

Special terms and conditions of the DNA TV application

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1. General

The DNA TV application is a TV service that operates in the information network and is available for consumer customers permanently residing in Finland (hereafter referred to as “user” or “customer”), and to which a recording service for TV programmes can be connected. DNA TV enables the streaming of TV channels and the ordering and use of additional services subject to a fee, including streaming of pay TV channels, programme libraries and rental films. DNA TV also provides a TV card for the viewing of pay TV channels in the terrestrial and cable networks. The TV programme recording service enables the recording and viewing of free-to-air TV channels included in the service at any given time and the programmes broadcast on them in Finland, and temporary recording and viewing within the entire EU area. Since the DNA TV application is intended solely for permanent residents in Finland, DNA has the right, if necessary, to check the customer’s resident Member State if it has a legitimate suspicion that it has changed.

By using the DNA TV application (hereinafter also referred to as “service”), the user agrees to use the service according to these special terms and conditions. If the user does not agree to commit to these terms and conditions, the user must stop the deployment or use of the service immediately.

2. DNA TV application service description

The DNA TV application can be purchased as part of DNA’s product package, such as the DNA TV subscription, or with a device or as a separate service, in which case the user can start to use only the service by purchasing the software related to the service for

a terminal device (such as a smart phone or a tablet device). The service contains a virtual communication and recording device. The service receives the original TV signal. In addition, the service may include a recording service or another function for viewing TV programmes after their broadcast time (‘catch-up’) as part of the service or as an additional service subject to a fee. The recording service refers to a service by means of which the user can record programmes that he or she has prepared on a virtual recording device and watch the recordings at a time of his or her choosing. The recordings are available for viewing for a maximum of two years from the time of recording; programmes recorded before 1 July 2015 will be deleted automatically from the memory on 30 June 2017.

During the contract period, changes may be made to the features and restrictions concerning recording, the retention period of recordings, programmes, channels or devices used. Recording of TV programmes may be prevented due to copyright reasons on certain channels available through the service. Recorded programmes may include commercials that may have changed from the ones included at the time of broadcasting. In addition, skipping of commercials may be prevented or restricted.

The DNA TV application is operated through a wireless local area network (WLAN) and a mobile broadband connection. The service transmits significant data volumes, and DNA recommends that the user have a fixed-price data transfer service especially when using the service outside Finland. As regards elements not included in the service (such as data transfer service/broadband subscription and/or terminal device), the user is responsible for their purchase

and related charges if the service has not been purchased as part of DNA broadband, mobile broadband or another fixed-price data transfer service.

Maintenance service refers to the recording space related to providing the service and related data network services. Software refers to computer and mobile phone applications that are used in connection with the service. A programme refers to programmes in both source code and machine code format.

The DNA TV application is delivered “as is” and may only be used for non-commercial private use. Unless otherwise required by law, DNA will not guarantee that the service and/or software is free of faults, is completely reliable, nor does DNA guarantee the content in any way. DNA is not responsible for the preservation or loss of content recorded by the user on a terminal device or failures in recording.

The service is continuously developed and DNA shall have the right to produce the service in the way it sees fit and alter service features (including the amount of storage space, the channels that can be recorded, the retention periods of recordings) or content or render parts of them unavailable. DNA will attempt to make the DNA TV application as fault-tolerant as possible, but due to problems related to terminal devices, mobile communication network and the Internet, television signals and recording audio and text files, or any other disturbances related to the above-mentioned factors or any other parts of the service, DNA cannot guarantee a completely uninterrupted operation of the service. Generally speaking, the quality level of the DNA TV application may vary, and DNA is not responsible for the quality of the service outside Finland. The quality of the service outside Finland is impacted, for example, by the speed and quality of the data transfer connection available abroad. In addition to short-term, temporary interruptions, disruptions or network congestion, the service may also experience longer interruptions and disruptions. For example, broadcasting interruptions may occur due to reasons caused by third parties such as restrictions applying to the broadcasting of content. DNA is not responsible for the content or programme information of television programmes or channels or other services. DNA is not liable for the functionality of such services provided by third parties that are available via the service.

The DNA TV subscription or channel packages or other third party content services may have available content with an age limit, or the material may contain audiovisual programmes that are harmful to a child’s development or content that can be interpreted as

obscene or offensive. All programmes offered in the services have not been classified and labelled pursuant to the Finnish Act on Audiovisual Programmes (17 June 2011 / 710).

3. Using the DNA TV application

The user must be legally competent, or he or she must have an approval from a guardian for using the service. The user agrees to use the service privately, and he or she must have an appropriate terminal device and a subscription from a Finnish mobile communications operator in order to use the service.

The username, password and PIN code required for using the service are personal. The user is responsible for the appropriate use of the username, password and PIN code. The user uses the service at his or her own responsibility and expense. The user’s responsibility also covers the cost of devices and data transfer required for the use, such as the data transfer fees charged by the mobile communications operator. Disclosing the username, password, or PIN code to a third party is forbidden. The user must notify DNA immediately if a third party has gained knowledge of the username or password related to the service.

The copyrights, other intellectual property rights, and additional protected rights to the service material are owned by DNA or a third party. The user is entitled to produce pieces of the programme content for private use only. The user does not have the right to show the content of the service in public or transmit it to third parties. DNA is not responsible for the content of television programme packages or channels or third parties or their related programme information.

The user shall pay the service fees agreed or the fees applicable to the service under the price list in effect at any given time. The user shall be liable for the fees, irrespective of whether the Customer uses the subscriber connection or authorises a third party to use the subscriber connection.

If the user fails to pay an invoice, or pays only a part of it, DNA shall have the right to close the service according to the general terms and conditions. The user does not have a right to cancel additional services subject to a fee (e.g. rental movies) that have been ordered in connection with the service after the execution of the additional service subject to a fee has begun as a result of the order placed by the user. DNA is not liable for content services or applications provided by third parties or their content or classification in accordance with the Finnish Act on Audiovisual Pro-

grammes, nor does DNA have any control over or necessarily any knowledge of the services, orders or fees related to the applications used by the customer.

When the services are used, information on the user is transmitted to DNA as described in the data protection policy.

4. Data security

In addition to the service, the user may order services subject to an additional fee. The user is personally responsible for the data security and operation of the devices, systems and telecommunications he or she uses.

DNA shall have the right to suspend the service due to data security reasons or in order to prevent an overload in the network or server environment, or to protect itself from any similar serious threat. DNA reserves the right to restrict the operation of the service, if it is necessary for the same reason, or due to antivirus protection, for example, or a similar reason. DNA is not liable for any damage caused either directly or indirectly by any of the procedures stated in this section. DNA will provide information on procedures related to the data security of the service and other factors related to data security in an appropriate manner and whenever possible on its website or by customer bulletins, for example.

5. Marketing and customer communication

Granting marketing permission for electronic direct marketing is a prerequisite for purchasing the DNA TV subscription. The marketing permission shall be noti-

fied in connection with the purchase and on the contract form. Customers who have granted the marketing permission will receive regular up-to-date information on the products, customer benefits and offers of DNA and its partners for instance by text message, multimedia message and/or e-mail. Mobile phone network location data and terminal device data can be used in marketing, along with other identification data relating to communication and service use, such as subscriber numbers and times and durations of the connection established. Identification and location data shall be processed only for the duration of the operations required for the purposes listed above. The customer signing this contract is responsible for ensuring that the person whom he or she has allowed to use the DNA TV subscription or application agrees to receive marketing messages in compliance with this contract. The customer is entitled to cancel the direct marketing permission granted by notifying DNA customer service to this end.

6. Validity and other terms and conditions

These special terms and conditions will come into effect on 1 April 2018. These terms and conditions supersede the special terms and conditions of the DNA TV application which came into effect on 28 August 2017. In addition to these special terms and conditions, the service is subject to DNA's valid general terms and conditions for consumer customers.

Please also read the data protection statement of the DNA TV service.

DNA TV application data protection statement

General

This document explains the principles and practices that apply to the DNA TV application and that DNA will follow in order to ensure the protection of customers' privacy, the confidentiality of communication, and legal protection. DNA will automatically collect and process information related to the order and use of the service according to this data protection practice when the customer orders the DNA TV subscription or the DNA TV application, or when the customer installs the software related to DNA TV application on his or her terminal device. The processing of personal data is based on a pertinent relation, i.e. a contract between the customer and DNA, information received in connection with using the service or registration,

or a consent from the customer. DNA will update this data protection practice in the course of its operation and the development of the DNA TV application, and DNA encourages customers to check the latest data protection practice regularly.

Collecting and using information

DNA will process information related to the customer and service. This information will be collected by different methods. For example, when the customer enters information on DNA's website and uses the service, DNA collects the following information: name, address, telephone number, email address, direct marketing prohibition or consent, information related to the order, delivery, contract and invoicing, age, date

of birth, place of residence, and other information that can be saved and linked to the customer. DNA will use this personal information in, for example, the of handling registrations, orders and payments and in customer contacts. Personal data may be collected and updated also from information received from other sources, such as third parties' services available through the service, the Finnish Population Information System, Itella Corporation's register, the prohibition registry maintained by the Finnish Direct Marketing Association and other similar public registers.

When the customer uses the DNA TV application, DNA will monitor and collect information on the use of the service. This information includes, for example, the date, time and IP address of the service use, payment history data, what content is watched via the service, information on the performance of the network and the terminal device, identifying device information (such as a device code), operating system, selected language, and the version of the DNA TV application used.

DNA uses this information, for example, for the following purposes: (a) to ensure the operation and maintenance of the DNA TV application and to provide the customer with the products and services he or she has ordered in relation to the DNA TV subscription or application, and (b) to develop new products, services and service offering for customers. The information will also be used for invoicing, monitoring and collecting receivables, and for preventing and investigating any misuse (c) to manage the customer relationship, to develop the DNA TV subscription or application to meet the customer's interests and to be able to offer the customer general or customised offers related to the DNA TV subscription or application, (d) to answer questions and wishes received by the customer service quickly and efficiently, (e) to analyse and compile statistics on the use of the service, and (f) to protect such content in the DNA TV subscription or application that is subject to copyrights.

Disclosing personal information

DNA may disclose information to third parties within the scope of the relevant legislation. A part of the service may include the right to view content via the Internet. In such cases and to the extent necessary for providing the service, DNA may disclose the customer's identification data needed to verify the right to view the programme content to the third party providing the content or a part of it. This information may be e.g. e-mail address and/or postal code.

DNA may use subcontractors in data processing, and due to the technical arrangements required for data processing, DNA's subcontractors may hold part of the data, or data may be processed otherwise via a technical connection. If DNA processes data outside the EU and the EEA, DNA will continue to maintain the appropriate level of data protection in accordance with the applicable Finnish legislation. Information may be used for marketing by DNA and companies belonging to the same Group and DNA's partners and subcontractors, such as electronic marketing or direct marketing, and for targeting marketing, such as electronic direct marketing and other direct marketing, market research and marketing competitions.

Security

DNA will ensure the information security of the DNA TV application by applying various procedures in appropriate relation to the severity of the threats, the technical development level and costs. Administration connections to servers and purchase events and the transfer of customer information in connection with invoicing material are implemented using secure connections. Unfortunately, it is not possible to guarantee that any information security system is completely secure or flawless. The customer must personally ensure his or her information security in an appropriate manner, such as by using the terminal devices in a careful manner and monitoring their use, and ensuring that up-to-date antivirus and firewall services and operating systems are used.

If the customer uses passwords, personal ID or other special identifiers in the DNA TV application, the customer is responsible for the protection of such information. DNA will provide information on procedures related to the data security of the service and other factors related to data security in an appropriate manner and whenever possible on its website or by customer bulletins, for example. The data is saved in databases that are protected by firewalls and other technical means. Databases are located in locked and guarded premises, and information can only be accessed by predefined named persons. All DNA staff and persons representing DNA are required to maintain confidentiality regarding all customer data.

The use of the register is protected by user-specific usernames, passwords and access rights. Upon the termination of the customer relationship, data will be deleted from the register as soon as it is no longer required for processing, but no later than by the final date prescribed under the legislation.

Inspection and access rights

The customer has the right to request that any incorrect information is rectified. Information will be rectified according to a registered notification without delay. Under Section 26 of the Finnish Personal Data Act, the customer has the right to access any personal data on him or her that has been saved in the registry. A signed request for an inspection must be sent in writing to the person who handles register-related issues at the address given under "Data Controller".

Data Controller

DNA Plc, P.O. Box 10, FI-01044 DNA.
Street address Lökkisepäntie 21, FI-00620 Helsinki.

Business ID 0592509-6. Phone: switchboard
+358 (0)44 0440, customer service +358 (0)44 144 044.

Contact person in matters related to the register:
Jyrki Kinnunen, jyrki.kinnunen@dna.fi

VAT number: FI05925096

