



# Terms and conditions of agreement on the provision of payment services to subscribers

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## 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 functionality of a telephone subscription or other communications subscription. The payment functionality 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 functionality can be discontinued without terminating the subscription agreement. The payment functionality is discontinued by blocking the service in the subscription in question. The payment functionality is not available for all Sonera / Tele Finland subscription types.

## 2. Definitions

- 1) Payment service number refers to the destination codes that have been issued for payment service numbers in the valid 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- or 0708-prefixed telephone numbers and 169-, 177- or 178-prefixed SMS numbers in Finland.
- 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 functionality.
- 4) Low value payment instrument refers to a payment functionality with which a maximum payment of 60 euros can be made. The payment functionality of a subscription is a low value payment instrument.

## 3. Provider of payment services

Service provider: TeliaSonera Finland Oyj, business ID: 1475607-9  
Registered office: Helsinki, Address: Teollisuuskatu 15, FIN-00510 Helsinki, website: [www.sonera.fi](http://www.sonera.fi).

## 4. Supervising authorities

Supervising authorities: The supervising authority for payment service provision in Finland is the Financial Supervisory Authority, Snellmanninkatu 6, P. O. Box 103, FIN-00101 Helsinki, tel. +358 (0)1083151, [www.finanssivalvonta.fi](http://www.finanssivalvonta.fi), and in consumer-related issues also the Consumer Ombudsman, P. O. Box 5, FIN-00510 Helsinki, tel. +358 (0)29 505 3000, [www.kkv.fi](http://www.kkv.fi).

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

## 5. Use of the service and restrictions thereto

### 5.1 PAYMENT TRANSACTION

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 customer is charged in the manner laid down in the subscription agreement, either on the telephone bill or by debiting the account balance.

### 5.2 INITIATION OF A PAYMENT INSTRUCTION

Initiation of a payment instruction occurs when a customer initiates payment by calling, sending an SMS or other message or by using an application or an online service (Consent to initiation of payment instruction). The payment instruction is transferred to

the service provider. A payment instruction cannot be cancelled after it has been made. In order to initiate a payment instruction, the customer needs 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 the use of an application requires a device compatible with it.

The initiation of a payment instruction requires a functional operator-supported data communications connection. In addition, communications to the number or contact in question must not be blocked or prevented. The sum of the payment instruction is based on the charge of the payment service number or a charge announced during the phone call. The sum of the payment instruction can also be based on the sum indicated by the application or online service managed by the payee, the 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 instruction in its marketing materials, for example, as laid down in the Finnish law. By initiating a payment instruction, a customer confirms that they are aware of the sum of the payment and accept it. The payment may be subject to value added tax. If so, it is indicated on the bill and the itemization thereof. A customer must not initiate a payment instruction if the sum of the payment has not been indicated clearly.

### 5.3 RECEPTION AND EXECUTION OF A PAYMENT INSTRUCTION

The service provider transfers the payment instruction 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 time of execution of low value payments 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 INSTRUCTION

The service provider has the right to refuse to execute a payment instruction if the customer's account balance is insufficient, the customer has a spending limit on their subscription or an account balance limit or if the account balance limit of the payment functionality has been exceeded. The service provider can set a monthly or billing period-specific limit on the payment functionality.

A service provider's refusal to execute a payment can be manifested in a number of different ways: a call will not connect or is blocked, message sending fails or the customer gets a notification that the message cannot be transmitted. Service providers do not notify customers of non-execution of or refusal to execute a low value payment if this can be deduced from the context, for example when the transmission of a message or the receipt of an incoming message fails.

### 5.5 GEOGRAPHICAL LIMITATION OF USE

Payment instructions can only be sent to payment service numbers operating in Finland. Payment instructions from outside Finland may be blocked.

## 6. Charges and interest related to the service

### 6.1 CHARGING OF A PAYMENT INSTRUCTION

Payment instructions are charged to a mobile

phone bill. They can also be debited from the customer's account balance.

## 6.2 ITEMIZATION OF PAYMENT TRANSACTIONS

Payment transactions are itemized on the service itemization of each bill. The itemization lists the date and time and sum of each transaction. On the payee, the itemization lists the payment service number or other unique identifier to the extent allowed by the applicable legislation.

The service itemization that contains the payment transactions must be available to the customer free of charge in the customer's online service (Sonera Omat Sivut/ TeleFinland Oma Liittymä) for six months from the bill date. Other itemizations and printed itemizations are subject to the listed charge.

## 6.3 COMMUNICATIONS SERVICE CHARGES

In addition to the charge referred to above, any charges for the communications services related to the payment instruction are invoiced to the customer in accordance with the operator's price list for communications services and the applicable subscription agreement. The communications service charges are listed in the itemization for communications services.

## 6.4 MATURITY, PENALTY INTEREST AND COLLECTION COSTS

If not otherwise agreed with the customer, all payments fall due on the due date of the communications services bill in which the payments are included. If a customer fails to pay the bill in due time, the penalty interest 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 functionality 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 functionality.

Unlawful use of the payment instrument must be prevented by protecting subscriptions by means of a personal identifier (such as a PIN code), terminal devices by means of a security code or a similar method and WLAN data access by means of a password in situations where the customer shares the data connections of their mobile device, if possible.

## 7.2 REPORT OF LOSS, DEACTIVATION OR PREVENTION OF THE PAYMENT FUNCTIONALITY

If a payment instrument is lost, suspected to be lost, in the possession of an unauthorized person, misused or suspected to have been misused, the customer must notify the service provider thereof without delay so that the customer's payment functionality 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 prevent the use of the payment instrument or the transfer of payments if

- 1) safe use of the payment instrument is compromised;
- 2) there is reason to suspect misuse of the payment instrument;
- 3) the customer is insolvent or has filed for bankruptcy or applied for debt adjustment;

- 4) service charges for the service have not been paid;
- 5) the customer materially violates these rules; or
- 6) the customer uses the services unlawfully or contrary to good practice.

The use of a service may also be prevented because of terms or regulations applicable to the subscription. The service provider notifies the customer of the prevention of use in the same manner as the customer becomes aware of the non-execution of a payment transaction.

## 7.3 LIABILITY FOR UNLAWFUL USE

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

- 1) have given their payment instrument or their telephone or other subscriber terminal to the possession of another person;
- 2) have used or stored the payment instrument, telephone or other subscriber terminal carelessly or negligently;
- 3) have not reported the loss, suspected loss, unauthorized possession by another person or unlawful use of the payment instrument, telephone or other subscriber terminal immediately.

A consumer customer's liability for unlawful use must not exceed and is limited to 150 euros after the service provider has received the report of loss. 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 damage 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 DAMAGE AND LIMITATIONS TO LIABILITY

The liability of the service provider towards a non-consumer customer is limited to the rectification of a faulty or inadequate payment or to a refund, and the customer is obliged to prove the unlawful use of the 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 a consumer customer for direct damage arising from the service provider's violation of legislation or the terms and conditions of agreement applicable to the payment in connection with the transfer of the said payment. Such damage includes necessary investigation costs caused to a consumer customer from examining an error or negligence.

The customer is liable for all damage resulting from the service provider's failure to transfer a payment because of insufficient funds or account balance and for damage resulting from the customer's violation of legislation or agreement. The customer must take reasonable measures in order to limit their damage. The customer is liable for any damage resulting from negligence to limit the damage.

The 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 are not held liable for any such indirect damage caused to the customer or a third party by error or negligence related to the payment functionality or the execution or transfer of a payment, including but not limited to loss of income, profit or savings or financial damage or damage, that the service provider was unable to anticipate.

Furthermore, the service provider is not held liable for damage if the fulfilment of obligations under legislation or the terms and conditions of agreement applicable to the payment is in violation of other legislation or legal obligations.

The indemnity to be paid to a customer on account of actions that violate legislation or the terms and conditions of agreement applicable to the payment functionality or payments must be reduced and adjusted if it is disproportionate in view of the cause of the service provider's non-compliance, the customer's contribution to the damage, the consideration due for the payment functionality 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 damage 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 for indemnity and other claims related to the payment functionality within fourteen (14) days of receiving the bill for the billing period to which it is related, after which the right to indemnity expires.

#### 7.6 REFUND, NON-PAYMENT, INCORRECT PAYMENT

By means of the payment functionality, the service provider only transfers payments for which the customer has initiated a payment instruction. In the event of an error in a payment, an unlawful 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 withhold payment or to receive a refund, indemnity or other monetary compensation from the payee due to the latter's breach of agreement, has the same right in relation to the service provider that has charged the customer for the commodity. However, the service provider is not obligated to pay the customer more than what it has received from the customer in payments.

If a report has not been filed without undue delay or no later than 13 months after the event, the customer is deprived of their right to claim for 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 days from receiving the bill for 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.

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

### 8.1 COMMUNICATION

The service provider may communicate with the customer by sending information to the subscription number to which the payment functionality is related, through the customer's online service (Sonera Omat Sivut/ TeleFinland Oma Liittymä), on a bill or by communicating using any other contact information provided by the customer to the service provider. 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.

The customer's agreement details, the terms and conditions of agreement valid at any given time and other information required by law must be available for access and printing by the customer in the customer's online service during the period of validity of the payment functionality.

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.

### 8.2 CHANGES IN THE SERVICE

The service provider has the right to make technical changes in 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 changes are communicated to the customer in the customer's online service (Sonera Omat Sivut/Tele Finland Oma Liittymä) or on the service provider's website. The customer is notified of the change either by SMS to the customer's telephone or other device, on a bill or in writing, using 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 announced by the service provider,

but not before two months from the notification. The customer has the right to terminate the payment functionality 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 functionality does not affect the term of the agreement on the communications service or telephone subscription but it may affect the content of the communications service and the available services.

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 damage if they can prove that they were prevented from fulfilling their obligations because of an unusual and unforeseen reason which was beyond their control and the consequences of which could not have been avoided with all due care. Furthermore, the service provider is not liable for any damage or loss if the fulfilment of obligations based on this agreement is 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 notify the customer of a force majeure for example on their website or in national media.

## 10. Customer data

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 a third party in the cases referred to in the description of file.

### 11. Term and termination of the payment functionality (framework agreement)

The payment functionality activated for a telephone subscription is valid until further notice in the case of both a fixed-term and an indefinite agreement. The payment functionality of a telephone subscription always terminates when a telephone subscription terminates for any reason. The customer has the right to terminate the payment functionality with immediate effect as soon as the service provider receives the notice of termination. The service provider has the right to terminate the agreement with two months' notice in the case of consumer customers and with two weeks' (14 days') notice in the case of non-consumer customers. The service provider has the right to communicate the termination of agreement to the customer in the customer's online service (Sonera Omat Sivut/Tele Finland Oma Liittymä), 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 functionality 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 functionality may have an effect on the content of the communication service and on the available services 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 functionality 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 functionality with immediate effect if the customer has provided the service provider with erroneous information.


### 12. Applicable law and place of jurisdiction

The payment functionality and payments are governed by Finnish law. 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 enter into force on July 1, 2015.



A large, white wireframe illustration of a telecommunications tower is centered on the right side of the page. The tower has a spiral antenna at the top. Concentric circles radiate from the antenna, representing signal waves. A thin white line extends from the base of the tower towards the right edge of the page.

For further information on Sonera's services,  
please visit our website [www.sonera.fi](http://www.sonera.fi) or call our  
customer service number **0200 17000**  
(local network or mobile call charge).