

## **ELLINet CONNECTION TERMS**

### **1 Scope**

#### **1.1 Application of Network Service Terms Related to the Tenancy Agreement**

These network service terms (hereinafter: connection terms) apply to the network services (hereinafter: service) provided by Opiskelija-asunnot Oy Joensuun Elli (hereinafter: Joensuun Elli) to its tenants under a tenancy agreement. The service may include, for example, a fixed network connection (Ethernet, HomePNA) or a wireless network connection (WLAN). Through the connection and network, the tenant may also access services provided by parties other than Joensuun Elli. The connection agreement does not cover such services, and Joensuun Elli is not responsible for them.

#### **1.2 Tenant**

In these connection terms, a tenant refers to a person who resides in a rental apartment leased from Joensuun Elli under a primary tenancy agreement.

#### **1.3 Tenant's Rights**

These connection terms are primarily governed by the provisions of the Act on Residential Leases (31.3.1995/481, AHVL). The service in question is an offering related to the tenancy agreement.

### **2 Formation and Transfer of the Connection Agreement**

#### **2.1 Formation of the Connection Agreement**

The connection agreement (hereinafter: agreement) is formed when both parties have signed it.

#### **2.2 Transfer of the Agreement**

The tenant has no right to transfer the agreement to a third party.

#### **2.3 Right to Refuse an Agreement**

Joensuun Elli has the right to refuse to enter into an agreement if the tenant has intentionally caused technical disruptions to the public telecommunications network or other users by misusing a connection provided by a telecommunications company.

### **3 Service Delivery, Provision, and Use**

#### **3.1 Delivery Time**

Joensuun Elli will deliver the service at the earliest on the agreed date or, if no delivery date has been specified, from the beginning of the calendar month following the formation of the agreement, but no earlier than seven (7) days after the agreement is signed.

#### **3.2 Tenant's Duty to Cooperate**

The tenant must cooperate to the best of their ability to facilitate the service delivery. Joensuun Elli has the right to charge service fees even for periods when the service could not be provided due to reasons attributable to the tenant.

### **3.3 Service Provision**

Joensuun Elli has the right to provide the agreed service in the manner it deems best. It also has the right to make changes affecting the technology and use of the service. If such changes require modifications to the tenant's devices or software, the tenant is responsible for making these changes at their own expense. Joensuun Elli will endeavor to notify the tenant of any changes affecting them within a reasonable time in advance. If the tenant requests changes to the service content, and if such changes are implemented, Joensuun Elli will charge a fee corresponding to the incurred costs. Joensuun Elli also has the right to discontinue the service or any of its features. If the service or a feature is discontinued, Joensuun Elli has the right to terminate the relevant part of the agreement by notifying the tenant within a reasonable time in advance.

### **3.4 Service Content and Special Terms**

The tenant agrees to comply with Joensuun Elli's network usage rules (netiquette). All services include access to the public internet.

#### **3.4.1 Ethernet Connection**

The service consists of a fixed connection provided by Joensuun Elli, either to the entire apartment or a specific room. Joensuun Elli is responsible for the connection's functionality up to the RJ45 socket in the apartment or room. The Ethernet adapter, software, and installation are not included in the service; the tenant is responsible for purchasing and installing them.

#### **3.4.2 HomePNA Connection**

The service consists of a fixed connection provided by Joensuun Elli, either to the entire apartment or a specific room. Joensuun Elli is responsible for the connection's functionality up to the RJ or telephone socket in the apartment or room. The HomePNA adapter, software, and installation are not included in the service; the tenant is responsible for purchasing and installing them.

#### **3.4.3 WaveLAN Connection**

The service consists of a fixed building-wide connection provided by Joensuun Elli. The WaveLAN adapter, software, and installation are not included in the service; the tenant is responsible for purchasing and installing them.

#### **3.4.4 ADSL Connection**

The service consists of a fixed connection provided by Joensuun Elli, either to the entire apartment or a specific room. Joensuun Elli is responsible for the connection's functionality up to the RJ or telephone socket in the apartment or room. The ADSL modem and software installation are not included in the service; the tenant is responsible for their installation.

### **3.5 Software and Documentation Usage Rights**

Joensuun Elli grants the tenant the right to use the software and documents provided under this agreement. The tenant may only use the software and documents according to any applicable license terms accompanying the software and Joensuun Elli's instructions, and only in connection with the service. Ownership and intellectual property rights to the software and documents remain with Joensuun Elli or a third party (such as Joensuun Elli's supplier or subcontractor). The tenant is not allowed to copy, translate, modify, or transfer the software or documents to a third party.

### **3.6 Tenant's Equipment and Software**

Terminal devices and the internal network of the apartment are not included in the connection. The tenant is responsible for acquiring and maintaining any devices, connections, and software that are not part of the service provided under the agreement. The tenant is also responsible for ensuring that these devices and software are approved and do not interfere with Joensuun Elli's operations or network traffic. Any devices or software causing interference must be immediately disconnected from the service.

The tenant is obligated to protect their devices and software to prevent unauthorized access and usage.

### **3.7 Content Delivered Through the Service**

The tenant is responsible for any content they transmit to other users or to Joensuun Elli's or third-party servers through the service. In particular, the tenant must ensure that their transmitted content does not interfere with the network, infringe on copyrights or other rights, violate good conduct (including spam mass mailings), or breach any laws or official regulations.

If an authority or a third party provides evidence that such content has been transmitted through the tenant's service, Joensuun Elli has the right to remove the infringing content, block its usage, suspend the tenant's service, and terminate the agreement immediately without prior consultation with the tenant.

Joensuun Elli is not responsible for the availability, quality, or content of data transmitted through the service. It is also not responsible for any delays, alterations, or losses of transmitted material.

### **3.8 Service Usage**

#### **3.8.1 Data Transfer Limitations**

Joensuun Elli has the right to limit the amount of data transferred through the service.

#### **3.8.2 Tenant's Right to Connect a Local Network**

The tenant has the right to use the connection via a local area network (LAN). The connection includes only one (1) IP address (non-public), so the LAN must use NAT technology, allowing multiple devices to connect simultaneously. All devices connected to the LAN must be for the tenant's personal use (see section 3.8.3).

#### **3.8.3 Sharing the Connection**

The tenant is not allowed to share the connection with others in any form.

## **4 Service Defects, Maintenance, and Fault Repair**

### **4.1 Service Defects**

A defect in the service is considered to exist if it substantially deviates from the characteristics defined in the agreement and if this deviation significantly hinders the use of the service.

### **4.2 Service Maintenance and Fault Repair**

Joensuun Elli maintains the service in operational condition as per the agreement and repairs service defects on weekdays (Monday to Friday) between 8:00 AM and 4:00 PM as soon as possible.

### **4.3 Temporary Interruptions**

Joensuun Elli has the right to temporarily suspend the service if necessary for construction or maintenance work. In such cases, Joensuun Elli will act to keep the interruption as short as possible and to minimize inconvenience to the tenant. Whenever possible and necessary, Joensuun Elli will inform the tenant of the interruption in advance.

## **5 Identification Information**

### **5.1 Tenant Identification Information**

Joensuun Elli has the right, without consulting the tenant, to select the usernames, numbers, addresses, and other identifiers (hereinafter "Identification Information") assigned to the tenant as part of the service. These remain the property of Joensuun Elli, and the tenant has no rights to them after the agreement has ended.

### **5.2 Changing Identification Information at the Tenant's Request**

Identification Information can be changed at the tenant's request for a fee. Joensuun Elli reserves the right to refuse such changes.

### **5.3 Joensuun Elli's Right to Change Identification Information**

Joensuun Elli has the right to change Identification Information if required by official regulations, network structure, service-related reasons, or other technical factors. Joensuun Elli will inform the tenant of such changes within a reasonable time in advance.

### **5.4 Providing Identification Information to Third Parties**

The tenant is not allowed to provide service-related Identification Information to third parties.

## **6 Tenant Information and Its Use**

### **6.1 Provision of Information**

Before the service is activated, the tenant must provide Joensuun Elli with the necessary information required for the service (hereinafter "Tenant Information") and verify the accuracy of the recorded information. The tenant must promptly notify Joensuun Elli of any changes to their Tenant Information.

### **6.2 Directories**

Joensuun Elli has the right to compile a directory of Tenant Information and Identification Information necessary for tenant identification.

### **6.3 Disclosure of Tenant and Identification Information**

Joensuun Elli has the right to disclose Tenant and Identification Information within the limits permitted and required by applicable law.

## **7 Compensation for Costs and Damages, Price Reduction**

### **7.1 Joensuun Elli's Liability for Damages**

Joensuun Elli is obligated to compensate the tenant for direct damages caused by its negligence, provided that the tenant can demonstrate such damages. However, if Joensuun Elli is required to provide compensation to the tenant due to a breach of contract under section 7.3, it is only liable for damages exceeding the amount of compensation granted.

### **7.2 Limitations of Liability for Damages**

Joensuun Elli is not liable for indirect damages or damages resulting from force majeure. Additionally, it does not compensate for damages caused by factors under the responsibility of the tenant or third parties. Joensuun Elli is not liable for exercising its rights under these service terms. Furthermore, it does not compensate for indirect damages suffered by the tenant, such as loss of income, loss of earnings, or other similar financial losses.

### **7.3 Service Interruptions**

If the connection is unusable for more than four consecutive days (96 hours) within a calendar month due to network construction, maintenance, or a fault in the network, Joensuun Elli will, upon request, compensate the tenant by refunding a proportional part of the service fee for the downtime. The maximum refund is equal to one month's service fee. However, Joensuun Elli is not obligated to provide compensation if the fault was caused by force majeure and Joensuun Elli can demonstrate that it was unable to repair the issue within 96 hours of becoming aware of it. Compensation is also not granted if the fault was caused by the tenant's negligence or by another user of the connection or service. Joensuun Elli is not liable for compensation when the connection was unusable due to faults in the tenant's terminal equipment or internal network. This compensation obligation does not apply to service interruptions in internet services.

### **7.4 Faults in Tenant-Controlled Devices or Software**

If the tenant deliberately or despite prior notice continues to use faulty or disruptive devices or software, they are responsible for any damages caused to Joensuun Elli, as well as for any costs incurred in troubleshooting the faults.

### **7.5 Claiming Compensation and Refunds**

Claims for damages or compensation must be submitted to Joensuun Elli within one month from the date the fault was detected or should have been detected, or in the case of delays, within one month from the date of delivery.

## **8 Fees and Billing**

### **8.1 Service Fees**

The tenant pays Joensuun Elli a monthly usage fee for the service as specified in the agreement. This fee is included in the rent payment.

### **8.2 Due Dates and Late Payment Consequences**

The due dates and consequences of late payments follow the terms of the rental agreement between the tenant and Joensuun Elli. Payments are due on the 3rd day of each month in advance and must be

paid together with the rent. The tenant is responsible for fulfilling the contractual obligations and paying the service fees.

### **8.3 Security Deposit**

The security deposit provided by the tenant upon signing the rental agreement, in accordance with the Finnish Act on Residential Leases (AHVL, 31.3.1995/481), may also be used to cover obligations under this agreement and its connection terms. The security deposit does not set a maximum limit on potential compensation claims.

### **8.4 Payment Reminder**

If a payment is delayed, the tenant will receive a payment reminder, which includes the late payment consequences stated in section 8.2.

### **8.5 Connection and Usage Fees, Price Changes**

Joensuun Elli determines the connection fee and the monthly network usage fee. Joensuun Elli reserves the right to change these fees. Any changes to fees will be communicated in accordance with the Finnish Act on Residential Leases (AHVL, 31.3.1995/481), similar to other rental-related fee changes.

## **9 Service Suspension**

### **9.1 Joensuun Elli's Right to Suspend the Service**

Joensuun Elli has the right to suspend the tenant's service if:

**9.1.1** The tenant fails to pay an outstanding amount within two weeks after receiving a payment reminder.

**9.1.2** The tenant continues to use faulty or disruptive devices or software despite a notice from Joensuun Elli.

**9.1.3** The tenant has demonstrably caused disruptions to the network or other users through their service usage.

**9.1.4** The tenant fails to meet contractual obligations or significantly breaches the agreement despite receiving a notice.

**9.1.5** The tenant cannot be reached regarding a significant matter related to the agreement.

**9.1.6** The service was activated based on incorrect information.

## **10. Termination of the Agreement**

Regardless of whether the agreement ends due to the expiration of the fixed term, termination, cancellation, or the end of the tenancy relationship, the resident is obligated to return the equipment included in the connection, such as network cards, adapters, cables, etc., intact to Joensuun Elli. If the equipment related to the connection is not returned or is not in proper condition upon return, Joensuun Elli has the right to charge the resident for them and, if necessary, deduct their value from the resident's rental deposit without further consultation.

### **10.1 Termination**

The resident may terminate the agreement at any time by observing a notice period of one calendar month. Joensuun Elli has the right to terminate the agreement with a notice period of two calendar months unless mandatory legislation dictates otherwise. However, the connection agreement always ends when the tenancy relationship ends, regardless of the reason for the termination of the lease.

### **10.2 Joensuun Elli's Right to Cancel the Agreement**

Joensuun Elli has the right to cancel the agreement if:

**10.2.1** The service has been deactivated at the resident's request.

**10.2.2** An authority has determined that the resident has deliberately obstructed or interfered with telecommunications.

**10.2.3** The service has been deactivated for a reason mentioned in section 9.1 for one month, and the resident has not rectified the issue causing the deactivation within one month of receiving a written request from Joensuun Elli.

**10.2.4** The resident has otherwise materially neglected their contractual obligations or failed to comply with the connection terms despite prior notice.

### **10.3 Form of Cancellation Notice**

The agreement shall be canceled in writing.

## **11. Other Terms**

### **11.1 Notifications**

The resident must send written notifications related to the agreement to the address or fax number specified in the agreement or later provided by Joensuun Elli. Joensuun Elli will send written notifications regarding the agreement to the resident's rental apartment address or email address. Notifications sent by Joensuun Elli by mail are considered received by the resident on the seventh day after being sent.

### **11.2 Force Majeure**

The parties are released from their obligations and liability for compensation if the breach or non-fulfillment of contractual obligations is due to force majeure. A force majeure event is considered an extraordinary and impactful occurrence that arises after the formation of the agreement, is beyond the control of the contracting parties, and whose effects cannot reasonably be avoided or overcome. Such an event may include war, rebellion, requisition or confiscation for public needs, interruption of energy supply, labor disputes, fire, thunderstorms or other natural phenomena, cable damage caused by a third party, or another similar and extraordinary reason beyond the control of the contracting parties. If the fulfillment of a contractual obligation is delayed due to any of the aforementioned reasons, the fulfillment period will be extended as reasonably necessary, considering all relevant circumstances.

### **11.3 Termination of the Tenancy Relationship**

Joensuun Elli may terminate the resident's tenancy relationship under the Finnish Act on Residential Leases (AHVL) if the resident breaches the obligations of this agreement and does not rectify the issue despite a notice. The termination of the tenancy relationship is subject to the provisions of Section 61 of the AHVL. Failure to pay the service fee is considered equivalent to failure to pay rent.

### **11.4 Dispute Resolution**

Disputes arising from the agreement will be handled as tenancy matters in the Joensuu District Court, which is the district court of the property's location.

## **12. Validity of the Connection Terms**

### **12.1 Entry into Force of the Connection Terms**

These connection terms have been in effect since December 1, 2001, until further notice. The connection terms are available free of charge from Joensuun Elli.

### **12.2 Changes to the Connection Terms**

Joensuun Elli may change these connection terms. Residents will be informed of the new connection terms at least one month before they come into effect, either through resident bulletins or otherwise in writing or by email. The amended connection terms will also apply to agreements made before their effective date. When the connection terms are changed, the resident has the right to terminate the agreement within one month without a notice period. If the resident cancels the agreement due to changes made by the company, Joensuun Elli will refund all prepaid fees that apply to the period after the termination of the agreement.