

# DEVICE LEASE

## 1. General information



1.1. Telia's private and business customers (hereinafter the 'Customer') may choose the necessary Devices (hereinafter the 'Device') for fixed-term leasing from the assortment of Devices designated by Telia.

1.2. The Device Lease conditions (hereinafter the 'Leasing Terms and Conditions') apply to Customers who have entered into a Lease Contract (hereinafter the 'Contract') with Telia for the use of a Device during the term specified in the Contract.

1.3. Telia has the right to refuse to conclude the Lease Contract if, as a result of a creditworthiness check carried out by Telia, there is a justified doubt concerning the Customer's ability to fulfil the obligations arising from the Contract.

1.4. Telia has the right to limit the number of Devices leased to the Customer.

1.5. In matters not regulated in the Leasing Terms and Conditions and the Contract, the Customer and Telia will be guided by the Customer Contract, General Terms and Conditions of Telia AS, the Telia Price List, and any other applicable standard conditions referred to by Telia (e.g. campaign conditions), as well as the laws of the Republic of Estonia.

## 2. Handover of the Device



2.1. Telia hands over the Device to the Customer on the basis of the Contract, a document, a delivery note or another document confirming the handover of the Device or based on an action confirming receipt of the Device (e.g. retrieving it from a parcel machine).

2.2. If the Customer does not accept the Device (including failure to collect the Device from a parcel locker), the Contract shall be deemed terminated with respect to the respective Device.

2.3. The risk of accidental destruction or damage to the Device transfers from Telia to the Customer at the moment the Customer receives the Device.

2.4. Upon receipt of the Device, the Customer must inspect it and check its operability. Upon discovering a defect, the Customer must notify Telia within 7 days from receipt of the Device. If the Device has defects that prevent or significantly limit its intended use, the Customer has the right to withdraw from the Contract. By mutual agreement, Telia may replace the Device with an equivalent Device. If the Customer does not notify Telia of the defect within the aforementioned term, the Device is considered suitable for contractual use.

## 3. Conditions for use of the Device



3.1. Telia leases the Device to the Customer for the monthly fee (hereinafter the 'Lease Fee') specified in the Contract.

3.2. The Customer is obliged to pay the Lease Fee for the Device for each Device used under the Contract starting from the day following receipt of the Device. The Lease Fee shall be paid on the basis of an invoice issued by Telia by the due date indicated on the invoice.

3.3. The Customer is obliged to:

3.3.1. keep the Device in good condition, use it with due care and in accordance with its intended purpose, following all requirements provided in the technical documentation and/or user manual;

3.3.2. take measures at their own expense to prevent the theft, loss, destruction or damage of the Device (including mechanical damage, moisture/liquid damage, lightning damage, etc.).

3.4. The customer is liable for any damage to the device resulting from theft, loss or destruction. The Customer is not liable for normal wear and tear or deterioration that occurs during contractual

use.

3.5. If the Customer breaches the obligations set out in Clause 3.3 or if other reasons arising from the Customer's actions or omissions cause the Device to be stolen, lost, destroyed or damaged, Telia has the right to demand compensation for damages, including the value of the Device, in the amount specified in the Contract.

3.6. Telia will remedy any defects or failures of the Device during the lease period (including manufacturer defects). Telia will repair the Device within a reasonable time, but no later than 14 days from the Customer's notification of the defect or offer the Customer the option to replace the Device with an equivalent one. The Customer must notify Telia of a defect or malfunction within 7 days of its occurrence via the web form available on Telia's website at <https://www.telia.ee/era/e-pood/remont-ja-garantii>. Software downloaded by the Customer or malfunctioning services of third parties used on the Device are not considered defects.

3.7. The Customer is not permitted to sublease the Device without Telia's prior written consent.

## 4. Return of the Device



4.1. Upon the termination of the Contract, the Device must be returned no later than within 7 days from the date of termination of the Contract with respect to the respective Device.

4.2. The Device must be returned in the same condition and completeness as when the Customer received it, taking into account normal wear and tear.

4.3. If the Customer has not returned the Device by the term or within an additional period granted by Telia, it is considered that Telia has lost interest in the return of the Device, and Telia has the right to demand compensation from the Customer for damage, including the value of the Device in the amount specified in the Contract.

4.4. The Device may be returned to a parcel machine using a code provided by Telia or in another manner agreed in the Contract. The Device is considered handed over to Telia once it is sent via the parcel machine or upon the issuance of a document (e.g. act or delivery note) confirming receipt by Telia.

4.5. If the Parties have agreed that the Device will be picked up from its location, they must agree on a working day and time when Telia may collect the Device from the Customer. The Customer must provide Telia access to the Device at the agreed time. If the Customer fails to provide access on 2 consecutive agreed times, Telia has the right to demand compensation for damages, including the Device's value in the amount stated in the Contract. Telia may also require the Customer to pay additional costs associated with returning the Device from its location (e.g. technician visit fee, courier fee).

4.6. Upon returning the Device, the Customer must delete all important data from the Device, including removal of any manufacturer cloud locks and SIM cards (if installed), as well as all personal data such as contacts, messages, photos, videos, etc. Telia does not guarantee the preservation of any Customer data remaining on the returned Device but treats such data as confidential and takes necessary measures to prevent unauthorised access. Telia will delete all data that the Customer has not removed.

4.7. If the Customer fails to remove the manufacturer cloud lock upon returning the Device, this is considered a breach of the Contract, as the Device becomes unusable. In this case, Telia has the right to demand compensation for damages, including the value of the Device in the amount specified in the Contract.

4.8. Telia will inspect the condition of the Device after it is returned. If the inspection reveals damage caused by the Customer and the defects did not result from normal use, the Customer must compensate Telia for the costs of assessing the condition, restoring operability, resetting configurations, etc. If the Device is unusable and cannot be repaired, Telia has the right to demand compensation for damages, including the Device's value in the amount stated in the Contract. Telia will submit such claims within 30 calendar days from identifying the condition of the Device.

4.9. Telia will issue an invoice for compensation or other payments due under the Contract, which the Customer must pay by the term indicated. If the invoice is not paid on time, Telia may charge late interest on the overdue amount at the rate specified in the General Terms and Conditions of

Telia AS.

## 5. Term and cancellation of the Contract



5.1. The Contract for a specific Device enters into force on the date it is concluded and remains valid until the term stated in the Contract. Upon expiry of the Contract, the Device must be returned within the term provided in Clause 4.1. If, after the expiry of the Contract, the Customer ignores the obligation to return the Device and continues to use it, the Contract does not automatically become indefinite.

5.2. Either Party may cancel the Contract extraordinarily for good reason by notifying the other Party in advance. The cancellation notice must be submitted in a form that can be reproduced in writing. Circumstances may be considered extraordinary when, taking into account all relevant facts and the interests of both Parties, the cancelling Party cannot reasonably be expected to continue the Contract until the agreed term.

5.3. Telia has the right to cancel the Contract extraordinarily in the following cases:

5.3.1. in case of breach of the Contract;

5.3.2. the Customer is in arrears with payment, including being late with 2 consecutive lease payments, and Telia has granted a 14-day additional term with a warning that failure to pay will result in cancellation;

5.3.3. insolvency or bankruptcy proceedings are initiated against the Customer;

5.3.4. other extraordinary circumstances occur.

5.4. The Customer has the right to cancel the Contract extraordinarily in the following cases:

5.4.1. the Customer is unable to use the leased Device due to reasons attributable to Telia and Telia has not enabled its use within a reasonable additional period granted by the Customer;

5.4.2. other extraordinary circumstances occur.

5.5. In case of a breach of the Contract, Telia may allow the Customer an additional period to remedy the breach if the Customer wishes to continue the Contract and it is possible to remedy the breach within that period.

5.6. The Customer has the right to ordinarily terminate a fixed-term Contract at any time, in whole or in part (e.g., with respect to a Device used under the Contract), by notifying Telia at least 60 days in advance by submitting a notice in a format that can be reproduced in writing or by performing the respective action in the e-Environment. The Device in respect of which the Contract has been terminated must be returned to Telia within the term specified in clause 4.1. In the case of partial termination, the Contract shall remain in force with respect to the other Devices under the existing terms, and the Customer shall continue to be obliged to pay the Lease Fee for the Devices in use in accordance with the Contract.

## 6. Contact details of the Service provider

**Telia Eesti AS**, registry code 10234957, Mustamäe tee 3, Tallinn, info@telia.ee, customer information phone: 123 (private customers), 1551 (business customers).

Notification of a Device defect or malfunction must be submitted via the web form available on Telia's website: <https://www.telia.ee/era/e-pood/remont-ja-garantii>.