

# Special terms and conditions for mobile communication subscriptions

## 1. Definitions related to the special terms and conditions

The following terms apply to the special terms and conditions:

### Customer

The customer, where both private and corporate customers are referred to. A consumer customer primarily purchases services from DNA for non-occupational purposes. A corporate customer is a natural and legal person who purchases services from DNA for their primary occupational purposes.

### The special terms and conditions

The special terms and conditions applicable to DNA mobile communication subscriptions.

### Devices

The modem and telecommunications terminals and other devices supplied by DNA to the customer at any given time.

### Services

Collectively the device, content, subscription and additional services as well as other communications and added value services offered by DNA at any given time, to which the Customer subscribes.

### Network

The communications network through which DNA offers its services at any given time.

### Subscription speed

The declared realistic maximum speed of the subscription.

## 2. Subscription features

Mobile communication subscriptions refer to mobile phone, mobile broadband and Laitenetti subscriptions offered by DNA. Some of the mobile subscriptions only work in Finland and do not include a roaming option. The lack of the roaming option is separately stated in the subscription product description and the price list. At any given time, the Customer can subscribe to additional services included in the DNA product range.

### 2.1 Mobile phone subscriptions

Standard services included in all mobile phone subscriptions are calls, text messages (SMS) and multimedia messages (MMS). Unless otherwise stated in the subscription's service description or the price list, the subscription includes a data transfer option.

### 2.2 Mobile broadband subscriptions

The core feature of mobile broadband subscriptions is a data transfer service that enables connection to the Internet via a device connected to the mobile communication network, such as a modem, tablet computer or laptop computer.

### 2.3 Laitenetti subscriptions

The core feature of Laitenetti subscriptions is a data transfer service that enables connection to the Internet via a device connected to the mobile communication network, such as a steering device, alarm, camera or temperature sensor. Some subscriptions also include a text message (SMS), multimedia message (MMS) and/or voice service.

### 3. Service settings for mobile phone subscriptions

The service settings required for using multimedia and data transfer services can be requested by texting ASETUKSET (SETTINGS) to 14000 or, alternatively, by entering them manually in accordance with the instructions on the DNA website (dna.fi).

The Customer is responsible for enabling the service settings. If the Customer connects to the service using other settings, the Customer is liable for any service disruptions, damage, and costs possibly incurred by the Customer.

### 4. Calls, SMS and MMS messages

If the mobile communication subscription includes a voice and/or SMS/MMS message service, the use of these are charged according to the price list for the subscription type, whether a charge based on usage, a monthly renewed package, or unlimited usage.

In subscriptions that include a roaming feature, the voice and message services included as basic subscription features are available to the Customer without additional charge throughout the EU and EEA, provided that roaming is reasonable and occasional. With respect to calls and messages, the pricing above applies to roaming calls and messages placed or sent within the EU/EEA area to normally priced fixed network and mobile network numbers within the EU/EEA area.

The pricing is not applicable to calls and messages to service or corporate numbers or other specially priced numbers. They will be charged on the basis of the current price list.

Calls made and messages sent from Finland to other countries are always charged in accordance with the price list for international calls. DNA reserves the right to change the prices of international calls and messages in the event of changes in industry regulations or the market situation. Possible changes to prices will not affect the validity or other provisions of the subscription contract.

### 5. Data transfer

The data transfer service enables Internet connection with mobile terminal devices. The service is implemented with 2G, 3G, 4G or 5G data transfer or other applicable technology. The data transfer service included in a subscription determines the maximum data transfer speed (Subscription Speed), the available data transfer technology, and the maximum amount of data transferable with the subscription. The highest possible data transfer speed in the service is the maximum speed listed for the subscription in the price list. The speed ranges of download and upload rates of the different speed categories are listed in tables 1 and 2.

**Table 1:  
Download speed ranges of speed categories**

Speed category	In 3G network	In 4G network	In 5G network
128 kbit/s	0,1 – 0,128	0,1 – 0,128	-
256 kbit/s	0,1 – 0,256	0,2 – 0,256	-
512 kbit/s	0,4 – 0,5	0,4 – 0,5	-
1 Mbit/s	0,4 – 1	0,5 – 1	-
2 Mbit/s	0,4 – 2	0,5 – 2	-
10 Mbit/s	0,4 – 10	4 – 10	-
21 Mbit/s	0,4 – 21	4 – 21	-
50 Mbit/s	0,4 – 30	4 – 50	-
100 Mbit/s	0,4 – 30	4 – 100	-
150 Mbit/s	0,4 – 30	4 – 150	-
200 Mbit/s	0,4 – 30	4 – 200	-
300 Mbit/s	0,4 – 30	4 – 300	-
4G Max	0,4 – 30	4 – 600*	-
400 Mbit/s	0,4 – 30	4 – 400	10 – 400
600 Mbit/s	0,4 – 30	4 – 600	10 – 600
1000 Mbit/s	0,4 – 30	4 – 600*	10 – 1000

\*maximum network download speed increases continuously as a result of capacity expansions.

**Table 2:**  
**Upload speed ranges of speed categories**

Speed category	In 3G network	In 4G network	In 5G network
128 kbit/s	0,1 – 0,128	0,1 – 0,128	-
256 kbit/s	0,1 – 0,256	0,2 – 0,256	-
512 kbit/s	0,4 – 0,5	0,4 – 0,5	-
1 Mbit/s	0,4 – 1	0,5 – 1	-
2 Mbit/s	0,4 – 2	0,5 – 2	-
5 Mbit/s	0,4 – 5	4 – 5	-
10 Mbit/s	0,4 – 6	4 – 10	-
21 Mbit/s	0,4 – 6	4 – 21	-
50 Mbit/s	0,4 – 6	4 – 50	-
100 Mbit/s	0,4 – 6	4 – 50	-
150 Mbit/s	0,4 – 6	4 – 50	-
200 Mbit/s	0,4 – 6	4 – 50	-
300 Mbit/s	0,4 – 6	4 – 50	-
4G Max	0,4 – 6	4 – 100	-
400 Mbit/s	0,4 – 6	4 – 100	4 – 100
600 Mbit/s	0,4 – 6	4 – 100	4 – 100
1000 Mbit/s	0,4 – 6	4 – 100	4 – 100

The upper limit of the speed range means the maximum realistically attainable speed calculated on the basis of the payload of the IP package using a device that supports said network technology available in the network. The network technology available to the Customer is restricted by the geographical coverage of different network technologies and frequencies, the Customer's subscription type, and the type of device used. You can check the geographical availability details of the different network technologies from DNA's coverage map: [dna.fi/kuuluvuus](http://dna.fi/kuuluvuus).

## 6. Using the service abroad (roaming)

DNA's roaming contracts with foreign operators enable DNA mobile subscriptions to be used abroad (within the coverage area of a given foreign operator). Use of the service while abroad is possible only with subscriptions that include a roaming feature.

Foreign operators' invoicing practices, services, and the quality thereof can differ fundamentally from those of DNA. When DNA's mobile subscription is used abroad in countries where its use is possible and permitted, the legal provisions of the country involved, and the practices, instructions, and regulations of the foreign operator that is used, shall apply. DNA is not liable for the operability or quality of the mobile communication connection or other

mobile services when the mobile subscription is used abroad or in foreign operators' networks.

The legal provisions of the country in which the mobile subscription is used, and the practices of the related network administrator, shall apply to the privacy protection of the customer.

Use of the service outside the EU/EEA is not included in the monthly fee but it is priced and invoiced in accordance with the valid roaming price list. The rate lists for calls, text messages and data transfer from foreign operators' networks are available on the DNA website and from DNA Customer Service.

With regard to roaming pricing, DNA employs price groups for normally priced calls and SMS messages. Calls to local service numbers and video calls are charged in accordance with the prices reported to DNA by the roaming partner in question. DNA is not responsible for any possible changes to these prices.

DNA reserves the right to change roaming charges in the event of changes in industry regulations or the market situation. Possible changes to roaming charges will not affect the validity or other provisions of the subscription contract.

## 7. EU/EEA roaming restrictions

DNA mobile communication subscriptions are intended for reasonable roaming taking place during occasional trips abroad.

Should the EU/EEA roaming service use exceed the limit of reasonable traffic type-specific use, in addition to the domestic prices, DNA shall charge for the EU/EEA roaming an additional traffic type-specific EU fee in accordance with the price list. The amount of the additional EU fees and quotas for reasonable use for each subscription type and service are listed on the DNA website at [www.dna.fi/EUroaming](http://www.dna.fi/EUroaming). The Customer will be notified by SMS when the quota for reasonable roaming is exceeded. If the subscription type does not only include unlimited data transfer in Finland, but also in the following Nordic countries (Sweden, Norway, Denmark) and the Baltic countries (Estonia, Latvia and Lithuania), then data transfer within these areas do not consume the subscription-specific EU data transfer fair use quota.

For permanent (not occasional) roaming, an additional EU fee shall be charged for all roaming services in addition to the domestic price. The Customer's roaming is considered occasional when at least one of the following conditions is met:

1. Traffic volume condition: The total amount of domestic data transfer, call minutes and sent SMS/MMS messages is greater than in the EU/EEA area during the last 120 days, or;
2. Residence condition: During the last 120 days, the customer has spent more time in Finland than in the EU/EEA area.

If neither of the conditions (the traffic volume condition or the residence condition) is met, the customer will receive an automated message warning that the roaming limit has been exceeded and the additional EU fee applies. After the message, DNA shall charge the additional EU fee for roaming services used within the EU/EEA in accordance with the valid price list. Any charged additional EU fees will be refunded if the customer can prove within the next 14 days that the customer is using the subscription primarily in the home country. Additional EU fees will no longer be charged once the use of mobile services meets the traffic volume condition (1) or the residence condition (2).

The pricing applies to customers who are permanent residents of or have a permanent connection to Finland. If the customer cannot prove a permanent connection to Finland, the use of roaming services within the EU/EEA will always be subject to the additional EU fee in addition to the domestic price. A permanent connection to Finland can be, for instance, a regular home address, a job or a place of study in Finland. DNA may ask the customer to provide proof of the permanent connection to Finland when making the subscription contract or at any point in time afterwards, if DNA has reason to suspect that the customer does not have a permanent connection to Finland.

If the use of roaming services is deemed fraudulent, DNA will charge the additional EU fee for roaming services used within the EU/EEA. Use is fraudulent if the customer's subscription has been unused for a long time and it is used primarily or entirely outside Finland, or if the customer has several subscriptions, which are used abroad in succession. In that case, it can be presumed that the customer is seeking to use roaming services fraudulently or abnormally for Finnish prices.

The customer has no right to sell or hand over subscriptions (SIM cards) to persons who are not permanent residents of Finland or who do not have other permanent connections to Finland. If the subscription is sold or handed over to such a person, DNA shall charge the additional EU fee for the use of all roaming services within the EU/EEA in addition to the

Finnish price. DNA also has the right to deactivate such subscriptions immediately and to cancel the contracts applicable to them. Closing the subscription and cancelling the contract does not release the customer from the liability for the accrued payments.

## **8. Factors affecting service coverage and availability**

Data transfer speeds to other servers on the Internet may be lower than the maximum speed of the subscription, as they depend on the speed of national and international networks, server speeds and traffic.

Construction materials, such as masonry, various metals and, in newer buildings, selective glazing, present particular obstacles to radio propagation, which may absorb or considerably hinder radio waves. For instance, stone can create problems with coverage in buildings with thick walls, cellars, tunnels, and incisions made in cliffs. Radio waves can be trapped between two reflecting stone surfaces, such as buildings, which prevent or hinder the progress of the radio wave. Landforms may also prevent the transmission of radio waves. For instance, if there is a high hill between the user of Service and the base station, the signal may not reach the terminal device strongly or at all. Therefore, the DNA network coverage map is only indicative and may include shadow areas where the Service does not work perfectly.

One base station can only transfer a certain amount of traffic. If the mobile network suddenly experiences a great amount of simultaneous traffic, the network may slow down. For instance, networks typically slow down during events attended by large audiences if a great number of people congregate in a location which does not normally experience heavy mobile traffic. The user of a mobile device attempting the call will then receive a network busy message or hear a busy tone.

Due to network load, data transfer may also slow down, experience disruptions or cease to operate entirely. Speeds are also affected by the terminal device, software and applications used.

The radio capacity of DNA's mobile network can be allocated in such a manner that a subscription with a higher maximum speed gets a higher data transfer speed than a subscription with a lower maximum speed even in the event of network congestion.

In capacity allocation based on speed categories, the differences in the capacity offered to different customers do not exceed the relative differences between the speed categories. A subscription with a

maximum speed of 300 Mbps, for example, can get a capacity up to six times the capacity of a 50 Mbps subscription. If the number of customers in the area of a single base station is so high that each customer with a 50 Mbps subscription will only get a speed of 10 Mbps, the customers with 300 Mbps subscriptions can nevertheless get a data transfer speed of 60 Mbps in the area of the same base station at the same time. Any differences greater than this in the actual data transfer speeds result, for example, from customers' different radio conditions and device features.

DNA may prioritize the delay or latency of data transmission by subscription type. Latency means the time taken to transmit data packets. Latency has particular importance in time-critical services, such as online gaming and devices that use the Internet of Things (IoT).

Random disturbances and delays of a short duration, as well as disruptions in telecommunications, may occur in mobile telecommunication networks. These result from a variety of factors, such as radio and network technology, network and system characteristics, network load, or service and maintenance operations. Other factors restricting the functioning of services are violations of data security, the Customer's equipment, obstacles in the terrain, buildings, the prevention of data security threats, and the number of users.

If the data transfer connection is terminated or interrupted, it is possible that files or their parts are lost, remain undelivered or are received incomplete or faulty. DNA shall not be liable for any resulting damage caused to the Customer.

DNA provides information on non-minor changes affecting the Customer's Services, of which they become aware before they are implemented, in accordance with DNA's general terms and conditions.

## **9. Subscription features and restriction services**

The subscription data transfer service includes support for IPv6. By default, the data transfer service uses network address translation (NAT) for IPv4 addresses. Thus, the Service is not assigned an individual public IP address and the function that opens a data transfer connection from the Internet to the terminal device is not enabled. Mobile broadband and Laitenetti subscriptions also include the option of activating a public IP address, for instance, for the purpose of using a wildlife camera or for online gam-

ing. You can find the activation instructions on DNA's website ([dna.fi](http://dna.fi)).

DNA constantly develops the features of its subscriptions, and aims to facilitate the versatile use of the subscription. DNA may add new properties to the basic properties of the subscription.

The Customer can prevent the use of data transfer services on a mobile phone subscription by activating the DNA Dataesto service (see instructions at [dna.fi](http://dna.fi)).

The customer may request limitations to the use of the subscription or blocking outgoing traffic of a specific type by ordering available barring services. If, at the request of the Customer, this restriction is later cancelled, DNA is entitled to charge a fee for this procedure, in accordance with the price list.

## **10. Traffic management**

The purpose of traffic management is to facilitate the efficient use of network resources and optimise overall data transfer quality to provide the best possible service to all customers. DNA uses traffic management to respond to challenges posed by sizeable and often unpredictable fluctuations in traffic volume in order to ensure the reliable operation of critical services and applications regardless of traffic volume.

The effects of traffic management on the Customer are nearly always minimal. Such effects include, for example, temporary decreases in connection speed or increases in latency, which usually coincide with congestion peaks in network traffic.

DNA reserves the right to use temporary traffic management methods on its network, which may target the Service user's applications, services or contents or which are dependent on the recipient, sender or terminal device, when necessary to:

1. comply with a statutory requirement, a court decision or a requirement pursuant to an order or decision by the authorities. The management methods are implemented in accordance with the scope and time period required by the order or law; or
2. ensure the integrity and security of the network, the services provided via the network, and the terminal devices of end-users. The management methods may be allocated to the connection posing a threat to the integrity or security of the network or the terminal devices until the threat has been blocked; or

3. prevent imminent network congestion or to mitigate the impact of exceptional or temporary network congestion to the extent and for the time period required by the circumstances.

Traffic management methods employed by DNA include traffic queuing, prioritisation and reduction and communicating the congestion to Customer applications. These methods are employed automatically and their dynamic effects cannot be estimated precisely for each application. We continuously monitor network performance, optimise traffic flows and increase network capacity in order to ensure that the effects of traffic management to customers are as minimal as possible, regardless of service or application.

DNA may also temporarily restrict the use of the service due to service availability, filtering of harmful traffic or other data security measures, either by blocking certain communications methods (protocols) or communications ports, or temporarily deactivating the subscription's ability to transfer data. Traffic management in order to prevent network congestion or to mitigate the impact thereof may temporarily slow down the data transfer connection. Automated systems can be used to restrict traffic or temporarily disconnect the data transfer services of the subscribers.

Traffic management methods include, for instance, network availability restrictions implemented by a court order, which block the use of network services that are used to illegally share content protected by a copyright. Such blocks can be implemented so that the user of the Service is denied access to some web addresses or so that some web server addresses are not sent to the user of Services from the DNA domain name system (DNS). Other traffic management methods also include port blocks based on data security. Port blocks can be used, for instance, to restrict the exploitation of a wide-scale vulnerability. New data security threats appear on a regular basis. You can find an updated list of ports blocked for data security reasons on the DNA website at dna.fi.

To ensure a good and fast user experience equally for all customers, DNA reserves the right to manage the data transfer capacity of the network on a customer-by-customer basis. This means traffic management during peak hours for customers whose data usage has exceeded 200 GB during the month.

Outgoing SMTP email traffic from the subscription to port 25 is only allowed for DNA's own SMTP serv-

ers, in accordance with the regulation of the Finnish Communications Regulatory Authority.

## 11. Service restrictions

The subscription and its included services may not be resold or offered as part of another service, used in primarily business activities or as part of automated services, or used with the assistance of automated systems. The Customer is responsible for making sure that service use does not cause disruptions to the network, including burdening the network with an abnormal amount of mobile messages. Mobile communication usage is deemed abnormally high if it exceeds 10,000 minutes of calls, more than 10,000 SMS/MMS messages or more than 500 GB of data transfer during a single month.

Using the service primarily for routing calls between networks is not permitted.

If it is discovered that the Customer uses the subscription in violation of these terms and conditions, DNA has the right to block or terminate the Service and claim damages for any losses caused by such violation.

To prevent abuse, the Service does not work abroad (i.e., roaming is entirely blocked) if the subscription has not been used in Finland at all.

DNA has the right to intervene in subscription abuse pursuant to the general terms and conditions of the contract.

## 12. Data security

Wireless communications between the mobile communication network base station and the mobile device are encrypted. When accessing the Internet, the Customer shall ensure that any confidential information transferred is encrypted.

The Customer is responsible for the protection and data security of the information systems, LAN or other similar equipment and systems of the terminal device (such as a phone or laptop computer) used by the Customer. The Customer is also responsible for working personal firewalls and antivirus software as well as installing the necessary updates for operating systems.

The Customer must take care in storing, protecting, and using the subscription. The PIN codes, SIM card, or phone must not be left unattended. The default PIN code should be changed for a new one

and where possible, automatic locking and a security code should be used for the device.

Any personal codes required to make the connection must be stored carefully in order to prevent the codes' disclosure to a third party.

### **13. SIM card**

Unless otherwise agreed, the Subscriber Identification Module (SIM) card that contains the international customer identification code remains the property of DNA. The Customer is allowed to use the SIM card only in an operational telecommunications terminal of an approved type, in line with the regulations on radio apparatus.

DNA has the right to update the SIM card with foreign operators' reference lists, and to optimise the technical structure of the SIM card to enhance the co-operative nature of the mobile phone network environment and the SIM card, and to maintain the service quality DNA provides. DNA has the right to replace the SIM card.

If the SIM card is in the possession of a lost property office or some other organisation whose purpose is to return lost items to their owners, as described in the legislation on lost property, DNA has the right to hand over information on the owner or holder of the mobile subscription, including their contact information, to that office. This applies only if the information is of help in returning the SIM card or device to its owner, and if the Customer has not forbidden DNA from handing over said information.

### **14. Duration of the Contract**

The Service Contract can be either fixed-term or temporary. If the Contract is for a fixed term, it is valid for a fixed period at a time. After the fixed-term contract period has expired, the contract remains in force until further notice, unless the Customer has given notice of termination no less than two weeks before the conclusion of the contract period or unless DNA has given notice of termination no less than a month before this time, terminating the contract at the end of the fixed term.

If the Customer exercises the right to reassign the telephone number to another carrier during the fixed term, the Customer's fixed-term contract with DNA will remain valid regardless of such reassignment, and the Customer is liable for the fees and charges under the contract until the end of said fixed term.

These terms and conditions do not restrict the legal right of a consumer customer to cancel a contract during a fixed-term contract period due to unforeseen personal circumstances. The Consumer Customer is responsible for providing evidence of said unforeseen personal circumstances and a written explanation of the grounds for cancellation to DNA.

### **15. Delivery, fees and invoicing**

The maximum service delivery time is 10 working days from the acceptance of the order. Additional services will enter into force immediately when a new subscription is activated, unless otherwise specified for a given additional service.

DNA delivers the Device to a DNA shop near the Customer or using another agreed upon delivery method. The delivery time of the equipment may vary depending on the demand for the Device and the manufacturer's stock. Delivery times shall be agreed with the Customer on a case by case basis. The Delivery is deemed completed when the Customer has received the Device and/or the Service and started using them. Devices or Services will not be delivered by mail outside Finland or to Åland.

The services ordered by the customer are invoiced in accordance with the valid DNA price list and its terms and conditions.

DNA decides the service charges and invoicing periods. If the customer chooses to combine invoices for multiple subscriptions under a single invoicing agreement, then a single invoicing period will be applied. DNA is not obliged to accept cash payments. The customer must inform DNA of any change in the customer's invoicing address, home address or name.

If the Customer has given a third party's invoicing address or named a third party as the user of the subscription, said third-party does not have the right to order additional services for the subscription unless the Customer has assigned this right to the user or the invoice-payer. In order to maintain the ability to use the service, DNA has the right to charge the fixed time-based basic fee specified in the price list. The basic fees are charged for each invoicing period. The basic fee must also be paid for the period during which the service was closed. If a corporate customer's contract is terminated part way through a contract period, a basic fee for the entire invoicing period will be charged, and the basic fee will not be refunded.

If a consumer customer makes a query regarding the invoice prior to the due date to the address given on the invoice, DNA will not terminate the communications service for the period during which the validity of the invoice is checked. This termination restriction does not apply to services excluded from general telecommunication nor to the undisputed part of the invoice or other undisputed service payments, which must be paid by the due date despite the reminder. If the complaint is unfounded, the customer must pay the invoice with penalty interest immediately after being notified of the result of the examination of complaint.

## 16. Validity and other terms and conditions

These special terms and conditions shall come into effect on 24th June 2020 and remain so until further notice. These terms and conditions replace the special terms and conditions for mobile communication subscriptions from 15th April 2020 that have since been discontinued.

These special terms and conditions apply in contracts for telephone subscriptions, mobile broadband

subscriptions and Laitenetti subscriptions. In addition to these special terms and conditions, DNA Ltd's valid general terms and conditions for private consumers or corporations and organisations, in accordance with the customer relationship, specified in the order contract shall apply to the contract.

In the event of any disputes that arise between the order contract, DNA's general terms and conditions and these special terms and conditions, the following order of precedence is applied:

1. The subscription contract
2. The special terms and conditions
3. The price list
4. The general terms and conditions

These terms and conditions shall not limit the consumer customer's rights pursuant to mandatory consumer legislation or other mandatory legislation.

