

Instructions for Withdrawal from a Contract

Valid from 13 June 2014

1. Terms

- 1.1. **The Company** is Telia Eesti AS (registry code 10234957).
- 1.2. **The Consumer** is a physical person customer using the Company's services or buying goods from the Company outside of his or her professional activities.
- 1.3. **A Contract concluded via a means of communication** is a contract concluded between the Company and the Consumer in the Company's web-based customer service and sales environment (e.g. Self-service or webshop or the smartTV environment, etc.) and the Company and the Consumer are not together at one place when the contract is concluded, and the intent of the parties to conclude the contract, including the Consumer's wish to take on contractual responsibilities, are forwarded solely and exclusively via a means of communication.
- 1.4. **A contract negotiated away from business premises** is a contract concluded with the Company's and the Consumer's simultaneous physical presence away from the Company's business premises, or on the Company's business premises, or a distance contract concluded immediately after the Company has contacted the Consumer in person with the consumer's and Company's simultaneous physical presence at a location other than the Company's business premises, or during an excursion organised by the Company with a view to promoting and selling their goods or offering their services to the Consumer.

2. Right of Withdrawal

- 2.1. The Consumer has the right to withdraw, without stating a reason, from a contract concluded via a means of communication or a contract concluded outside of business premises (henceforth The Contract) within 14 days.
- 2.2. The withdrawal term ends at 14 days:
 - 2.2.1. from the day when the Contract was concluded in the case of a Contract for providing services or;
 - 2.2.2. from the day when the Consumer or a third person appointed by the Consumer, who is not a transporter of the goods, has physically taken possession of the goods in the case of a Contract involving transition of goods (e.g. a sales or usage contract, etc.).
 - 2.2.3. For using the right of withdrawal, the Consumer has to inform the Company of his or her decision to withdraw from the Contract in an explicit written statement that has to be presented in a store of the Company or sent by email, and signed digitally.
- 2.3. Contacts of the Company:
 - 2.3.1. **Telia Eesti AS**

In the case of services and products offered under the trademark of Telia Mustamäe tee 3, 15033 TALLINN

Stores of Telia and contact numbers: information on Webpage www.telia.ee
email address: info@telia.ee
 - 2.4. The Consumer can use the attached form of withdrawal or download it from the Company's homepage at www.telia.ee, but this is not mandatory.
 - 2.5. In order to keep the term of the right of withdrawal, the Consumer should send the notice about using the right of withdrawal to the Company before the end of the term of withdrawal.
 - 2.6. The withdrawal procedure described in these instructions does not apply in the event of a withdrawal from a consumer credit contract concluded between the Consumer and the Company and in regard to the 31 day offer presented within the Company's marketing campaign "Subscribing campaign to eHome". In the event of withdrawal from a consumer credit contract, the withdrawal procedure is described in the contract. The subscribing

campaign to the eHome offer can be used as described in the terms of "Subscribing campaign to eHome".

3. Lack of Right of Withdrawal

- 3.1. According to the law, the Consumer has no right of withdrawal in the following cases, among others:
 - 3.1.1. In case of contracts where the goods transferred are an audio or video recording or computer software in closed packaging when the Consumer has opened the packaging;
 - 3.1.2. In the case of contracts where the goods transferred are packaged items that are not suitable for returning for health or hygiene-related reasons and when the packaging has been opened after delivery (e.g. headphones, etc.);
 - 3.1.3. In regard to contracts where the goods transferred are transmitted digital content not transferred on a physical carrier (e.g. audio files, films, etc.), in cases when the transmitting has been initiated with the Consumer's prior explicit assurance that he or she thereby loses the right of withdrawal;

4. Consequences of Withdrawal from a Contract

- 4.1. If the Consumer expressed the wish when concluding the service Contract that provision of the Service should start within the withdrawal term, he or she is obliged to pay the Company for the value of what has been transferred to him or her proportionally for the time when the Consumer gave notice of withdrawal from the Contract in relation to the whole volume of the Contract. This means that, such as in the case of a service with a monthly fee, the Consumer will have to pay for the services rendered up to his or her notice of withdrawal from the Contract.
- 4.2. In the case of withdrawal from a Contract, the Company shall immediately return to the Consumer all payments received from him or her on the basis of the Contract, including transport fees (except for additional fees that arise from the mode of transport selected by the Consumer that differ from the cheapest means of transport proposed by the Company) no later than 14 days after the Company learns of the Consumer's decision to withdraw from the Contract.
- 4.3. The Company will make these repayments using the same method of payment that the Consumer used for making the payment, except in cases when the Consumer has expressed consent to using a different method of payment. No transaction fees or any other costs are incurred for the Consumer with this repayment.
- 4.4. The Consumer must return items to the Company immediately, but no later than 14 days after he or she notified the Company of withdrawal from the Contract. Items can be returned to the closest Telia's store. The term has been met if the Consumer returns the item transferred on the basis of the Contract to the Company before the end of the 14-day term.
- 4.5. The Company has a right to decline from making repayments until the Company has received back the item transferred on the basis of the Contract or until the Consumer has provided proof that he or she has sent the item back, whichever happens first.
- 4.6. The item transferred on the basis of the Contract must be returned to the Company **in the original packaging** (can be opened, but not damaged) and **in its original state of completeness** (include all items that were in the original product package).
- 4.7. The direct costs related to returning the items will have to be covered by the Consumer.
- 4.8. In the event that the returned item has deteriorated, the Consumer is responsible for the deterioration of its value if he or she has used the item in a way that differs from learning the item's essence, its features and its functioning. To learn the essence, features and functioning of an item, the item can only be handled in a way that it is allowed to handle it normally in a shop.
- 4.9. The Company has a right to present claims to the Consumer for the deteriorated value of the item within one month from the returning of the item.