



DNA Plc  
P.O.Box 10  
FI-01044 DNA

## TERMS AND CONDITIONS FOR DNA'S DISTANCE SELLING

The Finnish version is the official version. If there are any inconsistencies between the Finnish and English versions, the Finnish version will prevail.

### 1. Scope of application

These terms and conditions apply to distance selling such as DNA online store and telemarketing aimed at consumers by DNA Plc and its group companies (including DNA Welho Ltd).

### 2. Vendor's business and contact details

#### 2.1 Vendor's name

DNA Plc  
Business ID 0592509-6

DNA Welho Ltd  
Business ID 3001205-3

In the order confirmation or contract form you will find information on whether the vendor is DNA Plc or DNA Welho Ltd.

#### 2.2 Contact details for the DNA Group headquarters

DNA Plc, P.O. Box 10 (Läkkisepäntie 21, Helsinki), 01044 DNA

In the above address, there is no customer service and no returns from customers are accepted there.

#### 2.3 Customer Service contact details

DNA Customer Service answers questions about an order by telephone on +358 44 144 044. When calling the customer service on a mobile phone, the cost of the call is that listed in the price list of the operator.

You can also contact customer service via DNA website at [www.dna.fi](http://www.dna.fi), by e-mail for matters relating to mobile phone and mobile broadband (DNA Liikkuva laajakaista) at [palvelu@dna.fi](mailto:palvelu@dna.fi); or by post at DNA Plc, P.O. Box 10, FI-01044 DNA.

### 3. Delivery of orders

Orders from DNA distance selling are delivered solely to mainland Finland (orders are not delivered to the Åland Islands). Depending on the service and product in question, orders are delivered either to Customer's home address, post office or the nearest Matkahuolto parcel outlet. The type of delivery is informed at the time of placing the order. Delivery costs may vary in accordance with the product or service ordered and the delivery costs will be informed at the time of placing the order as well as in the contract form and/or in the price list attached to the contract.

### 4. Cancellation terms

#### 4.1. Right of cancellation

In accordance with Chapter 6 Section 14 of the Consumer Protection Act a consumer has the right to cancel a contract made through distance selling by notifying DNA of it within a 14 day period. The 14 day

period begins when the Customer has received order confirmation. However, in respect of goods the cancellation period begins when the goods are received if the product is received later than the order confirmation. If the Customer is promised a **return period longer than 14 days, this is mentioned in the confirmation.**

#### **4.2 Notifying of cancellation**

A notification of cancellation can be made by calling DNA customer service on +358 44 144 044. The price of the call when calling from a mobile phone is the same as calling a DNA mobile phone subscription. The call is free of charge when calling from a DNA landline.

Calls from other operators' subscriptions are charged in accordance with the price list of the operator in question.

Hours of service: Monday - Friday 8–18 hrs, Saturday 9–16.30 hrs. Calling customer service is the fastest way to notify of cancellation. Notification of cancellation can also be given by mailing palvelu@dna.fi or by posting a cancellation form to DNA Plc, P.O. Box 1111, FI-01044 DNA.

#### **4.3 Responsibility for a device received**

A device received must be handled carefully and it must be kept essentially unchanged and unaltered until the Customer has decided to keep the device. If the Customer wants to return the device he/she has received and to be refunded the full price paid for the device, the Customer must ensure that the device and its sales packaging are essentially unchanged when returned as well as saleable. The inspection of the device can be cursory only.

If the Customer returns the device as used, DNA may recover from the Customer the reduced value of the device up to the full price of the device together with the cost of return.

Use of the device can be, for example:

- Switching on the device
- Removing the protective film or removing any other corresponding protection
- Charging the device's charger
- Activating Find My iPhone (FMIp) – application
- Placing a sim-card or any other corresponding smart card in the device and using the device
- Saving items in the device
- Returning the original sales packaging without additional devices, operating manuals, remote controls, wires and other corresponding accessories included in the package.

#### **4.4 Returning the device**

The Customer shall return the device received without delay and within 14 days at the latest from notifying DNA of the cancellation. The Customer is without exception obliged to remove an Apple device from Find My iPhone (FMIp) application.

Please send the device to be returned together with a filled in return form by post to:

DNA Plc P.O.  
Box 1111  
FI-01044 DNA

Please mark agreement id number **631717** on the return envelope/package.

If you return the goods via Matkahuolto, please take the package to Matkahuolto and mark return number **9522734** on the package.

**Please remember to keep a receipt of the return by post of via Matkahuolto.**

#### **4.5 Processing returns**

DNA processes returns without delay in the order they are received. Please contact DNA customer service if you have any questions about returns.

#### **4.6 Service charges during cancellation period**

If the Customer cancels a subscription contract (such as a mobile phone, mobile broadband or fixed broadband subscription) or other service contract (such as pay TV or DNA TV) and the subscription or service is at the Customer's disposal during the cancellation period, the customer is liable to pay charges applicable to the cancellation period despite cancelling the subscription or service.

#### **5. DNA's liability for defects**

DNA is responsible for any defects in the goods and devices it sells in accordance with the Consumer Protection Act.

#### **6. Warranty for the device**

The devices sold by DNA have the manufacturer's warranty to which the manufacturer's terms and conditions for warranty apply. Warranty details are provided when the device is delivered. The Customer is responsible for having sufficient back up files for any programmes, files and other information which has been saved in the device if the device is sent to warranty maintenance or repair.

#### **7. Practices adhered to by DNA**

In its telemarketing, DNA adheres to the telemarketing practices of the Data and Marketing Association of Finland. The rules for these practices can be found at:

[http://www.asml.fi/wp-content/uploads/Telemarkkinointi\\_Yleinen.pdf](http://www.asml.fi/wp-content/uploads/Telemarkkinointi_Yleinen.pdf)

#### **8. Compatibility of digital services and contents**

You can check the compatibility of digital services provided by DNA with devices and programmes on the DNA website at the following addresses:

Data security service  
[www.dna.fi/tietoturva](http://www.dna.fi/tietoturva)

Deezer  
[www.dna.fi/deezer](http://www.dna.fi/deezer)

DNA TV application  
[www.dna.fi/tuki-ja-apu](http://www.dna.fi/tuki-ja-apu)

#### **9. Disputes**

The Customer has the right to take a dispute concerning a contract made with DNA to be handled at the Consumer Disputes Board ([www.kuluttajariita.fi](http://www.kuluttajariita.fi)) if the dispute concerning the contract cannot be resolved in negotiations between the parties. The decisions of the Consumer Disputes Board are recommendations in nature. Before taking the matter to be handled by the Consumer Disputes Board the consumer must be in contact with the magistrates' Consumer Advice Centre ([www.kuluttajaneuvonta.fi](http://www.kuluttajaneuvonta.fi)).

#### **10. Validity of terms and conditions**

These special terms and conditions come into effect on November 1st, 2019 and replace the conditions from February 15th, 2018. These terms and conditions are valid from November 1st 2019 until further notice.

## RETURN FORM FOR DISTANCE SELLING

Please fill in and return this form only if you want to return a device. If you want to cancel any other product other than a device order, please call DNA customer service on +358 44 144 044 in order to expedite the processing of cancellation. The price of the call when calling from mobile phones is that of calling to a DNA mobile phone subscription (mpm). The call is free of charge when calling from a DNA landline. Calls from other operator's subscriptions are charged in accordance with the price list of the operator in question. Hours of service: Monday – Friday 8 – 18 hrs, Saturday 9 – 16.30 hrs.

Please pack the device and its accessories in the original package. Take the packet to the nearest post office and send it to: DNA Plc, P.O.Box 1111, FI-01044 DNA. Mark the return envelope/package with agreement id number **631717**.

If you return the product via Matkahuolto, please take the package to Matkahuolto and use return number **9522734**. Please make sure to keep the receipt for the consignment from the post office or Matkahuolto.

I want to cancel my contract concerning the following services:

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Reason for return the product:

- Product did not meet my expectations
- The product was not what was agreed with the seller
- I did not have any use for the product/service
- Implementation of service was not successful
- Other reason/Don't want to say

Name	
Customer number	
Street address	
Postal code and post office	
Mobile phone number	

Date of the return: \_\_\_\_\_

Signature and name in block letters: \_\_\_\_\_