

Terms of Use for DNA Prepaid Top-up

Application of the Terms of Use and formation of the agreement

DNA Prepaid services are governed by the DNA Prepaid special terms.

These Terms of Use apply to the DNA Prepaid Top-up Services (hereinafter the "Service").

The User agrees to comply with the Terms of Use by accepting the terms in the Service and paying the top-up.

Provision of the Service

DNA Plc (hereinafter "DNA") has the right to provide the Service in the manner it considers appropriate and to use subcontractors in providing the Service. DNA has the right to make changes to the content, technology and use of the Service, or to discontinue the Service or any of its features. If such changes require modifications to the User's devices or software, the User must arrange such modifications at their own expense. DNA will provide reasonable advance notice of changes on a website related to the Service.

The User accepts that the Service may be subject to short-term interruptions and disruptions that are not considered defects or delays. The User must prepare for the aforementioned situations by any means they consider necessary. DNA has the right to suspend provision of the Service due to construction, maintenance, servicing or another reason. DNA will endeavour to ensure that the suspension does not continue for longer than necessary and that any resulting inconvenience is kept to a minimum. Where possible, DNA will inform Users of the suspension.

DNA is not liable for the availability of the Service or for any damage caused by the delay, alteration or loss of material delivered using the Service.

To safeguard the uninterrupted use of the Service by other users, DNA has the right to block or restrict the User's access to the Service if DNA detects interference with the use of the Service. DNA has this right regardless of whether the source of the interference is within or outside the User's network. Where possible, DNA will inform the User of such blocking or restriction and will limit it to the narrowest possible scope and shortest possible duration.

Online top-up service provider

The payment transmission service and payment services are provided by Paytrail Plc (2122839-7) in cooperation with Finnish banks and credit institutions. Paytrail Plc will appear as the payment recipient on the bank statement or card statement and will transfer the payment to the merchant. Paytrail Plc is licensed as a payment institution. In the event of a complaint, please contact the supplier of the product in the first instance.

Paytrail Plc, Business ID: 2122839-7
Innova 2
Lutakonaukio 7
FI-40100 Jyväskylä

paytrail.com/en/consumer/information-about-paying

Use of the Service

Scope of the right of use

The User has the right to use the Service for their own personal, private purposes in accordance with these Terms of Use, the Service's instructions for use, the law and good practice. Any other use is prohibited. The User may not sell, transmit or transfer the Service or any part of it, incorporate the Service or any part of it into their own website, or link to the Service without DNA's prior written permission.

The Service cannot be used for automatically recurring airtime top-ups. Nor may the reference numbers displayed in the Service be used outside the system, as the airtime will not be added in such cases due to technical solutions.

The User is responsible for ensuring that their use of the Service does not interfere with others or infringe the rights of DNA, other service providers or third parties. When the right of use ends, the User agrees, at DNA's request, to return or destroy all material received from DNA.

User's devices and software

To use the Service, the User must have a valid online payment agreement with a credit institution approved by DNA. The User must also comply with the credit institution's instructions and terms of use. Top-ups by payment card additionally require the customer to have a valid debit or credit card approved by DNA (hereinafter the "Payment Card"). The User is responsible for the following in relation to the devices, telecommunications connections, software and other similar items required to use the Service:

- acquiring them and keeping them operational;
- programming them, maintaining the programming and removing it;
- protecting them, for example by means of backups, firewalls or other similar methods; and
- using them in a manner that does not impede or disrupt the activities of DNA, other service providers or third parties.

Any devices and software that may cause inconvenience, disruption or damage must be disconnected from the Service immediately.

Costs of using the Service

The User is responsible for all costs and usage charges incurred by the User from using the Service, as well as any claims made by a third party in connection with the use of the Service (for example, internet access charges and telephone charges).

Cancellation

A top-up made using the Service can no longer be cancelled once the User has approved the payment using their online banking credentials or once the airtime top-up has been charged to the bank or credit account linked to the Payment Card (Chapter 6, section 16 of the Finnish Consumer Protection Act). A top-up that has already been completed will not be refunded even if it was accidentally made to the wrong subscription.

Maintenance of the Service and correction of possible errors

Data protection and processing of personal data

When using the Service, the User is obliged to provide DNA with the necessary, accurate and correct information. However, the Service can also be used without registration details.

DNA collects and processes personal data related to the Service for purposes connected with the Service, in accordance with the legislation in force, within the European Union. Information other than that provided on the registration form will be retained for no more than one (1) year. If the User has given their consent, personal data may be used to target direct marketing by DNA, companies belonging to the same group as DNA and DNA's partners, as referred to in the Act on the Protection of Privacy in Electronic Communications. Under the Personal Data Act, the User has the right to access their own data and to have any inaccurate data corrected.

DNA has taken reasonable information security requirements into account in the Service. However, the User accepts the characteristics of the internet and mobile network, and that DNA is not liable for damage caused to the User by possible shortcomings in information security or information security risks such as computer viruses, hacking, technical problems or unexpected events. If the information provided by the User changes, the User must notify DNA without delay.

Compensation for damage

If the negligence or carelessness of a member of DNA's personnel has resulted in the non-delivery of a paid service or benefit under the agreement, or a material disruption to it, the User is entitled to compensation for the direct damage they can demonstrate having incurred as a result. DNA's maximum liability is limited to the amount of fees paid by the User for the Service during one (1) month.

DNA will not compensate for:

- indirect damage;
- damage caused by force majeure;
- damage resulting from circumstances for which the customer, the User or a third party is responsible (for example, where the User accidentally tops up airtime to the wrong telephone number);
- damage caused by a reason beyond DNA's control;

- damage that may arise from DNA exercising its contractual rights;
- damage caused by minor defects or deficiencies; or damage caused by services provided free of charge.

DNA is not liable for the activities of other service providers or for damage caused by them. A claim for compensation must be submitted to DNA in writing within one month of the date on which the defect forming the basis of the claim was detected or should have been detected. DNA will endeavour to ensure uninterrupted operation of the Service. However, DNA is not liable for interruptions caused by technical faults, maintenance or installation work, telecommunications disruptions, or for any direct or indirect damage caused by the possible delay, alteration or loss of information resulting from them.

Force majeure

A force majeure event that prevents or delays compliance with a term releases the affected party from compliance with the term and from liability for compensation. Force majeure includes war, requisition or confiscation for public purposes, import or export bans, refusal of an export licence, labour disputes, legislation and orders issued by public authorities, natural phenomena, thunderstorms, storms, fire, cable or similar damage caused by a third party, flooding and water damage, overvoltage from the electricity network, interruption in the supply of energy or another essential raw material, a circumstance caused by a third party that is beyond the control of the parties, or another reason that the party could not have taken into account and whose effect the party cannot prevent or overcome. The foregoing also applies when the impediment affects a subcontractor of DNA.

Termination of the Right of Use

DNA has the right to terminate the User's right of use if the User has breached the Terms of Use and has not corrected their conduct immediately after receiving notice. Notwithstanding the termination of the right of use, the provisions of the Terms of Use concerning liability will remain in force. DNA has the right to transfer its contractual rights and obligations, without the User's consent, to a company belonging to the same group or to a third party to which the business referred to in the agreement is transferred. DNA also has the right to assign its contractual receivables to a third party. After the assignment of the receivables and notification to the User, payments can validly be made only to the assignee.

Disputes

The agreement is governed by Finnish law. Any disputes arising from the agreement that the parties are unable to resolve by mutual agreement will be settled by the Helsinki District Court.

Notices and Amendments

DNA reserves the right to amend these terms. DNA will notify the customer of any amendments to the contractual terms that are not of minor significance at least one (1) month before they enter into force. Notification will be provided by text message to the mobile phone number associated with the Service or otherwise in writing, for example on DNA's website.

Validity of the Terms of Use

These terms enter into force on 24 September 2026 and replace the DNA Prepaid Top-up Terms that entered into force on 12 September 2005.

In addition to these Top-up Terms, the Service is subject to the Special Terms and Conditions for DNA Prepaid subscriptions and, as applicable depending on the customer relationship, either DNA's General Terms and Conditions for Consumer Customers or DNA's General Terms and Conditions for Corporate Customers and Organizations, as amended from time to time.

