



## Terms and conditions of Elisa ID service

### 1. General

These terms and conditions apply when the customer enters into a contract for the Elisa ID service. The agreement related to the Elisa ID Service is a separate agreement from any other agreement between Elisa and the Customer, and it enables the Customer to manage Elisa services. The services that can be used with Elisa ID are electronic services provided by Elisa Corporation (hereinafter "Elisa") and service providers belonging to the same group (hereinafter "Elisa services") and services provided by trusted third parties (hereinafter "other services"). In order to use these services, the Customer must have concluded an Elisa ID agreement with Elisa. These terms and conditions supplement any other contractual terms, product descriptions and/or guidelines for the services in question. In the event of any conflict between these terms and conditions and the other contractual terms for the services, these terms and conditions shall take precedence, unless otherwise expressly stated. What is stated below about in the terms and conditions the Customer applies to both consumer customers and to business and corporate customers, unless expressly stated otherwise in the relevant section. For the purposes of these terms and conditions, a consumer customer is a natural person who enters into a contract primarily for purposes other than his or her trade or business. These terms and conditions are available in Finnish and English.

### 2. Content of the service

Elisa supplies information about what is included in the Elisa ID service in the related user manuals and product information. Elisa retains the right to make changes to the selection of services included, how they operate and what is included in the services. The customer can use Elisa ID with electronic devices. There is also an Elisa ID app for electronic devices. Here, the term *electronic device* refers to a computer, phone or other terminal device that is suitable for using the Elisa ID service. It is possible to agree contracts and use services with an electronic device without the parties to the contract being present at the same time. In order to use the Elisa ID service, electronic devices may be required to meet certain minimum requirements. The services offered for use on different devices may differ in their content and functions, both from each other and from services offered in other ways.

### 3. Identification

#### 3.1 Identification information

The customer can use the services available with the Elisa ID service with customer-specific:

- User ID and password,
- user ID and a one-time password delivered to a mobile device,
- mobile certificate,
- online banking credentials,

as determined by Elisa and delivered to the customer (hereinafter referred to separately or jointly as “identification information”).

At the customer's request, Elisa can provide the customer with more identification information to use with the service. Elisa can also offer the customer the opportunity to use the Elisa ID service by means of a combination of a password created using identification information and a user ID provided by Elisa (hereinafter “password-based identification”) as determined by Elisa. With the help of password-based identification, the customer has the opportunity to access the services specified by Elisa as part of the Elisa ID service. Elisa can renew the identification information or part thereof by providing the customer with new identification information. Elisa and the customer can separately agree on the use of a different personal or company-specific identifier or certificate that corresponds to the identification information.

### 3.2 Creating identification information

Customers create the identification information themselves in the service, and doing so requires strong identification of the customer. Identification information can also be created in an Elisa store, where the customer can be identified.

In accordance with its policies, Elisa provides the customer with identification information for the Elisa ID service after the customer's requests that identification information is created.

### 3.3 Use of identification information

Identification information may only be used by a customer who has entered into an agreement regarding the services that can be used with the Elisa ID and to whom Elisa has provided identification information.

#### 3.3.1 Signing in to the Elisa ID service

When a customer wants to use the Elisa ID service, they identify themselves by informing Elisa of their identification information when signing in to the service. After the customer has signed in to the Elisa ID service, the customer may not allow another party to use the with the customer's credentials.

The identification information provided as required by the service corresponds to the customer's signature. All orders, applications, contracts and other expressions of will and messages made using the customer's identification information are binding on the customer or the person the customer represents once the identification information has been given to Elisa as required by the Elisa ID service.

### 3.3.2 Use of identification information for strong electronic identification

With the Elisa ID service, consumer customers are not able to identify themselves as stipulated in the Act on strong electronic identification and electronic signatures (617/2009). The mobile certificate offered by Elisa constitutes the strong electronic identification referred to in the Act on strong electronic identification and electronic signatures (617/2009).

## 4. Storage of identification information and responsibility for usage

### 4.1 General information about storage of identification information and customers' responsibilities

The identification information of consumer customers is personal data, and it must not be partially disclosed to or allowed to fall into the possession of a third party. Consumer customers may not authorise another person to use their identification information. Identification information can be used to represent a person based on a guardianship order.

The customer undertakes to store the identification information carefully and to regularly ensure that the identification information is secure. The customer must make sure that no third party becomes aware of or gains possession of the identification information or part thereof. The customer undertakes to store the various part of the identification information – the user ID, identification numbers or other means of identification approved by Elisa – separately from each other.

If the identification information becomes lost or the customer has reason to suspect that it a third party has, or may, become aware of or come into possession of the identification information, the customer is obliged to immediately change the password for their user ID in the Elisa ID service or customer service. If the customer is unable to change the password themselves in the Elisa ID service or customer service, the customer is obliged to inform Elisa about this in order to prevent improper use of the services. Such notification can be submitted in person at Elisa stores in Finland (but not at other sales points) during their opening hours or by phone to Elisa's customer service during its opening hours.

Information about the opening hours of Elisa's customer service can be found on the Elisa website ([elisa.fi](http://elisa.fi)).

#### 4.2 Responsibility of consumer customers for use of identification information in Elisa ID service

If identification information is used without permission in the Elisa ID service, a consumer customer is responsible for damages resulting from the unauthorised use of the identification information and for any commitments made utilising the identification information, if: 1) the consumer customer has given the identification information to another person or has given a third party access to a service connection opened using the identification information; 2) the identification information becoming lost or another person having unauthorised access to or possession of the identification information, or unauthorised use of the identification information is due to negligence on the part of the consumer customer or due to the consumer customer neglecting their obligations in accordance with these terms and conditions; or 3) the consumer customer has neglected to notify, as described above, Elisa or the blocking service about the loss of identification information, unauthorised access to or possession of the identification information by another person, or unauthorised use of the identification information without undue delay after discovering it. In the case referred to in point 1 above, the consumer customer is fully responsible for damages resulting from the unauthorised use of identification information, and in the cases referred to in points 2 and 3, the consumer customer is liable up to a maximum of EUR 150. However, the consumer customer is always fully responsible for damages if they result from an intentional act or gross negligence.

Elisa is responsible for unauthorised use of a consumer customer's identification information in the Elisa ID service, regardless of whether the consumer customer's liability criteria stated in points 1, 2 or 3 above are fulfilled, as follows: 1) Elisa is responsible for damages to the extent that the identification information is used after Elisa or the blocking service have been notified of the loss of the identification information, or another person gaining unauthorised access to or possession of the identification information, or unauthorised use of the identification information. 2) Elisa is responsible for damages if Elisa does not ensure that the consumer customer has the opportunity, at any time, to report the loss of identification information, or unauthorised access to or possession of the identification information by another person, or unauthorised use of the identification information. However, regardless of the aforementioned, the consumer customer is fully responsible for the unauthorised use of identification information in the Elisa ID service if they have intentionally submitted a false report or have otherwise acted fraudulently.

#### 5. Devices, software and data connections

The customer acquires any IT equipment and other devices, software programs and telecommunication connections required for the use of the services, as well as other necessary services, and is responsible for their use and maintenance costs, security and functionality.

The customer must ensure that their own IT equipment, other devices, software programs and services are properly protected against unauthorised use and that no one has the opportunity to obtain identification information from them. Elisa has the

right to suspend the provision of the service if the IT equipment or other devices, software programs or telecommunication connections used by the customer endanger the security of the service. Elisa does not guarantee that the services offered by Elisa can be used with the customer's IT equipment or other devices. Elisa is responsible for ensuring that own information systems that their information security is properly organised and arranged for Elisa's own information and data systems.

## 6. Service agreements

Elisa has the right to determine the types of services for which the Elisa ID service can be used or for which the agreement can be signed, changed, terminated or otherwise managed.

For security reasons, Elisa may request additional confirmation for actions taken by the customer through the Elisa ID service.

## 7. Use of personal and customer data

Elisa, as the data controller, processes personal data in accordance with its data protection principles when it delivers products and services that the parties have agreed on. Elisa processes personal data to provide and maintain the Elisa ID service based on this agreement, regardless of whether the customer has other products or services from Elisa. Detailed information on the processing of personal data at Elisa is provided in Elisa's data protection principles, which are available on the company's website ([elisa.com/dataprotection](https://elisa.com/dataprotection)).

The data protection principles contain information about the rights related to the processing of personal data, which include, among other things, the right to get access to the data, the right to correct the data and the right to request the deletion of the data.

## 8. Feedback and comments from the customer

Any feedback, requests or demands related to the service offered by Elisa or procedures performed for Elisa must be submitted to Elisa in writing or as a customer service message through the Elisa ID service without delay, and at the latest within 90 calendar days from the date of the event concerned, unless the customer and Elisa have otherwise agreed on a service-specific notice period or unless otherwise required by mandatory legislation.

If the customer uses the services of a third-party service provider with the help of the Elisa ID, any feedback or comments regarding them must be addressed to said service provider. Regarding payment order services, the procedure for submitting feedback and comments is agreed in the general terms and conditions of the payment brokerage.

## 9. Right of cancellation

The right of cancellation may be attached to service agreements entered into by a consumer customer through the Elisa ID service. The right of cancellation is explained in the product-specific information or in the product's terms and conditions. Unless otherwise stated in the product-specific information or product terms and conditions regarding the right of cancellation and/or its use, the following terms and conditions apply:

Consumer customers have the right to cancel an agreement they have made through the Elisa ID service by notifying Elisa (which is a party to the contract) or the other service provider within 14 days of concluding the contract. This notification of cancellation can be submitted in writing, through Elisa's customer service or at an Elisa store.

The notification of cancellation must be unique and must include at least the following information: customer's name, social security number, information about the agreement to be cancelled, and the customer's signature.

If a consumer customer cancels an agreement, Elisa has the right to charge compensation for the service provided as stated in the product description. Payments and other property received on the basis of the agreement must be returned within 30 days of sending the notification of cancellation, otherwise the cancellation will expire. There is no right of cancellation when the transaction using a remote communication tool is related to an already existing agreement or if the agreement is fulfilled at the express request of the consumer customer before the cancellation period expires. There is also no right of cancellation when making changes to agreements.

## 10. Immaterial rights and trademarks

Any and all copyright, trademarks and other intellectual property rights related to the Elisa ID service as well as software, programs and applications provided by Elisa belong to Elisa, another service provider or a third party. All rights to copyrights, trademarks and other intellectual property rights are reserved. Customers using the Elisa ID service undertake not to publish, alter or redistribute the information contained in the services or the services or applications provided by Elisa electronically or using other communication channels without the written consent of the copyright owner. The customer has the right to make a backup of applications provided by Elisa. The application concerned may not be used for anything other than its original purpose.

## 11. Elisa's right to suspend the use of identification information or the service

### 11.1. Elisa's right to block the use of identification information

Elisa has the right to prevent the use of identification information or not to perform actions as instructed, or not to process an application: 1) for security reasons; 2) if the identification information contains an obvious error; 3) if there is reason to suspect that the identification information is being used unlawfully or fraudulently; 4) if the customer uses the identification information in a way that is essentially contrary to these terms; 5) if the customer has died; or 6) due to a law or other official order.

In addition, Elisa has the right to prevent the use of identification information in the Elisa ID service if the risk that the customer will not be able to meet their payment obligation has significantly increased, or if carrying out a transaction using the Elisa ID service without additional information being provided by the customer regarding this transaction is contrary to legislation in Elisa's opinion or as stated in official instructions.

Elisa will inform the customer of any such blocking of the use of identification data and of any non-fulfilment or non-processing of an assignment or application given to Elisa, as well as the reasons for this, in writing or as a message included in the Elisa ID service in advance or immediately after the blocking of the use of identification data, if this is justified to prevent or limit damages. No such report will be submitted if making such a report would endanger safety or is prohibited by law.

When there is no longer a reason to block the use of identification data, Elisa will restore the possibility to use identification data at the customer's request. In this case, Elisa will restore the possibility of using the existing identification information, or will provide the customer with new identification information or part thereof, or the customer and Elisa will enter into a new agreement regarding the Elisa ID service.

## 11.2. Elisa's right to block the use of the service

Elisa has the right to immediately suspend the use of the services in the Elisa ID service in whole or in part, or not to carry out an assignment submitted to Elisa or not to process an application due to a risk to the information or data security of the service or of a known technical malfunction, or if the customer uses the service contrary to its purpose, or if the customer does not comply with the terms and conditions of the services, or for a reason arising from the law or another official order, or if the customer is declared bankrupt or undergoes corporate restructuring or liquidation, or if the customer applies for an agreement or ceases to make payments, or if Elisa has a justified reason to suspect that the service is being used for illegal activities or in a way that may result in damage or risk of damage to Elisa, to another service provider or a third party. For reasons based on law, Elisa may block the use of the payment order service or the account information service.

## 12. Compensation for damages and limitation of liability

Elisa is obliged to compensate customers only for immediate harm or damage caused by an error or negligence on the part of Elisa. In this case, Elisa will only compensate necessary and reasonable costs resulting from investigating the harm or damage and return any service fees it collected only to the extent that they relate to the negligence or error that resulted in the harm or damage. Elisa is not responsible for any indirect harm or damage caused to the customer, unless said harm or damage was caused intentionally or was the result of gross negligence, or unless the compensation is required by legislation. *Indirect harm or damage* is considered to be loss of income caused by incorrect action taken by Elisa or measures resulting from such action, lost income or damage resulting from an obligation based on another contract, or other comparable damage that is difficult to foresee.

The customer must take reasonable measures to limit any damage or harm that they may suffer. If the customer neglects this, the customer is responsible for the damage in this regard.

On the basis of a procedure that violates the law or the agreement, the compensation to be paid to the customer can be mediated if it is unreasonable taking into account the cause of the harm or damage, the customer's own possible contribution to the harm or damage, the consideration to be paid for the service, Elisa's ability to anticipate and prevent the occurrence of the harm or damage, and other circumstances. Elisa is not responsible for activities taken by, or for services or products from, other service providers. Regarding payment order and account information services, liability for compensation is agreed in the service-specific terms and conditions.

The customer is not entitled to any compensation solely as a result of the termination of this agreement or as a result of the interruption of the use or distribution of the service, application or identification data in the situations specified in sections 3 or 4. Elisa is not responsible for harm or damage resulting from an insurmountable obstacle to Elisa's operations caused by a force majeure situation or a similar reason.

Such an obstacle limiting liability can include, for example:

- Action taken by the authorities
- War or the threat thereof, rebellion or riot
- Disturbance independent of Elisa in the flow of mail, automatic data processing, data transfer, other electronic communication or access to electricity
- Interruptions or delays in Elisa's operations caused by fire or other accident
- Industrial action, such as a strike, lockout, boycott or blockade, even if it this does not directly concern Elisa

Force majeure or the other aforementioned circumstances entitle Elisa to suspend the provision of the service for a limited time.



### 13. Communication between Elisa and the customer

Unless otherwise agreed, Elisa will deliver to the customer service messages and announcements and changes to the conditions related to the services connected to the Elisa ID service and the applications offered by Elisa through the OmaElisa service, by electronic means of communication or by letter. Elisa can also issue notifications regarding the security of the service on its website. The customer will send any notices to Elisa regarding these conditions in writing, as a customer service message about the Elisa ID service, or in another separately agreed manner. Unless otherwise agreed, notice sent by post is deemed to have been received by the addressee no later than seven days after it was sent, and an electronic notice on the day that the notice was sent. The customer can use Finnish or Swedish when communicating with Elisa. If the customer wants to use a language other than Finnish or Swedish, they are responsible for obtaining any required interpretation service that they may need and the costs incurred for said interpretation service.

### 14. Elisa's right to make changes to terms, conditions and prices

Elisa has the right to make changes to the agreement regarding the services used with the Elisa ID, their terms and conditions, any special agreement terms regarding the services, as well as the service prices and other fees that may be charged. Elisa will inform consumer customers about such changes to the conditions or service price list through the OmaElisa service or in writing. Any such change will take effect from the time announced by Elisa; however, such a change will not take effect any earlier than two (2) months after the announcement. The customer is considered to have accepted the change and the contract will continue under the changed terms unless the consumer customer provides notice in writing or via the customer messaging system of the Elisa ID service that the customer objects to the change by the announced effective date of the changes. The consumer customer has the right until the announced effective date of the changes to terminate this agreement immediately or before the announced effective date of the changes. Upon termination of the agreement, Elisa has the right to immediately stop providing the Elisa ID service and prevent the use of the customer's identification information. Changes to the conditions and service price list of individual services offered in the Elisa ID service are subject to the terms and conditions of the respective services. The customer receives the terms and conditions of such agreements and prior information about the service during the contractual relationship in writing or from the Elisa ID service.

### 15. Entry into force, validity and termination of the agreement

The agreement regarding Elisa ID comes into force when the customer provides the required information and accepts these terms and conditions. The agreement is valid until further notice. The Elisa ID service is valid regardless of any other agreements the customer has with Elisa.

The customer can terminate the contract in writing immediately without a period of notice. Elisa reserves the right to use a reasonable amount of time to close the service.

The customer is responsible for any actions taken through the service even following the termination of the agreement. Elisa has the right to complete existing orders, unless they are cancelled separately in accordance with the conditions for each service. The contracting parties have the right to terminate the agreement in writing if the other contracting party substantially breaches their obligations based on the agreement. The conditions for termination and cancellation of the agreement related to the individual services offered in the Elisa ID service are specified in the terms and conditions of the respective services.

#### 16. Transfer of the agreement

Elisa has the right to transfer the rights and obligations referred to in the agreement to a third party. The rights and obligations based on the agreement between the customer and Elisa will remain valid for the party receiving the business in the case of a merger or demerger involving Elisa, or if Elisa transfers such business, in whole or in part, to that party. The customer may not transfer their own rights or obligations referred to in the contract to any third party.

#### 17. Customer advice and out-of-court remedies

In the case of any questions related to these terms and conditions, the customer should always primarily contact Elisa. Consumer customers can submit a dispute regarding these terms and conditions to the Consumer Disputes Board ([kuluttajariita.fi](http://kuluttajariita.fi)). Before taking the case to the Consumer Disputes Board, the customer must contact Consumer Advisory Services.

#### 18. Applicable law and dispute resolution

This agreement is governed by Finnish law. Any disputes regarding the agreement between a consumer customer and Elisa will be resolved in the district court of Helsinki or in the district court of the locality in Finland in whose jurisdiction the consumer customer has domicile or permanent residence. If the consumer customer does not have a place of residence in Finland, any disputes regarding this contract will be resolved in the District Court of Helsinki.