

Roaming services fair use policy of Telia Eesti AS

I General information

Roaming services fair use policy (hereinafter “Terms and Conditions”) have been established in accordance with the European Union’s regulation on roaming¹.

The Terms and Conditions are necessary to prevent abusive or anomalous usage of roaming services provided to the Client by Telia with Estonian prices and conditions (hereinafter Domestic terms) in other countries of the European Economic Area (hereinafter European Union or EU)² that occurs when roaming services are used for other purposes than that of ordinary travelling (for example if the Client uses those services permanently in other countries of the EU).

The Terms and Conditions apply to all mobile communications service contracts (including Pre-Paid Cards) under which Telia is providing the Client roaming services in the EU countries under Domestic terms.

The mobile communications service contracts containing alternative roaming offers/tariffs may be subject to principles that differ from the ones given in the Terms and Conditions which are in that case presented in the Telia’s offer, contract, terms and conditions or in some other document.

In case of matters not regulated in the Terms and Conditions, Telia and the Client shall be guided by the General Terms and Conditions of Telia, the mobile communications service contract and the European Union’s regulation on roaming.

In order to implement the Terms and Conditions, Telia process necessary Client data according to the General Terms and Conditions and the Data Usage Principles of Telia.

II Measures for preventing the abusive and anomalous use of roaming services

2.1 The requirement for the Client to have a stable link with Estonia

To prevent abusive and anomalous use of roaming services in the EU countries under the Domestic terms, at the request of Telia, the Client is required to prove that he/she have a permanent residence or place or operation in Estonia or other stable link with Estonia (hereinafter “Stable link with Estonia”).

This proof can, for example, include documents proving the residence or place or operation of that person in Estonia, a permanent residence permit, postal address or address for bills of other services used in Estonia, documents proving working or studying in Estonia, documents proving paying taxes in Estonia or other documents accepted by Telia.

Telia has the right to refuse concluding the mobile communications service contract, or the contract shall not be enforced if the person has submitted incorrect data upon signing the contract or has refused to present the necessary data.

¹ Regulation (EU) No 531/2012 of the European Parliament and of the Council of 13 June 2012 on roaming on public mobile communications networks within the Union and Regulation (EU) No 2015/2120 of the European Parliament and of the Council of 25 November 2015 laying down measures concerning open internet access and amending Directive 2002/22/EC on universal service and users’ rights relating to electronic communications networks and services and Regulation (EU) No 531/2012 on roaming on public mobile communications networks within the Union, and the Commission Implementing Regulation (EU) No 2016/2286 of 15 December 2016, inter alia, laying down detailed rules on the application of fair use policy.

² The countries of the European Economic Area, including the Member States of the European Union and other countries where the roaming regulation applies: Austria, Belgium, Bulgaria, Spain, the Netherlands, Croatia, Ireland, Iceland, Italy, Greece, Cyprus, Lithuania, Liechtenstein, Luxembourg, Latvia, Malta, Norway, Poland, Portugal, France, Sweden, Romania, Germany, Slovakia, Slovenia, Finland, Great Britain, Denmark, Czech Republic, Hungary, Gibraltar, Guadeloupe, Martinique, Mayotte, French Guiana, Reunion, Saint Martin, San Marino, Vatican City, except in the networks of satellite communications transmitted in the territory of these countries.

Telia has the right to request documents proving Stable link with Estonia from Clients who have signed the mobile communications contract before 15 June 2017 in case the Client's use of mobile communications services in the EU countries indicates to abusive or anomalous use that probably is not related to ordinary travelling.

If the Client cannot prove their Stable link with Estonia or has presented incorrect data, Telia has right to apply roaming surcharges for roaming services used in the EU countries by the Client³.

2.2 Monitoring of mobile communications services

With the aim of discovering and preventing the abusive or anomalous use of roaming services under the Domestic terms in the EU countries, Telia may monitor the Client's mobile communications-related data.

In order to use roaming services under the Domestic terms in the EU countries, the Client's usage of mobile communications services has to comply with the following criteria:

2a) The Client uses the mobile communications services primarily in Estonia;

The Client/Client's SIM card has been in Estonia at least for four (4) consecutive months for over 50% of the time (in Telia's mobile communications network i.e in domestic network) and/or over 50% of Client's use of mobile communications services (voice, SMS messages and mobile data usage together or each service separately) has taken place in Estonia (i.e in domestic network).

2b) The Client's SIM card has been in active use in Estonia;

The usage of SIM card is considered passive if the Client has not used the SIM card in Estonia during a certain period for making and receiving calls, sending SMS messages or using mobile data or if the use has been minimal and the active use takes place in the EU countries while roaming.

2c) The Client shall not use multiple subscriptions (i.e. Telia's SIM cards) sequentially to use roaming services under Domestic terms in the EU countries.

2.2.1 Sending a warning message to the Client

If it is evident from the four (4) months of monitoring of the Client's mobile communication services-related data that the Client is using the mobile communication services most of the time (that is over 50% of the time) in some other EU country not Estonia (see clause 2a) or if some other aforementioned criterion (see clauses 2b and 2c) indicating the abusive or anomalous usage of roaming services appears, Telia will send the Client a warning message via SMS. In the warning message, Telia will notify the Client that if the detected behaviour pattern does not change within at least fourteen (14) calendar days (for example, if the particular SIM card does not log on to the domestic(Estonian) network), Telia has the right to apply roaming surcharges from the date of sending the warning message.

Within fourteen (14) calendar days of receiving the warning message, the Client has the right to send Telia via a letter or e-mail an explanation why the Client's usage of mobile communication services takes place mostly while roaming in other EU countries and not in Estonia (for example, whether inadvertent roaming in border regions of Estonia takes place or the Client is frontier worker or if there are any other objective reasons for this) and Telia will resolve the issue by taking into account the circumstances of the specific case.

Telia has the right to use the measures presented in clause 2.2 and apply roaming surcharges irrespective of whether the Client has proven their Stable link with Estonia or not.

If the Client's usage of mobile communications services will return to the state described in clause 2.2 (i.e the Client's usage no longer indicates a risk of abusive or anomalous use of roaming services), Telia will cease to apply the roaming surcharges.

³ charges that cannot exceed the regulated maximum wholesale prices of the roaming services established in the EU regulation on roaming ⁴.

2.3 Prohibition of resale of Telia's SIM cards

According to clauses 6.2.9–6.2.11 of the General Terms and Conditions of Telia, the reselling of Telia's SIM cards is a forbidden activity that is considerable as a significant violation of the mobile communications contract in case of which Telia has the right to unilaterally limit the provision of mobile communications services to the Client.

If Telia establishes that SIM cards have been the object of organised resale to persons who neither normally reside in Estonia nor have Stable link with Estonia, Telia has the right to immediately take measures that Telia has enforced to prevent the abusive or anomalous usage of (communications) services.

III EU data allowance

3.1 Open data bundles

Within the meaning of the Terms and Conditions, the following tariff plans are considered to be an open data bundles:

- 1) if the monthly fee of the plan includes using one or more mobile communications services in an unlimited volume;
- 2) if domestic mobile data unit price, which is derived by dividing its monthly fee (excluding VAT) by the data volume of this plan, is lower than the regulated maximum wholesale price of the mobile data⁴;
- 3) if the Client uses prepaid SIM card, where mobile communications services are bundled;
- 4) if mobile data communications speed is limited once it reaches the monthly data allowance but which the Client can still use with reduced speed.

Using Telia's open data bundle, the Client, when roaming whilst regular travelling in the EU countries, can, during one billing period, use the data allowance under the Domestic terms, which will be derived according to the following formula (hereinafter "EU data allowance"):

The monthly fee of the plan (excluding VAT) / applicable mobile data wholesale price (GB)⁴ x 2

For example: In case of a mobile data package of 6 GB with a monthly fee of 12.49 €, the maximum amount of data allowance used with the Domestic terms when roaming in the EU countries is 3.24 GB.

Once the wholesale price⁴ decreases, the EU data allowance will increase accordingly.

If the open data bundle monthly allowance is smaller than the EU data allowance calculated according to the aforementioned formula, the entire monthly allowance of this plan can, during the billing period, be used for roaming in the EU countries with the Domestic terms applied to it.

If the open data bundle allowance of the Client is reached during the billing period, but their EU data allowance is entirely unused, the Client, when roaming, may order additional allowance (*in Estonian: Lisamaht*) with domestic prices and use it until the EU data allowance is reached or until the end of respective billing period if it arrives sooner.

If the Client changes their (data)package during the billing period, the data roaming allowance used up to that point and counted into the EU data allowance will be transferred to the accounting of the EU data allowance of the new package. If this results in a higher or equal use of data allowance when

⁴ 7.70 €/GB until 31 December 2017, 6.00 €/GB from 1 January–31 January 2018, 4.50 €/GB from 1 January–31 December 2019, 3.50 €/GB from 1 January–31 December 2020, 3.00 €/GB from 1 January–31 December 2021 and 2.50 €/GB from 1 January–31 December 2022.

roaming in the EU countries during the billing period than is the EU data allowance, Telia will notify the Client of reaching the limit and roaming surcharges will be applied on further use of mobile data.

In the event of bundled sale of mobile communications services with other services that are not voice or SMS message services (but, for example, some other extra value service, such as Spotify, etc.) or with terminals, the monthly fee of that plan will be determined by taking into account the price applied to a separate sale of mobile communication service component of the bundle, if it can be identified, or the price for the sale of such services with the same characteristics on a stand-alone basis.

If Telia has enabled the Client to use a open data bundle under favorable terms (e.g. a discount), Telia has the right until the end of the discount period to calculate the EU data allowance of the plan on the basis of the discount price.

If the EU data allowance is reached, Telia has the right to apply the roaming surcharges by notifying the Client via a SMS.

If Telia implements the EU data allowance to the data roaming usage of the Client, he/she could see the respective EU data allowance and consumption through Telia's e-Environment.

3.2 Pre-Paid cards

If the Client uses Telia's pre-paid SIM cards with "pay-as-you-go"⁵ plan, he/she can use its mobile data allowance during regular travelling in the EU countries in allowance that is derived from the following formula (i.e. EU data allowance):

$$\text{Prepayment balance}^6 / \text{applicable mobile data wholesale price (GB)}^4$$

For example: the Client starts using roaming services in Latvia and at that point the prepayment balance of his/her pre-paid card is 15 € which means that the EU data allowance is 1.95 GB.

Once the wholesale price⁴ decreases, the EU data allowance will increase accordingly.

Telia may implement the EU data allowance to pre-paid cards instead of the measure described in clause 2.1 of the Terms and Conditions. If Telia implements the pre-paid card EU data allowance to the the data roaming usage of the Client, he/she could see the respective EU data allowance and consumption through Telia's e-Environment.

If the pre-paid EU data allowance is reached, Telia has the right to apply the roaming surcharges by notifying the Client via SMS.

IV Settlement of complaints related with the implementation of roaming services fair use policy

The Client has the right to challenge the use of measures of the Terms and Conditions implemented against him/her by contacting Telia through info@telia.ee and following the procedure and due dates of settling the complaints provided in the General Terms and Conditions of Telia.

Telia reviews the Client's complaint within an average of fourteen (14) working days and up to thirty (30) working days, and answers the Client by e-mail or telephone.

If the Client does not agree with the solution offered by Telia, he/she have the right to contact the Consumer Disputes Committee of the Consumer Protection Board (including by means of the corresponding web environment) or bring the case to a court.

⁵ PAYG or charging for a service by price per unit.

⁶ Overall amount, excluding VAT, of the remaining credit available and already paid by the Client to Telia, at the moment of commencing roaming in the EU.