

GENERAL TERMS AND CONDITIONS OF TELIA EESTI AS

APPENDIX Data Usage Principles of Telia Eesti AS

1. General

- 1.1. These Data Usage Principles (henceforth Principles) apply to Telia (henceforth Telia) and every person using Services provided by Telia or Telia's e-Environment.
- 1.2. The Principles describe how Telia can use the Customer's Data in relation to providing services to the Customer and offering e-Environments, and give information on important issues related to the use of Data.
- 1.3. The Principles form an inseparable part of the General Terms and Conditions. Telia refers to the Principles when concluding a Contract with the Customer, when offering a Service, goods and/or e-Environment to the Customer, and it provides a chance for the Customer to get acquainted with the Principles. The Principles form an inseparable part of the Contract and Telia has the right to presume that the Customer is aware of the Principles.
- 1.4. The Principles do not apply to services of other companies or online environments, including when these are available for the Customer through Telia's e-Environment or Service.

2. Terms

- 2.1. **Customer** – each person who uses Telia's Service on e-Environment as a Customer, calling card Customer, or User.
- 2.2. **Data** – Personal or communications-related data of a Customer or other Customer-related data that have become known to Telia as a result of providing a Service or use of the e-Environment;
- 2.3. **Anonymous Data** – data which is not related to a specific Customer, because information identifying the Customer has been removed from the data;
- 2.4. **Communications-related Data** – data that occurs within the frame of the use of Communication Service, which Telia processes for the purpose of transmitting communication in the Communications Network on the basis of legal acts or upon Customer's consent. data that occurs within the frame of the use of Communication Service may include, for example, data on end devices, start and end time of communication, the length of communication, routing, data transmission protocol, amount of transmitted data, service provision location, end device location (see Location Data), format of forwarded data, and other similar information.
- 2.5. **Location Data** - data that occurs within the frame of the provision of Communication Service, which displays geographical location of the end device (e.g. Communication Service provision location or location of the end device in a specific mobile network base station coverage area, etc).

3. Telia's Data Usage Principles

- 3.1. Telia uses Data in a way described in the Principles and only for the purpose for which Telia has gathered the data and within the scope necessary for fulfilling the purpose. Telia uses the Data in compliance with the Electronic Communications Act, the Personal Data Protection Act and other legal acts (henceforth Legal Acts) as well as best business practices. Telia may combine Data gathered within the frame of providing different Services if the Data has been gathered for the same purpose.
- 3.2. Telia considers Customer's privacy and the protection of Data very important, and protects the Data by using the organizational, physical and information technology measures needed for guaranteeing the integrity, availability and confidentiality of Data. These measures include the protection of employees, information, IT infrastructure, company's internal and public networks, office buildings and technical devices. The purpose of security-related activities is applying relevant level to protection of data, minimizing risks and prevention of danger.
- 3.3. Telia ensures the security of the Communication Network and the confidentiality of the contents and form of messages sent by the Customer, as well as the time and method of sending them, in accordance with the Principles and Legal Acts. The measures required for this are implemented with Telia's inner security regulations. If necessary, Telia will specify on its Homepage the specific measures that can be used by Telia to ensure the security of the Communication Network.
- 3.4. Requirements related to confidentiality and the protection of Data apply to employees of Telia, and they are responsible for complying with them. Telia's authorised processors of Data (see paragraph 7) are obliged to ensure the compliance of their staff with the same rules, and they are responsible for complying with the requirements of Data usage.

4. The Customer's Role in Guaranteeing Data Security

- 4.1. The Customer must use Services and e-Environments in a secure and careful manner and ensure that the devices (e.g. computer, smart phone, application, etc.) used by the Customer for using Telia's Services or e-Environments are secured. The Customer is obliged to keep the PIN code, Password, usernames and passwords or other information or information carriers (e.g. ID card or Mobile ID) linked to the Customer, their device, Service or e-Environment secret from other persons.
- 4.2. The Customer must be aware and keep in mind that Telia cannot guarantee the security of Data and is not responsible if Data is not protected as a result of the Customer violating the obligations described in clause 4.1 (including e.g. the Customer not having changed the default PIN code or other default settings, or the Customer's ID card or Mobile ID and its PIN codes having been used by unauthorised persons). In such cases, the Customer takes full responsibility for all results that may occur to them.
- 4.3. If the Customer enables the User (e.g. Customer's family member, employees, etc) to use Services or e-Environment based on the Contract concluded between the Customer and Telia, the Customer is responsible for the User reviewing the Principles and agreeing with them.

5. Collection of Data

- 5.1. Telia offer for its Customer very different Services and e-Environments. Thus, the content of Data gathered by Telia about the Customer depends on which services or e-Environments the Customer uses, which Data is necessary to use for providing these, which is the amount of Data the Customer gives data to Telia (e.g. upon subscribing to a Service, signing up as Customer, etc.) and what kind of consent the Customer gives Telia for processing its data.
- 5.2. Telia collects Data by using the following methods:
 - 5.2.1. Telia receives data from the Customer upon ordering a Service, signing up as a Customer, subscribing to a newsletter, sending information request to Telia, etc.
 - 5.2.2. The Data occurs when Customer users the Services (e.g. Communication Data that occurs when using Communication Services) and it is necessary for fulfilling the Contract or ensuring the fulfilment of Contract, this kind of Data processing is required by a Legal Act, or the Data is processed based on Customer's consent;
 - 5.2.3. Telia receives Data related to Customer from other sources (e.g. other service providers or public registers, etc) if it is necessary for fulfilling the Contract or ensuring the fulfilment of Contract, this kind of Data processing is required by a Legal Act, or the Data is processed based on Customer's consent.

6. Usage of Data for Fulfilling the Contract and Guaranteeing the Fulfilment of the Contract

- 6.1. Telia may use Data on the grounds of Legal Acts without the specific consent of the Customer for fulfilling the Contract or for guaranteeing the fulfilment of the Contract in the following cases:
 - 6.1.1. For identifying the Customer and their representative;
 - 6.1.2. For performing activities needed to provide Services or sell goods to the Customer (including for sales and delivery of Services and/or goods, and forwarding information related to the Services and goods to the Customer);
 - 6.1.3. For providing an information society service or other Service requested by the Customer (incl. Service mediated by Telia, or a service for which the payment is transmitted through Telia);
 - 6.1.4. For serving the Customer and eliminating malfunctions;
 - 6.1.5. For providing the e-Environment, its services and features (including SSO, see paragraph 10) as well as a high level personalised user experience (e.g. recording language preferences, etc.) to the Customer and developing them, and forwarding information about the opportunities and security-related issues of the e-Environment to the Customer;
 - 6.1.6. For calculating service fees related to the Contract, and for compiling and sending notices and invoices to the Customer;
 - 6.1.7. For sending a Contract and/or notices related to the Service to the Customer by post, which does not presume the usage of Data for marketing purposes (e.g. customer newsletter, advertising and offers, etc.);
 - 6.1.8. For documenting business and service activities and exchanging business information (including for the providing information to auditors to audit Telia);
 - 6.1.9. For improving Customer service, including measuring the quality e-Environment and Service quality, usage activity and customer satisfaction, and for development of Services and business operations;
 - 6.1.10. For the maintenance or repairs of a Customer's device delivered by Telia or order by the Customer, and other after-sales services related to the device;

- 6.1.11. For recording and preserving phone conversations between Telia and the Customer, with the aim of using these recordings for proving expressions of will or transactions concluded by the Parties and for the better serving the Customer;
- 6.1.12. For evaluating and forestalling possible business risks and damages related to providing the Service;
- 6.1.13. For guaranteeing the fulfilment of the Contract (e.g. for providing securities, for concluding contracts of suretyship);
- 6.1.14. For protecting the violated or contested rights of Telia and for debt collection (including forwarding Data related to violation of the Contract and/or to debts to persons providing debt collection services, lawyers, etc. who are authorised by Telia to process the corresponding Data on the grounds of corresponding contracts with Telia);
- 6.1.15. For evaluating the creditworthiness and trustworthiness (payment discipline) of the Customer (including for deciding the provision of service credit and financing contracts);
- 6.1.16. In the case of violation of the Contract, for forwarding the Customer's payment disturbance (data related to a debt whose payment deadline has been overdue for more than 30 days (including the debtor's name, ID code and information about the debt's amount, its occurrence time and the type of transaction that caused the debt)) to credit information companies authorised by Telia (including AS Krediidinfo, OÜ Krediidiregister).
- 6.2. The list of usage cases of Data for fulfilling the Contract and guaranteeing the fulfilment of the Contract presented in clause 6.1 is not exhaustive. This means that Telia can also use Data for fulfilling the Contract or guaranteeing the fulfilment of the Contract in cases that have not been mentioned in clause 6.1, if needed.
- 6.3. The Customer cannot refuse to use Data for the purposes described in clause 4.1 when using the Service or e-Environment, as this would make it impossible for Telia to provide the Service or e-Environment to the Customer.
- 6.4. For purposes listed in clause 6.1, Telia may use the following Data:
 - 6.4.1. Main data of the customer: Customer's name, ID code, date of birth, personal identification document data, contact data of the Customer or of the contact person or User authorised by the Customer (including numbers of communication devices, address, email address, communication language, preferred communication channel, etc.) and data about location, information about the Customer's segmental belonging;
 - 6.4.2. Data related to customer communication: information related to the usage of Telia Services (including the usage of Telia's financing services); details on Contracts concluded by the Customer, submitted orders and customer contacts, invoices and information related to invoices (e.g. payment data, etc); information entered by the Customer to the e-Environment (including e.g. data entered when registering their account, data required for enabling SSO (see clause 14)), data about the details of the Customer's usage of Services, e-Environment, its services and features, data collected through cookies (see clause 15) and data about the Customer's payment discipline/debts.
 - 6.4.3. Data on details about Customer's use of Services (incl. Communication Devices and Location Data) and data about end devices used by the Customer for using Services (e.g. set-top box, router, etc).
- 6.5. The list of Data in clause 6.4 is not exhaustive. This means that in the event of reasonable necessity and to a reasonable extent, Telia may handle Data not listed in clause 6.4 for the purpose of fulfilling the Contract and guaranteeing the fulfilment of the Contract.

7. Usage of Data for Marketing Purposes

This clause applies to Consents given prior to 14.02.2018.

Consents provided after the aforementioned date are subject to the contents of the consent text.

- 7.1. Usage of Data for marketing purposes means that Telia uses Data:
 - 7.1.1. For a marketing analysis of the Customer's preferences in using Services, e-Environment, etc., with the purpose of identifying the Customer's usage needs, and draw up personal offers on the basis of that data (henceforth marketing usage of Data) and;
 - 7.1.2. Sending personal offers to the Customer through electronic means (e.g. email, SMS or MMS messages).
- 7.2. The Customer has given or has the opportunity to give Telia consent to use Data for marketing purposes and for getting personal offers (henceforth Consent) when concluding a Customer Contract or other Contract with Telia, or has expressed the Customer's Consent in another manner (e.g. accepting in the e-Environment etc.).
- 7.3. Conditions of usage of Data described in the Principles apply to the Consent. Telia refers to the Principles when obtaining Consent from the Customer, and the Customer has an opportunity to read the Principles.

The Customer has a right to decline Consent or to take it back later, informing Telia thereof through the e-Environment or in writing or in a form reproducible in writing. Consent is valid until retrieved by the Customer or until the end of the validity of Contract(s) concluded with the Customer.

- 7.4. If Telia has the Customer's Consent, Telia will use Data for marketing purposes in the following manner:
 - 7.4.1. For finding out the expectations and needs of the Customer and developing new and improved services and e-Environment features;
 - 7.4.2. For developing personal direct marketing, campaign and discount offers to the Customer for using Services and buying goods;
 - 7.4.3. For forwarding direct marketing, campaign and discount offers to the Customer regarding Services and goods, through electronic channels;
 - 7.4.4. For forwarding Data to companies belonging to the same Group as Telia, with the purpose of providing services to the Customer jointly or mutually;
 - 7.4.5. For forwarding personalised content, offers and advertising to the Customer in the e-Environment;
- 7.5. If the Customer has given their Consent, Telia may use the following Data and information for marketing purposes:
 - 7.5.1. The name, date of birth, ID code, communication language, preferred contact data (e.g. email, post, etc.), postal address, email address, mobile phone number, phone number, fax number and location data of the Customer and their authorised person or contact person and User;
 - 7.5.2. Data submitted to Telia by Telia's phone card customer (name, ID code or date of birth, sex, preferred communication language, email address, position and/or area of activity);
 - 7.5.3. Information about the Customer's segmental belonging;
 - 7.5.4. Information regarding the usage of Services (including Telia's financing services) and purchasing of goods (e.g. service area, price class, delivery information, etc.);
 - 7.5.5. Data regarding the creditworthiness, payment discipline/debts of the Customer;
 - 7.5.6. Information about details regarding the usage of Telia's services by the Customer (including the volume of Services used across segments, their amount, way, time, etc. (e.g. the number of minutes spent talking in a specific direction)) and information about the details of additional services ordered by the Customer, as well as end devices used by the Customer for using the Services (e.g. set-top box, router);
 - 7.5.7. Data submitted to Telia by the Customer through the e-Environment (including e.g. data entered when registering an account and SSO-related data (see paragraph 10));
 - 7.5.8. Data about the Customer's use of e-Environment and its features, and information collected through cookies;
 - 7.5.9. Information about the Customer that has been published in public data collections or the Internet (e.g. information about the Customer's habits, hobbies, work or studies, etc.);
 - 7.5.10. Data collected from other persons through legal means (e.g. data collected by AS Krediidiinfo).

8. Sending Personal Offers through Electronic Means

This clause applies to Consents given prior to 14.02.2018.

Consents provided after the aforementioned date are subject to the contents of the consent text.

- 8.1. A Customer (including Telia's phone card customers) has the right to prohibit, regardless of whether the Customer has consented to the use of their Data for marketing purposes (see clause 7.2), the forwarding of offers to them through electronic means (e.g. email, SMS or MMS) by following instructions provided by Telia in the e-Environment or a message or by using another electronic way provided by Telia.
- 8.2. As a result of the Customer's consent to use their Data for marketing purposes, as well as Legal Acts, Telia also has the right to send Customer-personalised offers to Users who are enabled by the Customer to use Telia's Services on the basis of a Contract concluded between the Customer and Telia, and to a representative or contact person of Telia's business customer without their prior consent. These persons can prohibit the sending of offers to them through electronic means (e.g. email, SMS or MMS) in the e-Environment, or by following instructions in an email or text message, or by using another electronic way provided by Telia. Only Customers themselves can take back their consent to use their Data for marketing purposes (see clause 7.2).

9. Usage of Data by Authorised Processors

- 9.1. The responsible processor of data is Telia Eesti AS (Telia), registry code 10234957, address 3 Mustamäe str., 15033 Tallinn.

- 9.2. On the grounds of Legal Acts, Telia may give the right to process Data to authorised processors. Authorised processors are Telia's partners whose activities include organising invoicing, answering customer questions, fraud detection, marketing of services, resale of services or other services rendered through a communication service, etc. An authorised processor has a right only to use Data for performing specific activities requested by Telia, and on the basis of a confidentiality contract concluded with Telia, containing confidentiality requirements. For example, AS Eesti Post uses a Customer's name and address on the basis of such a contract to deliver Telia's letters and invoices to the Customer.
- 9.3. A list and contact data of Telia's authorised processors is available on the Homepage.
- 10. Specific Cases of Data Processing on the Grounds of Legal Acts**
- 10.1. When subscribing to Telia's Communication Service, a Customer can specify whether they want their name, postal address (without the number of apartment) and numbers of means of communication to be published in number information services and information catalogues; and, if such consent has been given, Telia has the right to publish the corresponding number information as long as the Customer has not restricted it, by notifying Telia thereof.
- 10.2. Like all communications companies, Telia is obliged by Legal Acts to retain communication data for one year from the time of the act of communication, and to provide, upon receiving a request compliant to Legal Acts, the data to investigative authorities, the Public Prosecutor's Office, courts and other authorities specified in Legal Acts. Telia is also obliged to fulfil other Data-related requirements on the grounds of Legal Acts (e.g. the requirements set forth by Legal Acts for concluding financing contracts).
- 11. Data Storage Period**
- 11.1. Telia stores the data for the period necessary for fulfilling the Data usage purpose stated in Principles, or until due data set by a Legal Act.
- 12. Rights of the Customer Regarding Data**
- 12.1. In connection with the processing of their Data, the Customer has the right to:
- 12.1.1. Receive information from Telia about their Data and the usage of their Data as set forth in Legal Acts;
- 12.1.2. Request, in cases set forth in Legal Acts, that Telia cease the using of Data and correct, close and delete the Data;
- 12.1.3. Agree to or deny the usage of its Data for direct marketing or for marketing purposes according to Principles;
- 12.1.4. Turn to the Data Protection Inspectorate and court if their rights have been violated;
- 12.1.5. Request compensation for damages caused to them upon grounds set forth in and in the manner described in the Law of Obligations Act.
- 13. Options for Contacting Telia**
- 13.1. The Customer can use the following methods for contacting Telia: by calling 639 7130, or sending an email to info@telia.ee.
- 13.2. Responsible and sustainable business is important to Telia. Therefore Telia has created a possibility for the Customer to ask questions and submit claims in addition to above mentioned methods also through the Telia Speak-Up Line, which is a secure and confidential Internet website hosted outside the company.
- 14. Telia's Central Identification Solution (SSO)**
- 14.1. The Customer can use Telia's central identification solution (*Single Sign On*, henceforth SSO) for quicker and more convenient navigation in e-Environments, if the Customer wishes to use it and has performed the actions required for it.
- 14.2. SSO lets the Customer link user accounts registered to their name in Telia's various e-Environments, as well as other Internet environments (e.g. *Facebook*, *Google*, *Microsoft*) and use the username and password of one of the linked environments to log on to several e-Environments and navigate between them.
- 14.3. For using SSO and linking the user accounts, the Customer enters the required data on the start page of the respective e-Environment. Telia uses the entered data and the basic user account data forwarded by other Internet environments (e.g. *Facebook*, *Google*, *Microsoft*) to ensure the operation of SSO, to authenticate the Customer and administrate access rights and, if permitted by the Customer, for marketing purposes.
- 14.4. By expressing their will to subscribe to SSO and by performing the required actions, the Customer gives Telia the right to presume that the person who will log on to an SSO-linked user account in the future using a username and password or other means of authentication is the same person who linked the user accounts.

- 14.5. The Customer is obliged to eliminate the possibility of the username and password or any other data used for Customer authentication in an SSO-linked account becoming known to third persons.
 - 14.6. The Customer guarantees that they will only link accounts belonging to them to SSO.
 - 14.7. The Customer is responsible for all consequences that may result from the linking of all user accounts or from the usage of a linked user account, including being responsible for all transactions made through all accounts belonging to the Customer, as well as other consequences, including if the Customer has made it possible for third persons to access data using which third persons have gained access to the linked accounts (including the case when the Customer has not logged out from e-Environment or another Internet environment in a public computer or other device, and this has made usage of the linked account possible for third persons).
 - 14.8. If it has become known to the Customer, or the Customer suspects, that third persons have gained or may gain access to an SSO-linked user account, the Customer is obliged to immediately take all measures to protect the account(s) belonging to the Customer (including changing of passwords, stopping SSO and unlinking the user accounts).
 - 14.9. The Customer has the right to stop using SSO at any time, including stopping the linking of user accounts with SSO.
 - 14.10. Using SSO does not give the Customer the right to enter all e-Environments with a linked user account's user name and password. Telia has the right to request Customer identification with a specific authentication method (e.g. ID card or mobile ID) when entering some e-Environments and/or when performing certain transactions.
 - 14.11. When using an e-Environment, the user conditions of this specific e-Environment have to be taken into account as well as the conditions of services rendered through it.
- 15. Using Cookies in Telia's e-Environments**
- 15.1. Like in most Internet web pages, Telia's e-Environments use cookies, which are small text files that are downloaded to a user's computer through the e-Environment server. As a result, the user's browser can submit the cookie information to the e-Environment every time the e-Environment is used, with the purpose of recognizing the user while not identifying it (the user remains anonymous), and for offering more personal and convenient usage experience of the e-Environment (by storing user's preferences, interest areas, etc), and by analysing and developing Services providing through e-Environment, and by focusing offers and advertisements.

This version of Data Usage Principles becomes effective for Telia and all Customers on 14 February 2018. Telia has the right to make changes in the Data Usage Principles unilaterally, as described in General Terms and Conditions.