

## **CONDITIONS OF USE OF THE EQUIPMENT**

Fixed-term use for a private customer (ET.05.SE.01.E)

*Valid from 20 January 2016*

### **1. General Provisions**

- 1.1 These Conditions of Use of the Equipment (hereinafter referred to as the Conditions) of Telia Eesti AS (hereinafter referred to as Telia) are applicable to private customers who have concluded the Equipment Use Agreement (hereinafter the Agreement) with Telia for the fixed term use of equipment belonging to Telia (hereafter referred to as the Equipment) in accordance with these Conditions.
- 1.2 The relations between the Parties shall be guided by the Customer Agreement, the General Conditions, the Price List, the Agreement, applicable campaign conditions, and the Conditions. In regard to issues not governed by the Conditions (including amendments to the Conditions), the Parties shall be guided by the provisions of the Customer Agreement and the General Conditions (hereinafter referred to as the General Conditions).

### **2. Conditions of use of the Equipment**

- 2.1 Telia shall transfer the Equipment to the use of the Customer for the purposes of using the service of Telia as specified in the Agreement and for the term of commitment provided in the Agreement (hereinafter referred to as the Period of Use) and in accordance with the provisions of the Conditions.
- 2.2 The Customer shall have to use the Equipment prudently and for its designated purpose, adhering to the requirements prescribed in the technical documentation and/or user manual of the corresponding Equipment in using the Equipment.
- 2.3 The Customer shall have to ensure the proper use, upkeep and maintenance of the Equipment at its own expense in such a way that the theft, loss, destruction, deterioration of and/or damage to the Equipment (including mechanical damage, damage caused by humidity or liquids, by thunder and/or as a result of any similar events) would be prevented.
- 2.4 The Customer shall have to notify Telia as soon as possible but no later than within 7 (seven) calendar days of any of the circumstances specified in clause 2.3 of the Conditions becoming evident.
- 2.5 If during the Period of Use of the Equipment any failure or deficiency impeding the proper use of the Equipment should become evident and that is not caused by the violation of obligation provided in clause 2.3 of the Conditions by the Customer, Telia shall eliminate the failure or deficiency of the Equipment at its own expense and within a reasonable time period. A reasonable time period is deemed to be to eliminate the failure of the Equipment or to offer the Customer the option to have the Equipment replaced within the next business day from the receipt of the Customer's respective request by Telia.
- 2.6 If the Equipment has been destroyed, lost or stolen or any failure or deficiencies have become evident regarding the Equipment that has been caused by any act or omission of the Customer in using the Equipment (including mechanical damage, damage caused by humidity or liquids, by thunder), Telia shall have the right to request that the Customer pay compensation for damages in the amount specified in the Agreement for the breach of the Agreement and for compensation of the damage caused to Telia to the extent that the compensation for damage does not cover.
- 2.7 If the technical solution used for providing the service specified in the Agreement changes during the Period of Use and it is necessary to replace the Equipment as a result, Telia shall replace the Equipment upon a relevant request from the Customer. The Customer shall conclude a new agreement with Telia for the use of the Equipment leased to the Customer as a result of such a replacement, and the period of use of the Equipment shall run from the start. The Customer shall have to return the existing Equipment to Telia pursuant to the requirements specified in the Agreement and in the Conditions.
- 2.8 If the Period of Use of the Equipment has expired and Telia has not cancelled the Agreement on the basis provided in the Conditions in regard of the respective Equipment, the Customer shall have the opportunity to continue the use of the respective Equipment, assuming the liability for any potential future deficiencies or failures becoming evident with the Equipment and for all the associated costs.

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- 2.9 In case of breach of the Agreement, the Customer shall be held liable for the breach of the Agreement even in the case of excused non-performance.
- 2.10 Telia shall submit an invoice to the Customer for the single payment payable by the Customer, for the compensation for premature termination of the Agreement or for compensation for damage and the Customer shall have to pay the invoice by the due date indicated on the invoice.

### **3. Delivery and Receipt of the Possession of the Equipment**

- 3.1 The Equipment shall be deemed to have been received by the Customer and the direct possession transferred from Telia to the Customer depending on the means of delivery of the Equipment, whether on the basis of the Agreement, the instrument of delivery and receipt of the Equipment or any other document verifying the delivery and receipt of the Equipment (e.g. delivery note) or any other act verifying the receipt of the Equipment (e.g. receiving the Equipment through an automated parcel terminal using a personal door code combination). The risk for accidental destruction or deterioration shall be transferred from Telia to the Customer at the moment of receipt of the Equipment.
- 3.2 Upon the receipt of the Equipment, the Customer shall verify the condition and the normal proper functioning of the Equipment as soon as possible but no later than within 7 (seven) calendar days from the date of receipt of the Equipment. The Customer shall notify Telia of any issues relating to the condition or functioning of the Equipment within 7 (seven) calendar days from the receipt of the Equipment.
- 3.3 If the document constituting the basis of the receipt does not contain the serial number of the Equipment, the serial number of the Equipment delivered to the Customer shall be accessible for the Customer when the Customer logs in to the Customer e-service portal on the Homepage [www.telia.ee](http://www.telia.ee).

### **4. Conditions of Return of the Equipment**

- 4.1 Upon the expiry of the Agreement regarding particular Equipment, the Customer shall have to return the respective Equipment to Telia, except in cases where the Agreement regarding this Equipment expired:
  - 4.1.1 on the basis provided in clause 5.2.3 of the Agreement (in connection with the application of the suspension of subscription service) or;
  - 4.1.2 on the basis provided in clause 5.2.5 of the Agreement (in connection with the fact that 1 (one) year has passed from the expiry of the Period of Use of the respective Equipment).
- 4.2 Upon returning, the Equipment shall have to be in the same condition and completeness that the Equipment was received by the Customer, taking into account standard depreciation.
- 4.3 The Customer shall have to return the Equipment to any Telia's store within 30 (thirty) calendar days of the expiry of the Agreement regarding particular Equipment. If the Customer and Telia have agreed that the return of the Equipment shall take place at the location of the Equipment, Telia shall have the right to request compensation from the Customer for incidental costs (e.g. technician's visit, courier fees, etc.).
- 4.4 If the Customer has failed to return the Equipment to be returned within 30 (thirty) calendar days from the expiry of the Agreement, it shall be deemed that due to the delay Telia has lost any interest in the return of the Equipment. In such a case, Telia shall waive the return of the Equipment claim and Telia shall have the right to demand that the Customer pay compensation for damages in the amount specified in the Agreement for the breach of the Agreement and for compensation of the damage caused to Telia to the extent that the compensation for damage does not cover by the return of the Equipment.
- 4.5 The Parties have agreed that Telia shall have the right to verify the condition of the Equipment within 30 (thirty) calendar days from the returning of the Equipment to Telia by the Customer. If it becomes evident that the Equipment delivered by the Customer has been damaged or deteriorated (e.g. the Equipment has deficiencies caused by thunder or water damages), Telia shall have the right to demand that the Customer pay compensation for damages in the

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amount specified in the Agreement for the breach of the Agreement and for compensation of the damage caused to Telia to the extent that the compensation for damage does not cover.

### **5. The Term and Cancellation Conditions of the Agreement**

- 5.1 The Agreement regarding particular Equipment shall enter into force at the date of conclusion of the Agreement and shall remain valid until the automatic expiry of the Agreement or until the cancellation of the Agreement as a whole or regarding the particular Equipment.
- 5.2 The Agreement shall automatically expire in relation to particular Equipment, if:
  - 5.2.1 The Customer has submitted an application to Telia for the termination of use of or replacement with another Product or service of a service or a combination of services specified in connection with particular Equipment in the Agreement;
  - 5.2.2 The Customer has submitted an application to Telia for the change of the location of the use of the Product, yet due to technical reasons the use of the Product is not possible at the location requested by the Customer, or;
  - 5.2.3 The Customer has submitted a request for the application of the suspension of subscription service in regard to a service or a combination of services specified in connection with particular Equipment in the Agreement;
  - 5.2.4 Telia has cancelled the contractual relationship constituting the basis for the use of the Product or service(s) specified in the Agreement (including, but not limited to, the Customer having incurred arrears in payments to Telia) or;
  - 5.2.5 1 (one) year has passed from the expiry of the Period of Use of the respective Equipment.
- 5.3 In the event of automatic expiry of the Agreement, the Agreement shall be deemed to have expired in relation to particular Equipment together with the related consequences provided in the Conditions as of the moment of the event specified in clause 5.2 of the Conditions taking place without any additional notifications.
- 5.4 Telia shall have the right to unilateral cancellation of the Agreement as a whole or in the part related to particular Equipment by notifying the Customer thereof at least 5 (five) calendar days in advance, if:
  - 5.4.1 The Customer violates the obligations under the Agreement (including the Customer having incurred arrears in payments to Telia) or;
  - 5.4.2 It has become evident (including after the conclusion of the Agreement constituting the basis for the use of the Product) that Telia shall be unable to provide the Product to the Customer due to technical reasons, or;
  - 5.4.3 On the basis of the Agreement, the Customer no longer has any Equipment in their use.
- 5.5 The Customer shall have the right to cancel the Agreement regarding particular Equipment at any time by notifying the other Party thereof at least 5 (five) calendar days in advance. If the Customer shall cancel the Agreement unilaterally prior to the expiry of the Period of Use of the Equipment specified in the Agreement, the Customer shall have to pay compensation for premature termination of the Agreement in the amount specified in the Agreement and to return the Equipment to Telia.
- 5.6 Telia shall have the right to demand that the Customer pay compensation for premature termination of the Agreement in the amount specified in the Agreement when the Agreement regarding particular Equipment expires automatically or is cancelled prior to the expiry of the Period of Use, whether on the basis provided in clauses 5.2.1-5.2.4, 5.4.1 or clause 5.5 of the Conditions.
  - 5.6.1 As an exemption, Telia shall not demand that the Customer pay compensation for premature termination of the Agreement when the Customer is using the service during the trial period under the conditions specified by Telia and the Customer shall return the Equipment to Telia during the trial period of the Equipment.
- 5.7 In case of the expiry of the Agreement on the basis provided in clause 5.2.5, the right of ownership in regard to the respective Equipment shall be transferred from Telia to the Customer simultaneously with the expiry of the Agreement.