



General Contractual Terms

General Contractual Terms for Nordic Telecom Ltd.'s Corporate Customers as of 17 April, 2018

1 Scope of Application

These General Terms shall apply to all offers, assignments, orders, deals and other agreements related to Nordic Telecom Ltd.'s (hereinafter "NTC") services and products and the related deliveries between NTC and its customer (hereinafter "Customer"), unless otherwise stated in an offer made by NTC, or otherwise agreed upon in writing. These terms do not limit the rights of the Customer under the Communications Market Act, Act on the Protection of Privacy in Electronic Communications, or other legislation.

2 Definitions

2.1 Intellectual Property Rights. Intellectual property rights are a form of protection accordant with the current legislation, including unregistered and registered patents, utility models, design rights, copyrights, domain names, trademarks, rights to business name, and other equal or similar intellectual property rights, as well as registration applications and rights to use related to the above mentioned in addition to all company secrets.

2.2 Products. Products refer to the products and devices sold separately by NTC and the products related to NTC's services.

2.3 End User. End user refers to the person who, actually, uses the delivered Service or Product. Where applicable, all terms and conditions applied to the Customer also apply to the end user.

2.4 Service/s. Services refer to the services included in NTC's range of services at the time, including telephone subscriptions, data connections, internet plans, ICT services, cloud services, and other communications services and related ancillary services.

2.5 Corporate Customer. Corporate customer refers to a natural or legal person, who acquires NTC's Services or Products primarily for business or trade use.

3 Offer

3.1 The period of validity of NTC's offer is defined in the offer itself or, if no period of validity has been defined, the offer is valid fourteen (14) days from the date of the offer. The offer is only valid in its entirety.

3.2 The offer and related designs, pictures, drawings, calculations and other documents are the property of NTC and NTC owns the related intellectual property rights. The recipient of the offer may not use the documents for their own purposes or to the detriment of NTC, or, without a written approval, disclose any information related to them to a third party.

4 Agreement

4.1 The Agreement between Customer and NTC shall enter into force as follows:

1) Once the Customer has, in writing, accepted the offer made by NTC, or



- 2) When the Agreement is signed, or
- 3) Once NTC has, in writing, confirmed the Customer's order, or
- 4) Once NTC has delivered the Ordered Product to the Customer or a party appointed by the Customer, or
- 5) When the Customer has ordered all necessary call diverts from the operator or has otherwise itself diverted them to the NTC Service, or NTC has received a Power of Attorney to divert the calls on behalf of the Customer, or
- 6) When the Customer pays their bill relating to the Services ordered, whichever of the abovementioned takes place first.

4.2 In the event the Customer's order differs from NTC's offer, the Agreement is deemed to have been concluded in accordance with the terms of the offer, unless NTC has notified the Customer otherwise in writing.

4.3 NTC may refuse the Agreement, or postpone or suspend the deliveries in case

- 1) NTC or any other telecommunications company has due debts from the Customer, or
- 2) the Customer has exceeded or is about to exceed any agreed credit limit, or
- 3) the Customer has interfered with the public telecommunications network or caused disruption to other users of the telecommunications network, or
- 4) some other weighty reason.

4.4 In circumstances that entitle NTC to refuse the Agreement, or postpone or suspend deliveries, NTC may also demand for an advance payment or a deposit instead from the Customer.

4.5. The first payment term begins, when the Agreement has been signed. The most common NTC payment terms in service billing are, if not otherwise agreed in the sale contract, one (1) to three (3) months in advance.

5 Delivery

5.1 General

NTC shall deliver the Service according to its discretion and in accordance with what has been agreed upon by the parties in the service-specific agreement or otherwise in writing. NTC reserves the right to use assistants, sub-contractors or other contractual partners to help with the fulfilment of the Agreement.

5.2 Termination and Changes to the Service

5.2.1 NTC has the right to make changes to the Service if such change is necessary due to mandatory legislation or a decision by a competent authority, or for any other essential reason due to a significant change in the circumstances. Should the abovementioned changes require changes to be made to the products and software of the Customer, the Customer shall, at its own cost, be responsible for those changes. NTC has the right to make technical changes, changes regarding the use of the Service, or other



minor changes without notifying the Customer, subject to the content of the Service not changing significantly. NTC strives to give reasonable advance notice to the Customer on changes affecting the Service. NTC strives to minimize the damages caused to the Customer by the changes but is not liable for any such damages caused to the Customer by the abovementioned changes. For any changes demanded by the Customer, NTC shall charge pursuant to its price list or an amount otherwise determined.

5.2.2 For a justified reason, NTC has the right to discontinue the Service or a feature thereof. Justified reasons include e.g. damage or danger to NTC's business caused by the Customer. In such instance, NTC has the right to terminate the Agreement for the Service or feature thereof by giving the Customer reasonable advance notice.

5.3 Delivery Time

5.3.1 NTC shall deliver the agreed Service or Product no later than by the agreed date or within the agreed time period.

5.3.2 The delivery time starts on whichever of the dates mentioned below is the latest:

- a) Signing of the Agreement, or
- b) Receipt of the agreed upon deposit or advance payment, or
- c) Customer has provided NTC with sufficient and necessary information to enable the delivery, or
- d) Customer has otherwise fulfilled its duty to facilitate the delivery to the extent that may be reasonably expected of it.

5.3.3 If no specific delivery time has been agreed upon, the delivery time shall start within a reasonable period of time of the delivery becoming possible for NTC to perform. The Customer shall accept the delivery and/or notify that the Service has been connected using a separate acceptance form of delivery, however, the delivery shall always be deemed to have been accepted one (1) month after delivery if the Customer has not notified NTC of any defect or failure related to the delivery.

5.4 Content of Delivery

5.4.1 The delivery of a device or software is not included in the delivery of communication services. The delivery of software does not include transfer of ownership, or changes or updates to the software.

5.4.2 The products shall be delivered to the Customer primarily at NTC's customer service points. If the products are sent to the Customer, the transport costs and the possible insurance charges shall be charged from the Customer separately. If the delivery includes the installation of products or services, the place of delivery shall be the delivery address given by the Customer.

5.4.3 NTC's conditions for delivery are as follows, and the Customer agrees to arrange for the following:

* The Service environment meets the technical and operational requirements and is sufficiently equipped for the agreed service and in full compliance with regulations set forth by the authorities.



* The Customer has all the necessary rights to use the software included in Services and Products provided by any other party than NTC and intended to be connected with the Products or Services delivered by NTC.

* An agreed deposit or advance payment has been made to NTC.

* The Customer provides NTC with sufficient and accurate information to enable the delivery of the Service.

* Unrestricted access to necessary premises.

* The delivery is not impeded by a third party.

5.4.4 The Customer is liable for additional charges relating to the delivery of the Product or Service caused by e.g. remote location, rough terrain, blocking buildings or other similar reasons. If grounds for such additional charges emerge to a significant extent during the performance of the Agreement, NTC has the right to make a new offer on the Product or Service. If the Customer should decline the offer, the Agreement is terminated and NTC shall refund the payments made by the Customer for the Product or Service in question, minus NTC's own expenses.

6 Customer and Service Information and the Use thereof

6.1 Phone numbers, IP addresses, user names, passwords and other identifiers related to the Service and identifying the Customer shall be given to the Customer only for the agreed purpose, and they shall remain the property of NTC. The Customer shall store the identifiers carefully. Once the right to use the services expires, the Customer shall, at its own expense; either return or dispose of the material and the possible copies of the material it has in its possession and that is mentioned here and was delivered to the Customer for the purpose of using the Service. Once the Agreement has been terminated, the Customer has no right to those materials, unless otherwise agreed upon.

6.2 NTC has the right to change the identifiers and other Customer information, if necessary. NTC shall give the Customer reasonable advance notice, unless the changes are due to a reason NTC could not have reasonably anticipated. In such event, NTC has the right to immediately change the identifiers and inform the Customer without undue delay.

6.3 The identifiers and other information in the Customer's use may be changed at the Customer's request for a separately agreed charge.

6.4 NTC has the right to use and submit identification information to third parties within a reasonable period of time of the closing of the Service used by the Customer.

6.5 Prior to opening the Service, the Customer shall provide NTC with sufficient and appropriate information NTC requires to deliver the Service, and verify the information's accuracy. The Customer shall, during the term of the Agreement, notify NTC of possible information changes without delay. The Customer is responsible for informing the End Users of the Service that their information may be transferred. Should the Customer neglect their duty to provide information, to verify the accuracy thereof, or notify NTC on any changes, NTC shall not be liable for any possible damages.



6.6 NTC has the right to manage the personal data of the Customer and/or End User in accordance with the Personal Data Act and the Act on the Protection of Privacy in Electronic Communications. NTC has the right to transfer customer and identification data within the limits of the legislation currently in force.

7 Quality and Features of the Delivery, Checking the Delivery and Passing of the Risk

7.1 NTC is liable for the quality of the delivery and other features only as stipulated in the offer or Agreement. The Customer shall read carefully all the information on quality and features. At the time of delivery, the Customer shall check that the delivery is in accordance with the Agreement and the Product is undamaged and the delivered Product and data connection work.

7.2 The Customer shall notify NTC of any defect or failure regarding the delivery, in writing and within eight (8) days from delivery. NTC has the right to either correct such defect or failure, or arrange a new delivery.

7.3 NTC is not obligated to accept the return of the Product, unless agreed upon in writing and in advance.

7.4 The risk regarding the Product passes to the Customer when the Product is assigned to the Customer or to an independent carrier as agreed on the Agreement.

7.5 If the Product cannot be transferred in accordance with the Agreement for a reason not due to NTC, the risk is passed to the Customer once NTC has done all that can reasonably be expected of it, under the Agreement or otherwise, to enable the transfer.

8 Warranty

8.1 The Products delivered by NTC have the warranty granted by the importer.

8.2 The warranty period regarding manufacturing defects lasts no more than two (2) years after the passing of the risk.

9 Proprietary Rights

Proprietary rights shall remain the property of NTC until the full contract price for the Product and all receivables related to the purchase of said Product have been paid in total, interest included, to NTC.

10 Charges

10.1 NTC shall charge for its Products and Services as agreed upon, or pursuant to a price list in force at the time.

10.2 The billing term for repeating charges is as agreed in the delivery contract. Fixed monthly charges shall be billed beforehand per billing term and other payments shall be charged afterwards. Invoices shall be sent to the billing address given by the Customer.

10.3 Regularly repeating charges have a due date, which is given in advance by NTC. Any complaints related to the invoice must be submitted by the due date. The Customer is liable for any interest for delayed payments pursuant to the Interest Act of Finland, as well as all debt collecting charges. In case of disputes regarding the invoice, the undisputed portion must be paid by the due date.



10.4 NTC has the right to require a reasonable advance payment or financial security based on credit record or payment pattern, or for any other justifiable reason. No interest will be paid for the advanced payment or security.

10.5 Shall the Customer not meet their payment obligation as is agreed upon, NTC is entitled to realize the financial security and any accumulated returns and substituting assets thereof to recover any overdue amount. The maintenance and the realization of the security shall be at the expense of the Customer.

11 Use, Repair and Maintenance of Subscriptions and Other Services and Products

11.1 The Customer's Liability

11.1.1 The Customer shall be responsible for the use and supervision of use of the subscription, other Service or Product and for compliance with the agreed terms and conditions. The Customer is responsible for the actions of their own personnel, and people operating under the Customer's responsibility or using the Customer's identifiers, when using the Service.

11.1.2 The Customer shall incorporate its information system or a part thereof to NTC's subscription and Services at its own risk. The Customer shall assume full responsibility for the protection and security level of its own computers, information systems, local area networks or other similar data processing units or systems, as well as for all protection systems and data security. The Customer shall be liable for the consequences of insufficient security measures and damages to NTC, users, or third parties caused by viruses the Customer has brought to the service network, or other similar reasons. The Customer is liable for any possible violation against a third party's intellectual property rights caused by the Customer.

11.1.3 The Customer shall carefully store Products and identifiers related to the Services used by the Customer and owned by NTC. Upon expiry or termination of the Agreement, the identifiers given to the Customer by NTC shall be returned to NTC in their original condition. The Customer is obligated to return to NTC any leased equipment within one (1) week of the termination of the Agreement. If the Customer will not return the equipment as stated above, NTC has the right to charge the value of the equipment from the Customer. Shall the Customer ask NTC to arrange for the transportation of the equipment, NTC is entitled to charge the Customer for any payments relating to the transportation.

11.1.4 The Customer is liable to NTC for any subscribed Services and Products and related service and other fees. Additional services may only be subscribed by the Customer, or a person or party authorised by the Customer, but the responsibilities and obligations of the Customer shall not be transferred to the authorised party.

11.1.5 The Customer shall ensure that the possible End Users of the Services and Products shall comply with NTC's general service-specific terms.

11.2 NTC's Liability and Limitations of Liability

11.2.1 NTC shall, to the best of its ability, be responsible for the functioning of its information network, communication services, subscriptions and Products. Fault report and customer service number is in service during normal working hours.



11.2.2 NTC's liability is limited to direct damages and a sum equivalent to one (1) month's fixed monthly fees of the Service. If only a part of the Service or subscription is defective, the liability is limited to the amount of one (1) month's fixed monthly fees of that particular part of the subscription or Service. NTC is not liable for indirect damages, such as loss of profit, damages caused by a third party, e.g. any other telecommunications companies, service providers or outside parties, damages caused by factors which are the Customer's responsibility, or damages caused by force majeure. NTC is not liable for usability or any defects related to free-of-charge Services. No compensation shall be paid for a reason that does not prevent the use of the Service or Product.

11.2.3 Should the Products leased from NTC be damaged during the term of Agreement and should the damage not be caused by the Customer or a factor under the Customer's control, NTC will replace the Product with a similar product or, if possible, repair it, taking into account the normal wear and tear. NTC has the right to inspect, maintain and change the Products at any time. The disposed Products and any parts thereof shall be the property of NTC.

11.2.4 If NTC's delivery is delayed for more than fourteen (14) work days counting from the agreed delivery date, or if NTC fails to repair a defect completely preventing the use of the subscription or Service in five (5) work days counting from the date on the fault report, NTC shall pay the Customer damages, the amount of which shall be agreed upon separately. No overlapping damages shall be paid. The damages are paid by subtracting the amount of the damages from the activation fees, monthly fees, or other fees charged from the Customer. Damages shall not be paid if the delivery or repair is delayed due to force majeure or a matter the Customer is responsible for.

11.2.5 The sold Products shall be repaired according to the product manufacturer's warranty terms. After the warranty period, the defects shall only be repaired if the defect is due to NTC's negligence and if the Customer was not able to detect the defect earlier. If the defect is due to inadequate maintenance, usage contrary to instructions, or any other reason the Customer is responsible for, NTC is not liable for the repair of the Product.

11.2.6 NTC is not liable for any interference with the Customer's information system, unauthorised use, attempts of unauthorised use, or similar matters caused by the internet or any other information network. NTC is not liable for the functioning of the Products and/or software owned by the Customer or acquired through a third party. The right to use programmes licenced by NTC and transferred to the Customer for the purpose of using the Services is limited to intended use and period of validity agreed upon on the Agreement.

12 GDPR compliance

12.1 The NTC-Service and internal processes are compliant with GDPR (General Data Protection Regulation 2016/679).

12.2 The Customer's operations, processes and customer interface must meet the requirements and responsibilities of the GDPR regarding it's own customers. NTC is not responsible, if the Customer fails to comply with GDPR or if there, via the Customer, occurs data breaches or other data protection challenges, data leaks or other privacy breaches or violations of the data protection principles mentioned in GDPR.



12.3 The Calling Customer identity and personal data in the NTC-Service will automatically be anonymized from the NTC-Service 76 days after the data was saved. The customer may at any time request to invoke his/her right to be forgotten according to GDPR. This request should be provided to NTC by the Company.

12.4 Personal data is not transferred outside the EU/EEA (European Economic Area).

12.5 The NTC-Service servers and databases are located in Finland.

12.6 The personal data breaches are reported in accordance with GDPR, and the Customer and supervisory authorities and other parties are notified within 72 hours.

13 Suspensions of the Service

NTC shall be entitled to suspend the Service or a part or feature thereof, entirely or partly for the following reasons:

- Building, changing, or repair of an information network. NTC shall inform the Customer in advance about the suspensions whenever reasonably possible.
- The use of the Service or telecommunications terminal equipment cause damage to or interruptions in NTC's devices, general information networks or information networks in other use, the use of data connections, or the operations of other users.
- The Customer has not paid an overdue bill and the delay in payment is more than two (2) weeks after the request for payment.
- The agreed deposit or advance payment has not been made.
- The agreed credit limit has been exceeded and no security deposit has been made.
- The Customer has been filed for bankruptcy, put into liquidation, or has an official declaration of insolvency from enforcement proceedings.
- The suspension is necessary to ensure telecommunications required for the maintenance of public order and security.
- The Service is used in a way that infringes the rights of a third party or for immoral purposes.
- The Customer has otherwise breached the contractual terms, and has not taken immediate action to rectify the breach despite of a notice.

14 Force Majeure

14.1 A party to the Agreement shall not be liable for any delays or damages due to an impediment beyond their control which they could not have reasonably been expected to have taken into account at the time of signing the Agreement, and whose consequences the parties could not reasonably have avoided or overcome. Such force majeure events include, unless otherwise demonstrated, for example war or insurgence, earthquake, flood or other similar natural catastrophe, interruptions in public traffic, data communication or supply of electricity, import or export embargo, strike, lockout, boycott, or other similar industrial action. A strike, lockout, boycott, or other similar industrial actions shall also be considered a force majeure event when a party to the Agreement is a target or a party to such an action.



14.2 A force majeure event suffered by a sub-contractor of a party shall also be considered a force majeure event in relation to the party, if the service or work to be performed under a sub-contract cannot be performed or acquired from another source without unreasonable costs or significant delay.

14.3 Each party shall, without delay, inform the other party in writing of a force majeure event and its termination. Should the force majeure event continue for more than ninety (90) days, each party has the right to terminate the Agreement with immediate effect, and neither shall have the right to demand compensation.

15 Intellectual Property Rights and Rights of Use

15.1 All intellectual property rights relating to or arising from the Service and Products or any work provided in relation to the Services and Products are solely owned by NTC. Unless otherwise agreed upon in writing, the intellectual property rights shall not be transferred to the Customer.

15.2 The Customer has the right to use the Services and Products only as is agreed upon and for the intended use, and shall not make copies or connect the Service or Product to other products without an approval from NTC.

15.3 After the right of use ends, the Customer shall return, or destroy if so required by NTC, all copies, devices and documentation in their possession at their own expense.

16 Assignment of the Agreement

16.1 The Customer has no right to assign or transfer their contractual rights or parts thereof to a third party without a written approval from NTC.

16.2 NTC has a right to assign or transfer its contractual rights to a third party.

17 Term and Termination of the Agreement

17.1 Unless otherwise agreed in writing, the Agreement is in force until further notice. A fixed-term agreement shall be in force for the entire agreement period and cannot be terminated during the fixed term. After the initial fixed term, a fixed-term agreement shall continue until further notice, unless otherwise agreed upon by the end of the term.

17.2 The Agreement shall be terminated in writing and the termination shall take effect one (1) month from the end of the month the written notice was given. The Customer is liable for any charges during the term of the Agreement until the closing of the term.

17.3 Both parties have the right to terminate the Agreement with immediate effect in case the other party has materially breached the terms of the Agreement.

17.4 In addition, NTC has the right to terminate the agreement with immediate effect, if

1) The Customer's payment is overdue and remains unpaid for more than two (2) weeks even after the request for payment

2) An agreed advance payment or deposit has not been made



- 3) The agreed credit limit has been exceeded and no security deposit has been made
- 4) The Customer has been filed for bankruptcy, put into liquidation or has the official declaration of insolvency from the enforcement proceedings
- 5) The Customer causes disruption with the information network or other users
- 6) The Customer uses or allows others to use the subscription for illegal or immoral purposes
- 7) The Customer forwards traffic from a third party to NTC's Service
- 8) The Customer's subscription is closed due to breaching of the terms of the Agreement

18 Validity and Changes to the General Contractual Terms

18.1 These terms and conditions shall be valid until further notice and are also found at www.nordictelecom.fi. These terms and conditions replace all the previous General Contractual Terms.

18.2 NTC has the right to change its fees and the calculation methods thereof, these contractual terms, and service-specific terms. The terms can be changed to the Customer's detriment only when the content of the Agreement is not substantially altered and the change is due to an update to the Service, additional services or new features, outmoding of the used technology, changes made by NTC's sub-contractors or assistants, a rise in the costs concerning the Service, a reduction in the number of users or the profitability of the Service, changes in the price list or pricing system or agreement system, provisions of law or decisions issued by authorities, or any other essential reason due to a significant change in the circumstances. NTC shall notify the Customer of the changes in charges and conditions in writing one (1) month in advance. Once the Customer has received the notification about the rise of costs or changes of conditions, they shall be entitled to terminate the Agreement for the part of the Services or Products affected by such changes. The notice of termination shall be submitted no later than thirty (30) days after the Customer received the notification of changes.

19 Applicable Law and Dispute Resolution

19.1 Finnish law, excluding the provisions in the Finnish private international law, shall be applied to agreements between NTC and the Customer.

19.2 Any possible disputes between NTC and the Customer shall be settled in the district court of Helsinki.

20 Order of Precedence of Documents

In inexplicit cases, the following order of precedence shall be applied:

- a) Agreement
- b) Offer
- c) NTC's service-specific terms and conditions
- d) NTC's general contractual terms
- e) The Customer's order



21 Other Clauses

21.1 Should any party not use a right based on these general contractual terms or the Agreement, or waves its right to invoke, in any situation, any of their rights based on general contractual terms or the Agreement, it does not affect their right to invoke these rights later in a corresponding situation.

21.2 If any of the terms and conditions of these general contractual terms or the Agreement is found to be invalid or unenforceable, the other terms shall not be affected by such findings. The parties undertake to negotiate, in good spirit, to replace such term with a corresponding, valid and enforceable term.