



The Finnish version is the official version. If there are inconsistencies between the Finnish and the English versions, the Finnish version shall be complied with.

## DNA MOBILE BROADBAND SPECIAL TERMS AND CONDITIONS

### 1. 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.

#### Special terms and conditions

The special terms and conditions applicable to the DNA Mobile Broadband service.

#### Equipment

The modem and telecommunications terminals and other equipment supplied by DNA to its customers at any given time.

#### Service

The DNA Mobile Broadband service provided by DNA for its customers, which enables them to connect to the Internet via a mobile network using a terminal device.

#### Subscription speed

The declared realistic maximum speed of the service.

#### Network

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

### 2. Service description

DNA Mobile Broadband is a service provided by DNA Ltd for its customers, which enables them to connect to the Internet via a mobile network using a terminal device, such as a laptop computer. The service uses GPRS/EDGE, 3G or 4G data transmission.

### 3. Basic service features

The service includes a data transfer connection in accordance with the selected subscription type. The service offers either unlimited or limited data transfer in Finland with a data transfer speed (hereinafter Subscription Speed) and technology depending on the subscription. With the exception of subscriptions including an EU data package, the service is not available abroad.

### 4. Service deployment and invoicing

The service becomes active no later than four (4) working days from the acceptance of the contract. Service and potential other services ordered by Customer are invoiced in accordance with the valid DNA price list and the terms and conditions thereof.

### 5. 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. Customer can also terminate a fixed-term contract during the fixed contract period. When terminating a fixed-term contract, Customer is liable for all monthly fees for the remaining contract period payable to DNA.

After the fixed-term contract period has expired, the contract remains in force until further notice, unless 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 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 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.

### 6. Data transfer speed

The maximum realistic data transfer speed of the service is the subscription-specific maximum speed (Subscription Speed) specified in these special terms and conditions or the maximum speed of the network technology available to Customer should that speed be lower than the subscription speed.

The network technology available to Customer is restricted by the geographical coverage of different network technologies, Customer's subscription type and the terminal device. The estimated realistic maximum speeds of different network technologies are indicated in Table 1.

Table 1: Realistic maximum speeds of network technologies

Network technology	Maximum download speed	Maximum upload speed
2G EDGE	0,2 Mbps	0,2 Mbps
3G HSPA	15 Mbps	6 Mbps
3G Dual Carrier	30 Mbps	6 Mbps
4G LTE 10MHz	60 Mbps	25 Mbps
4G LTE 20MHz	150 Mbps	50 Mbps
4G LTE+	600* Mbps	50 Mbps

\*The data transfer speed of subscriptions of speed category 4G Max is not limited. The upper limit for download speed is always the maximum speed of the 4G LTE+ network technology.

The realistic maximum speed of a network technology means the maximum speed calculated on the basis of the payload of the IP package available to the user using a device that supports said network technology available in the network. The maximum speeds can be achieved in the 3G and 4G networks. Outside of these networks, connections function at EDGE and GPRS speeds. The geographical availability details of the different network technologies can be checked on DNA's coverage map: [dna.fi/kuuluuvuus](http://dna.fi/kuuluuvuus).

The subscription-specific maximum speeds (Subscription Speeds) and ranges are listed in Table 2. Data transfer speeds to other servers on the Internet may be lower than the maximum subscription speed, as they depend on the speed of national and international networks, server speeds and traffic.

Table 2: Subscription speeds and data transfer speed ranges

Subscription speed	Download speed range	Upload speed range
3G 256 Kbps	0,1 – 0,256 Mbps	0,1 – 0,256 Mbps
3G 512 Kbps	0,4 – 0,5 Mbps	0,4 – 0,5 Mbps
3G 1 Mbps	0,4 – 1 Mbps	0,4 – 1 Mbps
3G 2 Mbps	0,4 – 2 Mbps	0,4 – 2 Mbps
3G 10 Mbps	0,4 – 10 Mbps	0,4 – 6 Mbps
3G 21 Mbps	0,4 – 21 Mbps	0,4 – 6 Mbps
4G 10 Mbps*	5 – 10 Mbps	4 – 10 Mbps
4G 100 Mbps**	5 – 100 Mbps	4 – 50 Mbps
4G 150 Mbps**	5 – 150 Mbps	4 – 50 Mbps
4G 300 Mbps**	5 – 300 Mbps	4 – 50 Mbps
4G Max**	5 – *** Mbps	4 – 50 Mbps

\*Outside a 4G network, the subscription works on a 3G network: download speed range 0.4–10 Mbps, upload speed range 0.4–6 Mbps.

\*\*Outside a 4G network, the subscription works on a 3G network: download speed range 0.4–30 Mbps, upload speed range 0.4–6 Mbps.

\*\*\* The data transfer speed of subscriptions of speed category 4G Max is not limited. The upper limit for download speed is always the maximum speed of the 4G LTE+ network technology.

## 7. Advertised speed

In accordance with the guidelines 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 Mobile 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 Mobile Broadband services.

## 8. Using the service abroad

Using the service abroad is possible only with mobile broadband subscriptions which include the EU data package as part of monthly price. The service usage outside the EU/EEA is not included in the monthly fee but instead priced and invoiced according to the valid roaming price list. The data transfer pricing in foreign operators' networks can be found on the DNA website and from the customer service.

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 usage is possible and permitted, the legal provisions of the country involved, and the practices, instructions, and regulations of the foreign operator shall apply. DNA is not liable for the functionality or the quality of the mobile communication services when the mobile subscription is used abroad or in foreign operators' networks.

DNA is not responsible for damage caused by the use of services provided by an alternative roaming provider (ARP) or a local breakout operator (LBO). 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.

## 9. Data transfer within the EU/EEA

When EU roaming is reasonable and periodic, no additional fees are collected for data transfer in the EU/EEA, within the scope of the EU data package included in the monthly subscription fee. For data transfer exceeding the EU data package, the EU surcharge is billed according to the valid price list. The amount of the EU surcharge is given on the DNA website. In case the service usage exceeds the EU data package, the Customer shall be notified with an SMS that informs about exceeding the fair usage limits and applying the EU surcharge.

DNA's subscriptions are meant for reasonable roaming usage that occurs during periodic traveling. For permanent (not periodic) roaming, the EU surcharge shall be billed for all roaming services in addition to the domestic price. Customer's roaming is considered periodic when either the traffic volume criterion or the presence criterion is fulfilled:

1) Traffic volume criterion: The cumulative usage of data transfer, phone calls and text messages in Finland is greater than the usage in EU/EEA area during the past 120 days;

2) Presence criterion: The cumulative number of days spent in Finland is greater than days spent in EU/EEA area during the past 120 days.

In case neither the traffic volume criterion (1) nor the presence criterion (2) are fulfilled, the customer shall receive a notification SMS about surpassing the limits of periodic roaming. After the message, all further consumption shall be billed with EU surcharge added on top of the domestic rate. Any billed EU surcharges shall be refunded if Customer can prove within the next 14 days that they are using mobile message services primarily in Finland. Charging the EU surcharge is stopped again when either the traffic volume criterion or presence criterion is fulfilled.

The pricing is valid for customers that either live permanently in Finland or have stable links to Finland. In case the customer cannot show stable links to Finland, all EU/EEA roaming services shall be billed with the EU surcharge added on top of the domestic rate. Stable links can be formed by, for example, a permanent home address, employment or studies in Finland. DNA may ask for proof of stable links upon signing a subscription contract, and whenever DNA suspects that customer no longer has stable links to Finland.

In case the use of roaming services is considered fraudulent, the EU surcharge shall be billed on top of the domestic rate for all EU/EEA roaming services. Usage is considered fraudulent if the customer's subscription is inactive for long time and used mainly or solely abroad, or if a customer has several subscriptions and they are used sequentially while roaming. In such cases it can be presumed that Customer is seeking to use roaming services fraudulently or abnormally with Finnish prices.

The customer does not have the right to sell or give subscriptions (SIM-cards) to persons not living permanently in Finland and not having stable links to Finland. In case a subscription is given to such person, all EU/EEA roaming services are billed with the EU surcharge added on top of the domestic rate. DNA also reserves the right to close such subscriptions immediately and terminate the related contracts. Closing the subscription and/or terminating the contract does not limit customer's liabilities for outstanding payments.

## 10. Factors affecting network coverage and service availability

The DNA coverage area map ([dna.fi/kuuluvuus](http://dna.fi/kuuluvuus)) indicates the coverage areas of different network technologies. The coverage area map is an approximate representation of the subscription's coverage area.

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 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. If there is a high hill between the service user and the base station, the radio wave may not reach its target. Therefore, the stated network coverage is only indicative and may include shadow areas where Service does not work perfectly. DNA recommends using an additional antenna with the subscription under all circumstances.

Factors such as the number of simultaneous users and the amount of data being transferred affect the availability of the data transfer service. One base station can only transfer a certain amount of data transfer 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. Due to network load, data transfer may slow down, experience disruptions or cease to operate entirely. Speeds are also affected by the terminal device and software used.

The DNA mobile network capacity can be allocated based on subscriptions' maximum speeds. This means that a subscription with a higher maximum speed gets a higher data speed than a subscription with a lower maximum speed also in the event of network congestion.

The differences in the offered capacity do not exceed the relative difference of the subscriptions' maximum data rates. A subscription with a maximum speed of 300 Mbps, for example, can get up to six times the capacity of a 50 Mbps subscription. In case the traffic load of a base station gets so high that customers with 50 Mbps maximum speed only get 10 Mbit/s data transfer, the customers with 300 Mbps maximum speed may still get a data transfer speed of 60 Mbps at the same time in the service area of the same base station. Any greater differences in loaded network are result of, for example, customers' different radio conditions and device features.

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

## 11. Service restrictions

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) to 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 communication methods (protocols) or communication 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 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 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. If the Service is used contrary to these special terms and conditions, DNA's general terms and conditions or legislation, DNA is entitled to temporarily deactivate the subscription or cancel the contract in accordance with DNA's general terms and conditions for private customers.

By default, the service uses network address translation (NAT) for IPv4 addresses. Thus, Service is not assigned an individual public IP address and the function that opens a data transfer connections is not enabled. Customer has the option to activate a public IP address, for instance, for the purpose of using a wildlife camera or for online gaming. You can find the activation instructions on DNA's website (dna.fi).

The subscription is intended to be used with packet-switched IP connections. Voice and video call traffic and outgoing SMS and MMS traffic are blocked and cannot be separately ordered for the subscription. The connection service has Ipv6 support.

## 12. Data security

Wireless communications between the GSM/3G/4G base station and the mobile device are encrypted. When accessing an open Internet account, Customer shall ensure that any confidential information transferred is encrypted.

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

## 13. Terms and conditions of software use

Included in the service, DNA provides Customer with software pre-installed on Equipment. Customer will receive a licence for the software required for using Service for the duration of the contract. DNA shall be responsible for the faultless operation of the software only on devices which support the software.

The software is the property of DNA and the Customer does not have the right to copy the software, remove it from the device or make any alterations to it. If Equipment includes third-party software, Customer is also responsible for adhering to their licence terms.

For other parts, the general contract terms and conditions of DNA are applied to software licences and related intellectual rights.

## 14. Delivery of the service to the Customer

DNA shall deliver Service and Equipment to a DNA shop near Customer or using another agreed upon delivery method. The delivery time of Equipment may vary depending on the demand for Equipment and the manufacturer's stock. Delivery times shall be agreed upon with the Customer on a case-by-case basis.

The delivery is deemed complete when Customer has received Equipment and/or Service and started using them. Mail deliveries of Equipment and Service only apply to Finland, excluding the Åland Islands.

## 15. Replacement equipment

If the device specified in the promotion is no longer in stock, DNA is entitled to deliver a similar device to the one advertised to the customer.

## 16. 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 permission to send marketing material is required may vary and the marketing permission is notified in connection with the purchase and on the contract form.

Customers who have granted DNA permission to send them marketing material will receive regular, up-to-date information on the products, customer benefits and offers of DNA and its partners through their subscription, for instance via 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. By signing this contract, Customer becomes responsible for ensuring that the person to whom the subscription is transferred for use agrees to receive marketing messages in accordance with this contract.

The Customer is entitled to cancel direct marketing permission granted by notifying DNA Customer Service.

## 17. Validity and other terms and conditions

These special terms and conditions shall come into effect on 20 June 2018 and remain so until further notice. These terms and conditions shall replace the special terms and conditions of DNA Mobile Broadband, which came into effect on 1 March 2017. The terms and conditions shall apply to new subscription contracts from 1 December 2016 onward.

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 case 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 order 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.