

Special terms and conditions of DNA TV services

The Finnish version is the official version. If there are inconsistencies between the Finnish and the English versions, the Finnish version shall be complied with.

1. General

These terms and conditions shall be applied to the DNA TV services offered by DNA Plc and its Group companies (hereafter referred to as “DNA”), also including channel packages and other TV content service as well as devices and applications, through which the DNA TV services can be used in Finland and in the EU. The DNA TV services are offered only for consumer customers permanently residing in Finland (hereafter referred to as “user” or “customer”) for non-commercial private use.

The user commits to using the DNA TV services in accordance with these special terms and conditions as well as DNA’s general terms and conditions for consumer customers. 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. Section 2 of DNA’s general terms and conditions for consumer customers shall be applied in the preparation of the contract, its period of validity, and any possible advance payment or security deposits.

2. Service Description

2.1 DNA TV services

DNA TV services (including DNA TV application) are an entertainment service package that includes a variety of products, from which customers can select the options that best fit their needs. Depending on the customer’s choices, the services can be used via the DNA TV application on a mobile device, a computer via the browser, or a TV screen. The DNA TV services enable viewing TV programmes that are broadcasted

on those channels that are included in the service at any given time. In addition, depending on the customer’s choices and DNA’s product design, the services may enable things such as downloading various applications, viewing programmes on different kinds of terminal devices everywhere in the EU, recording programmes with a recording service, as well as viewing programmes after their broadcast time (‘catch-up’). By means of the recording service, users can record programmes that they have selected on a virtual recording device (the service receives the original TV signal) and watch the recordings at a time of their choosing. The recordings are available for viewing for the maximum period of two years from the time of recording.

The DNA TV services may also include a variety of programmes available to the customer either free of charge or for an additional fee (e.g. rental films). In addition, the DNA TV services make different kinds of additional orders concerning content services possible (e.g. channel package subscriptions). If necessary, upon a separate agreement with the customer and subject to a separate charge, the services can include the terminal device in DNA’s selection at the time (such as a DNA entertainment box), a broadband or telephone subscription, or other services. DNA TV services may also include a TV card for pay TV channels in the cable network.

The price of the DNA TV services depends on the products selected by the customer and their features as well as the free services and additional services entailing a fee selected by the customer, which may include content services, devices, subscriptions, or

other services. The DNA TV services are intended for use only in Finland or within the EU, depending on the nature of the service.

The DNA TV application makes it possible to use the features included in the DNA TV services in accordance with the customer's order.

A list of the devices included in the DNA TV services, the required properties and standards, the additional services available at any given time, and the valid general and special terms and conditions and price list can be found at dna.fi.

2.2 Content services and channel packages

The content services offered via the DNA TV services consist of free basic services of the television network and additional services that entail a fee. Additional services that entail a fee refer to, among other things, content services that may comprise programme channels produced and compiled by programme providers or other third parties that DNA distributes to its customers either individually or as part of larger channel packages, streaming services or their combinations. Viewing pay TV channels on a TV screen requires the customer to have either a TV card and a card reader or a digital receiver with a card slot or a DNA entertainment box as well as a DNA TV service subscription. Some pay TV channels may also be viewed via the DNA TV application. The customer may also purchase and use services entailing a fee that are provided by third parties and form a customer relationship between the customer and the third party (e.g. video rental subject to a fee). The use of possible additional services may require a broadband connection and/or the possibility of receiving a TV signal with the terminal devices required to use DNA TV.

Applications that are preinstalled on the devices or downloaded by the customer from an application store contain content produced by third parties that may or may not be subject to a fee. Use of the applications is at the responsibility of the client, and the terms and conditions of the third party in question are applied. The customer relationship of the service is formed between the customer and the third party, and the customer shall remunerate any content subject to a fee with the payment methods specified by the third party.

3. Functionality of the DNA TV services and application

DNA provides all DNA TV services and the DNA TV application in the manner it sees fit, and the content and functionality of the services is defined on a service-specific basis. Programme providers and other

third parties are responsible for the content of their provided services (including EPG data, age restriction classifications, channel audio tracks, etc.). DNA is not liable for any part of the third-party TV programmes or channels, programme information, content services or other services or applications provided by third parties or their content, functionality or classification in accordance with the Finnish Act on Audiovisual Programmes available via the DNA TV services and the DNA TV application, 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.

DNA continues to develop the DNA TV services and the DNA TV application as well as the content services offered via them. As far as possible, DNA also ensures that all of the services mentioned above function as flawlessly as possible. As a part of the development of the DNA TV services and the DNA TV application, DNA tries and tests different features. These features in beta phase may be available for a fixed term, which means that their availability may not always continue until the end of the customer's contract. Any possible individual beta features of the services or application are not included in the services in accordance with these terms and conditions, and as a rule, they are not included in the price of these services; however, the beta features may also be free of charge. The DNA TV application is delivered "as is". 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.

DNA has the right to make changes that affect the DNA TV services and the DNA TV application as well as their technology, content, features and use, including the right to transfer channels between technologies, and the right to update the equipment software through the network. Updates and changes may cause temporary disruptions in the reception of the service. The customer agrees not to interrupt updating procedures and follow any other instructions that may be given concerning updates.

Changes to features due to DNA or a third party may be made to the amount of memory for recordings, the channels that can be recorded, features and restrictions concerning recording, retention period of recordings, programmes, channels or devices used. Individual features may also be removed for reasons due to DNA or a third party. Recording of TV programmes may also be prevented with regard to cer-

tain channels, individual programmes or other content available through the service due to copyright reasons or other third party limitations. 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.

If the amendments require changes in the customer's equipment or software or other measures taken by the customer, DNA must inform the customer well in advance of said changes. Should technical features of the customer's equipment or software require adjustments or modifications due to the amendments, or should the technical level of the customer's equipment or software be inadequate for the use of the service after the amendments, the customer will be liable for any changes required to the equipment or software at his or her own expense. DNA is not responsible for the preservation of customers' recordings or failures in recording.

The services entail the distribution of the content of the services to the customers who are located within that services' area of availability and who have the technical capacity and the required devices for receiving the services. Variation and alterations in channel and content selection due to reasons fully or partly beyond DNA's control are a normal feature of content services. DNA cannot affect the decisions made by channel and programme providers or third parties concerning the content of the services.

This means that, for example, the provision of a channel, series, or sport in a channel package may end or change during the contractual relationship. The aim is to maintain the content of the service during these changes sufficiently diverse and as similar as possible. If this is not possible, the customer has the right to terminate a fixed-term contract when the content of the service changes. Content services may change or be interrupted or their distribution may end due to reasons such as the discontinuation of operations or services provided by a programme provider, or altered satellite or satellite signal frequencies. Broadcasting interruptions may also occur due to reasons caused by third parties such as some restrictions applying to the broadcasting of content. Distribution may also cease if DNA and the programme provider cannot reach an understanding on the terms of distribution or if DNA decides, based on its customer surveys, that some programme channels, content services or service features do not meet the wishes of its clientele. Similarly, DNA may extend the channel content of the channel packages it offers, its other content offerings, or the service features.

4. Technical requirements of the DNA TV services and application

The technical prerequisite for the functioning of the DNA TV services other than the ones available with a TV card is a broadband modem or router and a broadband subscription where the actual download speed for High Definition (HD) is at least 10 Mbit/s. When viewing 4K programmes, the actual download speed should be at least 25 Mbit/s with a consistent connection speed range. Using the service with a slower connection may cause disruptions in the image quality and the programme that are not related to the service. Simultaneous use of the broadband connection with other parts of the DNA TV services may impair the usability of the service or prevent it from functioning.

Using some of features of the DNA TV services requires a television equipped with HDMI input, a digital receiver required for the service, and, in some cases, a TV card. If using a feature of the service requires a digital receiver, it must be approved by DNA or an approved Cable Ready HD device and connected to a cable or broadband network via which DNA offers its content services.

The service may not function with a digital receiver provided by another operator or party or an equivalent terminal device. If the service requires a TV card, it will only function with a TV card approved and provided by DNA. The customer is solely responsible for the purchase of an appropriate television and the necessary subscriptions and equipment, unless a separate agreement regarding them has been made with the customer. DNA is not responsible for the functionality, devices or network of an Internet connection provided by another operator, or their effect on the quality of the service when using the DNA TV services. Geographical restrictions apply to the availability of the different components of the DNA TV services. You can check availability with DNA customer service or at **dna.fi**.

When the cable network is used, the customer must ensure that he/she or his/her housing company has a valid subscription contract with DNA, enabling the reception of the signal. DNA is not responsible for the channels transmitted via other cable networks or their availability. In this case, too, viewing the channel always requires the DNA TV service and a device. When other transmission methods are used, the customer must ensure that the usage site is located within the coverage area of the transmission network, and that he or she has acquired and properly installed the equipment required for service reception.

Customers must ensure that their devices are functional and all technical requirements related to the order are met before ordering the service.

4.1 Cable network

Watching broadcasts via the cable network requires:

- A Cable Ready HD approved digital receiver and a TV card linked to it, and a Full HD/HD Ready television set, or
- A Cable Ready HD approved television set, CI+ card reader and a TV card linked to it, or
- A device provided by DNA that makes it possible to use the DNA TV service.

4.2 Using the IPTV and DNA TV service with a mobile application

The IPTV programme signal is provided to the customer via a broadband subscription and its reception requires a separate terminal device offered by DNA.

DNA TV services transmit 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 services (such as data transfer service/broadband subscription and/or terminal device), the user is responsible for their purchase and related charges if the services have not been purchased as part of DNA broadband, mobile broadband or another fixed-price data transfer service.

5 Delivery and installation of the DNA TV services

The DNA TV services may be delivered by such means as providing the customer with the necessary codes and passwords in order to use the service. Using the services is possible within the service-specific time limit announced to the customer, or, unless otherwise stated, within a reasonable time from the time of delivery. Delivering and using the services requires the customer to have arranged for the installation and functionality of his or her own equipment and other matters that are the responsibility of the customer. The customer is responsible for the final implementation of services. Otherwise the terms and conditions for delivering the service are recorded in Section 3 of DNA's general terms and conditions for consumer customers.

6. Use of the Service

Customers use the DNA TV services and application on their own responsibility and at their own cost, and they must be legally competent, or they must have

the approval of their custodian for using the service. The customer may not forward a programme service, content, content service or a part thereof to a third party. If the customer allows a third party access to the programme service, content, content service or a part thereof, DNA shall have the right to terminate the contract immediately. The customer has no right to unscramble or attempt to unscramble the device encryption in any way while using the service. If the customer has attempted to unscramble the device encryption, DNA shall have the right to terminate the contract immediately.

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 another similar reason. DNA is not liable for any damages possibly caused either directly or indirectly from 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.

Otherwise, Sections 4.1, 4.2, 4.5 and 4.6 of DNA's general terms and conditions for consumer customers shall be applied to the use of the service, liability for the use, functionality of the service, and information security.

6.1 Usernames, passwords and identification data of the customer

The use of the DNA TV services and the DNA TV application requires a username, a password and a PIN code. The customer is responsible for the appropriate use of the username, password and PIN code, and they are only allowed for private use. Disclosing the username, password, or PIN code to a third party is forbidden.

The DNA TV 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. The customer is responsible for ensuring that the set age limits are followed when ordering and using services with the

customer's username, password and PIN code. In particular, it may be absolutely forbidden to make content forbidden for children under 18 years of age available to a minor. The customer must notify DNA immediately if a third party has gained knowledge of the username, password or PIN code related to the service.

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.

6.2 Fees

The customer is responsible for the orders of additional service made using the customer's username, password and PIN code in the DNA TV services and application as well as any fees incurred by them. The customer needs the PIN code for purposes such as renting videos. 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. The customer shall pay the service fees agreed or the fees applicable to the service in accordance with the price list in effect at any given time. The customer 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. Otherwise, Section 7 of DNA's general terms and conditions for consumer customers shall be applied to payments.

7. Devices related to the DNA TV services

The customer is responsible for the acquisition and proper installation of the devices required for service use. The required devices must be selected to suit the features of the network and service. The customer is responsible for the reception and installation of software updates for the devices. If a device endangers or causes disruptions to the network, device, communications network user or other individual, DNA is entitled, in order to rectify the situation, to completely or partially prevent the device from being used in the network without first contacting the customer. DNA will seek to inform the customer of this matter in the appropriate manner.

7.1 TV card

DNA shall provide the customer with a TV card if necessary, based on a separate order and in exchange for a fee. The customer may in some cases need this card in order to be able to order and view pay TV services entailing a fee, such as encrypted television channels

or rental films. The TV card remains the property of DNA, and upon expiry of the contract, the customer must return the card to DNA within seven (7) days. In any case, it is considered that the contractual relationship between DNA and the customer continues in accordance with these terms and conditions until the TV card has been returned. If the customer fails to return the TV card despite a notice by DNA, then DNA shall have the right to either retrieve the TV card or to collect the price of the TV card from the customer. DNA has the right to charge all costs incurred by the collection and retrieval from the customer.

DNA has the right to update, replace or change the TV card due to technical or other reasons. The customer is responsible for handling the TV card with due care and attention as per the instructions provided by DNA. The customer must notify DNA of any defects in the TV card, or if the card is lost, without delay so that the card can be repaired or exchanged. DNA is responsible for the defects occurring in the TV cards it has delivered, unless the defect is due to carelessness on the part of the customer or intentional actions against these terms and conditions or instructions provided by DNA.

The customer must install the TV card in accordance with the instructions provided by DNA, and the card may only be used in one device at a time. The customer must store and use the TV card with due care and attention, and the customer does not have the right to sell, donate, or in any other way hand over the TV card to a third party. The TV card may only be used in Finland, and it may not be taken outside the country.

If the TV card is used in connection with services offered by other service providers, DNA shall only be responsible for ensuring that the TV card is free of defects at the time of its transfer and that it is compatible with services that correspond to the services in accordance with this contract. DNA has the right to charge a fee for the TV card with regard to the use of DNA's TV card in connection with services offered by other service providers.

If desired, the customer can place a parallel order of available content services, such as channel packages. Parallel orders are personal and they require a valid main order.

Parallel orders may only be used in the same household as the main order, including any leisure time residence that may be included in the property of the household. Other use of parallel orders and the service without permission given by DNA in advance is

prohibited, and such use shall constitute grounds for DNA to terminate the order contract in accordance with the DNA Plc general terms and conditions for consumer customers. The parallel order is valid for as long as the main order used by the household. When the validity of the main order ends in accordance with the terms and conditions that apply to the main order, the customer's right to use the parallel order will also end. The customer can terminate the parallel order to end within the period of validity with the same terms as for the main order.

7.2 Payment in instalments/devices with a payment plan

Ownership and liability for risk of a device with a payment plan, as defined in the contract, shall transfer to the customer at the time of delivery of the device. The customer is expected to inspect the device immediately after delivery and to read through the device's operating instructions and terms and conditions before use. The customer is responsible for the payments in accordance with the contract even if he or she has handed over the device for use by a third party. Even if the device is stolen, lost or broken, the customer shall not be released from the obligation to pay DNA the charges in accordance with the contract. The customer is responsible for the safety, data protection and settings of the device.

When purchasing the device with a payment plan, the customer commits to paying the total price of the device within the agreed term of payment. The customer shall pay the total price agreed upon in the contract in equal monthly instalments in accordance with the monthly instalment and the length of the contract period, which form the total price of the device. If the contract is terminated before the device has been paid in full, DNA shall have the right to charge the remaining monthly payments from the customer. The price stated in the contract includes VAT. The contract period and the customer's obligation to pay the monthly instalments shall begin when the device has been received. Invoices must be paid on the due date marked on the invoice at the latest, using the account and reference number information on the invoice. The customer shall have the right to pay off all remaining monthly instalments early as a single payment. The single payment must be made using the account and reference number information provided on the invoice.

DNA shall have the right to have the remaining payment instalments fall due immediately, if the customer has failed to pay the invoice that contains the monthly instalment for the device, the payment has been delayed for at least one month, and the delayed payment is at least 5% of the total price of the device

purchased with a payment plan contract, or if the customer has committed some other significant breach of contract.

DNA shall not be obligated to pay compensation for any direct or indirect damages caused by any defect in a product. DNA is not responsible for the data or software stored on digital media when the customer has the liability for risk. The customer must make sufficient backup copies of the programmes, files and other information stored on the device before the device is taken in for warranty service or repair.

8. Functionality of the DNA TV services and application, defects, delays, and damages

As per the contract, DNA is responsible for the functionality of the DNA TV services in the cable network, extending to the building amplifier or hub located in the customer's building. For the content transmitted via DNA's telecommunications network, the special terms and conditions for DNA's fixed broadband services or DNA's mobile broadband valid at the time shall be followed. If the customer uses a network other than DNA's telecommunications network, DNA shall not be responsible for the service's functionality, speed, or the functioning of a service provided by DNA when using the connection in question.

The customer is responsible for the DNA TV service reception and its required equipment. DNA is not liable for errors caused by software or terminals for which the customer is responsible, or by their erroneous use or the defective condition of indoor wiring. DNA must rectify any disruptions and defects that it is responsible for without delay, during its normal business hours. Common disruptions include temporary DNA TV service outages and variations in quality. These kinds of occasional disturbances or outages are not considered defects.

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 interrup-

tions, 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. Any interruptions or disturbances in the functioning of the service are not considered defects, unless otherwise required by mandatory legislation.

Otherwise, Sections 5.3, 5.4, 5.5 and 5.6 of DNA's general terms and conditions for consumer customers shall be applied to defects, delays and force majeure events concerning the DNA TV services and the construction and maintenance of the network.

9. Right of withdrawal/return and the lack of a right to cancel

9.1 Devices

In the case of distance sales, the customer has the right to return the device within a period of 14 days from receiving the device or its first delivery lot. The sender is responsible for packaging. The device must be packaged carefully to prevent it from being damaged during delivery. The return delivery must include all equipment delivered with the device. DNA is not responsible for any damages to devices that have been packaged carelessly and in violation of the terms and conditions. The customer shall be obligated to save copies of the documents related to the return.

Costs due to a defect caused by the customer may be charged to the customer. DNA reserves the right to charge the handling and shipping costs from the customer if the customer return has been made without cause or in violation of the terms and conditions.

9.2 Additional services subject to a fee

The customer does not have a right to cancel additional services entailing a fee such as rental films that have been ordered in connection with the DNA TV services or a channel package, in distance sales or otherwise, after the execution of the additional service entailing a fee has begun.

Additional services entailing a fee are not considered defective based only on defective advance information, such as the duration or production year of a film; therefore, defective advance information does not grant the customer a right to cancel the services.

10. Intellectual property rights

The DNA TV services and application include material protected under copyright, trademark rights, and other intellectual property rights. The copyright,

industrial property rights and other protected intellectual property rights to the services as well as the programmes and other materials transmitted in the services belong to DNA or a third party. The programme services transmitted by DNA are intended for the personal use of the customer, and it is forbidden to show in public, distribute to third parties, or otherwise utilise commercially the protected material in whole or in part, unless legislation permits it in exceptional cases. In such case, the name of the author or holder of the right must be mentioned. It is forbidden to show the service to the customers of a restaurant or a retail business. The customer does not have the right to record, rebroadcast, present, or otherwise use programmes or services in ways that contravene copyright legislation. DNA is not responsible for the contents of the programme service. The holders of the rights are responsible for the content. DNA has the right to prevent the illegal copying of the content and programmes through various restrictions.

11. Marketing and customer communication

Granting marketing permission for electronic direct marketing is a prerequisite for purchasing the DNA TV services, channel packages and content services. The marketing permission shall be notified 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 to whom the DNA TV service is transferred for use 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.

DNA may send news about the service and bulletins concerning changes to the service electronically to the e-mail address given by the customer to DNA or to the telephone number via SMS or MMS. The customer shall ensure that DNA has up-to-date contact information on the customer.

12. Period of validity

The contract regarding the service may be signed as a contract for a fixed term or a contract that is valid until further notice. The customer may terminate a DNA TV service that includes a DNA entertainment box and is valid until further notice after a notice period of two (2) weeks. The customer may terminate a contract for other DNA TV services, channel packages and content services that is valid until further notice after a notice period of one (1) month. If it is a fixed-term contract, the contract remains in force for the predetermined time, during which the contract may not be terminated. After the fixed term of the contract has expired, the contract remains in effect until further notice unless the Customer has given notice of termination no less than two (2) weeks prior to the end of the contract period or DNA has given notice of termination no less than one (1) month prior to this time, with the termination to become effective at the end of the fixed term.

At the customer's request, the service may be transferred to another usage site due to the customer moving, if this is technically feasible. DNA must be informed of the transfer of the usage site due to the customer moving, after which availability at the desired usage site is checked. If the service is not available at the new usage site and the customer has proved to DNA that he or she is moving house, the customer shall be entitled to terminate this contract by notifying DNA two (2) weeks in advance of the con-

tract's termination date. For the sake of clarity, the parties would like to emphasise that in spite of the contract's termination, the activation fee paid by the customer will not be refunded. Similarly, any other fees paid by the customer for the period preceding the termination of the contract will not be refunded. For issues other than the ones recorded here, Section 12 of the DNA Plc general terms and conditions for consumer customers shall be applied to the termination of the contract.

13. Validity and other terms and conditions

Insofar as service use is concerned, these special terms and conditions shall be applied, in addition to DNA Plc's general terms and conditions for consumer customers. These special terms and conditions will come into effect on 13 February 2020. These terms and conditions supersede the special terms and conditions for the DNA TV and entertainment services for consumer customers, which came into effect on 28 August 2017, as well as the special terms and conditions for the DNA TV application, which came into effect on 1 April 2018.

When the DNA TV services and application are used, information on the user is transmitted to DNA as described in DNA's data protection policy. Please also read DNA's data protection statement and the data protection statement of the DNA TV application. The terms and conditions and protection statement can be found at dna.fi.

