

TELIA CABLE TV SPECIAL TERMS



1. Overview

On these terms and conditions, the parties to the agreement, i.e. the owner or holder (“Customer”) of the property, building or other such site under the agreement (“Site”) and Telia, agree on connecting the house network of the Site or part thereof to Telia’s cable network and on the maintenance and servicing of Telia’s cable network.

Telia Cable TV (“CATV subscription”) is a service allowing the reception and use of various TV and radio programmes and other communications services, such as broadband subscription and supplementary services. In addition to the TV and radio programmes pursuant to the transmission obligation specified by law, the Customer and/or user can order various separate communications and supplementary services to their CATV subscription, depending on their town or locality. Separate terms and conditions and price lists are applied to the communication services provided via the CATV subscription and to other supplementary services. The CATV subscription enables the subscription to broadband and supplementary services but does not itself include such services. More information on supplementary services available at any given time and on the prices and terms of agreement are available in Finnish at telia.fi.

The house network refers to a master antenna system of the Site or to a separate parallel network or part of these.

Through the CATV subscription, services are provided only to the flats of the Site connected to the cable network, and reception is allowed only for the flats mentioned in the agreement. **The Customer is obliged to notify Telia of any new flats at the Site to be connected to the cable network. If the Customer neglects the duty to notify, the Customer is obliged to retroactively remunerate Telia for the charges for the new flats connected to the network.**

Telia is entitled to use the house network connected to the cable network for providing services included in its service offering in the frequency range of 5–862 MHz without suffering interference from the Customer’s other actions. The Customer’s other use of the house network is to take place above the 862 MHz frequency.

2. Building a cable network and connecting the Site

Telia may implement the CATV subscription at the Site in two different ways. Either 1) by installing Telia’s own subscription cable(s) (e.g. fibre optic cable) and any necessary distribution amplifiers at the Site’s point of distribution, or 2) by using a fibre optic cable connection purchased by the Customer and agreed with a third party and one or more fibre optic modems operated by Telia.

The aim is to build the CATV subscription without causing unnecessary hindrance to the Site.

Connection of the CATV subscription and location of the cables:

2.1

When the Site is connected directly to a Telia cable network or Telia’s own fibre: The location of the cables of the cable network is jointly agreed on so as to be appropriate for both parties. The Customer is responsible for the trenches needed for ground cables and for filling in the trenches, fixing the surface and doing any other finishing work needed at the Site, unless otherwise agreed upon in writing. Telia will remain as the owner of the cable. Before commencing earthworks or other work that may damage the cables, the owner of the property must investigate, for their part of the lot, whether there are any cables in the area where the work will take place. Telia provides the party responsible for the excavation work with free of charge information about the location of its own cables and instructions for the excavation work. If the customer fails to comply with the above-mentioned obligation to investigate or performs work contrary to the instructions, the customer is liable for any damage to the CATV access cables. These can be, for example, damage caused by excavation or defective connections made by the property owner. In these cases, the Site’s distribution point is the input point of the house network, and the splitters, couplers and amplifiers of the network are located there. The distribution point is usually placed in the house MDF or other telecom room of the Site. The Customer must contribute to it so that Telia can place the distribution point in the way it considers appropriate.

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Connecting the CATV subscription to the Site's house network can be done as minor work included in the connection task where this is possible without specific additional costs.

2.2

When a CATV subscription is implemented via a third-party fibre optic connection to the Site's house network: The Customer must have a valid agreement concerning the joining of the Site to said third party's fibre optic network. In these cases, the Site's distribution point is the input point of the house network, and the splitters, couplers and amplifiers of the network are located there. The distribution point is usually placed in the house or home MDF or other telecom room of the Site. The Customer must contribute to it so that Telia can place the distribution point and its own fibre optic modem in the way it considers appropriate. Connecting the CATV subscription to the Site's house network can be done as minor work included in the connection task where this is possible without specific additional costs.

2.3

If the CATV subscription is implemented via a third-party fibre optic cable to a Site with multiple flats and where the fibre optic cable connections are installed separately in each flat: The Site must have a valid agreement on the connection of the Site and each of its flats to a third party fibre optic network, as well as valid placement agreements on Telia's fibre optic modems for each flat of the Site. In these cases, the Site's distribution point is considered to be in Telia's fibre-optic terminal equipment. Connecting the CATV subscription to each flat's house network can be done as minor work included in the connection where this is possible without specific additional costs.

The Customer is obliged to see to it that the Site's cabling and other equipment under the Customer's responsibility are in proper working condition according to the agreement before the Site is connected.

If the connection of the CATV subscription to the Site's house network or parts of it requires new cabling, equipment or installation work, these additions belong to the Site's house network and their costs are the responsibility of the Customer. The Customer implements the necessary additions to the house network in an appropriate way through the various premises of the property it owns/controls, including all flats. The minor work referred to above in sections 2.1–2.3 includes connecting the CATV subscription's distribution point and the Site's house network when they are located close together in the same space. If the CATV subscription is implemented via a flat-specific fibre optic modem, the minor work may also include the installation of one antenna connector in the immediate vicinity of the fibre modem.

Telia is responsible for connecting the CATV subscription to the Site. The parties to the agreement agree on the estimated time of connection. **Telia has a unilateral right to change the time of connection for a justified reason by notifying the customer in advance and simultaneously notifying the Customer of the new time of connection.**

3. Ownership

The house network of the Site is the Customer's property. All the distribution amplifiers and access cables with fixed installation at the Site are owned by Telia, unless otherwise agreed upon in writing.

4. Customer's rights obligation

If the Site is not owned by the Customer, the Customer must obtain the owner's written consent for concluding a CATV subscription agreement (including the agreements on the placement of the access cable and devices).

The Customer commits to keeping the house network of the Site in a condition required by the agreement, and to taking care at its own expense of the fixing, replacing or rebuilding of the house network at the Site. When the house network is being serviced or revamped, valid authority regulations, such as from Traficom, general standards, the manufacturers' installation instructions and Telia's instructions must be followed.

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The Customer is obliged to provide gratuitous power for the amplifier equipment needed at the Site. In addition, the Customer must see to it, without compensation, that Telia has unrestricted access to the property so that Telia can maintain and service the cable network.

The locking system of the house MDF and other telecom rooms and passages to them must be such that the personnel of telecommunication companies and contractors providing network services to the property and having the property owner's or holder's authorisation have immediate access to the house MDF and other telecom rooms whenever necessary. The house MDF and other telecom rooms and their locking system must be arranged according to Traficom regulations.

The Customer is obliged to see to it that the house network or part thereof and the equipment or access cables of the flats connected to the house network do not cause interference to the services used in the cable or radio network.

At the Customer's request, the CATV subscription can be transferred to another place of use, provided that this is technically possible within the availability area of the CATV subscription. Telia will make a separate offer to the Customer on building and/or transferring the CATV subscription.

The Customer must immediately inform Telia in writing if any of the following things relating to the Site changes: 1) property or customer information, 2) ownership, 3) invoicing address, 4) change of facilities manager, 5) number of flats.

5. Telia's rights and obligations

Telia is entitled to determine the regional coverage of its cable networks.

Telia is responsible for the maintenance and servicing of the cable network up to the output point of Telia's distribution amplifier or fibre optic modem(s) feeding the house network of the Site, unless otherwise agreed upon in writing. If there are several distribution amplifiers in the house network of the Site, Telia is responsible for the maintenance and servicing of its own distribution amplifiers. If the Site does not have a distribution amplifier, Telia is responsible for the maintenance and servicing of the cable network up until the output point of the access cable, unless the parties have agreed otherwise in writing.

Telia is entitled to build necessary cable network components at the Site and to maintain them without compensation. Components can be added or changed, if necessary, if the use, servicing or expansion of the cable network so requires. Telia is entitled to build the cable network through the Site to different parts of the same property, other properties or corresponding sites, if it is expedient to connect an adjacent or other nearby property or site to the cable network in this way. Telia is liable for the costs caused by such measures.

Upon the Customer's separate assignment, Telia undertakes to find and repair any faults occurring in the house network of the Site connected to the cable network. Telia is entitled to use subcontractors, if it so desires. The Customer is invoiced separately for the work done and the spare parts used. Telia's obligations under the agreement do not cover the equipment or access cables located in the flats and connected to the house network. Telia is not responsible for any disturbance or interruption in use caused by a faulty or defective device or access cable. In addition, Telia is not liable for any resultant repair costs.

Telia is entitled to disconnect a faulty or defective house network or part of such network from the cable network without liability for damages, if the fault or defect in the network significantly impairs the operation of the house network, the cable network outside the house network or radio or other communications and if the Customer has not taken immediate action after Telia has notified the Customer of the problem.

Notwithstanding a termination of the agreement, Telia is entitled to leave the cable network components placed at the Site during the period the agreement is in place without liability for charges.

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6. Charges

6.1 Subscription charge

The Customer will pay the subscription charge to Telia according to the agreement. If the basis of payment changes, Telia is entitled to adjust the subscription charge to match the change that has taken place. Telia invoices the subscription charge from the Customer after the CATV subscription has been delivered. Here, delivery refers to the time when the Customer's house network is connected to Telia's cable network.

6.2 Connection or activation charge

The customer pays Telia the connection or activation charges for the CATV subscription in accordance with the agreement. Telia will charge the Customer for these payments after the CATV subscription has been delivered.

6.3 Basic charge

The subscriber must regularly pay a basic charge according to a valid price list. Unless otherwise agreed, the basic charge is invoiced annually in advance. The invoice must be settled at the latest on the due date indicated on the invoice. The due date of the next invoice is not indicated on Telia's invoices in advance.

6.4 Other terms of payment

If the service is disconnected, this does not cancel the obligation to pay the charges under the valid agreement. Re-connection of the service is subject to a charge according to the price list.

7. Validity of the agreement and other terms

The CATV subscription agreement is valid until further notice, unless otherwise agreed. An indefinite agreement made with consumer customers can be terminated in accordance with Telia's General Delivery Terms for Consumer Customers concerning Services. Business customers can terminate an indefinite agreement by giving nine (9) months' notice. If the agreement is fixed-term, it will continue after the fixed contract period until terminated, with nine (9) months' notice for corporate customers. If a Corporate customer wishes to terminate the agreement effective upon the expiry of the fixed term, the Corporate customer must terminate the agreement nine (9) months before the expiry of the fixed term. Business customers must terminate the agreement in writing. Telia's right to terminate a company's indefinite agreement is determined in accordance with Telia's General Delivery Terms for Business Customers concerning Services. The agreement cannot be terminated in part, for example with respect to individual flats.

If the Customer terminates the agreement before the connection, the agreement is terminated immediately without a period of notice. In such a case, however, the Customer must pay the subscription charge, if any.

Despite this agreement being cancelled or terminated for whatever reason, Telia is not obliged to refund the Customer for any subscription, connection or activation charge the Customer has paid to Telia.

Moreover, the agreement is subject to Telia's General Delivery Terms for Consumer Customers/Business Customers concerning Services valid at any given time.