

## **TERMS OF USE OF EQUIPMENT**

### **Fixed-term Use for Business Customer (ET.05.SE.04.D)**

*Valid from 20 January 2016*

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

- 1.1 The present terms of use (henceforth Terms) of Telia Eesti AS (henceforth Telia) apply to customers who have concluded a contract (henceforth Contract) with Telia for the use of equipment belonging to Telia (henceforth Equipment) for a fixed term, in accordance with the present Terms.
- 1.2 The Parties will take the Customer Contract, General Terms and Conditions, the Pricelist, the Contract, relevant campaign conditions and the Terms as the basis for their relationship. In issues not regulated by the Terms (including changing of Terms), the Parties will take the Customer Contract and General Terms and Conditions (henceforth General Terms) as the basis.

#### **2. Terms of Use of Equipment**

- 2.1 Telia will give the Equipment for the Customer to use for the purposes of using Telia's service, for the binding term set in the Contract (henceforth Usage Term) and in accordance with the Terms.
- 2.2 The Customer is obliged to use the Equipment in good faith and for its intended purpose, by adhering to the requirements of the technical documentation and/or user manual of the Equipment during usage.
- 2.3 The Customer is obliged to guarantee the usage, maintenance and preservation of the Equipment at their own expense in a way that excludes the Equipment's theft, loss, destruction, harming and/or damaging (including as a result of mechanical damages, moisture or liquid related damages, lightning and/or other similar events).
- 2.4 If circumstances described in clause 2.3 occur, the Customer will notify Telia about them as soon as possible, but not later than within 7 (seven) calendar days from their occurrence.
- 2.5 If a deficiency or malfunction of the Equipment that obstructs its intended use occurs during its Usage Term and its occurrence is not caused by the Customer's violation of obligations set in clause 2.3 of the Terms, Telia will eliminate the deficiency or malfunction of the Equipment at Telia's expense and within a reasonable time. A reasonable time is defined as eliminating the malfunction of Equipment or offering the opportunity to replace the Customer's Equipment during the next working day from Telia receiving the Customer's corresponding wish.
- 2.6 If the Equipment has been destroyed, lost or stolen during the Usage Term or a deficiency or malfunction of the Equipment has occurred that has been caused by the Customer's action or inaction while using the Equipment (including mechanical damage, moisture or liquid related damage, lightning damage), Telia has the right to request compensation for violating the Contract in an amount defined in the Contract, plus compensation of damages caused to Telia in the extent not covered by the corresponding compensation of damage.
- 2.7 If, for whatever reason, the technical solution used for the service defined in the Contract changes during the Equipment's Usage Term and the Equipment has to be replaced as a result, Telia will replace the Equipment upon the Customer's request. Telia will conclude a new contract for the use of the Equipment given to the Customer's usage as a result of the replacement, and the Usage Term will start from the beginning. The Customer is obliged to return the existing Equipment to Telia as set down in the Contract and Terms.
- 2.8 If the Equipment's Usage Term has expired but Telia has not cancelled the Contract regarding the corresponding Equipment as set down in the Terms, the Customer may continue using the Equipment, being now responsible themselves for eliminating deficiencies or malfunctions of the Equipment and covering all related expenses.
- 2.9 In the event of violation of the Contract, the Customer is responsible for the violation of the Contract, even if the violation was excusable.
- 2.10 Telia will present an invoice to the Customer for a one-time fee, compensation for the premature termination of the Contract or compensation for damages, which the Customer is obliged to pay by the payment term of the invoice.

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**3. Transfer and Acceptance of Possession of Equipment**

- 3.1 Equipment is considered accepted by the Customer and direct possession of the Equipment transferred from Telia to the Customer on the basis of, depending on the way of delivering the Equipment, the transfer and acceptance act of the Equipment or another document that proves the transfer and acceptance of the Equipment (e.g. a delivery note) or other action that proves the acceptance of the Equipment (e.g. accepting the Equipment by using the personal door code of a package delivery system). The risk of accidental destruction of or damage to the Equipment is transferred from Telia to the Customer from the moment of acceptance of the Equipment.
- 3.2 When accepting the Equipment, the Customer will check the status and functioning according to intended use of the Equipment as soon as possible, but not later than within 7 (seven) calendar days from accepting direct possession of the Equipment. The Customer will notify Telia about problems concerning the status or functioning of the Equipment within 7 (seven) calendar days from the delivery of the Equipment.
- 3.3 If the serial number of the Equipment is not noted on the document that forms the basis for accepting the Equipment, the Customer can obtain the serial number information by logging on to Self-service through Homepage [www.telia.ee](http://www.telia.ee).

**4. Conditions of Return of Equipment**

- 4.1 Upon termination of a Contract regarding specific Equipment, the Customer is obliged to return the Equipment, except in cases when the Contract regarding this Equipment was terminated for the following reason:
  - 4.1.1 On the basis of circumstances described in clause 5.2.6 of the Contract (because 1 (one) year has passed from the ending of the usage term of the Equipment).
- 4.2 The Equipment must be in the same state and the same level of completeness as when it was delivered to the Customer, allowing for normal wear.
- 4.3 If the location of the Equipment has been set down in the Contract as the place of returning the Equipment, the Customer will notify Telia within 7 (seven) days from the termination of the Contract about the working day and time when Telia's authorised representative can access the specific Equipment for taking it away. If the Customer has not notified Telia of the time for returning the Equipment within his period, Telia itself will notify the Customer of the time for taking the Equipment away, and the Customer is obliged to guarantee access to the Equipment at the time specified by Telia.
- 4.4 If Telia's store has been set down in the Contract as the place for returning the Equipment, the Customer will return the Equipment to Telia's store within 30 (thirty) days from the termination date of the Contract regarding the specific Equipment. If, as an exception to the previous, the Customer and Telia agree that the returning of the Equipment is carried out at the location of the Equipment, Telia has the right to request compensation for the expenses related to this (e.g. visit fee of the technician, courier fee, etc.).
- 4.5 If the Customer has not returned the Equipment or guaranteed Telia access to the Equipment within 30 (thirty) days from the termination of the Contract, it will be understood that because of the delay, Telia has lost interest in the return of the Equipment. In such a case, Telia will waive the request to return the Equipment, and Telia will have the right to request, instead of returning the Equipment, compensation for damages in the extent specified in the Contract, plus compensation for damages to Telia in the extent not covered by the corresponding compensation.
- 4.6 The Parties have agreed that Telia has the right to inspect the state of the Equipment within 30 (thirty) calendar days from the returning of the Equipment to Telia by the Customer. If it transpires that the Equipment returned by the Customer is damaged or harmed (e.g. the Equipment has deficiencies that have been caused by lightning, water damage, etc.), Telia has the right to request compensation from the Customer for violation of the Contract in the extent specified in the Contract, plus compensation for damages to Telia in the extent not covered by the corresponding compensation.

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#### **5. Term of the Contract and Conditions of Cancelling**

- 5.1 The Contract concerning specific Equipment enters into force from the date when it is concluded and is valid until the Contract is terminated automatically, or is cancelled, in the whole or regarding specific Equipment.
- 5.2 The Contract is terminated automatically regarding specific Equipment if:
  - 5.2.1 The Customer presents an application to Telia about termination of usage of the service specified in the Contract or;
  - 5.2.2 The Customer presents an application to Telia about replacing the specified service with another Product or service and the corresponding Equipment cannot be used for the new Product or service, or;
  - 5.2.3 The Customer presents an application to Telia about changing the location of using a Product, but for technical reasons, using the Product is not possible in the new location desired by the Customer, or;
  - 5.2.4 The Customer presents an application to Telia about changing the location of using a Product, but different equipment is required for using the Product in the new location desired by the Customer, or;
  - 5.2.5 Telia cancels the contractual relationship that forms the basis for the usage of the Product or service specified in the Contract (including, but not limited to a scenario when the Customer has become indebted to Telia), or;
  - 5.2.6 1 (one) year has passed from the Usage Term of the Equipment specified in the Contract.
- 5.3 In case of automatic termination of the Contract, the Contract is considered terminated regarding the specific Equipment, along with all consequences specified in the Terms, from the moment of occurrence of the event specified in clause 5.2 of the Terms, with no additional notice.
- 5.4 Telia has the right to cancel the Contract in full or regarding the specific Equipment, by notifying the Customer about it at least 5 (five) calendar days in advance if:
  - 5.4.1 The Customer violates the obligations taken with the Contract (including when the Customer has become indebted to Telia) or;
  - 5.4.2 It transpires (including after the contract for the service has been concluded) that for technical reasons, it is impossible for Telia to provide the Product to the Customer, or;
  - 5.4.3 No more Equipment is being used by the Customer on the basis of the Contract.
- 5.5 The Customer has the right to cancel the Contract regarding specific Equipment at any time, by notifying Telia about it 5 (five) calendar days in advance. If the Customer cancels the Contract unilaterally before the Usage Term specified in the Contract has ended, the Customer is obliged to pay the premature cancelling compensation specified in the Contract and to return the Equipment to Telia.
- 5.6 Telia has the right to request premature cancellation compensation from the Customer in the extent specified in the Contract if the Contract regarding the corresponding Equipment is terminated automatically or cancelled prematurely before the ending of the Usage Term on the basis of clauses 5.2.1, 5.2.5, 5.4.1 or 5.5 of the Terms.
- 5.7 If the Contract is terminated on the basis of clause 5.2.6, the possession of the corresponding Equipment is transferred from Telia to the Customer when the Contract is terminated.