

CONDITIONS OF USE OF THE EQUIPMENT

Lease for a private customer (ET.05.SE.03.E)

Valid from 20 January 2016

1. General Provisions

- 1.1 These Conditions of Use of the Equipment (hereinafter referred to as the Conditions) 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 lease of the 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 the 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 hand over the Equipment to the Customer on lease for a monthly fee (rent), as specified in the Price List for the purposes of using the product or service stated in the Agreement and for the term specified in the Agreement (hereinafter referred to as the Period of Use).
- 2.2 The Customer shall have to:
 - 2.2.1 Pay a monthly rent for the use of the Equipment in the amount specified in the Price List, in accordance with the Telia invoice submitted to the Customer. The Customer shall commence the rental payments from the date Telia has transferred the Equipment to the Customer and the service that the Customer has leased the Equipment for has been activated by Telia;
 - 2.2.2 Pay the rent for the Equipment even if the Customer lacks the opportunity to use Telia services (including due to application of the suspension of subscription service, service limitation by Telia for arrears or Telia service failure);
 - 2.2.3 Use the Equipment prudently and for the designated purpose of the Equipment, additionally adhering to the requirements prescribed in the technical documentation and/or user manual of the Equipment in using the Equipment;
 - 2.2.4 Not give the Equipment for use to any third persons, including subleasing and/or safekeeping without the prior written consent from Telia;
 - 2.2.5 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;
 - 2.2.6 Notify Telia as soon as possible but no later than within 7 (seven) calendar days of any of the circumstances specified in clause 2.2.5 of the Conditions becoming evident;
 - 2.2.7 Return the Equipment to Telia pursuant to the provisions of the Agreement and the Conditions.
- 2.3 If during the Period of Use of the Equipment any failure or deficiency impeding the proper use of the Equipment should become evident that is not caused by the violation of the obligation provided in clause 2.2.5 of the Conditions, 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.
- 2.4 If the technical solution based on which Telia is providing the service to the Customer and for the use of which the Customer has leased the Equipment 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 and shall conclude a new agreement with the Customer. The Period of Use of the Equipment leased to the Customer as a result of such replacement shall run from the start.

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- 2.5 If the Equipment has been destroyed, lost or stolen or any failures 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.
- 2.6 In the event of breach of the Agreement, the Customer shall be held liable by Telia for the breach of the Agreement even in the event of excused non-performance of the Agreement.

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.

4. Conditions of Return of the Equipment

- 4.1 Upon the expiry of the Agreement, the Customer shall have to return the Equipment to Telia, except in cases where the Period of Use has expired and Telia has notified the Customer that the Customer has no obligation to return the Equipment. The Customer shall have to return the Equipment to Telia in the same condition and completeness that the Equipment was received, taking into account standard depreciation.
- 4.2 The Customer shall have to return the Equipment to any Telia's store within 30 (thirty) calendar days the latest from the expiry of the Agreement regarding particular Equipment. If the Customer and Telia have agreed as an exemption to the aforementioned 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.).
- 4.3 If the Customer has failed to return the Equipment 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 damage 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 the compensation for damage does not cover instead of the return of the Equipment.
- 4.4 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 (including e.g. damage caused by thunder or water), Telia shall have the right to demand that the Customer pay compensation for damages in the amount specified in the

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

- 4.5 Telia shall submit an invoice to the Customer for the rent, compensation for damages or any other amounts by the Customer and the Customer shall have to pay the invoice by the due date indicated in the invoice.

5. The Term and Cancellation of the Agreement

- 5.1 The Agreement regarding particular Equipment shall enter into force at the date of the conclusion of the Agreement and shall remain valid until the cancellation of the Agreement or until the expiry of the Period of Use of the Equipment.
- 5.2 Telia shall have the right of unilateral and extraordinary cancellation of the Agreement as a whole or in the part related to particular Equipment, depending on the circumstances, by notifying the Customer thereof at least 5 (five) calendar days in advance in writing or in a format which can be reproduced in writing, if:
- 5.2.1 The Customer violates the conditions of the Agreement (including the failure to pay the rent for three consecutive due dates) or;
- 5.2.2 The Customer is in arrears for the payment for services provided to them by Telia;
- 5.2.3 The contractual relationship between Telia and the Customer for the use of the Product or services specified in the Agreement has expired;
- 5.2.4 The Customer has submitted a request for the application of the suspension of subscription service in regard to the Product or services specified in the Agreement;
- 5.2.5 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;
- 5.2.6 It has become evident (including after the conclusion of the Agreement constituting the basis for the use of the Product) that due to technical reasons Telia shall be unable to provide the Product to the Customer;
- 5.2.7 The bankruptcy proceedings have been commenced with respect to the Customer.
- 5.3 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 in writing or in a format that can be reproduced in writing and returning the Equipment to Telia.