

FIXED BROADBAND SERVICES SPECIAL TERMS AND CONDITIONS

Definitions related to the special terms and conditions

The definitions and their meanings in these special terms and conditions:

Customer

The customer, which refers to both private and corporate customers. 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. DNA Plc is referred in the text collectively as DNA.

The special terms and conditions

The special terms and conditions for the broadband services service applied in addition to the order contract and the general terms and conditions.

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 and subscribed by the customer.

Network

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

Broadband service

The broadband service refers to all broadbands covered by the scope of these special terms and conditions.

DSL

In these terms and conditions, DSL refers to ADSL and VDSL2 technologies.

Devices

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

Cable technologies

Minimum speed	Normal speed	Maximum speed	Minimum speed (outbound)	Normal speed (outbound)	Maximum speed (outbound)
400 Mbps	800 Mbps	1000 Mbps	70 Mbps	85 Mbps	94.5 Mbps
245 Mbps	315 Mbps	400 Mbps	14 Mbps	18 Mbps	25 Mbps
140 Mbps	180 Mbps	200 Mbps	14 Mbps	18 Mbps	20 Mbps
35 Mbps	45 Mbps	50 Mbps	3.5 Mbps	4.5 Mbps	5 Mbps
7 Mbps	9 Mbps	10 Mbps	1 Mbps	1.8 Mbps	2 Mbps

Ethernet/FTTH technologies

Minimum speed	Normal speed	Maximum speed	Minimum speed (outbound)	Normal speed (outbound)	Maximum speed (outbound)
400 Mbps	800 Mbps	1000 Mbps	70 Mbps	85 Mbps	94.5 Mbps
245 Mbps	315 Mbps	400 Mbps	70 Mbps	85 Mbps	94.5 Mbps
140 Mbps	180 Mbps	200 Mbps	14 Mbps	18 Mbps	20 Mbps
35 Mbps	45 Mbps	50 Mbps	3.5 Mbps	4.5 Mbps	5 Mbps
7 Mbps	9 Mbps	10 Mbps	1 Mbps	1.8 Mbps	2 Mbps

DSL technologies

Minimum speed	Normal speed	Maximum speed	Minimum speed (outbound)	Normal speed (outbound)	Maximum speed (outbound)
21 Mbps	27 Mbps	30 Mbps	7 Mbps	8.5 Mbps	9.5 Mbps
10.5 Mbps	13.5 Mbps	15 Mbps	1 Mbps	1.35 Mbps	1.5 Mbps
3.5 Mbps	4.5 Mbps	5 Mbps	0.6 Mbps	0.72 Mbps	0.8 Mbps
1.2 Mbps	1.5 Mbps	1.7 Mbps	0.3 Mbps	0.36 Mbps	0.4 Mbps

1. Service overview

Broadband services are fixed connections to the Internet. The service consists of a subscription with a specific inbound and outbound speed. The customer is delivered the subscription and any available additional services. Additional services are listed at dna.fi. Additional services complement the Broadband service but are not a part of it.

Broadband service speeds with various technologies are listed on the first page of these special terms and conditions.

Data transfer speeds to other servers on the Internet may be lower than the listed maximum speed as they depend on the speed of national and international networks, server speeds and traffic congestion. Based on error reports, a DNA specialist investigates the status of the subscription and initiates the necessary measures with the customer.

If the error is found to be in DNA's area of responsibility and DNA cannot deliver the promised data transfer speed to the customer despite corrective measures, DNA's customer service will agree with the customer on adjusting the subscription and the monthly fee to correspond to the slower broadband service. However, this does not restrict the customer's right to demand rectification of the error or invoke other right resulting from the error, such as the right to terminate the communications service agreement in the event that the error materially impacts the service.

DNA Plc reserves the right to make changes to the information.

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. When operating at the top subscription speeds permitted by cable modem technology, the modem must be set to bridge mode. Otherwise, the modem may limit the subscription's performance. The subscription speed and quality level may be affected by factors under the tenant's or property owner's responsibility, such as the length and condition of cables, condition of the indoor network, and traffic volume in the network.

When using the broadband service by means of a wireless connection, the actual subscription speed may be lower than what is listed in the table above. For example, the devices used (WiFi base station or modem, WiFi network card), encryption method, network channel, other wireless devices operating on the same frequency, and physical obstacles may affect the wireless connection speed.

The broadband services support IPv6.

2. Installation and deployment of the service

Broadband services implemented using cable model and Ethernet access technology require that the location is included in the DNA Valokuitu Plus network. Installation of the Broadband service using DSL technology requires that the location is included in a DSL-compatible DNA copper-based network. Use of the Broadband service requires a compatible terminal device, such as a computer.

In the case of the Valokuitu Plus network, we require a DNA Valokuitu Plus modem in locations using antenna cabling.

In the case of FTTH connections (Fibre to the Home), the terminal device must be a fibre-compatible device supplied or approved by DNA.

In the case of ADSL networks, the modem must conform to the ADSL2+ standard.

In the case of VDSL2 networks, the modem must conform to the VDSL2 standard.

Unless it is specifically agreed that DNA handles the installation, the customer is responsible for installing the services, including devices, and for ensuring that the installation environment is in order. Devices must be installed at the address specified in the subscription contract. User manuals and any instructions issued separately by DNA must be followed in the installation and use of the devices. The customer must, at their own responsibility and expense, acquire any devices and software other than those purchased from DNA which are required for use of the services.

2.1 Service delivery

The delivery time of the Broadband service is up to 5 (five) business days from accepting the order.

2.2 Service invoicing

The services ordered by the customer are invoiced in accordance with the valid price list.

3. Term of the contract

The Broadband service contract may be either fixed-term or valid until further 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 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.

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.

4. Data transfer speed

The maximum speed is the speed available to the customer at least part of the time every day.

The normal speed is the speed available to the customer at most times during use of the subscription. In subscriptions with a maximum speed of up to 100 Mbps, normal speed is achieved 60 per cent of the time per every 4 hours.

In accordance with the guideline of the Finnish Communications Regulatory Authority (Opinion regarding the reasonable method of indicating the speed of internet access service 605/923/2016), ISPs should inform their customers of the advertised speed of the provided Internet service.

The advertised speed of DNA Broadband subscriptions is the subscription's announced maximum realistic data transfer speed, i.e., the subscription speed. Speeds greater than the realistic maximum speed are not used when advertising DNA Broadband services.

Measurement of the speed takes into account the payload of the IP packet. The subscription speed and quality level may be affected by factors under the tenant's or property owner's responsibility, such as the length and condition of cables and the condition of the indoor wired network.

5. Restrictions on subscription use

Broadband services have regular maintenance windows, during which the subscription or the additional services may be unavailable or experience interruptions. Maintenance windows and major service disruptions are announced on the DNA website at dna.fi.

For data security reasons, DNA may suspend the customer's Broadband service if the customer engages in exceptional use of the service. In this event, the customer's subscription remains suspended until the customer corrects the security issue resulting in the suspension and notifies DNA Customer service of the correction.

DNA reserves the right to use traffic management methods on its network, if it is necessary:

1) to comply with a legislative requirement, a court decision or a requirement pursuant to an order or decision by the authorities. The management method shall be implemented in accordance with the scope and time period required by the order or law;

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) to 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. 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 by 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 blocks 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 Service from the DNA 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 all the time. You can find an updated list of ports blocked for data security reasons on the DNA website at dna.fi.

Outgoing SMTP email traffic from customer subscriptions at port 25 is allowed onto DNA's own SMTP servers only in accordance with a regulation by the Finnish Communications Regulatory Authority.

6. Data security

To ensure data security, it is essential that the operating systems of computers are regularly updated, and that the customer uses up-to-date antivirus and firewall services to prevent malicious inbound and outbound network traffic.

DNA monitors network traffic in accordance with official regulations and automatically prevents any detected misuses and irregularities.

7. Devices

7.1 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 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 total 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. 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.

7.2 Device maintenance and servicing

The customer must handle devices owned by DNA with care and in accordance with the user guides supplied with the device. The customer does not have the right to open the device or carry out any maintenance, updates or changes to the device without the written consent of DNA, with the exclusion of adjusting the device's settings. The customer does not have the right to remove or obscure DNA's or the manufacturer's product labels on a device owned by DNA, or attach any foreign objects to the device, paint or dye the device or otherwise alter its appearance in any way.

If the device does not function in the manner described in the product description, the customer must promptly return the device to DNA: If the malfunction is due to a manufacturer's error or an equivalent flaw present in the device at the time when the customer received it, DNA is liable for the costs of the repairs in accordance with the warranty terms and consumer protection legislation. The customer must deliver the device for repairs at their own expense.

7.3 Transfer of the device to third parties

The customer shall not have the right to sell, lend, mortgage, lease or in any other way hand over a device or service owned by DNA to a third party. If a device owned by DNA is distrained, seized or imposed an interdiction against sale or dispersion, the customer must immediately notify the authorities of DNA's ownership of the device. In the event of any of the above measures or a threat thereof, the customer must immediately notify DNA. The customer is liable to compensate DNA for costs incurred by DNA in retaining its rights to the device and any other incurred damages.

7.4 Broken or lost device

If a device owned by DNA is broken, lost or stolen, the customer is liable to compensate the device to DNA in accordance with the valid DNA price list. The customer must immediately notify DNA of a broken, lost or stolen device. If the device is lost or stolen, DNA will, as far as possible, attempt to restrict the use of the device immediately upon learning of the event.

8. Miscellaneous terms and conditions

In addition to these special terms and conditions for DNA Broadband services, the contract is subject to the DNA Plc General terms and conditions for consumer customers or for Corporations and organisations, depending on the type of customer relationship, insofar as not agreed otherwise in these terms and conditions. The terms and conditions are available on the DNA website at dna.fi.

9. Direct marketing permission

Granting DNA permission to send marketing material is a prerequisite for purchasing certain services delivered by DNA. This section of the special terms and conditions is applied to such services. Those services, for which granting a marketing permission is required, may vary and the marketing permission is notified in connection with the purchase and on the contract form. Customers who have granted 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 to this end.

10. Entry into force

These special terms and conditions will enter into force on 1 November 2019 and replace the DNA Broadband services special terms and conditions from 20 April 2017, with the exception of the YPV broadband service description and special terms and conditions from 1 February 2015.