Service description and special terms and conditions of the Elisa Viihde Plus service, 5.9.2023

The service description and special terms and conditions of the Elisa Viihde Plus service apply to the Elisa Viihde service, which always includes the Elisa Viihde digital receiver, while an Elisa broadband connection is an optional feature. With regard to paid content, separate agreement terms apply.

Service description of the Elisa Viihde Plus service

Elisa Viihde is a modern entertainment service that lets you enjoy TV programmes and other entertainment any time you want.

The service includes the following:

- A digital receiver for watching TV programmes and using services
- For TV programmes an unlimited online recording space that you can use to record programmes from several TV channels and watch them in Finland and during short visits to EU countries.*
- A changing range of additional channels**
- TV, web-based and mobile user interfaces for using the service
- Film rental***
- An option to watch pay-TV channels***
- An option to watch programme libraries***

The Elisa Viihde Plus service requires a sufficiently fast internet connection. To view an HD-quality image, a speed of 6 Mbps is enough. To view 4K content (Netflix, YouTube, Elisa Viihde Sport programmes), you need an even faster internet connection. Elisa Viihde Plus can also include a broadband subscription if agreed. The broadband subscription requires a router or modem.

Service features vary by user interface, and not all features are available in all user interfaces. Some services may be subject to an extra charge, depending on the user interface.

The Elisa Viihde Plus service offers unlimited recording space for TV programmes. You can record programmes simultaneously from many freely available channels. You can also record programmes using the smartphone or tablet app. For copyright reasons, not all channels included in Elisa Viihde allow users to record TV programmes. There may be certain restrictions on recording channels or their specific programme content due to a decision issued by the rights holder, legislation or another reason independent of Elisa. Starting from 2017, older recordings (content recorded more than two years previously) are erased automatically from the directory of recorded programmes, in accordance with permissions provided by copyright holders. Advertisements defined by commercial broadcasting
companies that cannot be skipped may be shown at the beginning of programmes recorded from commercial channels.

Elisa collects data about the use and functionality of the service. Elisa develops its services on the basis of customers and uses this data to prevent, detect and fix faults, develop the service, carry out customer communication and marketing activities, and recommend content. Elisa does not disclose any data about individual users of the service to third parties. When using third-party services through the Elisa Viihde user interface, the purposes of use indicated by each specific service provider also apply to the collection of data about the use of the service.

* The channels that can be recorded and the storage period for recorded programmes are subject to copyright restrictions. Customers can watch programmes outside Finland in accordance with the EU directive on cross-border portability of online content when they are temporarily present in another Member State.
** The number and availability of channels may vary.
*** A service subject to an extra charge; the availability of services varies according to the user interface.
Special terms and conditions of the Elisa Viihde Plus service

1. General

The Elisa Viihde Plus service (hereinafter the Service) can only be used for private purposes. These cover personal use and use by people living in the same household.

In addition to these terms and conditions, Elisa’s general agreement terms and conditions for consumer customers apply. If there is a conflict between the content of agreement documents, the order of precedence is as follows:

- the agreement and any campaign terms
- service-specific terms and conditions
- price list
- Elisa’s general agreement terms and conditions for consumer customers

The provisions of section 5 of the general agreement terms and conditions for consumer customers regarding subscription interruptions do not apply to the Service unless the interruption concerns any broadband subscription included in the Service.

2. Entry into force of the agreement

The agreement between Elisa Corporation and the customer enters into force after Elisa or its authorised representative has accepted the customer’s order, or the customer has received an order confirmation. If the customer orders the Service using Elisa’s online service or another remote sales channel, the service agreement enters into force once the customer has received an order confirmation, and after the customer does not exercise their right of cancellation within 14 days of receiving the order confirmation or device. However, the customer does not have any right of cancellation to the digital content of the Elisa Viihde service after the delivery of the content service has started as a result of an order placed by the customer during the validity of the right of cancellation, and after the customer has accepted the lack of the right of cancellation prior to signing the agreement. Digital content includes films available to rent from Elisa Viihde and the TV channels and streaming services available through it.

3. Agreement period and termination of the agreement

Unless otherwise agreed, the agreement period is 24 months, starting from the entry into force of the agreement, during which the agreement is valid as a fixed-term agreement and cannot be terminated. The customer can terminate the agreement so that it ends at the end of the fixed-term agreement period by giving notice to Elisa no later than 30 days before the end of the fixed-term agreement period. Otherwise, the agreement will continue to be valid until further notice with a period of notice of 14 days at prices in accordance with Elisa’s valid price list.

Elisa has the right to terminate an agreement valid until further notice in writing with a period of notice of one (1) month.
4. Devices delivered with the Service and requirements for using the Service

A terminal device (digital receiver) owned by Elisa for using the functions of the Service is delivered with the Service. The customer must return the terminal device that was delivered with the Service to Elisa after the validity of the agreement in the condition it was upon its delivery to the customer. The termination of the service and ending its invoicing require, in addition to what has been said in section 3, that the device has been returned in accordance with the instructions issued by Elisa. Devices delivered with the Service work normally as part of the Service. There may be restrictions on their functionality if they are separated from the Service. The device delivered with the Service may only work in Elisa’s network, or some of its features may work better in Elisa’s network.

The customer must handle all devices included in the Service with care and in accordance with delivered instructions. The customer does not have the right to open any devices or carry out any maintenance, updates or modifications without Elisa’s written consent or instructions. The customer does not have the right to remove or cover any manufacturer’s product logos on the devices. The customer receives a limited right of use to the software of the device. The customer does not have the right to sell, loan, give as deposit, lease out or otherwise transfer any devices included in the Service to third parties. If the device included in the Service is destroyed, misplaced or stolen, the customer is obligated to replace the device on the basis of prices in accordance with Elisa’s valid price list.

The customer is responsible for the procurement of and charges for components not included in the Service, including a subscription, data transfer service or any device required to use the Service.

The Service requires an internet connection. The customer is responsible for devices related to the use of the Service, internet connections and the sufficient protection and functionality of software and its compatibility with the Service. Elisa is not responsible for any services offered by third parties, the functionality of the data network or other functional components, or their impact on the functionality of the Service.

The availability of the Service may be limited by region or device. Elisa has the right to automatically update the software included in the Service and change its settings.

5. Service content

The content of the Service is defined in the service description. Elisa has the right to produce the Service in the manner it deems best, and to change the features and content of the Service or remove parts of them. Elisa is continuously developing the Service and, as a result, the content of the Service may change.

The content of the Service may also change for copyright reasons if holders of copyright do not grant rights to functions of the Service, or if they change or withdraw any previously granted rights. The use of some features of the Service is limited to Finland only.
The storage period of recordings is limited in the Service. The storage period of recordings and restrictions on channels or programme content may change during the agreement period. Elisa has the right to make any changes required by copyright holders or resulting from other reasons independent of Elisa to the maximum storage period of recordings, and restrictions on channels or programme content during the agreement period.

Advertisements from Elisa or its business partners may be displayed in the Service. TV channel advertisements, which may differ from the original advertisements, may be displayed in the customer’s recordings. Skipping advertisements may be restricted.

The Service includes a notification service that regularly informs the customer of any customer benefits and special offers from Elisa and its partners. The customer will also receive notifications by text message, via email and through the user interface. Elisa can update the devices required for the Service remotely without issuing any separate notification.

6. Development of the Service and services being tested

Elisa is constantly developing its services. Development involves trying out and testing various technical features. The Service may include features being tested (’beta features’). Beta features may be available to the customer without any separate charge, without being part of services in accordance with the Elisa Viihde agreement. Typically, such beta features are available for a fixed term, after which they may be removed with no prior notice. The layout of the Service may change at different development stages.

Temporarily and without the customer’s consent, Elisa may interrupt the provision of the Service and limit its use if a specific action is necessary for maintenance or information security. Such an interruption does not comprise an error in the Service.

7. Service charges and ordering additional services

The price of the Service is defined in accordance with the price list valid at the time of entering into the agreement. In addition to the Service, the customer can order additional services subject to an extra charge. Only the customer can order additional services. The customer is responsible for any additional services ordered through the user interface and their payments. Additional services are subject to a charge that is invoiced in conjunction with the monthly bill or otherwise in conjunction with the order. The invoicing period is one (1) month. The customer agrees that the provision of additional services can be started immediately after their order is placed, and the right of cancellation within 14 days does not apply to additional services.

8. The customer’s responsibility for devices and user IDs included in the Service
The customer’s responsibility for the devices, user IDs and passwords included in the Service starts after they have been received. The user IDs and passwords included in the Service are personal, and their use is only permitted for private purposes. The customer is responsible for the proper use of the user ID and password for the Service. Handing the user ID and password over to a third party is not permitted. The customer must notify Elisa immediately if the user ID or password included in the Service has fallen into the hands of a third party.

9. Copyright restrictions on the Service and its use

The Service is only intended for the customer’s private use. The content of the Service cannot be displayed in public or shown to an audience. The customer cannot copy the content of the Service in breach of the legislation and terms of use, or transfer any copies to third parties. The customer cannot use the Service as part of their own service, product or business, or resell the Service delivered by Elisa.

Any intellectual property rights associated with Elisa’s products and services belong to Elisa or a third party such as the software owner. Elisa provides the customer with limited rights of use to the contractual service and software delivered on the basis of the agreement as part of the Service and only for the purposes agreed upon.

If the customer is in breach of these terms and conditions, Elisa has the right to prevent the customer’s access to the Service or terminate the agreement with immediate effect.

10. Use of data and cookies

Elisa collects data about the use and functionality of the service. Elisa develops its services on the basis of customers and uses this data to prevent, detect and fix faults, develop the service, carry out customer communication and marketing activities, recommend content, etc. Elisa can process customer data as well as identification and spatial information in accordance with current legislation and as described in Elisa’s data protection principles.

Data may be disclosed to third parties when required by law. When using third-party services through the Elisa Viihde user interface, the purposes of use indicated by each specific service provider also apply to the collection of data about the use of the service.

To make the use of services quicker and easier, and to monitor the use of services, cookies may occasionally be transferred to the customer’s device, or data about how and when the Service is used may be collected by other similar technologies as part of the application used by the customer. The Customer can prevent the use of cookies by changing their browser or device settings so that the browser or device does not allow them to be stored. The customer acknowledges that preventing the use of cookies or other similar technology may affect the functionality of the Service or prevent the use of the Service.
11. Other terms and conditions

Elisa can send all written notifications concerning this agreement to the invoicing address
the customer has last reported or the email address or mobile phone number the Customer
has reported to Elisa, or by other purposeful means. The customer must ensure that Elisa
has the customer’s up-to-date contact details.