it as the result of changes or upgrades or related technical reasons or as the result of repairs, installation or maintenance of the telecommunications network or any other similar reason, or if required by legislation or other official regulations. MTV Oy limits the duration of the interruption to as brief as possible. If possible, the user will be notified in advance of the interruption. MTV Oy is continuously developing the Service and has the right to change the Service and its content as part of its normal operations at any time in the manner it deems best. MTV Oy has the right to end the production and provision of the Service or a part of it to the user at any time without notice. If the content of the Service changes substantially, the user may terminate the subscription to the Service, regardless of whether the subscription is for a fixed term or indefinite.

3. Service charges

The Service provided by MTV Oy or parts thereof may be free or subject to charge. If the Service is subject to charge, this is stated in connection with the Service or its each individual part.

Use of a paid Service or part thereof requires the payment of the service charge and other fees specified for the Service in question. A paid Service or part thereof may be subject to a subscription charge as well as a charge determined based on usage, time or other grounds and any other charges listed for the service in question. By paying the charge for a specific part of a paid Service, the user receives a personal, non-commercial licence to use said Service.

MTV Oy may adjust the charges and pricing criteria of individual services included in the Service and convert free services to paid services and vice versa. MTV Oy will notify the user at least 30 days in advance of changes in pricing in the Service or by e-mail to the address provided by the user at the time of registering for the Service, for example. The user's rights in connection with the respective price change are described in each notification of changed pricing. Current service charges and pricing criteria are listed on the Service website at <https://www.cmore.fi/tilaa>.

4. Payment

The user is obligated to pay the amount charged in the manner specified for the service in question, such as by invoice, credit card, online bank or mobile device. Available payment methods are listed on the Service [website](#).

MTV Oy has the right to check the user's credit data when the user registers for a paid Service or orders paid products through the Service. MTV Oy has the right to prevent the user from using the paid Service if this is justified by payment default entries in the user's credit data or another acceptable reason.

When purchasing a continuous subscription with a credit card, the service fee is charged to the user's credit card automatically at intervals according to the agreed invoicing cycle. The amount charged is based on the current price list and may change during the validity of the subscription. If the service charge changes during the billing cycle of an existing subscription, the resulting price difference is not refunded to or charged from the customer.

Card payment in the Service's online store is possible using the SSL-encrypted payment form by Nets. MTV Oy does not have access to full payment card information, and the card's full information is not stored in MTV Oy's systems.

MTV Oy has the right to block the user's access to the Service or parts of the Service if payment is delayed and not paid within two (2) weeks of sending a payment reminder. MTV Oy has the right to charge a reasonable fee for reactivating a paid Service or a part thereof.

MTV Oy uses the services of an external service provider, Nets, to handle Visa, Visa Debit, Visa Electron, MasterCard and Debit MasterCard payment transactions related to the Service. MTV Oy uses Paytrail Oyj as the service provider for online bank payments related to the Service. The tasks of Nets and Paytrail Oyj are limited exclusively to providing the payment services referred to above, and Nets and Paytrail Oyj provide customer service to users only with respect to the payment services they provide. If the user is unsure of the party responsible for customer service, the user should get in touch with MTV Oy's customer care for the Service as the first point of contact. Contact information for MTV Oy's customer care for the Service is available at <https://www.cmore.fi/asiakaspalvelu/palaute>.

In questions about card payments, the user can contact Nets using the contact details below.

Nets Denmark A/S, Finnish Branch
Business ID 2858201-4
Mailing address:
Nets

00050 Nets

Visiting address:
Teollisuuskatu 21
FI-00510 Helsinki
Switchboard: +358 9 69641

In questions about online bank payments, the user can contact Paytrail Oy using the contact details below.

Paytrail Oyj
Business ID: 21228397
Innova 2, Lutakonaukio 7
40100 JYVÄSKYLÄ
Telephone: 020 718 1820

5. Subscription periods and termination of the Service

The service can be ordered for an indefinite period as a continuous subscription in subscription periods of 30 days or in subscription periods stated on the Service agreement, or as a fixed-term subscription as specified in the agreement. An indefinite subscription will continue without interruption until the user terminates the subscription. After termination, the user's licence to use the Service continues until the end of the current subscription period. Depending on the Service agreement, a fixed-term subscription may end either automatically after the fixed subscription period or continue indefinitely after the end of the fixed subscription term, in which case the subscription may be terminated after the fixed subscription term.

Subscriptions to the Service can be terminated in the Oma tili (My account) section of the Service.

6. Consumers' right of withdrawal

If the user is a private individual, the user has under the Consumer Protection Act, as a general rule, the right to cancel an order for goods or services by notifying MTV Oy within 14 days of signing the agreement or receiving the goods.

However, the user does not have the aforementioned right of withdrawal in respect of the Service if the online provision of the Service is started with the user's consent before the end of the withdrawal period.

Different return methods and addresses may apply to returns of services or goods provided by third parties. We ask that the user consult the agreement with the third party in question in order to settle the matter.

7. Service content

The Service and individual services and products contained therein are provided "as is". Using the Service is at the user's own risk. Any service-specific warranties are specified in the special terms of the service in question.

MTV Oy does not guarantee (i) that the Service or content and products obtained through the Service meet the user's expectations, (ii) that the Service is available without interruption or in a timely manner, reliably and without flaws, nor (iii) that the accuracy and quality of the information the user receives through the Service is without flaws or otherwise meets the user's expectations.

Information, instructions or advice provided in the Service are general in nature and not intended as legal, commercial, medical or other information, instructions or advice binding on MTV Oy or another service provider and cannot therefore be validly invoked. No demands may be presented against MTV

Oy or another service provider on the basis of such information, instructions or advice. MTV Oy is not liable for any damage caused to the user by the use of incorrect, incomplete or interpretable information contained in the Service.

7.1. Material contained in the Service

The content and appearance of the Service are protected under copyright law and international agreements. Business names, trademarks, logos, product and service brands and slogans appearing in the Service are protected under the Trademarks Act, other intellectual property rights and the Unfair Business Practices Act and international agreements.

The ownership of the Service and all material contained therein, as well as all copyrights and other intellectual property rights, either belong to MTV Oy or are licensed to MTV Oy or belong to a third party. The user receives no rights related to the Service with the exception of the right to use the Service in accordance with these Terms of use and any service-specific special terms and other terms of contract.

The user may not create or commission copies of any of the material contained in the Service or make the material or a part of it available to the public by disseminating, transmitting, presenting or displaying the material publicly without the advance written consent of MTV Oy or other rightsholder or unless otherwise specified by mandatory legislation. The user does not have the right to create new content or a new service from the Service and its material or part thereof. If the user is permitted by mandatory legislation to cite the material contained in the Service, the user is obligated to mention the source in accordance with good practice. The above provision also includes a ban on reprinting in accordance with copyright law.

7.2. Material provided by the user

In certain individual ancillary services included in the Service, the user is given the opportunity to submit or transmit material to MTV Oy via the Service (such as discussion forums and comment fields).

MTV Oy does not review material submitted by users in advance before publication. Before submitting, storing or transmitting material, the user must ensure that the material (a) does not contain any content that is illegal, infringing on other parties' rights, inappropriate or otherwise ineligible for publication, (b) is in accordance with good practice in terms of its content and does not violate the privacy or defame the character of any person and (c) does not contain viruses, Trojan horses or other information security threats. The user is responsible to both MTV Oy and third parties for ensuring that the material submitted for publishing does not infringe a third party's copyright, trademark or other intellectual property rights and does not contain any content that is illegal, rights-infringing (such as the right to privacy), inappropriate, contrary to good practice or otherwise ineligible for publication. The above list of non-permissible material is not exhaustive.

The user grants MTV Oy an unrestricted, worldwide and non-remunerated right to use material submitted to MTV Oy through the Service and its ancillary services in all its operations. MTV Oy has the right to, for example, review and publish all or part of the material submitted to the Service and its ancillary services, as such or in accordance with good journalistic practice. However, MTV Oy is under no obligation to publish such material. MTV Oy does not pay royalties or other compensation to the user for the use of the material submitted by the user in the Service. In addition, the user affirms that they have the right to submit the material for publication in MTV Oy's web services and other services. Material stored in or transmitted via the Service by individual users does not represent the views of MTV Oy or indicate that MTV Oy agrees with the user in question or calls for action in accordance with the material.

MTV Oy has the right to delete messages and other material submitted by users to the Service. As content submitted by users can be deleted from the Service without prior warning, we recommend that users of the service keep backup copies of content submitted to the Service in a location outside the Service. In accordance with Finnish law, the user is held criminally liable and liable for damage for the content of material submitted by them. In addition, the user agrees not to take any action against MTV

Oy in relation to material that the user has submitted to MTV Oy or transmitted through the Service and agrees to reasonably assist MTV Oy defend against any external action brought by a third party arising from material submitted to or transmitted via the Service by the user and to compensate MTV Oy for any damages caused by such material.

8. Third-party services

The service may contain connections and links to external third-party websites, online services and other services. Services and content provided by third parties are subject to the terms of use of the respective third party. Such third-party services also typically provide their own customer service.

As MTV Oy cannot control such third-party websites and services, MTV Oy is not responsible for personal data processing or the use of cookies on such websites and services or for their content, advertising, products or other materials available through such websites and services. Neither is MTV Oy responsible or liable to compensate, directly or indirectly, for damage or loss caused by the use of content, goods or services available on or through third-party websites and services or for trusting information presented on such websites or services. MTV Oy recommends that the user read the terms of use and other terms of the respective third-party online service. If the user has any problems or questions regarding services provided by a third party, we kindly ask the user to primarily get in touch directly with the service provider in question.

9. User's liability for damage

The user is liable to compensate MTV Oy for any damage caused by violating these Terms of use or the applicable service-specific special terms or agreement or by using the Service in violation of the law.

10. Limitation of liability

MTV Oy (including its service providers) is not liable for any direct or indirect damage, including delays, damage caused by unused access to the Service, loss of income, goodwill, access or information or any other financial damage resulting from (i) use of the Service or lack of access to the Service; (ii) the costs of acquiring a replacement product or service, (iii) data or information received through the Service or messages received through the Service; (iv) unauthorised access to data transmissions or unauthorised edits to data; or (v) other circumstances related to the Service.

MTV Oy is responsible for the free or paid Service it provides and for the products it sells through the Service and for the accuracy, quality and functionality of information related to these with applicable consumer protection legislation, taking into account the restrictions of the Terms of use.

11. Information security and processing of personal data

Information on the processing of personal data in connection with the Service is provided in the privacy policy concerning the Service available at <http://mtvyritys.fi/cmored/tietosuoja>. MTV Oy has the right to amend the Privacy Policy in the manner described in the privacy policy. More information on the processing of personal data is also available on MTV Oy's data protection website at <http://mtvyritys.fi/cmored/tietosuoja>.

The Privacy policy specifies the categories of personal data collected in connection with the provision of the Service, the purposes and grounds of processing personal data, practices regarding the retention periods of personal data, and the rights of the user with respect to personal data processing in accordance with data protection legislation. The user must read the privacy policy before using the Service and submitting personal data to MTV Oy.

The user is responsible for organising appropriate data security for their devices and systems. The user is also responsible for purchasing and operating the devices, connections and software

necessary to use the Service and for ensuring that they do not cause harm, disruption or damage to MTV Oy or third parties.

12. Force majeure

A force majeure event relieves MTV Oy of obligations related to the Service and its individual services if said event prevents or unreasonably impedes the performance of the service or its part. Force majeure events include fire, earthquake, flood, explosion, strike or other work stoppage, order issued by the authorities, disruption in energy supply, shortage of raw materials or supplies, war, disruption in cable connections or other communications caused by or resulting from a third party and any other similar reason, the emergence of which was not known to MTV Oy and which could not reasonably have been anticipated.

MTV Oy announces the force majeure event on the Service website immediately after its occurrence, provided that such announcement can be made.

13. Applicable law and settlement of disputes

These Terms of use and the Service, Privacy policy and Service agreement referred to in these Terms of use are governed by Finnish law.

In the event of problems or questions, please contact MTV Oy's customer care. If your matter concerns a product or service by a third party, we ask that you primarily get in touch with the customer service of the third party in question.

Disputes arising from these Terms of use or from the Service, Privacy policy or Service agreement referred to in these Terms of use will be primarily settled through negotiation between the parties. If no settlement is reached, the dispute will be settled in the first instance in the District Court of Helsinki. However, consumer customers have the right to bring action against MTV Oy in the general district court of their place of residence. Consumer customers also have the right to request a recommended ruling by the Consumer Disputes Board.

14. Validity of the Terms of use and agreement and changes

These Terms of use apply to the Service. The right to use the Service and the agreement between the user and MTV Oy may be terminated with immediate effect if the other party materially violates the agreement. Regardless of the termination of the agreement, the provisions of these Terms of use on ownership and copyright, liability for transmitted material and limitations of liability remain in force for as long as they are relevant.

MTV Oy may amend these Terms of use at any time without separate notice. MTV Oy informs users of any changes to these Terms of use in connection with the Service. The user accepts the changes as binding by using the Service or by explicitly approving the changes. The user must stop using the Service if they do not accept the new Terms of use. As MTV Oy may make changes to the Terms of use from time to time, users should regularly revisit these terms in the Service.

The C More terms of use have been published on 14 December 2022 and they will enter into force on 1 February 2023.