

## **TERMS OF USE OF EQUIPMENT**

### **Rent (Residential and Business Customers (ET.05.SE.06.A))**

*Valid from 2016/04/25*

#### **1. General Provisions**

- 1.1 These present Conditions of Use of the Equipment (hereinafter referred to as the Conditions) are applicable to 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 Parties will take the Agreement, Terms, Customer Contract, General Terms and Conditions, Price List, and relevant campaign conditions as the basis for their relationship. In issues not regulated by the Conditions, the Parties will take the General Terms and Conditions (henceforth General Terms) as the basis.

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

- 2.1 Telia will rent the Equipment to the Customer for a monthly fee (Rent) as specified in the Price List, for the purpose of using the service or service plans (Service) specified in the Agreement.
- 2.2 The Customer shall have to:
  - 2.2.1 Pay the 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 has been activated by Telia;
  - 2.2.2 Pay the Rent 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 user manual of 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 Terms.
- 2.3 If 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 Terms, Telia shall eliminate the malfunction or deficiency of the Equipment at its own expense. Telia shall eliminate the malfunction or 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 Agreement validity period and it is necessary to replace the Equipment as a result, Telia shall replace the Equipment conclude a new contract with the Customer.
- 2.5 If the Equipment has been destroyed, lost, stolen, or any malfunctions or deficiencies have become evident regarding the Equipment that has been caused by any act or omission of the Customer in using the Equipment (due to violation of clause 2.2.5 of the Terms), 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

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- the Equipment, 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. 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 The serial number of the Equipment delivered to the Customer shall be accessible for the Customer on the document listed in clause 3.1 of Terms, or through the Telia self-service portal.

#### **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. 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 If the Agreement sets forth that Equipment shall be returned to a Telia store, the Customer shall have to return the Equipment to any Telia's store within 30 (thirty) calendar days from 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.).
- 4.3 If the Agreement sets forth that Equipment shall be returned at the location of the Equipment, the Customer shall have to inform Telia within seven (7) calendar days from the expiry of the Agreement regarding particular Equipment about the Working day and time when the Customer enables Telia to fetch the device. If the Customer fails to do that, Telia will inform the Customer about the time the Equipment will be fetched, and the Customer must enable access to the Equipment at this time.
- 4.4 If the Customer has failed to return the Equipment or has not enabled Telia to fetch 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 pays compensation for damage for the breach of the Agreement in the amount specified in the Agreement, and for compensation for damage caused to Telia to the extent which is not covered the by the compensation for the breach of the Agreement.
- 4.5 If the returned Equipment is damaged by any act of the Customer (due to violation of clause 2.2.5 of the Terms), Telia shall have the right to demand that the Customer pays compensation for damage for the breach of the Agreement in the amount specified in the Agreement, and for compensation for damage caused to Telia to the extent which is not covered the by the compensation for the breach of the Agreement within thirty (30) days from the condition of the Equipment is identified.
- 4.6 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 on 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 set forth in the Agreement.
- 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, by notifying the Customer thereof at least five (5) calendar, if:

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- 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 under other contracts, or;
- 5.2.3 The contractual relationship between Telia and the Customer for the use of the Service specified in the Agreement has expired, or;
- 5.2.4 The Customer has submitted a request for the suspension of subscription service in regard to the Service 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 Service, yet due to technical reasons the use of the Service is not possible at the location requested by the Customer, or the Service requires a different equipment at the new location;
- 5.2.6 The Customer submits a request to Telia for the change of the Service to another service, and the particular Equipment cannot be used for using the new service;
- 5.2.7 It has become evident (including after the conclusion of the Agreement) that due to technical reasons Telia shall be unable to provide the Service to the Customer;
- 5.2.8 The bankruptcy proceedings have been commenced with respect to the Customer.
- 5.3 The Customer shall have the right to cancel the Agreement regarding the particular Equipment at any time by notifying the other Party thereof at least five (5) calendar days in advance and returning the Equipment to Telia.