

**TERMS OF USE OF EQUIPMENT**  
**Rent to Business Customer (ET.05.SE.05.E)**  
*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 renting of equipment belonging to Telia (henceforth Equipment) in accordance with the present Terms.
- 1.2 The Parties will take the Customer Contract, General Terms and Conditions, 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 rent the Equipment to the Customer for a monthly fee (rent) as specified in the Pricelist, for the purpose of using the product or service specified in the Contract and for the term specified in the Contract (henceforth Usage Term).
- 2.2 The Customer is obliged:
  - 2.2.1 To pay the rent for using the Equipment monthly to the extent specified in the Pricelist on the basis of invoices presented to the Customer by Telia. The Customer will start paying rent from the day when Telia has delivered the Equipment to the Customer and the service for which the Customer ordered the Equipment has been activated;
  - 2.2.2 To pay rent for the Equipment if the Customer is not able to use Telia's services (including because of the application of the suspension of subscription service, limitation of the service by Telia because of debt, or a malfunction of Telia's service);
  - 2.2.3 To use the Equipment in good faith and according to its intended purpose, by adhering to the directions of the Equipment's technical documentation and/or user manual while using the Equipment;
  - 2.2.4 Not to allow use of the Equipment by third parties, including re-renting and/or depositing the Equipment without Telia's prior written consent;
  - 2.2.5 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);
  - 2.2.6 To notify Telia, as soon as possible, but not later than in the course of 7 (seven) calendar days, if circumstances described in clause 2.2.5 occur.
  - 2.2.7 To return the Equipment to Telia as specified in the Contract and the Terms.
- 2.3 If a deficiency or malfunction of the Equipment obstructing its intended use occurs during its Usage Term and its occurrence is not caused by the Customer's violation of obligations set in clause 2.2.5 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 starting from Telia receiving the Customer's corresponding wish.
- 2.4 If the technical solution on the basis of which Telia is providing the service to the Customer for the usage of which the Customer has rented the Equipment from Telia changes during the Equipment's Usage Term and it also becomes necessary to replace the Equipment, Telia will replace the Equipment upon the Customer's request and conclude a new contract with the Customer. The Usage Term of the new Equipment rented to the Customer as replacement will then start from the beginning.
- 2.5 If the Equipment has been destroyed, lost or stolen 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 from the Customer for violating the Contract in an amount defined in the Contract.
- 2.6 In the event of violation of the Contract, the Customer is responsible to Telia for the violation of the Contract, even if the violation was excusable.

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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 the 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 Home page [www.telia.ee](http://www.telia.ee).

**4. Conditions of Return of Equipment**

- 4.1 Upon termination of the Contract, the Customer is obliged to return the Equipment to Telia, except in cases when the Usage Term has expired and Telia has sent a notification to the Customer that the Customer is not obliged to return the Equipment. The Equipment must be returned in the same state and the same level of completeness as when it was delivered to the Customer, allowing for normal wear.
- 4.2 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.
- 4.3 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.).
- 4.4 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.
- 4.5 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 has been harmed or damaged (including e.g. by lightning or water damage), Telia has the right to request compensation from the Customer for violation of the Contract.
- 4.6 Telia will present an invoice to the Customer for the rent, compensation or other payable sums that the Customer is obliged to pay by the payment term of the invoice.

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**5. Term of the Contract and Cancellation**

- 5.1 The Contract concerning specific Equipment enters into force from the date when it is concluded and is valid until the Contract is cancelled or until the expiration of the Usage Term of the Equipment.
- 5.2 Telia has the right to cancel the Contract unilaterally and extraordinarily, either as a whole or regarding specific Equipment, depending on the circumstances, by notifying the Customer about it in writing or in a form reproducible in writing at least 5 (five) days in advance if:
  - 5.2.1 The Customer violates the terms of the Contract (incl. if the Customer has not paid the rent on three consecutive payment due dates) or;
  - 5.2.2 The Customer is in debt to Telia for services provided or;
  - 5.2.3 The contractual relationship between Telia and the Customer for using the Product or service specified in the Contract is terminated or;
  - 5.2.4 The Customer presents an application for applying the suspension of subscription service to the Product or service specified in the Contract;
  - 5.2.5 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 location desired by the Customer, or;
  - 5.2.6 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;
  - 5.2.7 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;
  - 5.2.8 It transpires (including after the contract for using the Product has been concluded) that for technical reasons, it is impossible for Telia to provide the Product to the Customer;
  - 5.2.9 Bankruptcy proceedings are started for the Customer.
- 5.3 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 in writing or in a form reproducible in writing, and returning the Equipment to Telia.