

TELIA CABLE TV SPECIAL TERMS

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1. General

With these terms and conditions the parties to the agreement, that is, the owner and holder ("Customer") of the property, building, or similar target ("Target") covered by the agreement and Telia agree on connecting the spur network or parts thereof to Telia's cable network, and on the maintenance and servicing of Telia's cable network.

Telia Cable TV ("Subscription") is a service which allows the reception and use of different types of TV and radio programmes and other supplementary services. In addition to the TV and radio programmes defined in legal the distribution obligation, the Customer and/or user has the chance to order different kinds of supplementary services for his Subscription, depending on the locality. For further information on available supplementary services and their prices, please go to telia.fi

The spur network refers to the common antenna network, a separate parallel network, or a part thereof, in the Target. These terms and conditions only apply to a spur network to be connected to the cable network, unless otherwise agreed on in writing.

The services are provided through the Subscription only to the flats of the Target, which are connected to the cable network, and the reception is only allowed for the flats referred to in the agreement. The Customer is obliged to notify Telia of new flats in the Target connected to the cable network that he is aware of. Negligence of the notification obligation results in that the Customer is obliged to settle the payments of the new flats in the Target that were connected to the network to Telia retrospectively.

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 shall take place above the 862 MHz frequency.

2. Constructing the cable network and connecting the Target

Telia builds the Subscription at the Target and installs the access cable(s) and, if need be, distribution amplifiers. The aim is to build the network so that it does not cause unnecessary harm for the Target.

A distribution point is the feed point in the spur network where the splitters, combiners, and amplifiers of the spur network are located. The distribution point is usually placed in the house main distribution frame of the Target, or other telecommunications premises. The Customer should contribute to Telia being able to locate the distribution point as it best sees fit.

The location of the cables of the cable network is jointly agreed on between the parties in the most appropriate way.

The customer is responsible for the ditches needed for the underground cables, their covering, fixing the surfacing, and other afterward work at the Target plot unless otherwise agreed on in writing.

Telia is responsible for connecting the spur network to the cable network. The Parties to the agreement jointly agree on the estimated time of connecting. Telia has the unilateral right to change the time of connecting for a justified reason by notifying the customer of it in advance and by giving the customer a new time of connecting at the same time.

The Customer is obliged to render the spur network at the Target and other equipment under the Customer's responsibility to the working condition according to the agreement before the Target is connected.

3. Ownership

The spur network at the Target is the property of the Customer. All the distribution amplifiers and access cables at the Target are owned by Telia, unless otherwise agreed on in writing.

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4. Customer's rights and obligations

If the Customer is not the owner of the Target, he must obtain the owner's written consent for concluding the Subscription agreement.

The Customer commits himself to being responsible for keeping the spur network of the Target in the condition required by the agreement, and to take care of at his own expense of the fixing, replacing, or rebuilding the spur network at the Target. When fixing or replacement work is performed, the valid orders by the authorities, general standards, installation instructions by manufacturers, and Telia's instructions must be followed.

The Customer is obliged, at no charge, to arrange for the necessary electrical power for the amplifier centres needed at the Target. In addition, the customer must arrange, without compensation, unrestricted access for Telia to the premises so that Telia can take care of the maintenance and servicing of the cable network.

The locking of the house main distribution frame and other telecommunications premises as well as the routes to them must be arranged so that the personnel of such telecommunication companies or contractors that provide network services to the property and who have the authorization granted by the property owner or holder, have access without delay to the house main distribution frame and other telecommunications premises, if need be. The house main distribution frame and other telecommunications premises as well as their locking must be arranged according to the orders of the Finnish Communications Regulatory Authority.

The Customer is obliged to take care of the fact that the Target spur network, or its part, or the equipment connected to the spur network in the flats, or the access cables do not cause interference to the services provided in the cable network.

At the customer's request, the Subscription can be transferred to another place provided that it is technically possible within the availability area of the Subscription. Telia will provide the Customer with a separate offer on building the Subscription and/or transferring it.

The Customer must inform Telia without delay in writing of the following changes relating to the Target: 1) change of facilities manager, 2) invoicing address, 3) ownership, 4) property or customer information, 5) number of flats.

5. Telia's rights and obligations

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

Telia is responsible for the maintenance and servicing of the cable network all the way to the output point of the distribution amplifier that feeds the spur network of the Target, unless otherwise agreed on in writing. As to Targets that have several distribution amplifiers in their spur networks, Telia is responsible for the maintenance and servicing of the distribution amplifiers it owns. As regards Targets that do not have a distribution amplifier (one-family houses), Telia is responsible for the maintenance and servicing of the cable network all the way to the output point of the access cable, unless otherwise agreed on in writing between the parties.

Telia is entitled to build and maintain, without payment, the necessary parts of the cable network at the Target. They can be added or changed, if need be, in case the use, servicing, or expanding the cable network that requires. Telia is entitled to build the cable network through the Target to other properties or similar targets, if it is appropriate that the adjacent or other near-by property or a similar target is this way connected to the cable network. Telia is responsible for the costs caused by such measures.

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On assignment by the Customer, Telia commits itself to locate and fix faults occurring in the spur network of the Target connected to the cable network. Telia is entitled to use subcontractors, if it so desires. The Customer is separately invoiced for the work and spare parts used for this.

Telia's obligations under this agreement do not apply to the equipment or access cables located in the flats and connected to spur network. Telia is not responsible for disturbances caused by a faulty device or access cable, the possibly resulting prevented usage, or the repair costs caused by them.

Telia is entitled to disconnect a faulty or inadequate spur network or a part thereof from the cable network without liability for damages, if its faults or inadequacy create substantial harm to the operation of the spur network, the operation of a cable network external to the spur network, or radio or other communications, and the Customer has not initiated immediate repair measures after Telia has notified the Customer of the matter.

Regardless of the termination of the validity of the agreement, Telia is entitled, without liability for damages, to leave the cable network parts placed during the validity period of the agreement in the area of the Target.

6. Charges

6.1 Subscription charge

The Customer pays the subscription charge according to the price list to Telia. If the payment basis changes, Telia is entitled to charge subscription charges to match the change that has taken place.

Telia invoices the subscription charge from the Customer after Home Fibre has been delivered. Delivery refers the point in time when the Customer's spur network has been connected to Telia's cable network.

6.2 Basic charge

The subscriber must regularly settle the basic charge according to the price list valid at any one time for be-

longing to the cable network. Unless otherwise agreed on, the basic charge is settled annually against an invoice in advance. The invoice must be settled on the due date marked on the invoice, at the latest. Telia does not inform the due date of the next invoice in connection with the invoice.

6.3 Other payment terms and conditions

The closing of the service does not cancel the obligation to settle the payments as disclosed in the valid agreement. The charge according to the price list will be charged for the re-activation of the service.

7 Validity of the agreement and other terms

The 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. Telia has a right to give notice on the company's indefinite agreement in accordance with Telia's General Delivery Terms for Business Customers concerning Services. Agreements concluded by business customers must be terminated in writing. The agreement cannot be terminated in part, for example with respect to individual flats.

If the Customer cancels the agreement before the connection is made, the agreement ends immediately without the notice period. In such a case, the Customer must, however, settle the subscription charge.

Regardless of the cancellation or termination of this agreement for whatever reason, Telia has no obligation to refund to the customer the subscription charge he has paid to Telia.

In addition, Telia's general delivery terms for consumer customers or business customers concerning services are applied to the agreement.