

Annex 6
Confidential

ANNEX 6 – Navigil General Terms and Conditions of Communication Services for Consumer Customers

Annex 6 Confidential

1. Definitions and scope of applications

For the purposes of this agreement, the following terms shall have the meanings defined below:

"Customer" means a consumer customer who enters into an agreement with Navigil on the use of the service and who acquires the service primarily for a purpose other than gainful activity.

"User" means a person who uses the Service. The user may be a person other than the party to the agreement.

"Navigil" means Navigil Ltd., business-id: 2374600-8, Karaportti 5, 02610 Espoo.

"Agreement" means an agreement concluded by and between the customer and Navigil or its partner on a service or service package.

"Service" means communication services or tracking services included in the offering of Navigil at any given time.

"Communication" service refers to the transmission, distribution, and provision of messages in a communication network used by Navigil. Tracking services are not communication services.

"Data Terminal Equipment" means a tracking device or a personal tracking device by Navigil or its partner at any given time.

"Communication network" means a system of interconnected conductors and hardware that is intended for transmission or distribution of messages.

"Subscriber connection" refers to a connection point or interface through which an in-house network or a terminal communication device under the customer's control is connected to the network of a communications operator provided by Navigil's partner in order to allow the customer to use the communication service.

"Telephone subscriber connection" means mobile communication subscriber connection.

These general terms and conditions shall be applicable to the services provided to consumer customers by Navigil or its partner or other companies belonging to the same group of companies.

2. Entering into the agreement

2.1 Entry into force of the agreement

The communication service agreement shall be in writing. The agreement may also be executed electronically, providing that agreement content cannot be unilaterally modified and that the agreement remains accessible to both parties. Entry into force of the agreement may also require the customer to place a deposit or security. The agreement enters into force upon the communications operator's acceptance of the order, placed by the customer, through activation of the Service, for instance.

3. Supply of the Service

3.1 Delivery and date of delivery

Navigil or its partner shall supply the communications service pursuant to the agreement or other covenant. The customer and Navigil shall agree upon the date of delivery or the latest date of delivery. Navigil shall deliver the supply of the communications service on the date of delivery at the latest.

3.2 Customer's duty of collaboration and preconditions of delivery

The customer shall collaborate in the supply of the communications service and organize procurement and installation of all hardware and similar items under the customer's control.

The supply is considered to have been delivered when Navigil completes, for its part, the measures required for activation and deployment of the communications service.

3.3 Identifiers, change thereof, and portability of telephone number

Navigil has the right to determine the identifiers issued for the use of the customer, such as the usernames, IP addresses, numbers, and other similar identifiers.

Navigil has the right to change the identification data delivered to the customer where required by law or regulation by public authority, or due to the communication network, the customer, supply of the service, data security, or a similar reason. Navigil shall report a change in the identifier no later than two (2) Months before entry into effect of the change.

Navigil has the right to assign the identifier to the use of a third party after termination of the agreement of the customer. The customer shall not have right to the identifiers after termination of the agreement. The customer has not the right to have the telephone number ported to another carrier during the term of the agreement or after the termination of the agreement, but the telephone number shall be returned to Navigil after the termination of the agreement.

4. Service use

4.1 Right to use the service

The customer has the right to use the service of Navigil as specified under the agreement, general terms and conditions and user guidelines. Navigil and its partner shall ensure that the communications network and services allow the customer to use the service in the agreed.

The intellectual property rights to the services and products of Navigil shall be the property of Navigil or a third party, such as the software owner. Navigil shall grant the customer a restricted license, for the term of the agreement, to the communications service and digital software versions and documentation supplied under the agreement. Use of the communications service, and the hardware, software, documentation, other content and data, and the licence thereto delivered in connection with the service, is allowed only for the intended purpose in compliance with the guidelines issued by Navigil or a third party, such as the software owner.

The customer may not, without Navigil's prior consent in writing, copy, convert, or modify the documentation or software, or disclose or deliver it to a third party, except where required by peremptory law. Upon expiry of the licence, the customer shall, at the request of Navigil, return or erase or otherwise destroy at its expense all original content and data delivered, and any copies thereof that may have been produced, that are in the possession of the customer. Said content and data delivered include, for example, software, manuals, and the installed and/or otherwise produced copies.

Navigil shall not be liable for any limitation to service use that may be imposed abroad. Detailed information is available on the website and at the customer Service of Navigil.

Use of the service may not cause unreasonable load or other harm or disturbance to Navigil or its partner, operation of the public communication network, other users of the communication network, or a third party. The customer shall immediately disconnect from the communication network any hardware or software that is causing disturbance to the operation of the network or the service. Where the customer knowingly uses, in disregard of Navigil notice, hardware or software, which is defective or may cause disturbance, the customer shall be liable for any damage caused thereby to Navigil or a third party and for the costs incurred through locating the defect. In the case of harm or disturbance, Navigil has the right to disconnect said hardware and software from the network without prior consultation with the customer. Navigil further has the right to restrict traffic volume in the communication network, suspend service use, disconnect the subscriber connection, and take any other

Annex 6 Confidential

necessary action required to secure network traffic, operation of the services, data security, or availability.

The customer may not exploit the service as part of the customer's own service, product, or other gainful activity. The customer may not sell to a third party the service supplied by Navigil, route third-party traffic through the service, or otherwise distribute the service to a third party. Using the service primarily for routing calls between networks is not permitted. Unless specifically agreed to the contrary with Navigil, the customer may not in connection with service use servers, or install in the network servers, to which a connection can be established over the network. Using the service by means of an automatic mailing system is not permitted irrespective of whether the intended purpose is direct marketing or otherwise.

4.2 Liability for service use

Navigil shall be liable for the service offered and supplied under the agreement. Navigil is not responsible for any content acquired through or by means of the service, or the operation or availability thereof, or the customer's right to use said content, except where supplied by Navigil.

The customer shall ensure that the content ordered, procured, or delivered by the customer, or the customer's service use, does not cause disturbance to the network or other users, jeopardize data security or service availability, or violate the rights of Navigil or a third-party, common decency, laws or regulations, or decisions by a public authority.

Navigil has the right to block service use or disconnect the subscriber connection in the case where Navigil, public authority, or a third party demonstrates that the customer has acquired, delivered or transmitted, or otherwise made available through or by means of the service, said harmful content, or that the service has been used in violation of the terms and conditions herein. Navigil further has the right to take any action that may be required and to claim damages from the customer for the damage incurred though a contractual breach.

The customer has the right to authorize a third-party to use the subscriber connection but the customer is fully liable for said third-party use of the subscriber connection, liabilities of the terms and conditions and costs under the agreement.

The customer shall use the service at its own risk.

The customer shall exercise special care in using the service. The customer shall exercise particular care in the safekeeping, protection, and use of the subscriber connection. The customer shall ensure that the smart cards (e.g., SIM or program card) and hardware are protected with identifiers (e.g., username, password, PIN code, security code) and that the identifiers are not disclosed to a third party. In the event that the terminal device, identifier, or smart card is lost or stolen, the customer shall notify the customer service of Navigil immediately.

4.3 Unauthorised use of communication service

Unauthorised use of communication service refers to a situation where a third party, without the customer's consent, uses the customer's communication service or uses it for subscribing to content or value added services. Notwithstanding the customer's prima facie liability for service use, the customer shall be liable for unauthorised use only where said unauthorised use is due to the customer's other than slight negligence. The customer shall not be liable for any unauthorised use of communication service after having notified Navigil of the unauthorised use or loss of the terminal device. Exemption from liability requires the customer to submit a notification forthwith to the customer Service via telephone during office hours or at the telephone number of the 24-hour loss reporting service, available on the website and in the Agreement. Navigil has the right to deactivate the communication service and block the use of the terminal device immediately upon receipt of the notification.

Navigil may request the customer to deliver a copy of the police report filed or of the pre-investigation protocol to assess potential contributory negligence.

4.4 Service quality and features

Navigil or its partner shall specify the core quality and features of the service being offered in a service description or other similar agreement document to be delivered to the customer.

4.5 Main factors influencing operation of the service

Shadow zones, local or temporary traffic disruption, loss of capacity, or slowdown may occur in the operation of the service due to the inherent properties of radio-wave technology, data transmission, and public communication networks. The service area and operation of the services are affected by, for example, the terminal device used by the customer and the condition thereof, prevailing weather conditions, the shape of the terrain, buildings, and structures, and maintenance operations. The services and related software may contain minor technical flaws that do not have a substantial impact on the use of the services or software. For these reasons, Navigil is not able to warrant uninterrupted operation of the services throughout the network's service area (see 5.2 Service defect).

Navigil has the right to determine the spatial service area of the network and the network features. The spatial service area of the network depends, to a certain extent, on network loads, and the coverage is not static at all times. Navigil may optimize certain parts and functions of the network to enhance overall service area, and this may cause local variations in the service area. Where the service area will be reduced in a fundamental and permanent way at the customer's place of domicile, Navigil shall notify, using an appropriate method, the affected customers in good time in advance of the change. Where the deterioration of the operation of the service at the customer's place of domicile is permanent and greater than minor, the customer has the right to give notice to terminate the agreement without a period of notice.

Navigil has the right to conduct measurements and to control data traffic to prevent network overloads, and this may influence service quality (Service defect, see 5.2). Navigil has the right to make changes to the services and the smart card, e.g., SIM technology that have a minor impact on the use of the services but not, however, on the core content of the agreement (see 11). Navigil can send over the communication network, to the customer's terminal device, settings that the customer may choose to install, designed to make use of the subscriber connection more straightforward.

4.6 Data security in the communication network

Navigil is responsible for the data security of its communication network and for the data security services being supplied. Navigil shall not be liable for any disturbance that may occur on the public Internet network or for any other factor beyond Navigil's control that may hamper service use.

Navigil may take action to prevent data security breaches and to eliminate anomalies targeted at data security, where such measures are necessary to secure the operation of the communication network or network availability, or to secure the message recipient's connection access. These actions include, for example, blocking message transmission and reception, and eliminating malware in a message that threatens data security. Navigil shall seize the measures in proportion to the severity of the incident being prevented and shall stop the measures immediately upon removal of the grounds for their implementation. Navigil shall inform the customer of the data security threats, protection methods, and effective impact on the website or through another appropriate channel.

4.7 Use of the subscriber connection in the border areas of Finland

Annex 6 Confidential

In the border areas within the borders of Finland, a terminal device set to automatic roaming will log on to the strongest signal. Navigil shall provide the customer with guidelines on how to use the subscriber connection in the border areas. The customer shall be liable for the roaming charges only where the customer fails to adhere to the guidelines issued by Navigil.

5. Service delay, service defect, and damages

5.1 Delay and the customer's right to standard compensation or damages

The delivery of the communication service is considered to be delayed in a case where the service is not delivered on the agreed date for a reason not due to the Customer or under the customer's control. Where no date of delivery is agreed on, the delivery is considered to be delayed in a case where the service is not delivered within a reasonable time of execution of the agreement.

The customer is entitled to standard compensation for a communication service delay. The amount of the compensation for each beginning week, as well as the maximum amount, is laid down in the Communications Market Act. The customer is not entitled to standard compensation where Navigil or a partner employed by Navigil demonstrates that the delay is due to a reason beyond its control, which it cannot reasonably be expected to have considered at the time of entering into the agreement, and the consequences of which it could not have avoided or overcome using reasonable effort. These reasons include, for example, force majeure; a delay due to the customer's action, negligent act, or omission; or a deficiency in the terminal device or in-house network.

The Customer is entitled to damages for a delay only to the extent that the loss exceeds the amount of the standard compensation.

5.2 Communication service defect, remedying of defect, discount, and standard compensation

Defect

The communication service is considered to contain a defect where the quality or delivery method of the service does not comply with the agreement. In the case of a defect, the customer has a primary right to request that the defect be remedied and a secondary right to a discount or, in the case of service interruption, to standard compensation. In all cases, the customer also has the right to damages.

Circumstances considered not to constitute a defect

In addition to the provision under section 5.7, none of the following are considered to constitute a defect under the agreement:

- a service defect due to an act or omission by the customer or a third party using the service or due to a reason under the control of the customer or the third party;
- a service defect due to the deficient operating condition of the terminal device or in-house network, or temporary service outage of short duration.

The supplier is not able to warrant uninterrupted operation of communication services, because temporary outages and disturbances are part of the nature of the services. Hence, the communication service is not defective when the operation, despite disruptions, corresponds to the operation of similar communication services in general. Shadow zones, local or temporary data traffic disruptions, or loss of speed may occur in the operation of the services, because of radio-wave technology, data transmission, the inherent features of communication networks, network load, or nuisance traffic, for example. Message transmission and data traffic filtering or blocking may temporarily fail.

The services and related software may contain minor

technical flaws that do not have a substantial impact on the use of the services or software. The Internet may also cause disturbances in the operation of the services and hardware. Navigil is not able to warrant that all the features of the customer's terminal device will operate in Navigil's communication network.

Remedy

The customer has the primary right to demand that Navigil remedy the defect or make a new delivery. Navigil is not obliged, however, to remedy the defect where Navigil would incur unreasonable costs or inconvenience thereby. Unreasonableness is assessed by taking into account the significance of the defect, the value of the performance under the agreement, and whether the defect can be remedied in any other way that would not cause unreasonable inconvenience to the customer.

Navigil has the right to remedy the defect at its own cost. The customer is allowed to deny remedying the defect where the remedy would cause substantial inconvenience. The customer may also deny the remedying of the defect in a case where there is a risk that the costs incurred by the customer will not be compensated for, or where the customer has an especially weighty reason for the denial.

Discount and standard compensation

The customer is entitled to a discount corresponding to the defect in a case where a remedy or new delivery is not feasible or has not been performed within a reasonable time of the defect notification. The customer is entitled to standard compensation for a communication service interruption instead of a discount. The amount of the standard compensation for each beginning week, as well as the maximum amount, is laid down in the Communications Market Act. The customer is not entitled to a discount for the same interruption for which the customer is awarded standard compensation.

5.3 Damages and loss containment measures

Navigil shall be liable for any direct damage caused to the customer by a delay or defect, as demonstrated by the customer. Navigil shall be liable for any indirect damage, such as substantial loss of use or loss of income, only where the loss is due to Navigil's negligence in the performance of the agreement. The customer shall demonstrate the loss incurred. Navigil shall not be liable for any indirect damage incurred in the course of private use or for any loss due to an act or omission by the customer or the party using the service. No compensation is awarded for inconvenience alone due to a loss event.

In the event that a loss occurs or becomes imminent, the customer shall, to prevent further damage, take all action that may be reasonably expected from the customer to prevent or contain the loss. In a case where the customer does not take said reasonable action to prevent or contain the loss, the customer shall be liable for a portion of the damage incurred through the failure to act.

Navigil shall not be liable for the operation of another communications operator or communication service provider or for any damage caused by them, unless said operator or service provider is Navigil's subcontractor or Navigil has otherwise assumed such liability, on behalf of its partners, for example.

5.4 Submission of a delay or defect notice

The customer shall, to invoke a defect, inform Navigil within a reasonable time after the defect was, or should have been, discovered. The customer shall invoke a delay within a reasonable time after the delivery of the service. Reasonable time is assessed by taking into account, for example, the circumstance of the particular case and the customer's skills.

The customer also has the right to invoke a delay or defect at a later date in a case where Navigil has acted with gross negligence or deceitfully, or the communication service does not comply with statutory requirements or the Regulation of

Annex 6

Confidential

the Finnish Communications Regulatory Authority.

5.5 Service defect and defect in hardware

A defect in hardware and in a service other than communication service shall be determined pursuant to the Consumer Protection Act.

5.6 Force Majeure

Navigil shall be exempt from the contractual obligation and liability for damage in a case where the non-performance or delay under the agreement is due to force majeure. Force majeure refers to an event or circumstance beyond the control of Navigil which it could not have considered at the time of entering into the agreement. Force majeure may be, for example, network maintenance and building work necessitated by extraordinary weather conditions, a declared national emergency, labour dispute, fire, act of God, discontinuation of energy distribution, laws and regulations, orders by a public authority, equipment or soil construction damage due to a third party, or any other similar loss, and a delivery failure, defect, or delay by Navigil's contractor caused by any of the above.

Where performance under the agreement is delayed or impossible due to a reason referred to above, the time reserved for the performance is extended by such time that may be considered reasonable under the circumstances.

The customer shall be exempt from discharging the duties and obligations under the agreement in the case of force majeure, which may be, for example, a declared national emergency, fire, act of God, discontinuation of payment transfer traffic, or regulation or decision by a public authority.

5.7 Network building and maintenance work

Navigil may, without the customer's consent, temporarily suspend supply of the services or restrict service use whenever necessary for a reason related to network building or maintenance work or data security. These reasons include, for example, expansion of the communication network, maintenance of relay stations or service operator systems, and prevention of denial-of-access attacks. Navigil shall endeavour to implement any outage at such time that will cause minimum inconvenience to the customer, and shall inform the customer thereof, where feasible. Said outage is not considered to constitute a defect in the supply of a communication service or other service. In a case where the use of the subscriber connection is interrupted for a minimum duration of 48 hours in a calendar month, Navigil shall, at the customer's request, refund the basic fee on the subscription for the month in question. The customer is not entitled to a refund for an interruption due to an act of God or any other force majeure event or circumstance. Navigil shall further demonstrate that, using reasonable effort, it could not have been able to remedy the failure within 48 hours. The customer is not entitled to a refund for a failure caused through negligence by the customer or third party using the subscriber connection, or through the deficient operating condition of the terminal device or in-house network.

6. Limitation of service use or disconnection

Disconnection of the subscriber connection refers to the blocking of all services available using the subscriber connection. Usage limitation of the subscriber connection refers to the blocking of one or more services available using the subscriber connection. Use of the telephone subscriber connection can be limited, for example, by allowing the customer only to receive calls.

Navigil's obligation

Where requested, Navigil is obliged to disconnect the subscriber connection or block the use of the telephone in a case where the customer, user of the connection, the police, insurance company, or another communications operator reports that the terminal device, subscription card, or

identifier allowing access to service use has been lost or stolen.

Navigil's rights

Navigil has the right to disconnect the subscriber connection, deactivate a service, or restrict the use thereof, where:

1. the customer does not pay a due invoice for the subscriber connection within two (2) weeks of sending a past due notice,
2. the customer does not pay a due invoice for tracking services within two (2) weeks of sending a past due notice; in this case the subscriber connection is not disconnected, but the use of said services is deactivated or restricted,
3. the police or another competent authority demand disconnection or deactivation,
4. the customer has been declared bankrupt by a court of law, or declared insolvent by a public authority, and the customer does not place the reasonable security requested,
5. the customer is indicted of disrupting communications using the subscriber connection, or
6. the customer does not, in disregard of notice, adhere to the other terms and conditions of the agreement.

Navigil has the right, on the above grounds, to block the use of a communication service through the subscriber connection at the request of another communications operator that uses the subscriber connection for the supply of communication services or that invoices for the services through Navigil, or where Navigil making the request is not able to block the use of the communication service itself.

Navigil will not disconnect the subscriber connection, where:

1. the total amount of outstanding communication service payments does not exceed EUR 50, or the overdue payment pertains to the use of an additional or content service. In this case, the communications operator is allowed to restrict or block the use of the additional or content service,
2. the customer demonstrates that the payment failure is due to sickness, unemployment or similar reason, and the due payment will be paid within one (one) month of sending a past due notice, or
3. the customer submits an invoice complaint on the invoice, with associated reasons, and the undisputable portion of the invoice is paid by the due date.

The customer shall pay the fees under the agreement, such as the basic fee and due user fee, notwithstanding disconnection of the subscriber connection or deactivation or restriction of service use for a reason covered by the customer or Navigil's obligation.

7. Maintenance and servicing

Navigil is responsible for maintaining the communication network and services so that the agreed service is available to the customer. Navigil is responsible for the communication network and the services supplied. During repair and maintenance operations, disruptions, and disturbances of short duration may occur in the service, which are not considered to constitute a defect or delay. Navigil shall repair the failures within regular working hours. Failure notices are received at the failure reporting telephone number available on the website and at the customer service of Navigil.

The customer is not allowed, without Navigil's consent, to modify, repair, or service the subscriber connection or service. The customer is responsible for the terminal device, and other hardware, except where it is agreed to the contrary.

8. Payments

8.1 Price list and fees

The customer shall pay to Navigil the service fees agreed to separately or the fees applicable to the service under the price

Annex 6 Confidential

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 authorizes a third party to use the subscriber connection. Navigil has the right to determine the fees, due dates, invoicing periods, payment methods, and invoice delivery methods unless otherwise required by law. The fees can be collected either in advance or in arrears, as per agreement on the payment term.

Service use abroad (such as calls, text and multimedia messages, and other data transmission) will be charged according to Navigil's roaming price list in effect. Further information is available on the website. Navigil has the right to revise the fees and invoicing bases under the procedure applicable to the amendment and according to the terms and conditions therein (see 11).

8.2 Invoicing

The invoice shall be paid on the due date at the latest, using the information on the invoice. The invoice complaint shall be submitted in writing before the due date and the undisputable portion of the invoice shall be paid by the due date. Navigil has the right to charge penalty interest under the Finnish Interest Act on the payment delay and, for a past due notice, a fee applicable to the past due notice under the price list. The communications company further has the right to recover reasonable collection costs incurred because of delayed payment.

Navigil or its partner shall send the invoice to the invoicing address notified by the customer. The customer shall notify Navigil or its partner immediately of a change in the customer's name or invoicing address. The payments methods available and the related costs are presented in the price list.

The customer or user is entitled, by law, to telephone bill itemization and to subscriber connection-specific itemization.

9. Processing of customer information

9.1 Processing of customer information and identification data

Navigil is allowed to process customer's personal data for the purposes of customer relationship management, service development, and marketing in a way described in Navigil's Privacy Policy in effect at any given time. Navigil's Privacy Policy is available on the website of Navigil.

The customer has the right to deny Navigil disclosure of the customer's information for the purposes of direct advertising, distance selling, or other direct marketing, address enquiries service, or marketing or opinion surveys. Electronic direct marketing operations usually require the customer's prior consent in writing.

9.2 Processing of Anonymized Data

Navigil shall have the right to use, exploit, modify, amend and reproduce anonymized Personal Data ("Anonymized Data") for its business purposes, including but not limited to the development, enhancement and modification of Services or equivalent services. Customer acknowledges that Anonymized Data shall not be considered as Personal Data.

10. Assignment of the agreement

The customer is not entitled to assign the agreement to a third party without Navigil's prior consent in writing.

Navigil has the right to assign the agreement, in full or in part, within Navigil's group of companies or to a third party to whom the business to which the agreement pertains is assigned. Assigning Navigil or the assignee entity shall inform the customer of the assignment of business in good time in advance of the assignment coming into effect.

Navigil has the right to assign the receivables from the agreement to a third party. After having been notified of the assignment of receivables, the customer can make a valid

payment only to the assignee.

11. Amendment of the terms and conditions of the agreement

11.1 Amendment of the terms and conditions, services and fees

Navigil has the right to amend the terms and conditions, service features, and fees in a way that is not detrimental to the customer.

Navigil has the right to amend, to the detriment of the customer, the terms and conditions of a communication service agreement that is valid until further notice, and associated service features and fees in a way that does not change substantially the content of the agreement as a whole in a case where the amendment is due to:

- reorganization or alignment of contractual, pricing, or customer service arrangements, such as business entity and business operation arrangements;
- changes in key production costs or cost structure;
- changes due to services provided by a third party, such as termination or amendment of a service supply contract;
- Navigil discontinuing production of a service or feature;
- changes in network interconnect traffic procedure;
- development or modernization of services or communication networks, such as replacing obsolete technology;
- protection or enhancement of the protection of privacy or financial security of customer or customer group;
- technical system upgrades;
- significant and unexpected changes in traffic volume or structure;
- substantial and permanent changes in the market situation or service demand; or
- securing the continuity of operation or the assurance of service level, such as preparing for exceptional circumstances, or maintenance, development, or modification of data protection or data security.

Navigil is allowed to amend the section(s) affected directly or indirectly by the underlying reason for the amendment. Furthermore, Navigil has the right to amend, to the detriment of the customer, the terms and conditions of an agreement valid until further notice and the associated service features and fees for a reason related to a substantial change in the circumstances.

Navigil has the right to amend, to the detriment of the customer, the terms and conditions of a fixed-term agreement and the associated service features and fees also in a case where the underlying reason for the amendment is related to an amendment of law or regulation, or to a decision by a public authority, such as a revision of taxes or other public fees and charges that has an impact on the agreed service price.

Navigil further has the right to amend the terms and conditions, services, and fees in a minor way that has no impact on the core content of the agreement. These amendments include, for example, measures influencing the technology used in the services or the visual appearance of the service.

11.2 Notification of the amendment of the terms and conditions, services and fees, and the consequences thereof

Navigil shall notify the customer of an amendment made to the detriment of the customer in the terms and conditions of the communication services agreement or the services or fees, the grounds thereof, and the Customer's right to give

Annex 6 Confidential

notice to terminate the agreement, no later than one month before the amendment enters into effect in writing (e.g., in connection with an invoice), electronically or via e-mail. Where the amendment is based on an amendment of a law or regulation, or a decision by a public authority, Navigil has the right to implement the amendment simultaneously with the entry into force of the amendment of the law or regulation or decision by a public authority. Navigil shall notify the customer of an amendment made to the benefit of the customer, or an amendment pertaining to a service other than a communication service, in each case separately and in an appropriate and effective way.

The customer has the right to give notice, within one (1) month of having been notified of the amendment and in no event later than three (3) months after the entry into effect of the amendment, to terminate the agreement with immediate effect for the part of the service affected by the amendment. The new terms and conditions shall be applicable to the communication service as of the entry into effect thereof, unless the customer gives notice to terminate the agreement with immediate effect within one (1) month of having been notified of the amendment.

The customer does not have the right to give notice in a case where the amendment is made to the benefit of the customer.

12. Termination of the agreement

12.1 Termination by way of notice

Unless agreed to the contrary, the contract shall be valid until further notice. The customer has the right to give notice, either orally or in writing, to terminate a communication service agreement after expiry of a two-week (2) period of notice. Navigil shall send the customer a written confirmation of the termination by way of notice. The customer has the right to give notice to terminate an agreement other a communication service agreement after the expiry of a one month (1) period of notice.

A fixed-term agreement cannot be terminated by way of notice during the term of the agreement. The customer nevertheless has the right to give notice to terminate a fixed-term agreement after the expiry of a two-week (2) period of notice in a case where the customer experiences difficulty in payment due to sickness, unemployment, or a similar reason beyond the customer's control, or where continuation of the contractual relationship would otherwise be unreasonable in consideration of the customer's circumstances.

Navigil has the right to give notice to terminate an agreement that is valid until further notice after the expiry of a one-month (1) period of notice, unless otherwise required by peremptory law. For discontinuation of service production, see 12.4.

12.2 Revocation

The customer has the right to revoke the agreement on the grounds of a defect or delay due to Navigil in a case where the breach of agreement is substantial. Revocation of the agreement can pertain only to the service affected by the defect or delay.

Navigil has the right to revoke an agreement for a telephone subscriber connection by notifying the customer in advance in a case where:

- the telephone subscriber connection has been disconnected for a reason other the customer's request (see 6.1) for a minimum duration of one (1) month and the reason for disconnection has not been eliminated, or
- the customer has been sentenced for disrupting communications using a telephone subscriber connection

The revocation notice by Navigil shall be in writing.

12.3 Recovery of equipment and refunds upon termination of the agreement

The customer shall return, upon termination of the agreement, the devices owned by Navigil or its partner and other property subject to licence, in the same condition as at the moment of delivery, allowing for normal wear and tear.

12.4 Discontinuation of service production

Navigil has the right to discontinue production of a service or service feature included under an agreement that is valid until further notice or a fixedterm agreement. The customer has the right to give notice to terminate an agreement with immediate effect in a case where the discontinuation is to the detriment of the customer.

In the case of a substantial change, Navigil shall give notice to terminate the agreement by notifying the customer in a reasonable time in advance of, and in any event no later than one month before, termination.

13. Disputes

The customer shall bring action against Navigil either before the District Court of the customer's domicile or before the District Court of Navigil's registered domicile. Navigil shall bring action against the customer before the District Court of the customer's domicile. The customer also has the right to refer a dispute arising from this agreement to the Consumer Disputes Board. The decisions issued by the Consumer Disputes Board are recommendations only.

14. Validity of the terms and conditions

These terms and conditions are effective until further notice starting from January 1st 2020. The terms and conditions are available free of cost from Navigil.