

## **WIPPIES, GENERAL TERMS AND CONDITIONS**

These general terms and conditions shall apply when Wippies, which is part of Saunalahti Group Plc, or any company belonging to the same group of companies as Wippies ("Wippies", "we" or any of the like), delivers Wippies products and services ("Wippies services") to consumers ("you" or any of the like).

Wippies services are meant solely for private individuals and are designed to create a Wippies community of such individuals. If your intention is to use, or you already are using, Wippies services to support your own or your company's business activities, we ask you to make contact with Saunalahti Group Plc, where you will be given appropriate details of our corporate departments.

Please note that these terms and conditions shall apply only if and when you have completed an agreement with us in relation to the Wippies services at any of our Web sites (such as [www.wippies.fi](http://www.wippies.fi) or [www.wippies.com](http://www.wippies.com); collectively "Wippies sites"). You may have one or more existing agreements covering other services of Saunalahti Group Plc, but these terms and conditions are without prejudice to those agreements. It is important to note that you may not acquire communications services (e.g., subscriptions for mobile services or data connections) on the basis of these terms and conditions.

In addition to these terms, each Wippies service is subject to the relevant service description and service-specific terms and conditions, if any, all of which have been described at our Wippies sites in association with the Wippies service you order.

We have made full efforts to ensure that these terms and conditions are in compliance with the applicable legislation. However, should they not be so, clearly they do not in any way limit your rights under the legislation protecting your rights as a consumer or under any other mandatory legislation. Further, in the event of any conflict between these terms and conditions and such legislation, we will interpret the relevant materials to your benefit and in accordance with the consumer protection legislation.

### **Wippies membership**

When you register at the Wippies site, you become a "Wippies member" – a member of the Wippies community, which enables you to order and use Wippies services. Please note that use of the communication services or connections of other Wippies members is conditional upon you having also taken into use Wippies hardware and/or having paid the appropriate fees currently in force.

The personal data that you have given to us upon registration shall be stored in our customer database. Should any changes occur in such data (e.g., a change of name or address), we ask you to inform us of the changes as soon as possible. If we have reason to suspect any sort of inaccuracy in the data you've given to us, we may terminate your Wippies service, in which case any material or information you have in the service shall be destroyed.

When you use the Wippies service, additional information specific to you will be generated in our systems. Naturally, this information will not contain any of your personal content (such as content of e-mail that you have sent or received via the Wippies Mail service) or of your own material.

We will process any data that you have given to us with utmost care. It goes without saying that in processing your personal data (e.g., when transferring or disclosing it to third parties) we shall comply with the legislation in force, such as the Personal Data Act, insofar as the legislation applies to our

operation. You can always check your personal data that we are processing at any given time by sending us a request. Additionally, at Wippies sites you'll find a description of our personal data files, which explains to you how we process your personal data.

Finally, upon registration you will give (or have given) us your explicit consent that your personal data may be used or disclosed for direct marketing purposes. That said, you always have the right to withdraw this consent and thereby prohibit us from sending or otherwise transmitting marketing material to you. The revocation can be performed electronically from the settings menu of our service.

## **Conclusion and transfer of agreement**

Notwithstanding your having become a Wippies member upon your registration, you still need to conclude an agreement with us for each Wippies service. The agreement is concluded when you have ordered a Wippies service at the Wippies site and we have commenced to deliver the service of your choice. We will also provide you with an order confirmation sent to the e-mail address you have supplied in the order.

It is important to note that, while the consumer protection legislation gives you a right to cancel the ordered service within a certain time from our order confirmation (e.g., in Finland that time is 14 days), you cannot cancel your order and service once we have started the delivery. Naturally, this, however, has no impact on your right to terminate the service in accordance with these terms and conditions. If you have chosen a fixed-term Wippies service (for instance, by paying for a certain period of service in advance), the service shall remain in force for the full duration of the agreed period.

During the order process, you'll be asked to give us various information for the purpose of delivery of the service. It is very important that you supply the information accurately and correctly. Naturally, we expect you to inform us of any changes in such information. By keeping us updated on changes in the information, you can avoid unnecessary problems and extra costs while using the Wippies service.

## **Use of Wippies services**

We endeavour to commence delivery of the Wippies service you've selected as soon as possible after your order, but in any event by the time indicated in the order confirmation, unless circumstances caused by a third party prevent us from doing so.

In effort to benefit from the Wippies service as quickly as possible, you are to ensure that your own hardware, software and connections are functioning correctly. Whereas we will deliver Wippies services to you as we deem appropriate, our goal is to serve you as well as possible. For this reason, we may need to make changes to the Wippies services that have impact on the technical platforms and usability or availability of the Wippies services (please see also the section "Changes to the Wippies services").

As part of our service, you may be provided with certain software or documents. You should note that your right to use such software or documents is described in greater detail in the licence terms accompanying the relevant Wippies service. In all cases, it is imperative that you use the software or documents only in accordance with the instructions and licence terms provided, and exclusively for purposes of using our service under the terms of such service. Should you feel uncomfortable with accepting the licence terms, you can inform us of your disagreement by e-mail while acknowledging that your right to use the Wippies service in question shall be terminated simultaneously with this

notice.

The title to the software or the documents shall belong to us or our third-party licensors. For this reason, you may not copy, translate, reverse engineer or change the software or the documents in any manner, or convey the same to any third party, except in a situation where such actions are supported by mandatory legislation.

It is also essential that you safeguard with utmost care any user IDs and/or passwords that we may have given to you on commencement of use of the Wippies service, upon your registration or otherwise. If you have lost your user ID or password, or you suspect that they are in the hands of an outsider, you must inform us immediately so as to enable us to lock down your Wippies service. At the moment you notify us to this effect, your responsibility for the use of the Wippies service with your user ID and password automatically ends.

You must use our services such that you shall not store in, download to, allow in or distribute to (or through) our services any material or content that violates rights of other persons or is immoral/improper or against the applicable legislation. You shall, in particular, take care that any material or content you store, download or distribute does not impede or cause problems for our services, other users or communication connections. Should such incidents occur, or someone claim such incidents to have happened, we'll be forced to terminate your service or, alternatively, to remove such material or content from the service. On some occasions, we may even have to inform the authorities of such material or content.

The purpose of some of our services is to allow you to store material so that the material is available for you whenever and wherever you have Internet access. Naturally, we try to ensure that your material stays safe and take normal backup copies of it. However, notwithstanding our efforts, it may happen that your material is destroyed, changed or lost. For this reason, we recommend strongly that you yourself take appropriate backup copies of any material you store in our service (for instance, to your own computer or separate storage media, such as CD-R disc).

You may notice that service descriptions or other documents describing our services as well as service-specific terms and conditions may include more detailed requirements or prerequisites for each of our service; therefore, we recommend that you familiarise yourself carefully with all of our service documentation before ordering any Wippies service.

### **Changes to the Wippies services**

As noted above, we may have to change the Wippies services that you're using or portions of such services (for instance, in relation to Wippies Mail service, we may have to alter or amend the e-mail address that we have given to you or even your password, or limit the number of users of the service). Such changes may, for example, be due to service development, changes in legislation or decisions by competent authorities applying to our services. Some changes may require temporary breaks in the availability of our services. In these situations, we endeavour to keep the breaks as short as reasonably possible. In any event, we will notify you of any foreseeable changes at least one month prior to executing such changes. We regret any situations in which our changes require alterations to your hardware and/or to connections that you are using. Naturally, you can always terminate the agreement you have made with us if our changes have material effect on Wippies services or create costs to you.

Sometimes it may be the case that we have to discontinue a certain service or portion of it. This may

happen, for instance, as a result of further improvement to the Wippies services. We will notify you of such discontinuation at least one month prior to the actual date of discontinuation. If any advance payments have been made on the Wippies service being discontinued, we will return to you the portion of the payment covering the time after the date of discontinuation. When informing you of the discontinuation, we will also advise you in how to obtain reimbursement of your advance payments.

As you doubtless are aware, we may have to stop the delivery of our services if this is necessary for public order and safety or the protection thereof. Further, we may find ourselves in a situation where we need to alter or amend an access code we have given to you or information associated with the Wippies service you're using if decisions by competent authorities or service-related or technical circumstances so demand. Again, we naturally will try to inform you of such changes in advance to enable you to prepare for the change. Please note, however, that any change in primary or secondary legislation or decisions by competent authorities are to be complied with and applicable even without any notice to you as of the effective date of such changes or decisions.

Finally, should you wish to make changes to the Wippies service you're using, you may send us a change request through the Wippies site or, if possible, execute such changes via the My Wippies settings pages. On some occasions, you may be charged a change fee, so we recommend that you read through our price list at the Wippies site before sending the change request or, as the case may be, executing the change yourself.

### **Wippies Mail service**

With the Wippies Mail service you may send and receive e-mail messages over the Internet and by using, for example, a wippies.fi or wippies.com e-mail address without any payable fees. You also may make proposals with regard to domain names that you wish to be able to use in the future. We will acquire some of the domain names Wippies members have expressed interest in and offer them for the use of all Wippies members. It is important to understand that all of the domain names remain our property even if you are the only user of a certain domain name.

You use the Wippies Mail service on your own responsibility. This is particularly important to understand in relation to the content of the e-mail you send or receive. For this reason, we encourage you to familiarise yourself with the user instructions of our services, to avoid unwanted consequences.

You must also take care to keep your Wippies Mail service user ID and password safe. If you lose or forget your user ID or password, we cannot reopen your user account, which leads to the loss of your material.

It is very important to acknowledge that your personal user account can be terminated if you violate the terms of the Wippies Mail service or you have not used the service for at least three months.

Unfortunately, as the Wippies Mail service is provided to you without any charge, we cannot assume any responsibility for losses or damages that you or any third party might incur in relation to the service, its use or changes to it. Further, as we cannot guarantee the preservation of your material or content in the service, it is vital that you take the necessary backup copies of the material.

### **Your own hardware and software**

You shall maintain and be fully responsible for the hardware (e.g., your computer and modem), software and Internet connection that you need in order to use our services and any costs relating to

them (such as access, maintenance and usage fees), and also for all of them being compatible with our services and there being no other obstacles to the use of Wippies services. We do not take any responsibility for the issues referred to above.

It is equally important to acknowledge that public networks (such as the Internet) involve significant data security and data protection risks. We have endeavoured to create our services (including Wippies hardware) such that they are equipped with appropriate data security and protection mechanisms. However, even the latest security measures cannot guarantee absolute protection for our services, as data protection is influenced greatly by the measures you have undertaken to protect your own system (e.g., hardware) and diligence. As a result, you must ensure that your own hardware used in connection with our services (such as your computer and other terminals) and communication connections are protected via appropriate software and other mechanisms, and that you update your data security software immediately when an update (or new version) becomes available.

The guidance above is given in an effort to warn you of matters that may cause you additional costs or other unpleasant surprises. If you have questions about the data security of your hardware or communication connections or on protecting them from harmful traffic (e.g., viruses and spam), you can contact us through the Wippies site and we will direct you to one of our partners so that you can obtain data security services under a separate agreement.

If we recognise that our services are faced with a special threat, we will, of course, try to inform you of the threat as soon as possible. At the same time, we may also advise you of measures that you can take to minimise or even block such a threat, and the likely costs associated with these measures.

## **Wippies hardware**

If you order hardware (and embedded software) from us, we will deliver the Wippies hardware to your home address. To make the Wippies community as complete as possible, we expect you to install and use the Wippies hardware we have delivered to you. To this end, we require the Wippies hardware we have delivered to you free of charge, if any, to be put into use, as described in the instructions accompanying the Wippies hardware, within two weeks from its receipt and the hardware never to be out of use without valid reason for more than two weeks. Please note that, if the above requirements for free delivery are not met (i.e., you have not put the hardware into use in the manner described above or the hardware has been out of use for more than two weeks, except when this out-of-use period is due to a fault in the hardware or you have, according to our system, kept the hardware in use for at least 36 months), we have a right to charge you the price of the hardware that was originally delivered free of charge. In this case, after you have paid the invoiced Wippies hardware, the ownership of the hardware passes to you. You will also become the owner of the Wippies hardware when you have, according to our system, kept the hardware in use for at least 36 months. Any chargeable Wippies hardware will be covered in the invoice following delivery (for more details, please see "Charges and billing").

When using Wippies hardware, other Wippies members may use your communication connection to access the Internet by supplying their user ID and password when logging in through your connection. Wippies is responsible for the identification of the other Wippies members.

If you want to change, or have changed, the physical location of your Wippies hardware, you should inform us within two weeks of such a change by sending a notice to the e-mail address indicated on the Wippies site so as to enable us to update the Wippies availability map. If the Wippies hardware is

not functioning, you may inform us of that too in the above manner and we will help you in trying to fix the problem or, alternatively, send you new Wippies hardware.

## **Faults in the service**

Even though we endeavour to keep our services available to you continuously, faults may still appear. If you're of the opinion that our services do not match what was agreed or they are otherwise faulty, and you have checked your own hardware, software and communication connections, we ask you to inform us of the fault without delay. It is very important that you check your own hardware, software and communication connections, because erroneous fault notification generates unnecessary work for us and we may have to charge you for such work.

We will try to fix faults (both those you have reported and others) as soon as possible. Please note, however, that normally the corrective measures will be undertaken between 8:00 and 16:00 on workdays, so please be patient if a fault appears outside these hours.

## **Service-related identifiers**

If we provide you with addresses for the purpose of using our services (e.g., IP addresses), you have only usage rights to these addresses. This means that we (or our partners) retain all other rights in relation to these addresses and you have to return the addresses to us if you terminate the use of our services. Some of our services may include a dynamic IP address issued to you by Wippies or the possibility of using your own IP addresses. For further details, please take a careful look at our service-specific terms and conditions.

With regard to dynamic IP addresses, please note that they are issued solely for the purpose of using Wippies services. You may not use them for any other purpose – for instance, to register the dynamic IP address for any other service. It is equally important to note that you are responsible for any use of Wippies services using your user ID and password, even if someone else is the actual user. In such situations, we are forced to turn to you if we or third parties incur any costs or damages as a result of your actions.

As identifiers given to you are intended solely for using our services, we may have to give the same identifiers to another person after you have stopped using our services. That said, we keep the identifiers in reserve for one month after services have been in your use. To ensure use of the identifiers without any disruptions in the future, you must remove them from your system within that month. The one-month reserve period is not applicable to dynamic IP addresses.

## **Charges and billing**

The price lists setting out the charges and other fees for Wippies services may be found on the Wippies site. The price lists describe the price of each service and outline the general pricing/billing principles of our services. We may have to make changes to our price lists (naturally, within the limits set by applicable legislation), so we encourage you to check the current price whenever ordering services. If the changes apply also to services that have already been ordered, we will notify you of the changes at least a month prior to the effective date of the new prices, providing you with the possibility of terminating use of the relevant service. You should send us the termination notice either by e-mail via the Wippies site or in other written form at least two weeks in advance of the effective date referred to above.

For the most part, our services are priced with a fixed monthly charge, which will be billed and which you must pay in advance of each billing period. When you have commenced use of our services, you have to pay the charges in accordance with the price lists and our standard billing periods.

If you have used our services to use services provided by a third party and Wippies has an invoicing agreement in place with the third party, we may, when billing for our own services, also bill you for the third-party services. In such cases, the charges and billing are based solely on the price lists of that third party and we do not take responsibility for those services or charges related to them.

If you terminate a Wippies service that you have ordered for a fixed period, we will not return to you any portion of the amount you've already paid. Naturally, this will not apply in situations where you terminate the service due to changes we have made to the service (e.g., technical changes) and that are so fundamental that you no longer are able to use the service with your own hardware without significant additional cost, or due to price changes that enter into effect prior to the end of the billing period for which you have paid, or as a result of a fault in our service that we have not managed to correct despite our best efforts.

In the event that, exceptionally, billing for our service is based on the volume or time of your use of the service, we will bill you in arrears on a monthly basis. Such volume- or time-based services and matters related to billing for them are detailed in the service-specific terms and conditions.

You must pay for our services by the due date indicated in the invoice. If for some reason you do not make payment by that date, we will send you a reminder by e-mail. Should our e-mail not reach you and/or we deem it necessary, we will send you a letter also. Please note that, as of the due date, also the interest on delayed payment in accordance with the applicable legislation becomes payable by you. Finally, if we are forced to initiate additional actions to collect our receivables from you, you are liable for reasonable costs associated with such collection actions.

Please note also that, in addition to the consequences described above, we may terminate and close down the Wippies services you are using. In relation to this, please take a good look at the sections below.

After you've sent in your order, it may be that we will check your credit rating. In the unfortunate event that the credit check reveals something undesirable, we may either reject your order or ask you to make advance payment for the service ordered. If the latter is our choice, we will tell you the basis for the request.

Should you feel that an invoice we've sent to you is incorrect in some way, we ask you to contact us as soon as possible so that we can check the invoice. If it happens that, even after our verification, you still feel the invoice is incorrect, we ask you to pay the portion you have no doubts about and to send us a detailed explanation concerning the parts you feel are incorrect. Of course, you can also ask an appropriate consumer protection authority (such as a consumer protection board) to issue a recommendation concerning how the dispute over the invoice should be resolved. One of our main principles to follow the recommendations of competent consumer protection authorities.

### **Termination of our agreement**

If you have not ordered our service for a fixed period, you may at any time terminate the service with two weeks' notice by sending us e-mail or other written notice, as instructed on the Wippies site. Similarly, we may terminate such service, but with two months' notice, by notifying you via e-mail or

by post to your address as it appears in our customer database. If applicable legislation (such as consumer protection legislation) provides for a longer termination period, we will apply that longer period.

If, on the other hand, you have ordered the service for a fixed period (for instance, by paying in advance for a set billing period), the service and your duty to pay for it expire automatically upon the end of the fixed period. We will ask you approximately one month in advance of this expiry date whether you want to continue use of our service. Simultaneously we will advise you on how the service can be continued.

Upon your request, we may suspend your service for a certain period or until you instruct us otherwise. However, even if service is suspended, you must continue to pay the basic fees for the service.

Further, we may have to close down your service if you have ordered it with incorrect information, if you have not paid the applicable charges (including the possible advance payment we've requested) by the due date or if police or other competent authorities so require after presenting appropriate justification for their request (e.g., that material you have distributed through our service violates rights of a third party or is immoral, inappropriate or against the law, or if an identifier we've given to you is in the possession of someone else, who does not have a right to it). If we have to close down the service, any material of yours stored in the service (such as e-mail or other personal material) will be destroyed.

In certain circumstances, either you or we may wish to terminate the service and the agreement with immediate effect. You may want to do so if our service differs materially from what we've agreed on and we do not address the shortcomings or provide you with another service within reasonable time from when you've notified us of the shortcomings, or if the provision of our service is delayed unreasonably due to our negligence.

On our part, such need may present itself if the service has, upon your request, been suspended for at least a month; you've been declared insolvent (for example, bankrupt); a competent authority determines that you've been involved in deliberate blocking or disturbance of telecommunications or a justified request by a competent authority as referred to above has been presented to us and you have not corrected your actions within a month from our notice, or if you otherwise have violated the terms of use in relation to our services and do not correct your behaviour in reasonable time.

### **Damages and limitation of liability**

If our service is faulty (i.e., not in accordance with the service descriptions and applicable terms), you can demand that we correct the service without any cost to you. On the other hand, you must allow us an opportunity to correct the fault, except when 1) the corrective measures would cause you material inconvenience or risk that costs you would incur as a result will not be reimbursed or 2) if you have other special reason to decline our corrective measures.

If you, however, suffer damages on account of a fault referred to above that we caused through negligence, we ask you to acknowledge the following points in relation to compensation for such damages:

- you must present us with a justified claim and clearly demonstrate the amount of the damages
- naturally, we will not compensate for damages associated with force majeure as described below

- unfortunately, we do not accept any liability for indirect or consequential damages you may have incurred (such as use of your own time, loss of material or data, distress or equivalent loss or damage)

## **Notices**

We ask you to send us all notices in writing (for instance, by e-mail) as instructed on the Wippies site. If we have any notices for you, we will send them to the address we have in our customer database, either by post or by e-mail. The notice is deemed to have reached you in seven days after it was dispatched by post or, for e-mail, on the next weekday following transmission.

## **Force majeure**

If your or our actions are prevented by an event of force majeure, no breach of these or other terms applicable to the service is deemed to have occurred. An event of force majeure is a situation or circumstance that has arisen subsequent to the conclusion of our agreement that prevents fulfilment of the contractual obligations and is not dependent upon the party that invokes such force majeure and the consequences of which could not have been prevented through reasonable measures. Some examples of such events are war, rebellion, requisition or attachment for the general public, discontinuation of the energy supply, a strike or similar industrial action, fire, severe storms or other natural phenomena and cable damage caused by a third party.

For example, if you have been prevented from paying our bill because of force majeure, such failure will not lead to any of the consequences set out in these terms and conditions. Naturally, you must inform us of the event immediately.

## **Disputes and governing law**

Our services and the relevant terms and conditions are subject to and governed by the laws of Finland. Should any dispute arise between you and us in relation to or in connection with the services and these cannot be resolved amicably, the dispute is to be resolved in the district court of Helsinki primarily. Alternatively, you may bring the case before the district court of your home town or seek a ruling from the appropriate consumer protection authority.

## **Validity of these terms, and changes**

These terms and conditions shall be effective from the date they are published on the Wippies site and remain in force until further notice.

As we have explained above, we may need to change our services in the future. The same applies to these terms and conditions. In such an event, we will inform you of the new terms and conditions by means of a customer notice (for instance, by e-mail) or otherwise in writing (for instance, in or associated with an invoice) a minimum of one month before the new terms and conditions become effective.

It is important to understand that the new terms and conditions will apply to all of our services, including those that you have ordered before the effective date of the new terms and conditions, in replacement of the old terms and conditions.

Having been informed of the new terms and conditions, you have one month from receipt of the

notice to decide whether you want to terminate the services you're using that are affected by the new terms and conditions. If you decide to terminate the service(s), you can do so with two weeks' notice (irrespective of whether you have ordered service for a fixed period or not) and we will reimburse you in the amount of the charges you have paid in advance insofar as they concern the time after the two-week notice period.

*Wippies, Linnoitustie 4 B 02600 ESPOO. Wippies is part of Saunalahti Group Plc.*