SPECIAL TERMS AND CONDITIONS – DNA TV AND ENTERTAINMENT SERVICES

General
These special terms and conditions shall be applied to the ordering and usage of the DNA TV subscription, channel packages or other TV and content services or parts thereof offered by DNA Plc or its Group company (hereinafter “DNA”) in Finland.

Section 2 of DNA’s general terms and conditions for consumer customers shall be applied in the preparation of the contract, its period of validity, and any possible advance payment or security deposits.

Definitions related to the special terms and conditions

Customer
A consumer customer who orders the DNA TV subscription and/or DNA TV services and/or devices for purposes unrelated to his or her professional business activities.

Device
Devices directly or indirectly related to service use sold or rented to the customer by DNA or its representative at a given time, including the digital receiver, television set or other viewing device as well as the modem or other telecommunication terminal, antenna, cables, card reader, smart card, etc.

Additional service entailing a fee
Additional services entailing a fee include pay TV channels and packages, rental films, programme libraries and other similar services that can be ordered in addition to the Basic service and for which the customer is separately charged the price stated in the price list valid at the moment.

Programme channel
A programme channel refers to a television channel or other similar programme stream distributed over DNA’s Network.

Smart card
A physical smart card/viewing card that is provided by DNA for watching pay TV channels. This card is installed in a set-top box, card reader or other compatible device. For example, the DNA TV card.

Services
Content and other services offered by DNA at any given time, to which the customer subscribes at said time.

Basic service
Free-to-air television channels as specified by DNA at any given time, as well as other possible content, functionality and EPG data. This service does not include devices. The customer must have the devices for ordering and using services, unless otherwise agreed.

Content service
Content services refer to the availability of programmes, channels, channel packages, rental films, programme libraries and other content services offered by DNA to its customers via a communications network controlled by DNA or another party. A content service offered by DNA may comprise, for instance, items such as an individual programme, channel, channel package or other similar item. Content services also include a programme’s subtitling, metadata, programme, channel and channel package encryption and decryption by means of a smart card or other encryption method, and those information society services that do not completely or partially consist of transferring signals over the network. The content services are only aimed at consumer customers unless otherwise specified by DNA.

Contract
A contract between the customer and DNA, in which the services ordered by the customer are specified and to which the DNA Plc general terms and conditions for consumer customers and these special terms and conditions as well as any applicable special terms and conditions shall apply.

Applications
Applications that may have been previously installed on the device or downloaded by the customer from an application store (e.g. Netflix).

Network
Network refers, in these terms and conditions, to the network through which DNA offers its services at any given time, such as the cable (DVB-C), antenna (DVB-T/T2) and data networks. The network may also be implemented using different data transfer methods, or the network may be managed and/or owned by a party other than DNA.

1. Service description

DNA TV subscription service description
The DNA TV subscription consists of content services produced and compiled by DNA, programme providers, or other third parties; these services may include individually offered programmes, more extensive programme libraries or other content such as video rental, or other services related to content such as DNA TV application, which enables, for example, recording and watching programmes on different devices. The service is comprised of the basic service and additional services entailing a fee, such as channel packages or programme libraries that are subject to a separate fee.

If necessary, upon separate agreement with the customer, the service may include a digital receiver or other terminal device, broadband or telephone subscription, a smart card, or other services offered by DNA at the time. The price of the service depends on the free services and additional services entailing a fee selected by the customer, which may include content services, devices, subscriptions, or other services.

Content services

1. DNA content services
Content services comprise programme channels produced and compiled by programme providers or other third parties that DNA distributes to its customers either individually or as part of larger channel packages or programme libraries or a combination of these. The service includes free basic services of the television network and additional services that entail a fee. Geographical restrictions apply to the availability of the service as well as that of the aforementioned components. You can check availability with DNA customer service or at www.dna.fi.

2. Third-party content services
The customer may also purchase and use services entailing a fee that are provided by third parties and form a customer relationship between the customer and the third party (e.g. video rental subject to a fee).

3. Content services downloaded by the customer via applications
Applications that are preinstalled on the devices or downloaded by the customer from an application store contain content produced by third parties.
parties that may or may not be subject to a fee. Use of the applications is at the responsibility of the client, and the terms and conditions of the third party in question are applied. The customer relationship of the service is formed between the customer and the third party, and the customer shall remunerate any content subject to a fee with the payment methods specified by the third party.

DNA is not liable for the content services provided by third parties or their content or classification in accordance with the Finnish Act on Audiovisual Programmes, nor does DNA have control over or knowledge of the services, orders or their related fees of the applications used by the customer.

The technical prerequisite for the functioning of the service is a broadband modem or router and a broadband subscription where the actual download speed for Standard Definition (SD) programmes is at least 10 Mbit/s. When viewing High Definition (HD) programmes, the actual download speed should be at least 20 Mbit/s with a consistent connection speed range. Using the service with a slower connection may cause disruptions in the image quality and the programme that are not related to the service. Simultaneous use of the broadband connection with other parts of the DNA TV subscription may impair the usability of the service or prevent it from functioning. Using some of features of the DNA TV subscription also requires a television equipped with HDMI input, a digital receiver required for the service, and, in some cases, a smart card. If using a feature of the service requires a set-top box, it must be approved by DNA or an approved Antenna Ready or Cable Ready device and connected either to DNA’s DVB-C cable network or a terrestrial network via which DNA offers its content services. Additionally, in the case of set-top boxes provided by DNA, it is sometimes sufficient that the device is connected to a sufficiently fast broadband connection. The service will not necessarily function with a DVB-T or DVB-C device or technology of another operator or party. If the service requires a smart card, it will only function with a smart card approved by DNA. The customer is solely responsible for the purchase of an appropriate television and the necessary subscriptions or equipment, unless a separate agreement regarding them has been made with the customer. DNA is not responsible for the functionality, devices or network of an Internet connection provided by another operator, or their effect on the quality of the service when using the DNA TV subscription. Geographical restrictions apply to the availability of the service as well as that of the aforementioned components. You can check availability with DNA customer service or at www.dna.fi.

DNA continues to develop the DNA TV subscription and content services. As a part of service development, DNA tries and tests different features. These features in beta phase may be available for a fixed term, which means that their availability may not always continue until the end of the customer’s contract. Any possible individual beta features of the service are not included in this service in accordance with the DNA TV subscription’s service description, and as a rule, they are not included in the basic fee for the DNA TV subscription; however, the beta features may also be free of charge.

2. Service functionality

DNA provides the services in the manner it sees fit, and the content and functionality of the services is defined on a service-specific basis. Programme providers and other third parties are responsible for the content of their provided services (including EPG data, age restriction classifications, channel audio tracks, etc.).

DNA will develop the services and ensure that they function as flawlessly as possible. DNA has the right to make amendments that affect the technology, content and use of the services, including the right to transfer channels between technologies in the terrestrial network, and the right to update the equipment software through the network. Updates and changes may cause temporary disruptions in the reception of the service. The customer agrees not to interrupt updating procedures. If the amendments require changes in the customer’s equipment or software or other measures taken by the customer, DNA must inform the customer well in advance of said changes. Should technical features of the customer’s equipment or software require adjustments or modifications due to the amendments, or should the technical level of the customer’s equipment or software be inadequate for the use of the service after the amendments, the customer will be liable for any changes required to the equipment or software at his or her own expense. DNA is not responsible for the preservation of customers’ recordings or failures in recording.

The service entails the distribution of the content of the services to the customers who are located within that service’s area of availability and who have the technical capacity and the required devices for receiving the service. Variation and alterations in channel and content selection due to reasons fully or partly beyond DNA’s control are a normal feature of content services. DNA cannot affect the decisions made by channel and programme providers or third parties concerning the content of the services. This means that, for example, the provision of a channel, series, or sport in a channel package may end or change during the contractual relationship. The aim is to maintain the content of the service during these changes sufficiently diverse and as similar as possible. If this is not possible, the customer has the right to terminate a fixed-term contract when the content of the service changes. Content services may change or be interrupted or their distribution may end due to reasons such as the discontinuation of operations or services provided by a programme provider, or altered satellite or satellite signal frequencies. Broadcasting interruptions may also occur due to reasons caused by third parties such as some restrictions applying to the broadcasting of content. Distribution may also cease if DNA and the programme provider cannot reach an understanding on the terms of distribution or if DNA decides, based on its customer surveys, that some programme channels, content services or service features do not meet the wishes of its clientele. Similarly, DNA may extend the channel content of the channel packages if it offers, its other content offerings, or the service features.

3. Delivery and installation of the service

The service may be delivered by such means as providing the customer with the necessary codes and passwords in order to use the service. Using the services is possible within the service-specific time limit announced to the customer, or, unless otherwise stated, within a reasonable time from the time of delivery. Delivering and using the services requires the customer to have arranged for the installation and functionality of his or her own equipment and other matters that are the responsibility of the customer.

The customer is responsible for the final implementation of services. Otherwise the terms and conditions for delivering the service are recorded in Section 3 of DNA’s general terms and conditions for consumer customers.

4. Functionality of the service, defects, delays, and damages

As per the contract, DNA is responsible for the functionality of the services in the cable network, extending to the building amplifier or hub located in the customer’s building. In terrestrial networks, DNA is responsible for distributing the programme signal from the transmission bases it manages. For the content transmitted via DNA’s telecommunications network, the special terms and conditions for DNA’s fixed broadband services or DNA’s mobile broadband valid at the time shall be followed. If the customer uses a network other than DNA’s telecommunications network, DNA shall not be responsible for the service’s functionality, speed, or the functioning of a service provided by DNA when using the connection in question. The customer is responsible for service reception and its required equipment.

DNA is not liable for errors caused by software or terminals for which the customer is responsible, or by their erroneous use or the defective condition of indoor wiring. DNA is not liable for the functionality of services provided by third parties that are available via the service. DNA must rectify any disruptions and defects that it is responsible for without delay, during its normal business hours. Common disruptions include temporary service outages and variations in quality. These kinds of occasional disturbances or outages are not considered defects of the service.

Otherwise, sections 5.3, 5.4, 5.5, 5.6 and 5.7 of DNA’s general terms and conditions for consumer customers shall be applied to defects, delays and force majeure events concerning the service and the construction and maintenance of the network.

5. Special terms and conditions for the service

Use of the services requires that a signal that can be distributed to the customer using the transmission network can be received at the usage site. When the cable network is used, the customer must ensure that he/she or his/her housing company has a valid subscription contract with DNA, enabling the reception of the signal. When other transmission methods are used, the customer must ensure that the usage site is located within the coverage area of the transmission network, and that he or she has acquired and properly installed the equipment required for service reception.

In addition, the devices, features and telecommunications connections defined in the service description are required for the use of the DNA TV subscription. The service may only be used in Finland.
Cable network

Terminal device

Watching broadcasts via the cable network requires:
- A DVB receiver with digital encryption provided by DNA.

6. Service availability

A list of the devices included in the service, the required properties and standards, the additional services available at any given time, and the valid special terms and conditions and price list can be found at www.dna.fi/tv.

7. Usernames, passwords and identification data of the customer

The use of the DNA TV subscription requires a username, a password, and a PIN code. The customer is responsible for the appropriate use of the username, password and PIN code. The service’s username, password and PIN code are personal, and they are only allowed to be used for private use. Disclosing the username, password, or PIN code to a third party is forbidden. The customer is responsible for the orders of additional service made using the customer’s username, password and PIN code in the service as well as any fees incurred by them. The customer needs the PIN code for purposes such as renting videos.

The DNA TV subscription or a channel package or other third party content services may have available content with an age limit, or the material may be interpreted as obscene or offensive. All programmes transmitted by DNA may be absolutely forbidden to make content forbidden for children under 18 years of age available to a minor. The customer must notify DNA immediately if a third party has gained knowledge of the username, password or PIN code related to the service.

A part of the service may include the right to view content via the Internet. In such cases and to the extent necessary for the providing of the service, DNA may disclose the identification data of the customer needed to verify the right to view the content to a third party providing the content or a part of it. This information may be e.g. e-mail address and/or postal code.

8. Marketing and customer communication

Granting marketing permission for electronic direct marketing is a prerequisite for purchasing the DNA TV subscription, channel packages and content services. The marketing permission shall be notified in connection with the purchase and on the contract form. Customers who have granted the marketing permission will receive regular up-to-date information on the products, customer benefits and offerings of DNA and its partners through their subscription, for instance by text message, multimedia message and/or e-mail. Mobile phone network location data and terminal device data can be used in marketing, along with other identification data relating to communication and service use, such as subscriber numbers and times and durations of the connection established. Identification and location data shall be processed only for the duration of the operations required for the purposes listed above. The customer signing this contract is responsible for ensuring that the person to whom the subscription is transferred for use agrees to receive marketing messages in compliance with this contract.

The customer is entitled to cancel the direct marketing permission granted by notifying DNA customer service.

DNA may send news about the service and bulletins concerning changes to the service electronically to the e-mail address given by the customer to DNA or to the telephone number via SMS or MMS.

9 Right to cancel additional services entailing a fee

The customer does not have a right to cancel additional services entailing a fee that have been ordered in connection with the DNA TV subscription or a channel package after the execution of the additional service entailing a fee has begun.

Additional services entailing a fee are not considered defective based only on defective advance information, such as the duration or production year of a film; therefore, defective advance information does not grant the customer a right to cancel the services.

10. Use of the Service

The customer uses the service at their own responsibility. The customer shall ensure that DNA has up-to-date contact information on the customer. The customer may not forward a programme service, content, content service or a part thereof to a third party. If the customer allows a third party access to the programme service, content, content service or a part thereof, DNA shall have the right to terminate the contract immediately.

The customer has no right to unscramble or attempt to unscramble the device encryption in any way while using the service. If the customer has attempted to unscramble the device encryption, DNA shall have the right to terminate the contract immediately. Otherwise, Sections 4.1, 4.2, 4.5 and 4.6 of DNA’s general terms and conditions for consumer customers shall be applied to the use of the service, liability for the use, functionality of the service, and information security.

11 Intellectual property rights

The service includes material protected under copyright, trademark rights, and other intellectual property rights. The intellectual property rights to the service and the programmes and services transmitted in the service belong to DNA or a third party. The programme services transmitted by DNA are intended for the personal use of the customer, and it is forbidden to show in public, distribute to third parties, or otherwise utilise commercially the protected material in whole or in part, unless legislation permits it in exceptional cases. In such case, the name of the author or holder of the right must be mentioned. It is forbidden to show the service to the customers.
of a restaurant or a retail business. The customer does not have the right to record, re-broadcast, present, or otherwise use programmes or services in ways that contravene copyright legislation. DNA is not responsible for the contents of the programme service. The holders of the rights are responsible for the content. DNA has the right to prevent the illegal copying of the content and the programmes by including restrictions on the devices in which the smart card is used.

12. Devices

The customer is responsible for the acquisition and proper installation of the devices required for service use. The required devices must be selected to suit the features of the network and service. The customer is responsible for the reception and installation of software updates for the devices. If a device endangers or causes disruptions to the network, device, communications network user or other individual, DNA is entitled, in order to rectify the situation, to completely or partially prevent the device from being used in the network without first contacting the customer. DNA will seek to inform the customer of this matter in the appropriate manner.

Smart card

DNA shall provide the customer with a smart card if necessary, based on a separate order and in exchange for a fee. The customer may in some cases need this card in order to be able to order and view pay TV services entailing a fee, such as encrypted television channels or rental films. The card remains the property of DNA, and upon expiry of the contract, the customer must return the card to DNA within seven (7) days. In any case, it is considered that the contractual relationship between DNA and the customer continues in accordance with these terms and conditions until the smart card has been returned. If the customer fails to return the smart card despite a notice by DNA, then DNA shall have the right to either retrieve the smart card or to collect the price of the smart card from the customer. DNA has the right to charge all costs incurred by the collection and retrieval from the customer.

DNA has the right to update, replace or change the smart card due to technical or other reasons. The customer is responsible for handling the smart card with due care and attention as per the instructions provided by DNA. The customer must notify DNA of any defects in the card, or if the card is lost, without delay so that the card can be repaired or exchanged. DNA is responsible for the defects occurring in the event the device it has delivered, unless the defect is due to carelessness on the part of the customer or intentional actions against these terms and conditions or instructions provided by DNA.

The customer must install the smart card in accordance with the instructions provided by DNA, and the card may only be used in one device at a time. The customer must store and use the smart card with due care and attention, and the customer does not have the right to sell, donate, or in any other way hand over the smart card to a third party. The smart card may only be used in Finland, and it may not be taken outside the country. If the smart card is used in connection with services offered by other service providers, DNA shall only be responsible for ensuring that the smart card is free of defects at the time of its transfer and that it is compatible with services that correspond to the services in accordance with this contract. DNA has the right to charge a fee for the smart card with regard to the use of DNA's smart card in connection with services offered by other service providers.

If desired, the customer can place a parallel order of available content services, such as channel packages. Parallel orders are personal and they may only be used in Finland, and it may not be taken outside the country. If the smart card is used in connection with services offered by other service providers, DNA shall only be responsible for ensuring that the smart card is free of defects at the time of its transfer and that it is compatible with services that correspond to the services in accordance with this contract. DNA has the right to charge a fee for the smart card with regard to the use of DNA's smart card in connection with services offered by other service providers. The customer must install the smart card in accordance with the instructions provided by DNA, and the card may only be used in one device at a time. The customer must store and use the smart card with due care and attention, and the customer does not have the right to sell, donate, or in any other way hand over the smart card to a third party. The smart card may only be used in Finland, and it may not be taken outside the country. If the smart card is used in connection with services offered by other service providers, DNA shall only be responsible for ensuring that the smart card is free of defects at the time of its transfer and that it is compatible with services that correspond to the services in accordance with this contract. DNA has the right to charge a fee for the smart card with regard to the use of DNA's smart card in connection with services offered by other service providers.

If desired, the customer can place a parallel order of available content services, such as channel packages. Parallel orders are personal and they may only be used in Finland, and it may not be taken outside the country. If the smart card is used in connection with services offered by other service providers, DNA shall only be responsible for ensuring that the smart card is free of defects at the time of its transfer and that it is compatible with services that correspond to the services in accordance with this contract. DNA has the right to charge a fee for the smart card with regard to the use of DNA's smart card in connection with services offered by other service providers.

Rental devices

The rental devices and their enclosed accessories specified in the contract and provided to the customer for use of the Services remain the property of DNA. The customer is responsible for installing the devices and creating the proper installation environment in accordance with the instructions enclosed with the service. If necessary, the customer must execute software and equipment updates via the network as per the applicable instructions. The customer must use the device with due care and attention in accordance with applicable instructions issued by DNA or the manufacturer.

The customer must not dismantle the device or perform modifications that he or she has not been specifically instructed to make. The customer is responsible for any loss or damage to the device. In this event, the customer is obliged to reimburse DNA for the value of the device as per the valid price list. The customer is responsible for any possible batteries in the device and for changing them. Only DNA or an authorised repair shop may repair the device. Due to technical or safety reasons or other serious reasons, and provided that the new device enables the customer to use the services he or she has ordered, DNA is entitled to require that the customer return the leased device or an enclosed accessory, to allow them to be replaced. If the device leased by the customer from DNA exhibits defects or disturbances, or if the device is damaged or lost, the customer must inform DNA customer service thereof immediately and, upon DNA's request, return the device. If the customer can prove that the damage to the device is not due to misuse or inappropriate handling of the terminal, negligence by the customer, an accident or any other reason that is the responsibility of the customer, DNA will replace the defective device with a new one free of charge. DNA is not responsible for the operability or non-operability of the device as part of the equipment assembly carried out by the customer. Nor is DNA responsible for malfunctions caused by any other equipment owned by the customer or the circumstances of the customer that are beyond DNA's control.

The customer shall not have the right to sell, lend, mortgage, lease or in any other way hand over the device rented by DNA to a third party.

Payment in instalments/devices with a payment plan

Ownership and liability for risk of a device with a payment plan, as defined in the contract, shall transfer to the customer at the time of delivery of the device. The customer is expected to inspect the device immediately after delivery and to read through the device's operating instructions and terms and conditions before use. The customer is responsible for the payments in accordance with the contract even if he or she has handed over the device for use by a third party. Even if the device is stolen, lost or broken, the customer shall not be released from the obligation to pay DNA the charges in accordance with the contract. The customer is responsible for the safety, data protection and settings of the device.

When purchasing the device with a payment plan, the customer commits to paying the total price of the device within the agreed term of payment. The customer shall pay the full price agreed upon in the contract in equal monthly instalments in accordance with the monthly instalment and the length of the contract period, which form the total price of the device. If the contract is terminated before the device has been paid in full, DNA shall have the right to charge the remaining monthly payments from the customer. The price stated in the contract includes VAT. The contract period and the customer's obligation to pay the monthly instalments shall begin when the device has been received. Invoices must be paid on the due date marked on the invoice at the latest, using the account and reference number information on the invoice. The customer shall have the right to pay off all remaining monthly instalments early as a single payment. The single payment must be made using the account and reference number information provided on the invoice.

DNA shall have the right to have the remaining payment instalments fall due immediately, if the customer has failed to pay the invoice that contains the monthly instalment for the device, the payment has been delayed for at least one month, and the delayed payment is at least 5% of the total price of the device purchased with a payment plan contract, or if the customer has committed some other significant breach of contract. The device includes the manufacturer's warranty, whose terms shall be observed. The devices are sold "as is". DNA shall not be obligated to pay compensation for any direct or indirect damages caused by any defect in a product. DNA is not responsible for the data or software stored on digital media when the customer has the liability for risk. The customer must make sufficient backup copies of the programmes, files and other information stored on the device before the device is taken in for warranty service or repair.

13. Right of withdrawal/return

In the case of distance sales, the customer has the right to return the device within a period of 14 days from receiving the device or its first
delivery lot. The sender is responsible for packaging. The device must be packaged carefully to prevent it from being damaged during delivery. The return delivery must include all equipment delivered with the device. DNA is not responsible for any damages to devices that have been packaged carelessly and in violation of the terms and conditions. The customer shall be obligated to save copies of the documents related to the return. Costs due to a defect caused by the customer may be charged to the customer. DNA reserves the right to charge the handling and shipping costs from the customer if the customer return has been made without cause or in violation of the terms and conditions.

14. Period of validity

The contract regarding the service may be signed as a contract for a fixed-term or a contract that is valid until further notice. The customer may terminate a contract that is valid until further notice after the expiry of a one-month (1) period of notice. If it is a fixed-term contract, the contract remains in force for the predetermined time, during which the contract may not be terminated. After the fixed term of the contract has expired, the contract remains in effect until further notice unless the Customer has given notice of termination no less than two (2) weeks prior to the end of the contract period or DNA has given notice of termination no less than one (1) month prior to this time, with the termination to become effective at the end of the fixed term.

At the customer’s request, the service may be transferred to another usage site due to the customer moving, if this is technically feasible. DNA must be informed of the transfer of the usage site due to the customer moving, after which availability at the desired usage site is checked. If the service is not available at the new usage site and the customer has proved to DNA that he or she is moving house, the customer shall be entitled to terminate this contract by notifying DNA two (2) weeks in advance of the contract’s termination date. For the sake of clarity, the parties would like to emphasise that in spite of the contract’s termination, the activation fee paid by the customer will not be refunded. Similarly, any other fees paid by the customer for the period preceding the termination of the contract will not be refunded. For issues other than the ones recorded here, section 12 of the DNA Plc general terms and conditions for consumer customers shall apply to the termination of the contract.

15. Other terms and conditions and validity

Insofar as service use is concerned, these special terms and conditions take priority, followed by the DNA Plc general terms and conditions for consumer customers. In addition to the sections separately mentioned in these special terms and conditions, the following sections of the general terms and conditions are applicable:

- 6 Restricting the use of and closing the service
- 7 Maintenance and servicing
- 8 Fees
- 9 Processing of customer information and identification data
- 10 Assignment of the contract
- 11 Amendment of the terms and conditions of the contract
- 13 Contact information and notices
- 14 Miscellaneous terms and conditions
- 15 Disputes

These special terms and conditions will come into effect on 28 August 2017. These terms and conditions supersede the special terms and conditions for the DNA TV and entertainment services for consumer customers, which came into effect on 1 May 2017. The contractual terms and conditions are available at www.dna.fi