

DNA TELEPHONE SUBSCRIPTIONS - SPECIAL TERMS AND CONDITIONS

1 Definitions related to the special terms and conditions

The following terms apply to the 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 or legal person who purchases services from DNA for their primary occupational purposes.

Special terms and conditions

The special terms and conditions applicable to DNA mobile services.

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 Basic service features

The standard services included in all subscriptions include calls, SMS and MMS messages. Unless otherwise stated in the subscription's service description or the price list, the subscription includes a data transfer option.

Because some of the subscriptions only work in Finland, they do not include a roaming option. A potential lack of the roaming option is separately stated in the product description and the price list.

At any given time, Customer can subscribe to additional services included in the DNA product range.

3 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 concluded, 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.

Should Customer exercise 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 will be 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.

4 SIM card

Unless otherwise agreed, the Subscriber Identification Module (SIM) 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 apparatuses. Use of the subscription requires an advanced terminal device. It will not operate on single-frequency phones, for example.

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 network environment and the SIM card and to maintain the service quality that 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 about 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 mobile telephone to its owner and if Customer has not forbidden DNA from handing over said information.

5 Service settings

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).

Customer is responsible for enabling the service settings. If Customer connects to the service using other settings, Customer is liable for any potential resulting service disruptions, damage or costs.

6 Calls, SMS and MMS messages

The basic subscription features include a voice and SMS/MMS message service priced by the subscription type: charged by use, a monthly renewed package, or unlimited usage.

Customer can also use the voice and message service included in the subscription without an additional fee within the EU/EEA area as long as the roaming is reasonable and occasional.

When it comes 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 services 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 shall incur a fee based on the international call price list.

7 Data transfer

The data transfer service enables Internet connections with mobile terminal devices. The Service is implemented using GPRS/EDGE, 3G or 4G data transmission.

A data transfer service included in a subscription determines the maximum data transfer speed (Subscription Speed), data transfer technology and usage of the subscription.

The maximum realistic data transfer speed of the service is the 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 the Customer is restricted by the coverage of different network technologies, the 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 Mbps	Maximum upload speed Mbps
2G EDGE	0,2	0,2
3G HSPA	15	6
3G Dual Carrier	30	6
4G LTE	150	50
4G LTE+	300	50

The realistic maximum speed 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 4G networks.

The subscription-specific maximum speeds (Subscription Speeds) and ranges are listed in Table 2.

Table 2: Subscription speeds and data transfer speed ranges

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

*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 Internet connection service includes IPv6 support. The 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.

8 Data transfer within the EU/EEA

When EU roaming is reasonable and periodic, EU data transfer will be billed with the EU baseline fee added on top of the domestic rate. Subscriptions with monthly fees that include an EU data package are an exception. Consumption within the EU data package will not be billed with the EU baseline fee. The EU baseline fee is stated in the subscription price list on DNA's website (dna.fi).

Reasonable roaming data transfer means an amount that is lower than the monthly EU data transfer quota specified for the subscription type. Subscription specific fair usage quotas are listed on DNA's website (dna.fi).

9 EU/EEA roaming restrictions

DNA's subscriptions are intended to be used for reasonable roaming that occurs during periodic travelling.

EU/EEA roaming service usage that exceeds the traffic class specific fair use limits shall be billed with the EU surcharge added on top of the domestic rate as per the valid price list. The EU surcharge is specified on the DNA website. In the event that service usage exceeds the fair usage limits, the Customer shall be notified via SMS.

For permanent (not periodic) roaming, the EU surcharge shall be billed for all roaming services in addition to the domestic price. Customer 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 SMS/MMS messages in Finland is greater than the usage in the EU/EEA area over the last 120 days.

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

In the event that neither the traffic volume criterion (1) nor the presence criterion (2) are fulfilled, the customer shall receive a notification text message about surpassing the limits of periodic roaming and application of the EU surcharge. After the message, all further usage shall be billed with the EU surcharge added on top of the domestic rate as per the valid price list. Any billed EU surcharges shall be refunded if the Customer can prove within the next 14 days that he/she is using mobile services primarily in Finland. The EU surcharge will cease when either the traffic volume criterion or presence criterion are fulfilled.

The pricing applies to customers who live either permanently in Finland or have a stable link to Finland. In the event that the customer cannot show a stable link to Finland, all EU/EEA roaming services shall be billed with the EU surcharge added on top of the domestic rate. A stable link to Finland could be, for example, a permanent home address, employment or studying in Finland. DNA may ask for proof of a stable link to Finland upon signing a subscription contract, and whenever DNA suspects that a customer no longer has a stable link to Finland.

In the event that 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 an extended period and used mainly or solely abroad, or if a customer has multiple subscriptions that are used sequentially while roaming. In such cases it can be assumed that the customer is seeking to use roaming services fraudulently or abnormally at Finnish rates.

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

10 Using the service abroad

Use of the service outside the EU/EEA is not included in the monthly fee. It is priced and invoiced in accordance with the valid roaming price list.

DNA's roaming contracts with foreign operators enable DNA mobile subscriptions to be used abroad (within the coverage area of a given foreign operator). 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.

DNA is not liable for any malfunctions or disturbances caused by Customer's telecommunication terminal or use thereof or any resulting consequences.

The price 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 is not responsible for damage caused by the use of services provided by an alternative roaming operator (ARP) or an alternative service provider (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 Customer.

11 Factors affecting network coverage and service 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.

The DNA coverage area map (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. For instance, if there is a high hill between the user of Services and the base station, the signal may not reach the terminal device strongly or at all. Therefore, the stated network coverage is only indicative and may include shadow areas where Services do 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.

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.

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.

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, 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 in an incomplete or faulty state. DNA shall not be liable for any resulting damage caused to Customer.

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

12 Subscription features and restriction services

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.

Customer can prevent the use of data transfer services on the subscription by activating the DNA Dataesto service (see instructions at dna.fi).

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

DNA Ltd retains the right to make changes to the information.

13 Traffic management

DNA reserves the right to use temporary 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 in the scope and length required by the situation.

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 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 Services 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 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 who have exceeded the limit of reasonable use (200 GB) during that invoicing period.

Outgoing (SMTP) email traffic from the subscription to port 25 is only allowed for DNA's own SMTP servers, in accordance with the regulation of the Finnish Communications Regulatory Authority.

14 Service restrictions

Commercial use of the subscription is not permitted. 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 usage is deemed abnormally high for the subscription if it exceeds 10,000 minutes of calls, more than 10,000 SMS/MMS messages or more than 200 GB of data transfer during the invoicing period.

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

If it is discovered that 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, Services do 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.

15 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.

You must take care when you store, protect and use the subscription. The PIN codes, SIM card, or phone must not be left unattended. Replace the default PIN code. Do not store sensitive data on your mobile phone. Use the automatic locking feature and the security code option on your phone, if available.

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

16 Fees and invoicing

The 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.

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 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 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.

17 Marketing permission

Granting marketing permission is a prerequisite for purchasing certain services delivered by DNA. This section of the special terms and conditions is applied to such services.

By ordering a subscription including a marketing permission, Customer agrees to DNA sending Customer marketing messages, offers or perks by DNA, its partners or select other parties via, e.g., SMS or email. Customer will receive a maximum of five marketing messages a week via SMS or email.

Identification information, such as location and browsing information as well as messaging and service use information, including subscription numbers, connection times and durations, can be used to target the marketing. Based on the location information, Customer may receive a targeted advertisement from a local advertiser because, for instance, Customer has visited, or is currently visiting, the area in question. Browsing information can be used to tailor, for instance, ads shown on websites. Customer can prevent the use of browsing information by blocking cookies on the terminal device or browser.

Customer is responsible for ensuring that the person to whom the subscription is transferred for use agrees to receive marketing messages in accordance with this contract.

If Customer does not wish to receive marketing messages, they can order a subscription without marketing permission. Customer will then miss out on the discount connected to the marketing permission and, as a result, the monthly fee may be higher.

18 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 supersede the special terms and conditions for DNA voice services, which entered into force on 15 June 2017.

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 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.