



## **1 DEFINITIONS AND SCOPE OF APPLICATION**

For the purposes of this Contract, the following terms shall have the meanings defined below:

'*Customer*' means a corporation or organisation that enters into a contract with DNA on the use of the service. Customer also means a consumer customer that acquires the services principally as part of its business activities.

'*User*' means a person who uses the service. The user may be a person other than the Customer, meaning a party to the Contract.

'*Contract*' means a contract concluded by and between the Customer and DNA on a service or service package.

'*Service*' means a communication service or an additional or content service included in the offering of DNA at any given time. Terminals are not included in the subscription or service.

'*Communication service*' refers to the transmission, distribution, and provision of messages in a communication network used by DNA. An additional service or a content service is not a communication service.

'*Additional service*' refers to, for example, the barring service, balance limit service, voicemail service, call transfer service, and the various location services, data storage services, and data security services.

'*Content service*' refers to the provision of content to the Customer, such as a news service or recreational services.

'*Mobile services*' refer to the communication services delivered to DNA's mobile subscriptions via the radio network (2G, 3G, 4G).

'*Communication network*' means a system of interconnected conductors and hardware that is intended for the transmission or distribution of messages. For example, fixed landline networks and mobile communication networks are communication networks.

'*Subscriber connection*' refers to a connection point or interface through which an in-house network or a terminal communication device under the Customer's control is connected to DNA's communication network in order to enable the Customer to use the communication service. The connection may be, for example, a broadband Internet connection or a fixed-network telephone connection.

'*Telephone subscriber connection*' means simultaneously a fixed-network subscriber connection and a mobile communication subscriber connection. A telephone subscriber connection does not mean a broadband Internet subscriber connection, for example.

'*Universal subscriber connection*' refers to a subscriber connection provided by a universal service provider to the Customer's permanent place of business that enables emergency calls and the making and receiving of domestic and foreign calls and other customary telephone services, and that facilitates the minimum data transmission speed specified by the Ministry of Transport and Communications. Different universal service providers may be simultaneously discharging different obligations under the universal service, and the service may be implemented through multiple connections. A universal service provider means a telecommunications operator assigned by FICORA as a universal service provider with an obligation to provide access services as a universal subscriber connection.

These general terms and conditions shall be applicable to the services provided to the Customer by DNA or by another company belonging to the same group of companies as DNA. In addition, any service-specific special terms and conditions shall apply.



## **2 ENTERING INTO THE CONTRACT**

### **2.1 Entry into force of the contract**

The communication service contract shall be in writing. The Contract may also be executed electronically, providing that Contract content cannot be unilaterally modified and that the Contract remains accessible to both parties. Entry into force of the Contract may also require the Customer to place a deposit or security (see 2.3). The Contract enters into force upon DNA's acceptance of the order, placed by the Customer, through delivery of an order confirmation or activation of the service.

### **2.2 Right to refuse a contractual relationship**

DNA has the right to check the Customer's credit information.

DNA has the right to deny acceptance of the Customer's order.

DNA may refuse to sign a universal service contract only if criminal charges have been brought against the Customer for, or if the Customer has been convicted in the last year of, using the subscription in a way that has caused disturbances in the network, or if the Customer has undisputed and outstanding payments for a fixed subscription with any telecommunications company.

### **2.3 Deposit, security, and usage limit**

DNA has the right to request that the Customer place a reasonable deposit or security upon execution of the Contract or during the contract period.

DNA shall not pay interest on the deposit or security. Any overdue payments, penalty interest, and collection fees may be deducted by DNA from the security. The Customer shall be liable for the maintenance and liquidation costs of the deposit or security. The security shall be returned upon elimination of the reason for requesting security, and in any event upon termination of the Contract. The deposit shall be returned immediately upon termination of the Contract.

In addition to the deposit and security, DNA shall be entitled to set a usage limit as a prerequisite for the conclusion of the contract.

## **3 Service delivery**

### **3.1 Delivery and date of delivery**

DNA or a third party in a contractual relationship with DNA shall supply the service pursuant to the Contract or other agreement. The Customer and DNA shall agree upon the date of delivery or the latest date of delivery. DNA shall deliver the service on the date of delivery at the latest. Unless otherwise agreed regarding the delivery time, DNA shall deliver the service to the Customer within a reasonable period from the time of the Contract's entry into force. DNA shall deliver a universal access service subscriber connection in reasonable time.

### **3.2 Customer's duty of cooperation and preconditions of delivery**

The Customer shall cooperate in the supply of the service and shall organise procurement and installation of all hardware and similar items under the Customer's control. The delivery requires the Customer to have arranged for the following items, among others:

- accurate (such as full address) and sufficient (such as remote location or difficult terrain) information required for delivery of the supply;
- payment of any deposit or security required by DNA, paid to DNA;



- unobstructed access to the requisite premises and spaces;
- sufficient electricity and an in-house network at the delivery address, and ensuring that the premises are in line with DNA's device requirements;
- devices used for the service that meet the general standards of devices connected to a telecommunication network and those on electrical safety; and devices that are functional;
- hardware or software used alongside the service that does not cause damage or disruption to the operation of DNA's network or other network users;
- official permits required for the supply to the Customer, including the costs.

The Customer shall be liable for any additional costs incurred in the provision of the service that are, for example, due to a distant location, difficult terrain, or similar reasons.

The service is considered to have been delivered when DNA completes, for its part, the measures required for activation and deployment of the service. The Customer must file a notice of defect regarding any possible deficiencies within eight days of the delivery, or the delivery is regarded as having been accepted. The delivery is also considered to have been accepted if the Customer has taken the service into use.

If the delivery of the service is delayed for a reason attributable to the Customer, DNA shall have the right to start charging for the service as of the originally agreed date of delivery.

### **3.3 Customer's hardware and software**

The Customer is responsible for procuring and installing the hardware and software, the in-house network, and any additional security and protection system for the hardware and software, unless otherwise agreed. If the delivery includes software, then updates, modifications, or configurations of the software are not included in the delivery. Hardware and software that cause disturbance to the operation of the network or service are discussed in section 4.1. The Customer is responsible for ensuring that all hardware and software procured from a party other than DNA is type-approved, in operating condition, and in compliance with the statutory requirements.

### **3.4 Identifiers, change thereof, and portability of telephone number**

DNA shall have the right to decide on usernames, addresses, numbers, and other equivalent forms of identification intended for use by the Customer (hereafter 'identification information'). This information will remain the property of DNA, and the Customer will have no right to it after the termination of the contract, unless otherwise agreed or required by law. The Customer shall store any identification codes that it has received, such as usernames and passwords, with due care and attention.

DNA has the right to change the identification data delivered to the Customer where required by law or regulation by public authority, or due to the communication network, the Customer, supply of the service, data security, or a similar reason. DNA shall report a change in the identifier no later than two (2) months before the entry into effect of the change.

DNA has the right to assign the identifier to the use of a third party six (6) months after discontinuation of the use of the identifier by the Customer. The Customer shall retain no right to the identifier after termination of the Contract.

The Customer has the right to have the telephone number reassigned to another carrier according to the Communications Market Act. No identifier except the telephone number can be reassigned during the term of the Contract, unless it is agreed to the contrary.



## **4 SERVICE USE**

### **4.1 Right to use the service**

The Customer has the right to use the service of DNA as specified under the Contract, general terms and conditions, user guidelines, and any campaign terms applicable. DNA shall ensure that the telecommunications network and services enable the Customer to use the service in the agreed way.

The intellectual property rights to the services and products of DNA shall be the property of DNA or a third party, such as the software owner. DNA shall grant the Customer a restricted licence, for the duration of the contract, to the service and digital software versions and documentation supplied under the contract. The service, as well as the equipment, software, documentation, and other material and their usage rights transferred in connection with the service, must be used according to the instructions issued by DNA or a third party, such as the owner of the software, and only for their intended purposes.

The Customer may not, without DNA's prior consent in writing, copy, convert, or modify the documentation or software, or disclose or deliver it to a third party, except where required by peremptory law. Upon expiry of the licence, the Customer shall, at the request of DNA, return, erase, or otherwise destroy at its expense all original content and data delivered, and any copies thereof that may have been produced, that are in the possession of the Customer. Said content and data delivered include, for example, software, manuals, and the installed and/or otherwise produced copies.

DNA shall not be liable for any limitation to service use that may be imposed abroad. Detailed information is available on the website and from DNA's Customer Service.

Use of the service may not cause unreasonable load or other harm or disturbance to DNA, the operation of the public communication network, other users of the communication network, or a third party. The Customer shall immediately disconnect from the communication network any hardware or software that is causing disturbance to the operation of the network or service. The Customer shall be liable for damages caused to DNA or a third party, as well as for the costs incurred in locating the defect. In the case of harm or disturbance, DNA has the right to disconnect said hardware and software from the network without prior consultation with the Customer. DNA further has the right to restrict traffic volume in the communication network, suspend service use, disconnect the subscriber connection, and take any other necessary action required to secure network traffic, operation of the services, data security, or availability.

The Customer may not sell to a third party the service supplied by DNA, route third-party traffic through the service, or otherwise commercially distribute the service to a third party. Using the service primarily for routing calls between networks is not permitted.

### **4.2 Liability for service use**

DNA shall be liable for the service offered and supplied under the Contract. DNA is not responsible for any content acquired through or by means of the service, or the operation or availability thereof, or the Customer's right to use said content, except where supplied by DNA.

The Customer shall ensure that the content ordered, procured, or delivered by the Customer, or the Customer's service use, does not cause disturbance to the network or other users, jeopardise data security or service availability, or violate the rights of DNA or a third party, common decency, laws or regulations, or decisions by a public authority.

DNA has the right to block service use or disconnect the subscriber connection in a case where DNA, a public authority, or a third party demonstrates that the Customer has acquired, delivered, or transmitted, or otherwise made available through or by means of the service, said harmful content, or that the service has been used in violation of the terms and conditions herein. DNA further has the right to take any action that may be required and

to claim damages from the Customer for the damage incurred though a contractual breach. DNA shall notify the Customer of said action using an appropriate method.

The Customer has the right to authorise a third party to use the subscriber connection, but the Customer is fully liable for said third-party use of the subscriber connection under the Contract.

The Customer uses the service at their own risk. The Customer shall adhere to data security in service use, and shall protect adequately the hardware and software (see 4.5) and, where necessary, also the use of the communication service by subscribing to barring, usage limit, or balance limit services. The data protection measures include, for example, applying and updating anti-virus and firewall software, upgrading the operating system and software, and other similar necessary measures.

In the event that the terminal device, identifier, or smart card is lost or stolen, the Customer shall notify DNA's Customer Service immediately.

DNA shall ensure that the settings for services produced or offered by DNA are made available for the Customer. The Customer is responsible for activation of the settings. The Customer is responsible for the configuration and settings of the hardware and software required for service use, and for installation, maintenance, and removal thereof, except where it is agreed to the contrary.

#### **4.3 Unauthorised use of communications service**

Unauthorised use of communication service refers to a situation where a third party, without the Customer's consent, uses the Customer's communication service or uses it for subscribing to content or value added services. The Customer shall be responsible for the unauthorised use of the communication service, and the costs incurred by it, until the day when the Customer reports the issue to DNA's customer service.

When DNA receives a notification from the Customer of the unauthorised use or loss of the device, DNA shall have the right to deactivate the communication service and block the use of the terminal device immediately.

#### **4.4 Service quality and features**

DNA shall specify the core quality and features of the service being offered in a service description, service-specific special terms, or other similar contract document to be delivered to the Customer.

#### **4.5 Main factors influencing operation of the service**

Shadow zones, local or temporary traffic disruption, loss of capacity, or slowdown may occur in the operation of the service, due to the inherent properties of radio-wave technology, data transmission, and public communication networks. The service area and operation of the service are affected by, for example, the terminal device used by the Customer and the condition thereof, prevailing weather conditions, the shape of the terrain, buildings and structures, and maintenance operations. The services and related software may contain minor technical flaws that do not have a substantial impact on the use of the services or software. For these reasons, DNA is not able to warrant uninterrupted operation of the services throughout the network's service area (see 5.2 Service defect).

DNA has the right to determine the spatial service area of the network and the network features. The spatial service area of the network depends, to a certain extent, on network loads, and the coverage is not static at all times. DNA may optimise certain parts and functions of the network to enhance the overall service area, and this may cause local variations in the service area.

DNA has the right to conduct measurements and to control data traffic to prevent network overloads, and this may influence service quality (Service defect, see 5.2.). DNA has the right to make changes to the services and the smart card (e.g., SIM technology) that have a minor impact on the use of the services but not, however, on the core content of the Contract (see 12). DNA can also send over the communication network, to the Customer's

terminal device, settings that the Customer may choose to install, designed to make use of the subscriber connection more straightforward.

Provisions on universal emergency calls made over the public communication network, on determination of the caller's location, and on transmission of emergency text messages are laid down in law and in the Regulation of Finnish Communications Regulatory Agency. For its part, DNA shall ensure that the caller's location can be determined and that the Customer has charge-free access to the universal emergency number 112 to transmit a call or a text message. Determination of the caller's location and transmission of an emergency text message are not possible in the mobile communication network without a SIM card. Emergency text messages are not as reliable or as fast as emergency calls. The service-specific special terms provide information on access to the emergency number and determination of location when using services other than a telephone subscriber connection (e.g., VoIP services).

#### **4.6 Data security in the communication network**

DNA is responsible for the data security of its communication network and for the data security services being supplied. DNA shall not be liable for any disturbance that may occur on the public Internet network, or for any other factor beyond DNA's control that may hamper service use.

DNA may take action to prevent data security breaches and to eliminate anomalies targeted at data security, where such measures are necessary to secure the operation of the communication network or network availability, or to secure the message recipient's connection access. These actions include, for example, blocking message transmission and reception, and eliminating malware in a message that threatens data security. DNA shall size the measures in proportion to the severity of the incident being prevented, and shall stop the measures immediately upon removal of the grounds for their implementation. DNA shall inform the Customer of the data security threats, protection methods, and effective impact by means of the website or another appropriate channel.

DNA reserves the right to employ traffic control measures in the network that may be directed to Service users applications, Services, content or that are dependent on the recipient, sender or used device, if such measures are deemed necessary to:

1. Comply with a legal requirement, or ordered so by a court of competent jurisdiction or by authorities; or
2. to maintain or protect the proper functioning or safety of the network, services delivered or user devices; or
3. prevent network overload, or to manage the effects of temporary and abnormal overload.

#### **4.7 Use of the subscriber connection in the border areas of Finland**

In the border areas within the borders of Finland, a terminal device set to automatic roaming will log on to the strongest signal. In order to avoid expensive roaming charges, the Customer must manually select DNA's network in the terminal device's settings. Manual network selection will prevent the call or data connection from accidentally roaming on a foreign network. The Customer shall be liable for the roaming charges.

### **5 SERVICE DELAY, SERVICE DEFECT, AND DAMAGES**

#### **5.1 Delay of the delivery and the Customer's right to compensation for damages**

The delivery of the communications service is considered to be delayed in a case where the service is not delivered on the agreed date for a reason not due to the Customer or under the Customer's control.

The Customer is not entitled to compensation if DNA, or a service provider employed by DNA, demonstrates that the delay is due to a reason beyond its control, which it cannot reasonably be expected to have considered at the time of entering into the contract, and the consequences of which it could not have avoided or overcome using reasonable effort. These reasons include, for example, force majeure; a delay due to the Customer's action, negligent act, or omission; or a deficiency in the terminal device or in-house network.



If a single-payment delivery or a part thereof is delayed due to DNA's negligence by more than two (2) weeks, and the delay has caused expenses for the Customer, DNA shall pay upon demand by the Customer a delayed penalty, which is 1% of the price of the delayed delivery part for each full delayed week, but for a total maximum of ten weeks. DNA liability for delay of services delivered for a monthly fee shall begin as of the intended day of delivery. In such a case, the penalty of 1% per full week, with maximum of 10%, is calculated based on the monthly fee of the delayed service.

The Customer is not entitled to a delayed penalty if, by the Customer's agreement, an equivalent service or device has been delivered to the Customer free of charge for the delay period.

The Customer is entitled to damages for actual loss caused by the delay only to the extent that the loss exceeds the amount of compensation for the delay.

No compensation shall be paid for indirect damage, such as lost profit or damage resulting from a delay in sending or receiving a message.

No other compensation shall be payable due to said delay.

## **5.2 Defect, remedying a defect, and discount**

### Defect

The communication service is considered to contain a defect when the quality of the service does not comply with the contract. In the case of a defect, the Customer has a primary right to request that the defect be remedied, and a secondary right to a discount for the failure to meet the service level. Service levels shall be agreed on a product- and service-specific basis.

### Circumstances considered not to constitute a defect

In addition to the provision under section 5.6, none of the following are considered to constitute a defect under the Contract:

- a service defect due to an act or omission by the Customer or a third party using the service, or due to a reason under the control of the Customer or the third party;
- a service defect due to the deficient operating condition of the terminal device or in-house network, or temporary service outage of short duration.

The Supplier is not able to warrant uninterrupted operation of communications services, because temporary outages and disturbances are part of the nature of the services. Hence, the communication service is not defective when the operation, despite disruptions, corresponds to the operation of similar communication services in general. Shadow zones, local or temporary data traffic disruptions, or loss of speed may occur in the operation of the services, because of radio-wave technology, data transmission, the inherent features of communication networks, network load, or nuisance traffic, for example. Message transmission and data traffic filtering or blocking may temporarily fail.

DNA shall repair errors in services, deliveries, delivered equipment, or work performed due to any breach of contract for which DNA is liable, providing that a claim for compensation has been made immediately to DNA. DNA shall be liable for the associated repair costs, but no other compensation shall be paid.

DNA shall not be liable to perform repair work if the error was due to a reason beyond DNA's control, such as incorrect use of the service, insufficient maintenance, defects in the Customer's operating environment, faults in the power network, equipment failure, negligence, or omission of instructions relating to the use or maintenance of the service, or compliance with the service's environmental requirements, or the amendment, repair, or connection of equipment, a telecommunications connection, or software not included in the service, or settings, or

regulations other than those of DNA, or amendments, repair, interfaces, or appliances used, or other actions by a third party.

Equipment delivered and permanently installed by DNA shall be repaired at the Customer's premises. The Customer shall bring other equipment to DNA for repairs. Instead of performing repairs, DNA shall have the right to exchange or update a service, device, or software included in the delivery with a functionally similar product, if the repair work would cause unreasonable costs to DNA. The Customer shall compensate DNA by a reasonable amount, corresponding to the improvement or extension of usable life of the device or service.

The Customer shall be required to compensate for the damage or other financial loss caused to DNA by a breach of contract. If the equipment or software used in the service has caused disruption in the operations of the communication network or its other users, the damage and costs relating to the location of the errors caused to these parties shall also be compensated.

### **5.3 Damages due to a defect and loss containment measures**

DNA shall be liable for any direct damage caused to the Customer by a delay or defect, as demonstrated by the Customer, insofar as the damage exceeds the service compensation agreed for failing to meet the service levels. The maximum amount of compensation is limited to a sum corresponding to the service charge for one month that caused the damage. DNA shall be liable for any indirect damage, such as substantial loss of use or loss of income, only if the loss is due to DNA's intentional actions or gross negligence in the performance of the contract. The Customer shall demonstrate the loss occurred. No compensation is awarded for inconvenience alone due to a loss event.

In the event that a loss occurs or becomes imminent, the Customer shall, to prevent further damage, take all action that may be reasonably expected from the Customer to prevent or contain the loss. In a case where the Customer does not take said reasonable action to prevent or contain the loss, the Customer shall be liable for a portion of the damage incurred through the failure to act.

### **5.4 Submission of a delay or defect notice**

The Customer shall, to invoke a defect, inform DNA within a reasonable time after the defect was, or should have been, discovered. The Customer shall invoke a delay within a reasonable time after the delivery of the service.

### **5.5 Force Majeure**

DNA shall be exempt from the contractual obligation and liability for damage in a case where the non-performance or delay under the contract is due to force majeure. Force majeure refers to an event or circumstance beyond the control of DNA, which it could not have considered at the time of entering into the contract. Force majeure may be, for example, network maintenance and building work necessitated by extraordinary weather conditions, a declared national emergency, labour dispute, fire, act of God, discontinuation of energy distribution, laws and regulations, orders by a public authority, equipment or soil construction damage due to a third party, or any other similar loss, and a delivery failure, defect, or delay by DNA's contractor caused by any of the above. Where performance under the contract is delayed or impossible due to a reason referred to above, the time reserved for the performance is extended by such time that may be considered reasonable under the circumstances.

The Customer shall be exempt from discharging the duties and obligations under the contract in the case of force majeure, which may be, for example, a declared national emergency, fire, act of God, discontinuation of payment transfer traffic, or regulation or decision by a public authority.

### **5.6 Network building and maintenance work**

DNA may, without the Customer's consent, temporarily suspend supply of the services, or restrict service use whenever necessary, for a reason related to network building or maintenance work or data security. These reasons include, for example, expansion of the communication network, maintenance of relay stations or service



operator systems, and prevention of denial-of-access attacks. Said outage is not considered to constitute a defect in the supply of a communication service or other service.

## **6 LIMITATION OF SERVICE USE OR DISCONNECTION**

Disconnection of the subscriber connection refers to the blocking of all services available using the subscriber connection. Usage limitation of the subscriber connection refers to the blocking of one or more services available using the subscriber connection. Use of the telephone subscriber connection can be limited, for example, by allowing the Customer only to receive calls while being able to make only emergency calls and, where feasible, transmit emergency messages.

DNA has the right to disconnect the subscriber connection, deactivate a service, or restrict the use thereof, if:

1. the Customer does not pay a due invoice for the subscriber connection despite a past due notice,
2. the Customer does not pay a due invoice for an additional or content service despite a past due notice; in this case the subscriber connection is not disconnected, but the use of said service is deactivated or restricted,
3. the Customer exceeds the agreed usage limit; in this case the subscriber connection is not disconnected, but service use may be restricted,
4. the Customer does not place the deposit or security requested upon entering into the contract,
5. the police or another competent authority demand disconnection or deactivation,
6. the Customer has been declared bankrupt by a court of law, or declared insolvent by a public authority, and the Customer does not place the reasonable security requested,
7. the Customer is indicted of disrupting communications using the subscriber connection, or
8. the Customer does not, in disregard of a notice, adhere to the other terms and conditions of the contract.

DNA has the right, on the above grounds, to block the use of a telecommunication service through the subscriber connection at the request of another telecommunications operator that uses the subscriber connection for the supply of communication services, or that invoices for the services through DNA, or where the telecommunications operator making the request is not able to block the use of the communication service itself.

The Customer shall pay the fees under the contract, such as the basic fee and due user fee, notwithstanding disconnection of the subscriber connection or deactivation or restriction of service use for a reason covered by the Customer or DNA's obligation.

## **7 TERMS APPLIED SPECIFICALLY TO MOBILE SERVICES**

### **7.1 Service description**

The standard services included in all mobile subscriptions include calls, SMS and MMS messages, and the capability to transfer data. At any given time, the Customer can also subscribe to additional services included in the DNA offering.

### **7.2 Security instructions for subscriptions and terminal devices**

Care must be taken in storing, protecting, and using the subscription. The PIN codes, SIM card, or phone must not be left unattended.

Near national borders, the mobile phone may select a network used in the neighbouring country. This means that the incoming and outgoing calls and messages and other services, such as data transfer, will be charged as if the subscription were used abroad. Automatic network selection is usually the default; the network selection must be set to manual, after which the DNA mobile network must be selected as the home network.

### **7.3 Number porting while a fixed-term contract is in force**

If the 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 the Customer is liable for the fees and charges under the contract until the end of said fixed term.

DNA has the right to charge subscription-specific, reasonable compensation for number porting of a fixed-term subscription if the porting occurs before the end of the fixed-term period. This section will be applied to all subscription contracts concluded after 1 December 2015 or new subscriptions ordered after that date.

#### **7.4 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 apparatus. 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 remotely 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 DNA provides. DNA has the right to replace the SIM card.

The SIM card must not be used in a device or an operating environment where service outages or other disruptions in voice, message, or data transfer may cause the risk of injury or property loss.

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 on 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 the Customer has not forbidden DNA from handing over said information.

The Customer is entitled to get a new SIM card for a price, according to the price list, if the old card has been lost, stolen, or damaged.

#### **7.5 Data transfer**

All subscriptions feature data transfer by default, invoicing of which is based on DNA then current price list..

Call or message barring does not prevent the use of data transfer services. Data transmission may be blocked in some subscription types with applicable DNA service.(see instructions at [www.dna.fi](http://www.dna.fi)).

The service-specific default settings required to establish the connection are available from DNA Customer Service and the DNA website. The Customer is liable for the implementation of the settings, and for using the settings in question when connecting to the service. If the Customer connects to the service using other settings, the Customer is liable for any service disruptions, damage, and costs possibly incurred by the Customer.

The Customer is responsible for the protection and information security of the mobile phone and/or other similar terminal device. Depending on the technology applied, it is possible that the connection between the terminal and the network base station or other access point will not be encrypted. The Customer may use services other than those created and provided by DNA via the data transfer connection. This is done at the Customer's own risk.

Service availability depends on a number of factors, such as the number of simultaneous users and the network load. Due to network load, data transfer may slow down, experience disruptions, or be suspended altogether. DNA is not liable for any delay, alteration, or loss of data or other content resulting from reasons beyond its control in relation to service use.

DNA does not guarantee a specified data transfer speed. DNA reserves the right to prioritise other network data traffic over the service due to official regulations and for data security reasons, , if this is required to ensure the

availability of the network and services. DNA may employ traffic control measures to temporarily restrict the use of services and data traffic by e.g. disabling certain traffic protocols, ports or disconnecting the service entirely, if such measures are needed to ensure overall service usability, network security or to root out malicious traffic. Such measures may be employed by using automated systems.

Use of the service abroad is restricted by applying a €60 balance limit on data transfers abroad for all post-paid subscriptions. Service use is priced in accordance with the valid roaming price list, if a data package for use abroad is not specifically activated for the Customer. The automatically set limit of €60 can be removed by calling DNA's Customer Service. The balance limit on data transfers abroad is temporarily removed for the duration of the data package for use abroad, and is made active again after the validity of the package has expired or after the Customer has fully used the package.

### **7.6 Service features and usage restrictions**

DNA is constantly developing the features of its subscriptions, and aims to facilitate the versatile use of the subscription. DNA may add new standard features to the subscription, and DNA has the right to discontinue the delivery or production of a service or feature.

The Customer is entitled to request DNA to restrict subscription use and to block outbound traffic for a certain traffic type, in accordance with the blocking services offered by DNA. If, at the request of the Customer, this restriction is later cancelled or the barring category changed, DNA is entitled to charge a fee for this procedure, in accordance with the price list.

Using the service primarily for routing calls between networks is not permitted. Should the Customer use the subscription in violation of these terms and conditions, DNA has the right to block or deactivate service use and claim damages for any loss caused by such violation.

### **7.7 Factors influencing reception and data transfer**

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, prevailing weather conditions, the Customer's equipment, obstacles in the terrain, buildings, the prevention of data security threats, and the number of users. Stated network coverage is therefore indicative only, and may include shadow areas. DNA does not guarantee that all services it provides will function perfectly at all times within the network coverage area.

### **7.8 Using the subscription abroad or in another operator's network**

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 the Customer's telecommunication terminal or its use, or any resulting consequences.

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.



The rate lists for calls, text messages, and data transfer from foreign operators' networks are available on the DNA website and from DNA's Customer Service.

DNA has the right to prevent calls to area codes or service numbers of its choice.

With regard to the pricing of roaming, DNA employs price groups for normally priced calls and SMS messages. However, calls to local service numbers, and all video calls, are charged in accordance with the prices reported to DNA by the roaming partner in question, and DNA is not responsible for any possible changes to these prices.

The Customer has the option to use the regulated roaming services (voice call, text message, and data services) provided by any alternative roaming operator, or the regulated roaming data services offered by an alternative service provider, directly in the visiting network. A change to using the services of an alternative roaming operator or service provider, or a change between them, is free of charge. The Customer is directly liable to the alternative roaming operator or service provider for the use of the regulated roaming services used by the Customer, as well as the charges incurred.

DNA shall not be liable for damage caused to the Customer when using the subscription in the network of a foreign operator, or damage caused while using the services provided by any alternative roaming operator or service provider. 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.

### **7.9 Suspicion on the misuse of a subscription**

If DNA has grounds for suspecting that a subscription has been subjected to misuse due to theft, for example, DNA shall have the right to deactivate the subscription without the Customer's prior consent. The Customer shall be responsible for all costs due to the use of the subscription until the time when the Customer reports the theft, loss, or other possible case of misuse of the terminal device to DNA.

### **7.10 Data roaming in the EU**

DNA may charge data roaming fees also in the EU. Please refer to [www.dna.fi/yriityksille/EUroaming-erityiseh-dot](http://www.dna.fi/yriityksille/EUroaming-erityiseh-dot) for up-to-date information on DNA EU roaming fees.

## **8 MAINTENANCE AND SERVICING**

DNA is responsible for maintaining the communication network and services so that the agreed service is available to the Customer. DNA is responsible for the communication network and the services supplied. During repair and maintenance operations, disruptions and disturbances of short duration may occur in the service, which are not considered to constitute a defect or delay.

The Customer is not allowed, without DNA's consent, to modify, repair, or service the subscriber connection or service. The Customer is responsible for the in-house network, terminal device, and other hardware, except where it is agreed to the contrary.

## **9 FEES**

### **9.1 Price list and fees**

The Customer shall pay to DNA the service fees agreed to separately, or the fees applicable to the service under the price list in effect at any given time. The Customer shall be liable for the fees, irrespective of whether the Customer uses the subscriber connection or authorises a third party to use the subscriber connection.



DNA has the right to determine the fees, due dates, invoicing periods, payment methods, and invoice delivery methods, unless otherwise required by law. The fees can be collected either in advance or in arrears, as per agreement on the payment term.

DNA is also allowed to invoice from the Customer a third-party telecommunications operator's or service provider's service fees incurred using the service, where agreed upon with DNA or the service provider. The fees shall be invoiced in accordance with DNA's or the service provider's price list in question. If the subscription allows using services subject to a surcharge, the Customer shall be liable for these charges.

In order to maintain the ability to use the service, DNA has the right to charge the fixed basic fee specified in the price list. The basic fees are charged for each invoicing period. The basic fee shall also be paid for the duration of a service interruption that is due to the Customer, a reason under the Customer's control, or DNA's obligation.

Service use abroad (such as calls, text and multimedia messages, and other data transmission) will be charged according to DNA's valid roaming price list. Further information is available on DNA's website.

DNA shall have the right to revise the fees and invoicing principles under the procedure applicable to the amendment of terms and conditions (see 12).

## **9.2 Fees for service changes, and service deactivation and reactivation**

A fee on the price list can be charged for a change of a service or identifier ordered by the Customer. DNA has the right to charge a fee for reactivation of the service subsequent to deactivation due to the Customer, a reason under the Customer's control, or DNA's duty to deactivate the service. A fee can be charged for lifting any usage restriction or service blocking. No fee shall be charged for lifting a usage restriction related to exceeding a usage limit. A separate fee will be charged for work unrelated to the contract. DNA is entitled to charge service fees for any period during which the service has not been delivered due to the Customer's actions.

A fee independent of the volume of service use will be charged until the expiry of the period of notice, even when the supply of the service is terminated before this time at the Customer's request.

## **9.3 Invoicing**

The invoice shall be paid on the due date at the latest, using the information on the invoice. The invoice complaint shall be submitted in writing before the due date, and the indisputable portion of the invoice shall be paid by the due date. DNA has the right to charge penalty interest under the Interest Act on the payment delay and, for a past due notice, a fee applicable to the past due notice under the price list. DNA further has the right to recover the collection costs incurred because of delayed payment.

Where the Customer does not, in disregard of a past due notice and service deactivation, pay the outstanding invoice, all receivables from service invoices not yet due shall also fall due with immediate effect.

DNA shall send the invoice to the invoicing address notified by the Customer. The Customer must immediately inform DNA of any change in the Customer's name and invoicing address. The payment methods available and the related costs are presented in the price list.

Where the Customer makes only a partial payment for the services invoiced through a combined invoice, DNA shall have the right to determine how the payment will be allocated to the services.

The Customer or user is entitled, by law, to telephone bill itemisation and to subscriber-connection-specific itemisation.

DNA's right to charge the Customer shall commence either on the agreed date of delivery or when the Customer takes the service into use, depending on which date is sooner.



DNA's right to charge the Customer shall expire at the end of the contract or when the Customer ceases to use the service, depending on which date is later.

## **10 Processing of customer information**

### **10.1 Processing of customer information and identification data**

DNA is allowed to process customer register information for the purposes of customer relationship management, service development, and marketing, in a way described in the register declaration in effect at any given time. The information can be delivered to a third party under the statutory requirements. The register declarations and principles applicable to protection of privacy are available on DNA's website.

DNA shall have the right to send direct marketing messages to the Customer in electronic format, for example as e-mails or SMS messages. The Customer has the right to deny DNA disclosure of the customer information of the Customer for the purposes of direct advertising, distance selling, or other direct marketing, address enquiries services, or marketing or opinion surveys.

DNA is allowed to process identification and location data for the purposes of service production and use, invoicing, technical development work, and direct marketing, in compliance with the laws and regulations in force at any given time. The information to be processed includes, for example, the device type of the mobile phone, other information related to the terminal device, location data of the subscriber connection, and other identification data related to communication and service use, such as subscriber numbers, and the times and durations of established connections. Identification and location data shall be processed only for the duration of the operations required for the purposes listed above.

DNA has the right to record customer calls and other similar customer communication, such as marketing calls. DNA may use the recordings to verify business transactions, resolve complaints, monitor quality, and for training purposes, for example.

### **10.2 Directory information and directory enquiries services**

Unless agreed to the contrary, the basic information on the Customer and the telephone subscriber connection are published, by DNA or a third-party service provider, in a telephone number directory, other subscriber directory, and various directory enquiries services. The information can also be disclosed to a third party. The Customer has the right to refuse, in full or in part, publication of the Customer's information in a telephone directory or directory enquiries service. The Customer also has the right to refuse delivery and disclosure of the Customer's information to a third party. The Customer has the right to request, without further charge, that the Customer's information be rectified or removed.

An error contained in a printed directory shall be rectified in the immediately subsequent directory.

### **10.3 Display of the telephone number**

The Customer may bar, permanently or on a call-by-call basis, the transmission of the Customer's own subscription number to recipients, as well as the transmission of the subscription number to which incoming calls have been transferred. In addition, the Customer may bar the transmission of the subscription number of an incoming call.

A secret number may, despite blocking, be displayed to the recipient in a text message or message based on data transmission (such as multimedia messages), and in foreign telephone traffic.

## **11 ASSIGNMENT OF THE CONTRACT**

The Customer is not entitled to assign the contract to a third party without DNA's prior consent in writing.



DNA has the right to assign the contract, in full or in part, within DNA's group of companies or to a third party to whom the business to which the contract pertains is assigned. Either DNA or the assignee entity shall inform the Customer of the assignment of business in good time, in advance of the assignment coming into effect.

DNA's contract-based receivables can be transferred to a third party. After having been notified of the assignment of receivables, the Customer can make a valid payment only to the assignee.

## **12 AMENDMENT OF THE TERMS AND CONDITIONS OF THE AGREEMENT**

### **12.1 Amendment of the terms and conditions, services, and fees**

DNA has the right to amend the terms and conditions, service features, and fees during the contract period. DNA also has the right to cease providing the service at all for a good reason, provided that customer's user experience does not substantially deteriorate.

DNA has the right to amend, to the detriment of the Customer, the terms and conditions of a service contract that is valid until further notice, and associated service features and fees, in a case where the amendment is due to:

- reorganisation or alignment of contractual, pricing, or Customer Service arrangements, such as business entity and business operation arrangements;
- changes in production costs or cost structure;
- changes due to services provided by a third party, such as termination or amendment of a service supply contract;
- DNA discontinuing production of a service or feature;
- changes in network interconnect traffic procedure;
- development or modernisation of services or communication networks, such as replacing obsolete technology;
- protection or enhancement of the protection of privacy or financial security of a customer or customer group;
- technical system upgrades;
- unexpected changes in traffic volume or structure;
- substantial and permanent changes in the market situation or service demand;
- securing the continuity of operation or the assurance of service level, such as preparing for exceptional circumstances, or maintenance, development, or modification of data protection or data security; or
- other specific reason after a substantial change in circumstances.

DNA has the right to amend, to the detriment of the Customer, the terms and conditions of the contract, and the associated service features and fees, also in a case where the underlying reason for the amendment is related to an amendment of law or regulation, or to a decision by a public authority, such as a revision of taxes or other public fees and charges that have an impact on the agreed service price.

DNA further has the right to amend the terms and conditions, services, and fees in a minor way that has no impact on the core content of the contract. These amendments include, for example, measures influencing the technology used in the services or the visual appearance of the service. Changes made to DNA service descriptions are not considered changes to agreement terms and they do not trigger the customer's right to terminate the agreement.

Where an amendment due to an unforeseeable reason independent of DNA necessitates changes in the Customer's hardware or software, and the Customer wants to continue using the service, the Customer shall implement said changes at its own cost.

### **12.2 Changes made on the Customer's initiative**

The Customer may make changes to the number of services acquired, in accordance with the terms of the service, via DNA's service channels.



The Customer may also make changes to the services acquired, including additional orders, via the electronic channel offered by DNA for this purpose. The Customer is responsible for the correct use of the login identifiers provided for the use of the Customer, and is bound by the changes made via the electronic channel, regardless of whether the Customer's representative had a separate authorisation to make changes or not.

### **12.3 Notification of the amendment of the terms and conditions, services and fees, and the consequences thereof**

DNA shall notify the Customer of an amendment made to the detriment of the Customer in the terms and conditions of the communication services contract, or the services or fees, and the grounds thereof, no later than one month before the amendment enters into effect, either in writing (e.g., in connection with an invoice), electronically, or via e-mail. Where the amendment is based on an amendment of a law or regulation, or a decision by a public authority, DNA has the right to implement the amendment simultaneously with the entry into force of the amendment of the law or regulation or decision by a public authority. DNA shall notify the Customer of an amendment made to the benefit of the Customer, or an amendment pertaining to a service other than a communication service, in each case separately, and in an appropriate and effective way.

For a period of one (1) month from being informed of the change, the Customer has the right to terminate the contract for the service affected by the change. The new terms and conditions shall be applicable to the service as of the entry into effect thereof, unless the Customer gives notice to terminate the contract with immediate effect within one (1) month of having been notified of the amendment.

The Customer does not have the right to give notice in a case where the amendment is made to the benefit of the Customer, its significance is otherwise minor, or if the change is due to an official decision or for a reason otherwise beyond DNA's control, such as a change in prices unilaterally reported by a third party.

DNA has the right to provide the service specified in the contract in the manner it sees fit. DNA has the right to make changes affecting the technology and the use of the service. DNA shall inform the Customer in writing, and in reasonable time in advance, of any major changes to the technical implementation of the service, which DNA knows to possibly have an impact on the use of the Customer's equipment and software. If such changes require alterations to the Customer's equipment and software, the Customer shall be responsible for carrying out such alterations at the Customer's own expense.

## **13 TERMINATION OF THE CONTRACT**

### **13.1 Termination by way of notice**

The contract shall be valid until further notice or for a fixed period stated in the contract. The Customer may terminate a communication service contract that is valid until further notice in writing, with a period of notice of one month.

A fixed-term contract cannot be terminated by way of notice during the term of the contract. After the fixed-term contract period, the subscription 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 DNA has given notice of termination no less than a month before this time, terminating the subscription contract at the end of the fixed term.

DNA has the right to give notice that it will terminate a contract that is valid until further notice after the expiry of a one-month (1) period of notice, unless otherwise required by peremptory law.

### **13.2 Revocation**





The Customer has the right to revoke the contract on the grounds of a defect or delay due to DNA in a case where the breach of contract is substantial. Revocation of the contract can pertain only to the service affected by the defect or delay.

DNA has the right to revoke a contract for a telephone subscriber connection by notifying the Customer in advance, in a case where:

- the telephone subscription has been disconnected for a reason other than the Customer's request (see Point 6.1) for at least one month, and the prerequisites for disconnection of the subscription are met, or
- the Customer has been sentenced for disrupting communications using a telephone subscriber connection.

DNA has the right to revoke a contract, if

- service use has been deactivated for a reason other than the Customer's request (see Point 6), or due to network repair operations, for at least one month, and the reason for deactivation has not been eliminated;
- in disregard of reminders, the Customer has failed to pay an outstanding invoice, has been declared insolvent, or does not place a deposit or acceptable security requested by DNA;
- a public authority has found that the Customer has intentionally prevented or disrupted communications, or
- the Customer is in substantial breach of the contract and does not, in disregard of notice, remedy the breach.

The Customer and DNA each have the right to revoke a service contract other than a contract for a telephone subscriber connection, in a case where:

- the duration of interruption of performance due to force majeure exceeds three (3) months, or
- the service cannot be delivered within a reasonable time because a precondition of delivery under section 3.2 is absent.

The revocation notice by DNA shall be in writing.

### **13.3 Recovery of equipment and refunds upon termination of the contract**

The Customer shall return, upon termination of the contract, the devices owned by DNA and other property subject to licence, in the same condition as at the moment of delivery, allowing for normal wear and tear. Where the Customer has leased a device from DNA, termination of the service contract related to the device, and termination of service invoicing, requires, in addition to the provisions under section 13.1, that the device is also returned, in compliance with the guidelines issued by DNA.

DNA shall refund all advance payments made by the Customer to the extent that the payments pertain to the time after the termination of the contract, providing that the termination of the contract is not due to the Customer being in breach of the contract. DNA is not required to refund for unused free telephone time. When the contract expires, DNA shall have the right to settle any outstanding receivables from refundable payments to the Customer.

### **13.4 Discontinuation of service production**

DNA shall have the right to amend services of a continuous nature and, for weighty reasons, cease the production of the service altogether. DNA shall aim to cause as little detriment to the Customer in so doing. DNA shall not be liable for any costs generated for the Customer as a result of the amendment or deactivation of the service. DNA shall aim to notify the Customer of the deactivation of the service two (2) months in advance. DNA shall be under no obligation to notify the Customer of the deactivation of free-of-charge added-value services in any way other than maintaining an up-to-date list of its range of services.

## **14 CONTACT INFORMATION AND NOTICES**

The Customer shall ensure that DNA has up-to-date information on the Customer and on any user authorised by the Customer. The Customer shall send all written notices relating to this contract to the address or e-mail address



indicated in the contract or provided subsequently. A notice sent by the Customer via mail shall be considered to have been notified to DNA on the seventh (7th) day after sending, and a notice sent via e-mail on the business day immediately after sending.

DNA shall send all notices relating to this contract to the address or invoicing address provided by the Customer, or to the e-mail address or mobile phone number in compliance with the contract. A notice sent by DNA via mail shall be considered to have been notified to the Customer on the seventh (7th) day after sending, and a notice sent via e-mail or to the mobile phone number on the business day immediately after sending. DNA shall notify the Customer of any payment failures and other breaches by a user authorised by the Customer.

The contact information of DNA is indicated in the contract or other document issued to the Customer.

## **15 MISCELLANEOUS TERMS AND CONDITIONS**

### **15.1 Infringement on intellectual property rights**

DNA shall be liable for ensuring that, at the time of concluding a contract, the services it delivers do not infringe upon the intellectual property rights of a third party in force in Finland. 'Intellectual property rights' refers, among other things, to patent rights, trademarks, and copyrights.

If action is brought or claims are made against the customer on the basis of use of the service provided by DNA in Finland violating protected intellectual property rights, DNA shall defend its Customer as it sees fit and pay any non-appealable compensation imposed on the Customer. DNA's liability requires that the Customer notify DNA of the claims, in writing, immediately after becoming aware of them and authorise DNA to act in the Customer's best interests, providing DNA with all information, authorisations, and assistance necessary to handling the matter.

DNA shall not be liable for any such infringement caused by the Customer as a result of the following: the service has been amended by the Customer or a third party, the service has been used for a purpose for which it was not designed or intended, the service is used together with a product or service produced by a third party or by the Customer, or the service is used in a way that does not comply with the instructions provided by DNA.

### **15.2 Material received through the service**

DNA shall not, at any time, be liable for the availability, quality or content of material or information delivered through its service, nor for any damage caused by delays, changes or loss of material transmitted by means of the product or service. Nor is DNA responsible for the legality, operation or availability of material or information acquired by the Customer through the product or service, or for rights relating to the use, copying or editing of material or information.

The Customer shall be liable for any failure to deliver, transmit, or make available any material that infringes upon the rights of a third party, or that is in breach of legislation or good practices. DNA shall have the right to remove such material immediately from the service, without consulting the Customer, or to prevent its use or availability. DNA shall in no way be liable for the content of messages sent with or through the service.

### **15.3 Confidentiality, exercise of rights**

In connection with the contract, the parties may receive technical and service development data that are business secrets of the other contracting party, or to which the party has some type of immaterial right. DNA's business secrets include all development material, applications, and results relating to contractual and tender documents and services. Without DNA's written consent, the Customer shall not have the right to use the information received in the Customer's own business or other activities, or in that of the Customer's sphere of interests. The sphere of interests includes companies belonging to the same group as the Customer, and persons and their relatives and companies with closely aligned interests belonging to the Customer's decision-making bodies. The Customer may

not disclose or surrender to a third party any information the Customer has received. Only the use of information necessary for fulfilling this contract is permitted. This condition must also be adhered to after the expiry of the contract.

DNA shall have the right to the free use, in its business operations, of IT know-how accrued during the contractual relationship, such as for the development work of its services.

Confidentiality obligation does not apply to information that a party is required to disclose under the law, or under rules or regulations of a stock exchange where a party is listed.

#### **15.4 Contents of the contract and order of application**

The contract between the parties is specified in the contract document and its appendices. Should a conflict arise in the contract document, the following order of interpretation shall apply:

- the original contract document, and the campaign terms, if any
- service-specific special terms;
- the price list, and
- the General Terms and Conditions.

In the event that a provision is found to be invalid or unenforceable, the other provisions of the contract shall remain valid. The contract shall be governed by the laws of Finland.

#### **16 DISPUTES**

Any disputes arising from this contract that cannot be agreed between the parties shall be finally resolved by an arbitration procedure, in accordance with the Finland Chamber of Commerce. The arbitration shall take place in Helsinki.

#### **17 VALIDITY OF THE TERMS AND CONDITIONS**

These terms and conditions shall be in effect as of June 15<sup>th</sup> 2017 until further notice. These terms and conditions shall supersede the General Terms and Conditions of DNA Ltd for Corporations and Organisations, which entered into effect on January 1<sup>st</sup> 2017. These terms and conditions shall be applicable as of June 15<sup>th</sup> 2017, including the contracts executed prior to entry into effect of these terms and conditions. The delivery terms are available in electronic format, free of charge from DNA.