

# Roaming charges within the EU and the fair use policy applied to DNA Corporate Products

This appendix containing the terms and conditions applicable to roaming is applied to corporate subscriptions within the EU/EEA from 15 April 2020 and until further notice.

## Definitions

The basic principle of Roam Like at Home (RLAH) is that when calls are made to an EU/EEA country (including the home country) from some other EU/EEA country than the home country, the so-called roaming calls and messages to standard-priced fixed numbers and mobile subscriptions within the EU/EEA are comparable to the use of domestic services, provided that the use is reasonable and roaming is periodic. For example, calls from Sweden to Finland or from Sweden to Germany are in the scope of RLAH.

Domestic use means that the subscription is used in the networks of DNA or Ålcom.

The fair use policy (FUP) defined by the EU specifies when usage is within fair use limits and roaming is periodic. If use exceeds the limits of fair use, or if roaming is not periodic, the customer will be charged an EU surcharge in addition to the domestic price. The amount of the EU surcharge is equal to the maximum wholesale roaming price defined by the EU. The EU data transfer limits defining the fair use of data services are specified on page three of this document.

### Traffic outside the scope of RLAH

Calls and messages from Finland to abroad (to EU/EEA countries or other countries) are not within the scope of RLAH. Such calls are charged in accordance with the price list for international calls.

RLAH is not applied to calls from EU/EEA countries to countries outside the EU/EEA (for example, from France to the USA).

RLAH is not applied to calls or messages to service numbers or corporate numbers, which means that there are no changes to the pricing of such services and they will continue to be charged based on service-specific roaming prices.

RLAH is not applied to permanent roaming where the subscription (SIM card) is permanently used within the EU/EEA.

## Domestic prices are also charged within the EU/EEA

At a minimum, the domestic price is always charged for all mobile communication within the EU/EEA. The domestic price is the customer-specific unit price for outgoing calls, sent messages and data transfer that the customer would pay for domestic mobile communication. The domestic price refers to the following:




- The unit price for domestic calls and messages for unit-priced subscriptions such as *DNA Business Perusliittymä*
- Use of the available voice and/or message package such as *Puhepaketti 700 min* and the unit price exceeding the package
- Use of the available data package such as *Netti 2 M add-on service* and additional data packages
- Domestic unit prices are not applied to unlimited subscriptions or services such as *DNA Liikkuva laajakaista XXL+ for Corporations*

## Fees when usage **is within fair** use limits and **roaming is periodic**

When a customer uses roaming services in EU/EEA area - and the usage is within fair use limits and roaming is periodic, no fees other than the domestic price are charged for the use of mobile services.

## EU fees when use **is not within fair use limits** or when roaming **is not periodic** or in the event of **fraudulent use**

When consumption surpasses the fair use limits, the EU surcharge shall be added on top of the domestic rate. In case the EU roaming is no longer considered periodic, the EU surcharge shall be applied to calls, messages and data transfer. The EU surcharge rates for voice calls, messages and data transfer are listed below:

 <p><b>CALLS</b></p> <p><b>EU surcharge 0.032 EUR/min</b></p> <p>Receiving calls: free of charge</p>	 <p><b>SMS/MMS</b></p> <p><b>EU surcharge 0.01 EUR/message</b></p> <p>Receiving messages free of charge</p>	 <p><b>DATA TRANSFER</b></p> <p><b>EU surcharge:</b></p> <p><b>3.5 EUR/GB</b></p>
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The fair usage limits and the definitions of periodic traveling are presented in the following sections. In case the limits are surpassed, an automatic notification SMS shall be sent to the customer before applying EU surcharges.

### What are the **fair** use limits?



#### Calls

No roaming-specific monthly usage limits are applied to phone calls. Only the domestic fair use limits - if such limits are defined for the customer's subscription - shall apply.



#### Messages

No roaming-specific monthly usage limits are applied to SMS and MMS messages. Only the domestic fair use limits - if such limits are defined for the customer's subscription - shall apply.



#### Data transfer

For EU data transfer, subscription-specific monthly fair use quotas shall be applied. The monthly fair use quotas for DNA's phone and mobile broadband subscriptions are listed in the following tables in gigabytes (= 1000 megabytes) per month.

## Appendix 1 to the General terms and conditions for DNA corporate customers

Subscription or service	Quota (GB/month)	Subscription	Quota (GB/month)
DNA Optimi Perusliittymä, Day data	1,3	DNA Liikkuva laajakaista yrityksille S	2,6
DNA Optimi Liittymä, Perusnetti	3,3	DNA Liikkuva laajakaista yrityksille S PLUS	4,6
Netti XS add-on service	2,7	DNA Liikkuva laajakaista yrityksille M	5,3
Netti S add-on service	3,7	DNA Liikkuva laajakaista yrityksille M PLUS	7,3
Netti S PLUS add-on service	4,7	DNA Liikkuva laajakaista yrityksille L	7,9
Netti 2 M add-on service	4,3	DNA Liikkuva laajakaista yrityksille XL	11,3
Netti 21 M add-on service	6,3	DNA Liikkuva laajakaista yrityksille XXL	13,9
Netti 50 M add-on service	9,5	DNA Liikkuva laajakaista yrityksille XXL+	23,9
Netti 150 M add-on service	10,4	DNA Liikkuva laajakaista yrityksille EU 5G 600M *	23,9
Netti 150 M PLUS add-on service	6,0	DNA Liikkuva laajakaista yrityksille EU 5G 1000M *	26,6
Netti 300 M add-on service	13,7		
Netti 50 M Rajaton add-on service	10,6		
Netti 150 M Rajaton add-on service	13,3		
Netti 300 M Rajaton add-on service	23,3		
DNA Business Perusliittymä 4G	2,6		
DNA Business Mini 4G	9,3		
DNA Business Rajaton 4G Suomi	15,3		
DNA Business Rajaton 4G 50M *	16,7		
DNA Business Rajaton 4G 100M *	20,0		
DNA Business Rajaton 4G 300M *	24,0		
DNA Business Rajaton 5G 600M *	26,6		
DNA Business Rajaton 5G 1000M *	30,0		
DNA Optimi EU L *	12,6		
DNA Optimi EU XL *	15,3		
DNA Optimi EU XXL *	25,3		

\* No EU surcharge for data transfer in Sweden, Norway, Denmark, Estonia, Latvia and Lithuania.

## What is periodic travel

DNA mobile subscriptions are not designed for permanent roaming. When roaming is no longer considered periodic but permanent, the EU surcharge is applied on top of the domestic rate for all EU roaming services. Roaming is considered periodic when either traffic volume criterion or presence criterion is fulfilled:

1. Traffic volume criterion: The cumulative usage of data transfer, phone calls and text messages in Finland is greater than the usage in EU/EEA area during the past 120 days
2. Presence criterion: The cumulative number of days spent in Finland is greater than days spent in EU/EEA area during the past 120 days. For the calculation, days spent outside EU/EEA area shall be considered domestic days.

In case neither the traffic volume criterion nor the presence criterion are fulfilled, the customer shall receive a notification text message about surpassing the limits of periodic roaming. After the message, all further consumption shall be billed with EU surcharge added on top of the domestic rate. Any billed EU surcharges shall be refunded if the customer shows as consuming mobile services mainly in Finland within the next 14 days. Charging the EU surcharge is stopped again when the traffic volume criterion or presence criterion is fulfilled.

## What is considered as *fraudulent use*

Use is fraudulent if the customer's subscription has been unused for a long time and it is used primarily or entirely outside the home country, or if the customer or the customer's employee has several subscriptions and they are used abroad one after another. In that case, it can be presumed that the customer is seeking to use roaming services fraudulently or abnormally for Finnish prices. If the use of roaming services is deemed fraudulent, DNA will charge the EU surcharge for roaming services used within the EU/EEA. The EU surcharge will no longer be charged when the use of the subscription indicates that the subscription is primarily used in the home country and travel is occasional.

## Validity of the roaming charges

The regulation concerning the terms and conditions of roaming, roaming charges and the fair use policy has entered into force on 15 June 2017, and the valid version of the related terms and conditions applicable at the given time is applied to corporate subscriptions within the EU/EEA from 15 June 2017.

The scope of pricing covers roaming services in the following countries: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, France, French Guiana, Germany, Gibraltar, Great Britain, Greece, Guadeloupe, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Martinique, Netherlands, Norway, Poland, Portugal, Romania, Saint Barthélemy, Saint Martin, San Marino, Slovakia, Slovenia, Spain, Sweden and Vatican City.

Regarding calls and messages, the pricing applies to outgoing roaming calls and messages from within the EU/EEA to standard-priced fixed numbers and mobile subscriptions within the EU/EEA. The pricing does not apply to calls and messages to service numbers and corporate numbers. Calls made from Finland to other countries are charged in accordance with the price list for international calls. When roaming services are used, a company's internal calls are charged as standard-priced domestic calls.

The pricing applies to customers, and the employees of customers, who are permanent residents of Finland or have a permanent connection to Finland. If the customer or the customer's employee cannot prove they have a permanent connection to Finland, the use of roaming services within the EU/EEA will always be subject to the EU surcharge in addition to the domestic price. A permanent connection to Finland can be, for instance, a regular home address, a job or a place of study in Finland. When making the subscription contract or at any point in time afterwards, DNA may ask the customer to provide proof of the permanent connection that the customer or customer's employee has to Finland if DNA has reason to suspect that the customer or the customer's employee does not have a permanent connection to Finland.

The customer has no right to sell or hand over subscriptions (SIM cards) to persons who are not permanent residents of Finland or who do not have other permanent connections to Finland. If subscriptions are handed over to such persons, DNA will charge the EU surcharge for the use of all roaming services within the EU/EEA in addition to the domestic price. DNA also has the right to deactivate such subscriptions immediately and to cancel the contracts applicable to them. Subscription deactivation and/or contract cancellation does not release the customer from the liability for any accrued payments.

## Miscellaneous terms and conditions

If the customer deems that the fair use policy has not been correctly applied to the customer's case, the customer must submit a written complaint to the Corporate Customer Services to have the claim processed.

Invoicing principles for DNA corporate subscriptions and the so-called *fair use policy* when travelling within the EU/EEA is based on the Commission Implementing Regulation (EU) 2016/2286.