

Terms and Conditions of Renting (Residential Customers) No. ET.05.SE.08.A

General information



- Terms and conditions of renting apply to clients who have entered into a rental contract (hereinafter the "Contract") for renting a device belonging to Telia (hereinafter the "Device").
- In the event of matters that have not been set out in the terms and conditions of renting, the Client and Telia shall rely on the customer contract, general terms and conditions, price list, the Contract and other standard terms referred to by Telia (e.g. campaign terms, etc.).

Delivery of the Device



- Telia shall deliver the Device to the Client either on the basis of the Contract, a deed, delivery note, or other document that verifies the delivery of the Device or an act that confirms the receipt of the Device (e.g. pick-up from parcel machine).
- The risk of accidental destruction of the device or damage to the device shall transfer from Telia to the Client at the moment of receipt of the Device by the Client.
- Upon receipt of the Device, the Client shall ensure the functionality of the Device and notify Telia of any deficiencies discovered within seven (7) days of receiving the Device.

Conditions for the use of the Device



- Telia shall rent the Device to the Client for use of the service set out in the Contract (hereinafter the "Service") on the basis of the monthly fee set out in the price list (hereinafter the "Rental Fee").
- The Client shall pay the Rental Fee for use of the Device on the basis of the invoice issued by Telia, starting from the day of receipt of the Device. The Rental Fee shall be subject to payment even in the case that the Client is unable to use the Service for reasons for which he/she is responsible (e.g. temporary termination of the contract, restriction of Service due to debt, fault, etc.).
- The Client shall use the Device prudently and in accordance with the purpose and instructions for use of the Device. The Client shall take measures at his/her own cost to avoid the theft, loss, destruction of the Device or damage to the Device (incl. mechanical damage, damage due to humidity or liquid, damage due to lightning, etc.).
- Telia shall eliminate at its own cost the faults of the Device that have not been caused by the Client's failure to fulfil the obligations set out in the previous point. In this case, Telia shall repair the Device or offer to replace the Device within the next working day after receipt of the notice from the Client.
- The Client shall notify Telia of a fault with the Device within seven (7) days of discovery of the fault.
- In the event that the Device has been destroyed, lost, stolen, or the Device is not working due to reasons for which the Client is deemed responsible, the Client shall pay damages for violation of the Contract to the extent set out therein. Upon violation of Contract, the Client shall be responsible before Telia even in the case that the violation was excusable.
- The Client shall not grant use of the Device to other persons, incl. sub-rent and/or storage, without the prior written consent of Telia.

Return of the Device



- Upon expiry of the Contract, the Client shall return the functional Device to Telia along with accompanying components (e.g. cable, remote control, etc.).
- If a Telia shop is established as the point of return of the Device in the Contract, the Client shall return the Device to the shop within thirty (30) days of the expiry of the Contract.
- If the location of the Device is established as the point of return of the Device in the Contract, the Client shall notify Telia of the working day and time, at which Telia can retrieve the Device from the Client, within seven (7) days of the expiry of the Contract. If the





Client does not do this, Telia shall notify the Client of the time of retrieval of the Device itself and the Client shall enable Telia access to the Device at the established time.

- Telia may require the Client to pay additional expenses (e.g. visit fee of a technician, courier fee, etc.) in regard to the return of the Device.
- If the Client does not return the Device to Telia or does not enable Telia to retrieve the
 Device within thirty (30) days of the expiry of the Contract, Telia is deemed to have lost
 interest in retrieving the Device due to the delay. In this case, Telia may require and the
 Client shall pay damages for violating the Contract to the extent set out therein instead of
 returning the Device. In addition, Telia may require the Client to compensate for additional
 damages caused to Telia.
- If the returned Device is not functional due to reasons for which the Client is responsible, Telia has the right to require damages from the Client for violation of the Contract to the extent set out therein and payment of additional damages for the part not covered by the initial payment of damages within thirty (30) days of the discovery of the condition of the Device.
- Telia shall issue an invoice to the Client for payment of damages and other fees arising from the Contract, which the Client shall pay by the date set out therein.

Term and termination of the Contract



- The Contract enters into force at the date of signature and without a term.
- Telia may unilaterally and exceptionally terminate the contract either in full or in regard to a specific Device by notifying the Client thereof at least five (5) days in advance, in the case that:
 - the Client has violated the terms and conditions of the Contract (incl. has failed to pay
 the Rental Fee on three consecutive payment dates);
 - the Client has incurred a debt to Telia arising from other contracts;
 - the service contract, which forms the basis for the use of the Service as set out in the Contract, expires;
 - the Client orders temporary termination of the contract for the Service set out therein;
 - the Client wishes to change the location of use of the Service, however, the use of the Service is not possible at the desired location due to technical reasons or a different device is required in order to use the Service at the new location;
 - the Client submits an application to Telia for replacing the Service with another service and the relevant device cannot be used for providing the new service;
 - it is revealed (incl. following the conclusion of the service contract) that Telia is unable to provide the Service to the Client due to technical reasons;
 - bankruptcy proceedings are commenced in regard to the Client.
- The Client has the right to terminate the Contract in regard to a specific Device at any time by notifying Telia of this at least five (5) days in advance and by returning the device to Telia.

