

## GENERAL TERMS AND CONDITIONS OF TELIA EESTI AS

### 1. TERMS

<b>Customer</b>	A private or legal person who has concluded a Contract with Telia;
<b>Consumer</b>	A private person who concludes a Contract with an aim that is not related to his/her economic or professional activities;
<b>User</b>	A private person whom the Customer enables to use Services on the authorisation and responsibility of a Customer, on the basis of a Contract concluded between the Customer and Telia, or a private person who uses Telia's e-Environment;
<b>Telia</b>	The company Telia Eesti AS, registry code 10234957;
<b>Party</b>	Telia or Customer, together referred to as Parties;
<b>Service</b>	Communication Service, IT service or other service provided by Telia to a Customer;
<b>Communication Service</b>	A service of Internet, television, phone, Mobile Communication or other electronic communication;
<b>Mobile Communication Service</b>	A service provided by Telia through a mobile phone network;
<b>Roaming Service</b>	A service that enables the Customer to use Mobile Communication Services abroad that are mediated by Telia through a mobile communication network;
<b>Customer Contract</b>	Framework contract concluded between Parties in relation to their customer relationship (henceforth also Contract);
<b>Contract</b>	A Service, product, connection or device usage contract or any other contract between the Parties;
<b>Service or Price Package</b>	A set of Services fixed in the Pricelist, other Terms and Conditions, or a Contract (henceforth also Product);
<b>Service Conditions</b>	A document specifying the technical and substantial parameters and conditions of a specific Service (henceforth also Product Conditions or Service Description);
<b>Terms of Use</b>	document that fixates the terms of use of a specific application, other e-Environment, etc.);
<b>Conditions</b>	General Terms and Conditions, Pricelist, Rules, Service Conditions, Terms of Use, Service Quality Requirements and/or other typical conditions established by Telia;
<b>Rules</b>	A document describing the general terms and conditions related to the provision and usage of Services of a certain group of services;
<b>Pricelist</b>	A document describing the fees for Services or goods; price, talk time and service packages, discounts related to them or other pricing conditions;
<b>General Terms and Conditions</b>	The present document, which establishes the prerequisites and legal basis for a contractual relationship between the Parties;
<b>Privacy Notice</b>	document that provides information on the processing of Data in Telia (including which Data is necessary to be processed and how, in order to offer Services, goods, e-Environment, etc.). The Privacy Notice is an informative document and is not part of the Contract concluded between Telia and the Customer;
<b>Data</b>	Personal or communications-related data of a Customer or User that have become known to Telia as a result of providing a Service or use of the e-Environment; and other data related to a Customer or User;
<b>Communications-related Data</b>	Data on the Customer's or User's use of Communication Services (used service, volume of use, quantity, manner, time, telephone numbers and numbers of other communication devices, IP address and other identifiers and details, etc.) and location data (data on the geographic location of end devices or use of the service);
<b>Homepage</b>	Telia's Internet website;

<b>e-Environment</b>	Telia's customer service and sales environment on the Internet, or another Internet environment or electronic application owned by Telia (including the TV service environment, Service administration environment, etc.) where the Customer can perform transactions;
<b>PIN code</b>	A number combination, etc. that enables the Customer to subscribe to or unsubscribe from Services, to modify data chosen by themselves or perform other actions in an e-Environment (e.g. the TV service environment);
<b>Password</b>	A number and/or letter combination chosen by the Customer and registered by Telia that enables the Customer to identify themselves and perform transactions through Telia's phone service and other similar channels;
<b>Invoicing Period</b>	The period during which Services have been provided and for which an invoice will be presented to the Customer by Telia;
<b>Credit Limit</b>	a financial limit set for the Customer, exceeding which Telia is not obliged to provide Services to the Customer for credit. Additional information about Telia's credit conditions is available on the Homepage;
<b>Communications Network</b>	An electronic communications network located in Estonia and used for providing Telia's Services (including mobile phone, phone or data communications networks);
<b>SIM card</b>	Telecom's chip card with a microprocessor that will identify a Customer or User when inserted into a terminal device, and enables them to use Mobile Communications Services;
<b>Workday</b>	calendar day 9:00-17:00, which is not a holiday, official or national holiday.

The terms that have been defined in legal acts, the Terms and Conditions or in a Contract also have the same meaning in other documents where they are used in the same context.

## 2. VALIDITY AND CHANGING OF TERMS AND CONDITIONS

2.1. The General Terms and Conditions and Pricelist apply to all Customers and Users. The Rules, Service Conditions, Terms of Use and/or other general terms and conditions apply to these Customers and Users who use the Service or buy the goods that the corresponding other general terms and conditions regulate. The Parties consider the Contract along with all Terms and Conditions that regulate the use and provision of the corresponding Service an integral agreement.

2.2. The Terms and Conditions have been made available on the Homepage as well as in Telia's stores. Customers who are providers of Communication Services can access the Terms and Conditions through the Homepage or in another reasonable way decided by Telia.

2.3. If the Customer allows the User to use Services on the basis of a Contract concluded between the Customer and Telia, the Customer shall ensure that the User has reviewed Terms listed in clause 2.1 and agrees with them.

2.4. In the event of discrepancies between the Terms and Conditions and/or Contracts, the prioritisation is set according to the following order (starting with the highest priority):

2.4.1. Contract;

2.4.2. Service Conditions;

2.4.3. The Rules or other general conditions (e.g. terms of use of the application);

2.4.4. General Terms and Conditions.

2.5. As an exception to the contents of clause 2.4, the General Terms and Conditions take priority in relation to the conditions of Customer Contracts concluded before 1 January 2006.

2.6. The Customer and Telia have agreed that Telia, on the basis of this clause, has the right to change Conditions (including those of a Communication Service Contract) unilaterally in the following cases:

2.6.1. Fees and other conditions stipulated in the Pricelist if, compared to the time of establishing of the fee or condition, any circumstance that was a basis for establishing the fee or condition, or was related to the fee or condition or business environment, has changed (including e.g. the Consumer Price Index, employment costs or other input costs, scope, parameters or essence of the Service, general market situation etc.), or more than two (2) years has passed since the fee was established, or other relevant conditions occur that make the price change necessary and reasonable;

2.6.2. other Conditions if it is caused by technical or substantial developments in a certain field or in certain Service(s), including abandoning the use of certain technical solutions or changing or upgrading them; creating

additional or better conditions for Customers to use Service(s); or the need to specify circumstances related to the provision and use of Service(s); or changing of circumstances related to the business environment or input costs concerning the provision of the Service and;

2.6.3. all Conditions if it is required by changes in legal acts or court practices, a decree by a state institution, an injunction or a court decision entered into force.

2.6.4. In addition to the above, Telia has the right to change all Conditions in cases stipulated in legal acts (including the conditions of Communication Service Contracts in the cases described in the Electronic Communications Act).

2.6.5. Telia shall notify the Customer at least one (1) month in advance of changes in Conditions that directly affect the conditions of Customers' Communication Service Contracts or other Service Contract terms, except for other changes in the Price List regarding the decreasing of the price of the Service or changes that do not affect payment.

2.6.6. Telia will notify the Customer of changes in the Conditions of Communication Services along with an invoice and/or via email (regular mail is used if Telia does not have the email address of the Customer) and/or via SMS, if not specified otherwise in the Contract. Telia has the right to send the notification about changes in Conditions in summarized form if a reference is added explaining that the Customer can read more about the additional information and changes in Conditions on the Homepage and at Telia stores.

2.6.7. Telia will inform the Customer of the amendment of terms and conditions of the other Services by adding a respective notice to the homepage, invoice, via e-mail or SMS, in e-environment or in some other reasonable manner. The Parties will consider the notice of Homepage to have been received by the Customer from the moment of publication of the notice on the Homepage.

2.6.8. If Telia has notified the Customer in advance of changes in the Conditions as described in clause 2.6.5, and the Customer does not agree to the changes in the Conditions, they have the opportunity to cancel the corresponding contractual relations with Telia within 1 (one) month from the time of receiving the notification about changes. The end-user has the right to cancel the Communication Service Contract in the above-mentioned case without contractual penalties. If the Customer does not cancel the Contract related to the corresponding Conditions within 1 (one) month after receiving the notification about changes to the Conditions, it is concluded that they have, by being silent, expressed their will to accept the corresponding changes, and the changed Conditions will apply to the Contracts concluded with the Customer to the full extent. Telia will note the fact in the corresponding notification about changes to Conditions that inaction from the side of the Customer will be considered an act of will with legal consequences.

2.6.9. The Customer has the right to challenge the invoice issued to the Customer on the basis of the changed Terms within one (1) month since the date of issuance by arguing that the Customer has not received the notice about change in Terms and has not agree with the changes and does not wish to continue using the Service with Terms changed as per clause 2.6. In this case Telia will cancel the invoice in regards to the changes in Terms and the Contract it is concluded that the Contract is cancelled by the Customer upon submission of the challenge. After the above mentioned term, the Customer does not have the right to submit challenges related to change in Terms.

### **3. COMMUNICATION AND CONTRACTS BETWEEN THE PARTIES**

3.1. If neither Party requests that the Contract be concluded or changed in writing, the Parties can conclude or change the Contract in any other form, including a form reproducible in writing, as follows:

3.1.1. By an exchange of emails between Parties, or;

3.1.2. By acceptance of conditions or changes (including confirmation of Subscription) by the Customer over a means of communication (including in the e-Environment, over the phone, by email or text message) or by issuing an electronic signature on a tablet computer or other device, or by paying the invoice that was sent to the Customer on the basis of a Contract or changes of the Contract, or by silently accepting according to clause 3.5.

3.2. An expression of will that has been submitted to Telia from a Customer through an email address previously made known to Telia is legally binding. The Customer is responsible for the operation of the email address made known to Telia by them, as well as for the consequences of using that email address (including those arising from transactions concluded using the email address). Among other things, the Customer is also responsible if the Customer's email address has been used by a third person.

3.3. In cases and as defined by Telia, the Customer has the opportunity to identify themselves using a Password and conclude transactions using the Password or PIN code.

3.4. The Customer is obliged to eliminate the possibility of the Password or PIN code becoming known to third persons, and is responsible for all consequences of using the Password or PIN code (including paying for the Services ordered using the Password and/or PIN code). Among other things, the Customer is responsible for paying for the Services and for other possible consequences if they have made the use of their terminal device,

Password or PIN code available to third persons or set the PIN code in a way that makes it possible for third persons to access Services ordered through or protected by the PIN code (e.g. leaving the PIN code's initial setting unchanged).

3.5. Telia may send the Contract, or a proposal to change the Contract, or order confirmation to the Customer by post or email. If the Customer does not return the Contract, signed by them, to Telia in such a way within 15 (fifteen) calendar days nor presents, within the corresponding deadline, objections regarding the contents of the Contract or the order confirmation, the Contract is considered accepted by the Customer by default and concluded or changed upon the conditions described in the Contract or order confirmation. The fact that the Customer's inaction will in such case be considered acceptance of the Contract, will be noted by Telia either in the accompanying letter to the Customer or using other reasonable means.

3.6. Unless specified differently in the Service Conditions, the Customer can modify the parameters of the Service within the limits of choices determined by the Service Conditions, the specific location and/or the technical capabilities of the Customer's equipment. To make these modifications, the Customer must present an order to Telia and, upon a request from Telia, approve the Order confirmation.

3.7. If the Customer enables the User to use Services on the basis of a Contract concluded between the Customer and Telia, the Customer agrees the User has the right, in regards to the Service the User uses, as to change Service parameters, add additional services, and perform other similar actions within the functionality of the Service's e-Environment. The Customer is responsible for the actions performed by the User. The Customer may restrict User's right to perform operations through the e-Environment, if the e-Environment supports managing such rights.

3.8. Contracts are cancelled and terminated upon the bases described in the Contract, Terms and Conditions and/or legal acts. Cancelling or termination of a Contract does not free a Party from the obligation to fulfil the obligations taken upon themselves during the period of validity of the Contract and as a result of the Contract. Upon Telia's request, the Customer must present the cancellation notice of a Contract in written form or in a form that can be reproduced in writing.

3.9. Customers have the right to cancel the Service Contract at any time, by giving prior notice of 1 (one) calendar month, unless the Contract specifies otherwise. The consumer has the right to denounce the Communications Service Contract at any time, without prior notice, by notifying Telia of this.

3.10. If the Customer wishes to obtain a device from Telia for a discount price and/or wishes to use other discounts offered by Telia that require the use of a Service, Service Package or Service parameter in an agreed volume and/or for an agreed period of time by the Customer, the Customer can conclude a fixed term contract with Telia on the relevant terms, or take a fixed-term obligation with a Contract (henceforth Fixed Term Contract).

3.11. Early termination of a Fixed Term Contract is only possible in cases and conditions specified in the Contract or in the Conditions. In case of an early termination of a Contract, the Customer is obliged to pay compensation, a service fee and/or other costs specified in the Contract or Conditions, and by doing so, the Customer compensates the cost of the device and/or other discounts received from Telia on the basis of the Fixed Term Contract.

3.12. If the Customer has not notified Telia of their wish to terminate a Fixed Term Contract one (1) month prior to the end of the term of the Contract, and continues using the Service after the term of the Contract has passed, the Contract becomes a Non-Fixed Term Contract, unless specified differently in the Contract. When a Contract turns into a Non-Fixed Term Contract, regular prices and volumes may start to apply to the Services used by the Customer, as specified in the Conditions.

3.13. Telia has the right to cancel the Contract by giving the Customer at least 1 (one) month notice, if:

3.13.1. Telia stops providing the Service or Service package being provided to the Customers as a whole, or;

3.13.2. Telia stops providing the Service or Service Package to the Customer in a certain region, because the technical capability required for it is no longer available in the area or at the address, it is discontinued or the technical capabilities of the region or the address do not allow for continuing to provide the service with a required level of quality, or;

3.13.3. for technical reasons, reasons not dependent on Telia or another significant reason, the provision of the Service on the basis of the Contract or fulfilling of other obligations arising from the Contract is severely obstructed or has become impossible, or;

3.13.4. it transpires that, considering the circumstances and interests of both Parties, Telia cannot be expected to continue fulfilling the obligations arising from the Contract.

3.14. Telia will conclude a Communication Service Contract with the Customer if there is, to Telia's knowledge, a technical capability in the location requested by the Customer for fulfilling the Contract and providing the Customer Service(s) with sufficient quality. If there are significant shortcomings in the data presented by the Customer upon concluding the Contract, or other hindering circumstances transpire, Telia has the right to postpone activation of the Service(s) and to ask the Customer to remove the shortcomings. If it transpires after the Contract has been

concluded that Telia's prior initial evaluation of the presence of technical capability was wrong and it is impossible to provide the Service in the location requested by the Customer with sufficient quality, or the Customer does not remove the abovementioned shortcomings or hindering circumstances by a time specified by Telia, Telia has the right to unilaterally cancel the Contract without prior notice.

3.15. If the Customer does not have valid Contracts upon which Telia is providing Services or selling goods to the Customer, either Party may cancel the Customer Contract, notifying the other Party by submitting a written application fifteen (15) calendar days in advance. Also, the Parties may terminate the Customer Contract at any time upon the consent of both Parties. If the Customer does not have valid Contracts on the basis of which Telia provides Customer Services or sells products, the Customer Contract ends automatically in three (3) years from the time of the last transaction or operation performed by the Customer.

3.16. Telia sends personal notification to the Customer along with an invoice sent to the Customer, by email or regular mail, to the e-Environment or via SMS, depending on the content of the notification. The Parties agree that a notification is considered to have been received after two (2) calendar days have passed from the issuing of the notification or invoice. If Telia sends a notification via SMS, the Parties consider it received by the Customer on the same day. The Customer can store the notifications so that they are usable for subsequent reference.

#### **4. INVOICING**

4.1. Telia issues an invoice(s) to the Customer on paper, or electronically as an e-invoice. Unless the Parties have agreed otherwise, the invoicing period is one (1) calendar month.

4.2. An e-invoice is forwarded either to the e-Environment or to an email address specified by the Customer, or to an Internet bank, as preferred by the Customer. An e-invoice is equal to a paper invoice and, to a Customer using e-invoices, Telia can also electronically forward notifications concerning the Contract, additional information concerning invoices and debit notes.

4.3. Telia has the right to conduct a unified and consistent debt calculation regarding a Customer's financial obligations towards Telia; this is also the case when Telia issues multiple invoices to the Customer. When a Customer makes financial payments to Telia, Telia has the right to consider fulfilled those of the Customer's obligations that incurred at an earlier date. If the Customer has various obligations towards Telia, Telia has the right to consider the payments payable for Communication Services fulfilled as last in the order.

4.4. Telia has the right, upon agreements with third persons, to invoice the Customer for services that the corresponding third party has rendered to the Customer. The Customer is obliged to pay for the corresponding services on the basis of the invoice issued by Telia and as specified on the invoice.

4.5. Payment for Roaming Services is carried out through Telia. The basis for calculating the price for the Roaming Service and presenting an invoice to the Customer is the Pricelist as well as the pricelist of the foreign operator that was in force at the time when the Roaming Service was used. If information about changes in the pricelist of a foreign operator reaches Telia with a delay for reasons not depending on Telia, or a change in the currency exchange rate has taken place, Telia is not responsible for the accuracy of the fee for the Roaming Service (for the services of the relevant foreign operator) and its corresponding to the Roaming Service prices made available to the Customer on the Homepage. The cost of Roaming Services used abroad is calculated after the data that is used for compiling the invoice to the Customer has arrived; therefore, a Customer's current monthly balance and call specifications may not show the cost of calls and services rendered abroad.

4.6. Telia has the right, but not the duty, to render services to the Customer on a principle of credit, by applying a credit limit to the Customer and limiting services rendered to the Customer when that limit has been exceeded, while acting on the basis of the General Terms and Conditions as well as legal acts. Depending on the credit assessment of a Customer, Telia has the right to offer a credit limit different from the credit conditions described in the Pricelist or on the Homepage, or to render Services to the Customer without these limitations.

4.7. Telia may request, upon concluding a Contract or during its period of effectiveness, additional obligational guarantees from a Customer (e.g. surety, guarantee, deposit) as well as a prepayment (e.g. when the Credit Limit has been exceeded or the assessed credit ability of the Customer is not sufficient).

4.8. Telia has the right to demand and, in such a case, the Customer is also obliged to pay monthly fees for services rendered on a monthly fee basis for the period when Telia has, because of reasons set forth in legal acts, the Contract or Terms and Conditions, unilaterally limited the rendering of the Service.

4.9. Telia has the right to surrender debt claims that have arisen towards a Customer, or hand them over to third persons and to forward information related to the debt claim to companies authorised by Telia (e.g. debt collection and credit information companies). Upon Telia's request, the Customer is obliged to compensate the costs that have been incurred by the collection of the debt to Telia and/or third persons, including the corresponding costs set forth in the Pricelist.

4.10. If the Customer has not paid an invoice issued to them in due time, Telia has the right to request a delay fine for the sum not paid in due time:



4.10.1. from the user in the amount of three times the interest rate set out in the law. The rate set out in the law is the latest interest rate set by the European Central Bank for main refinancing operations, plus 8% per annum. The applicable interest rate is available on the Homepage;

4.10.2. from a legal person in the amount of 0.15% per day.

4.11. Upon termination of the Contract, Telia will present a final settlement invoice to the Customer within two (2) months from the date of the termination of the Contract, and the Customer is obliged to pay the invoice by the payment date indicated on the invoice. Unless specified otherwise in the Contract, Telia will return prepayments or deposits to the Customer in the amount that exceeds the total amount of invoices presented to the Customer for services rendered, on the basis of a written application presented to Telia by the Customer and containing all required information. This amount will be transferred by Telia, upon an application by the Customer, to the Customer's bank account within two (2) months from the date of termination of the Contract. The Customer does not have the right to request the payment of interest for prepayments or deposits.

## 5. DATA PROCESSING AND PROTECTION

5.1. Telia processes Customer Data in the manner, for the purposes and on the legal basis set out in the Privacy Notice, in accordance with contracts, legal acts (Electronic Communications Act, Personal Data Protection Act, European General Data Protection Regulation, etc.) and good business practices.

5.2. Telia considers Customer privacy and the protection of Data very important. Telia implements the necessary security measures to ensure the integrity, availability and confidentiality of the Data.

5.3. 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 legal acts. The measures required for this are implemented by Telia's internal 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.

5.4. The Customer must use Telia's Services and e-Environments in a secure manner and with necessary diligence, and ensure that the applications and devices (e.g. computer, smart phone, application, etc.) that the Customer uses 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.

5.5. 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 5.4 (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 fallen into the hands of unauthorised persons). In such cases, the Customer takes full responsibility for all results that may occur to them.

5.6. If the Customer enables the User to use Services based on the Contract concluded between the Customer and Telia, the Customer is responsible for making sure that the User has reviewed the Privacy Notice.

5.7. Telia processes Communications-related Data on the grounds of legal acts without the specific consent of the Customer for fulfilling the Contract or for the legitimate interests of Telia, in particular, for the following:

5.7.1. Identifying the Customer or User and their representative or contact person (hereinafter referred to in this clause as "Customer");

5.7.2. Performing the necessary operations (including sale and distribution, and forwarding service-related information to the Customer) for providing the Communication Service, information society service or other Service mediated or invoiced by Telia (hereinafter referred to in this clause as "Communication Service");

5.7.3. Serving the Customer and eliminating malfunctions;

5.7.4. Performing development and maintenance services in the Communications Network in order to ensure its integrity and functioning;

5.7.5. Provision and development of the e-Environment, its services and features, as well as the high-quality personalised user experience (e.g. recording language preferences, etc.) to the Customer, and forwarding information about the opportunities and security-related issues of the e-Environment to the Customer;

5.7.6. Calculating contractual service fees as well as compiling and sending notices and invoices to the Customer;

5.7.7. Documenting business and service activities and exchanging business information (including providing information to auditors during audits carried out in Telia);

5.7.8. Improving Customer service, including measuring the quality of the e-Environment and the Communication Service, usage activity and customer satisfaction, and for developing said services and business operations;

5.7.9. Maintenance or repairs of end devices and other after-sales services related to the devices;

5.7.10. Recording and preserving phone conversations and messages exchanged in the e-Environment 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 offering better Customer service;

5.7.11. Evaluating and forestalling possible business risks and damages related to providing the Communication Service;

5.7.12. Guaranteeing the fulfilment of the Contract (e.g. providing securities, concluding contracts of suretyship);

5.7.13. Protecting the violated or contested rights of Telia and for debt collection (including forwarding Communications-related Data concerning the violation of the Contract and/or debts to debt collection companies, lawyers, and other persons who are authorised by Telia to process the relevant data on the grounds of corresponding contracts with Telia);

5.7.14. Evaluating the creditworthiness and trustworthiness (payment discipline) of the Customer (including making decisions concerning the provision of Communications Service credit and contract terms);

5.7.15. Forwarding the Customer's payment disturbance (data related to a debt, the payment deadline of which has been overdue for more than 30 days (including the debtor's name, ID code and information about the amount of the debt, time of its occurrence and the type of transaction that caused the debt)) to credit information companies authorised by Telia (including AS Krediidiinfo, OÜ Krediidiregister) in the event of failure to comply with the Contract.

5.8. The overview concerning the processing of Communications-related Data for fulfilling the Contract and on the basis of the legitimate interests of Telia presented in clause 5.7 is not exhaustive. In the event of reasonable necessity and to a reasonable extent, Telia may process Communications-related Data for fulfilling the Contract or on the basis of the legitimate interest of Telia for purposes not listed in clause 5.7, provided it is in compliance with legal acts.

5.9. The Customer cannot refuse the data processing in question when using the Communications Service or e-Environment, as it would make it impossible to provide said services to the Customer.

5.10. The Customer is free to choose whether he or she consents or not to the processing (including profiling) of the Communications-related Data concerning the Communications Services used by him or her for marketing purposes in order to receive more personal service, offers and services. By consenting, the Customer gives his or her consent (Consent) to Telia by means of submitting a corresponding application (Application) to use his or her Communications-related Data for marketing purposes under conditions set out in the Application. The Customer may withdraw his or her consent later via Telia's e-Environment or by submitting a new corresponding written Application. Application or withdrawal of Consent cannot have retroactive effect.

5.11. Telia stores the Communications-related Data for as long as it is necessary to fulfil the usage purpose of said data or until the due date set out in a legal act. More detailed information about the storage term of Data is available in the Privacy Notice.

5.12. On the grounds of legal acts, Telia may authorise other persons, i.e. authorised processors, to process the Data (including Communications-related Data). 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 the right to use Data only for performing specific activities requested by Telia, and on the basis of a confidentiality contract concluded with Telia, containing confidentiality requirements. The list and contact data of Telia's authorised processors is available on the Homepage.

## 6. RIGHTS AND OBLIGATIONS OF PARTIES

In addition to the rights and obligations set forth in the Contract, General Terms and Conditions and other Conditions, the rights and obligations set forth in this chapter apply to Telia and the Customer within the framework of rendering and using the Service.

### 6.1. The Customer has the following rights when using the Service:

6.1.1. To use the Service personally or to enable Users or other third persons to use it. In any case, the Customer remains responsible to Telia for fulfilling of all its obligations arising from the Contract concluded with Telia;

6.1.2. To order Services and to change the parameters of a Service within the scope of options described in the Service Conditions or the Homepage, and as set forth in the General Terms and Conditions;

6.1.3. To receive information about the Services used (including information about the Customer's Credit Limit) from Telia;

6.1.4. To receive information about the usage of the Customer's Data from Telia, in accordance with legal acts;

6.1.5. To request from Telia the elimination of malfunctions that obstruct the functioning of the Service as set forth in the Contracts and Conditions;

6.1.6. To request a limitation of rendered Communication Services on their own wish, by submitting a corresponding application to Telia;

6.1.7. To submit written applications and suggestions to Telia, as well as pretensions about the Services, in ways set forth in the General Terms and Conditions;

6.1.8. To cancel the Contract as set forth in the Contract or in the General Terms and Conditions;

6.1.9. To request compensation for damages as set forth in the General Terms and Conditions;

**6.2. The Customer has the following obligations when using the Service:**

6.2.1. To fulfil obligations set forth in the Contract and in the Conditions;

6.2.2. To present truthful data to Telia upon concluding the Contract, and to guarantee sufficient authorisation for concluding the Contract;

6.2.3. To inform Telia as soon as possible, but not later than fifteen calendar days (15) from the date of the changes, about changes in the Customer's name, address, contact persons related to the Contract or data of Users as well as other important contact data.

6.2.4. To notify Telia immediately of the following circumstances:

6.2.4.1. Theft or loss of the Customer's personal identification documents or SIM card used by the Customer, password, PIN code or similar being exposed to third persons;

6.2.4.2. Starting of bankruptcy, liquidation or compulsory liquidation proceedings of the Customer, dissolution of the legal person and other circumstances that may hinder or make impossible the fulfilling of the Contract by the Customer;

6.2.5. To pay Telia according to the invoices presented and using the data shown on the invoices (account number, reference numbers, etc.) in due time. The Customer is not relieved of the obligation to pay the fees if they have not received an invoice issued by Telia. The Customer is obliged to notify Telia at once if they have not received an invoice;

6.2.6. To monitor themselves, if necessary, the Credit Limit applied to them and to make prepayments for Services exceeding the Credit Limit, including payment of the mentioned service fees by the deadline indicated on a prepayment or interim invoice presented by Telia to the Customer;

6.2.7. To enable persons authorised by Telia to access Telia's technical solution, including communication network, devices and lines, located on the Customer's territory or in possession of the Customer, if it is necessary for conducting works required for starting the rendering of the Service, for changing, checking or servicing the technical solution used for rendering the Service or for eliminating malfunctions;

6.2.8. To ensure the required electricity supply to terminal devices and systems connected to them, to fulfil the handling conditions of terminal devices described in Conditions and to guarantee, at the Customer's own expense, that the terminal device belonging to them is technically functional and equipped with the software needed for the Service (incl. the device has been configured according to Telia's requirements), unless specified otherwise in the Contract or the Terms and Conditions;

6.2.9. To keep and use the SIM-card properly, including ensuring confidentiality of the security codes of the SIM-card; to eliminate the possibility that the SIM-card is used without legal grounds, as well as the accessibility of the SIM-card for third persons; and to only use the Service with SIM-cards given by Telia to the Customer for this purpose;

6.2.10. Not to resell the Service (including partially) to third persons or to enable third persons to use the service for a fee or for free outside the location of the connection point set forth in the Contract concluded with the corresponding Customer; should this clause be violated, the Customer must cease this violation immediately upon Telia's first request and pay a contractual fine of six thousand (6,000) Euros to Telia, as well as compensate all damages caused to Telia and not covered by the sum of the contractual fine. This limitation is not effective if Telia and the Customer have agreed otherwise in writing;

6.2.11. Not to use the SIM-card for providing Communication Services to third parties or for mediating such services, including for ending third party calls in Telia's Mobile Phone Network or for forwarding calls of Telia's customers to third parties; should this clause be violated, the Customer must cease this violation immediately upon Telia's first request and pay a contractual fine of six thousand (6,000) Euros to Telia per each SIM-card involved in the violation, as well as compensate all damages caused to Telia and not covered by the sum of the contractual fine.

6.2.12. Not to use Services for performing or endorsing activities that do not comply with the Contract, Conditions, legal acts or good practices, or are otherwise inappropriate. Among other things, the Client is not allowed to perform or enable Users or other third persons to perform activities that bring along or may bring along any of the following:



6.2.12.1. Creating access to resources that the Customer is not allowed to access, including usage of network node resources or analysis of network node security systems, e.g. scanning the status (open/closed) of ports independent of the network node protocol (TCP/UDP) or determining operation systems, unless the corresponding right has been granted by the network node's administrator;

6.2.12.2. Usage of any kind of data, materials, software, intellectual property, trademarks, business secrets, etc. located in communication networks or terminal devices (including computers) in ways that are not allowed;

6.2.12.3. Unauthorised destruction, damaging or changing, or creating the risk of those, of the integrity of data assembled or collected by Telia or third parties using information technology means;

6.2.12.4. Usage or propagation, or creating the risk of those, of any computer viruses, programs or other software that may disturb or limit the functionality of a communication network or devices connected to it;

6.2.12.5. Using the Service for sending irrelevant or unwarranted messages (including bulk emailing) electronically to any persons, as well as endorsing or enabling it (so-called *open relay*). Among other things, simultaneous sending of anonymous or parodying and threatening messages, messages with counterfeit sender data, advertising materials, unauthorised announcements, etc. to recipients who have not expressed a wish to receive these messages is considered unwarranted bulk emailing;

6.2.12.6. Copying or any kind of forwarding of data and materials that will cause a steep increase in load compared to the usual load, to servers or any kind of communication networks, including the usage of program(s) that enable sending of electronic mail, e.g. for sending "email bombs", "chain letters", "pyramid schemes" or other forms of intrusive offers;

6.2.12.7. Any kind of propagation or endorsing the propagation of data, web pages or electronic mail that is not in accordance with effective legislation, or is insulting, obscene, slanderous, threatening, invading the privacy of others, racially, ethnically or otherwise aggressive, malevolent, inciting to physical or mental violence or to illegal activities;

6.2.12.8. Modifying the functionality of devices connected to the communication network for artificial engendering of bulk calls with the aim of earning illegal income from the corresponding communication fraud, as well as endorsing such activities or enabling them by third persons (incl. not taking necessary security measures), as well as misusing the possibility to call free numbers in any other way, and using the SIM-card in a way, or connecting it to a device that is not meant for making direct voice calls, or is used for sending SMS messages and/or making calls mechanically or automatically. If the Services have been used in the above mentioned prohibited manner by the Customer, User, or a third person on Customer's account, the Customer is obliged to pay for these Services to Telia as per issued invoice.

6.2.13. Violation of the obligations described in clauses 6.2.2, 6.2.4, 6.2.6, 6.2.9-6.2.11 and performing of the prohibited activities or actions mentioned in clauses 6.2.12.1-6.2.12.8 is considered a significant violation of the Communication Service Contract, in the case of which Telia has the right to limit the provision of Communication Services to the Customer.

### **6.3. Telia has the following rights when rendering the Service to the Customer:**

6.3.1. To establish, change or specify the conditions and descriptions of the provided Services, including, but not limited to, everything connected to calling the national emergency line and locating the connection point of the caller, by making the Conditions available on the Homepage and in Telia's stores;

6.3.2. To modify the Pricelist and Conditions as set forth in General Terms and Conditions;

6.3.3. To renew Telia's Communications Network and technical solutions used for providing the Services and to modify them in ways that affect the usage of Services, including making unilateral modifications to technical solutions used for providing the Service to the Customer as specified in the General Terms and Conditions, and consequently to change unilaterally the Conditions related to the Service, as specified in the General Terms and Conditions;

6.3.4. To change setting of end devices that belong to the Customer (e.g. update router or set-top box software, if it is necessary for maintaining high quality of Service in Telia's Communications Network);

6.3.5. To process Data in accordance with legal acts;

6.3.6. To organise consumer games and campaigns for Customers and to make campaign offers and discounts according to the conditions established by Telia;

6.3.7. To decline from providing further credit for Services when the Customer has exceeded the Credit Limit (including the immediate limiting of the provision of Services to the Customer) and/or to present a request to the Customer asking them to pay for the Services used by them immediately, or to present a prepayment or interim invoice;

6.3.8. To limit unilaterally the provision of Services to the Customer as specified in clauses 7.7 and 7.8;

6.3.9. To change the Contract on the basis of reasons set forth in clause 7.4 or to terminate the Contract for reasons set forth in clause 3.13, by notifying the Customer at least one (1) month in advance.

6.3.10. To prevent, without prior notice, the use of a mobile phone or other terminal device that has been stolen, lost (or become unavailable to the owner in another way), re-coded without authorisation or modified in another way in the network (blocking the IMEI code) by recording the IMEI code in the registry of forbidden mobile phones.

#### **6.4. Telia has the following obligations when rendering the Service to the Customer:**

6.4.1. To fulfil the obligations set forth in the Contract, Conditions and legislation while rendering the Service;

6.4.2. To render Services to the Customer within the working area of Telia's Communications Networks, as specified in the Contract, Conditions and legislation;

6.4.3. To issue invoices to the Customer as set forth in the invoicing procedures described in the General Terms and Conditions;

6.4.4. Upon the Customer's request, to issue information to them about Services, Conditions, Pricelist or issued invoices as well as the Credit Limit applied to them;

6.4.5. To maintain Telia's communications network and eliminate malfunctions of the communications network and lines at its own expenses, as set forth in legal acts, Contracts and Conditions;

6.4.6. To inform Customers, through means of mass communication, of significant disturbances in the work of the Communications Network that Telia is aware of and that concern a large number of Customers;

6.4.7. To inform Customers of changes to the Pricelist and Conditions using the Homepage or means of mass communication, as set forth in the General Terms and Conditions.

6.4.8. To use Data in accordance with legal acts.

### **7. CONDITIONS OF PROVIDING AND USING THE SERVICES**

7.1. Telia organises the construction of the technical solutions required for providing the Service, including the establishment of lines and structures, in a way that is considered optimal by Telia and takes into account suggestions made by the Customer. By concluding the Contract that acts as the basis for providing the Service, the Customer also gives Telia the right and consent to construct Telia's Communications Network and other required technical solutions in the Customer's building and on the Customer's territory.

7.2. If the establishment of a line is required to start using the Service (e.g. when connecting) or to re-start using the Service (e.g. when relocating), the costs of establishing the line are covered by the Customer. If requested by the Customer, Telia will establish the line by asking the Customer to cover the costs as stipulated in an agreement drawn up by Telia and approved by the Customer.

7.3. Telia has the right to make modifications to the technical solutions used for rendering the Service. If the corresponding modifications require the replacement of devices belonging to Telia's communications network, updating of their software, tuning or making other changes to the devices, the related costs will be covered by Telia. If the corresponding modifications require the replacement of devices belonging to or in the possession of the Customer (including those that have been given to the Customer to use on the basis of a Contract with Telia), updating of their software, tuning or making other changes to the devices, the related costs will be covered by the Customer.

7.4. Telia has the right to unilaterally change the conditions of a Contract concluded with the Customer (including the Service being used by the Customer and/or the Service Package and its conditions, the Customer's number or the way of dialling the number) and to replace the Service and/or Service Package used by the Customer with a similar Service and/or Service Package if Telia changes the technical solutions used for providing services in a certain area or at a certain address, or started providing the same Service or similar service which can replace the Service and/or Service Package on new grounds and conditions.

7.5. Telia will notify the Customer of changes in the technical solution used for providing the Service that entail additional expenses for the Customer, as well as of changes made to the Contract on the grounds described in clause 7.4, at least one (1) months in advance. If the Customer does not agree to these changes, they have the opportunity to cancel the Contract that forms the basis for using the corresponding Service, by notifying Telia thereof in writing.

7.6. In the event of theft or loss of a SIM-card, the Customer is obliged to submit an application to Telia immediately for limiting the Mobile Communications Service to the relevant number. The Customer is responsible for paying Telia for the services used through the Customer's mobile phone number until the moment of limiting the Mobile Communications Service.

7.7. Telia has the right to limit the provision of Service to a Customer unilaterally if:

7.7.1. The Customer is in serious breach of the conditions of the Contract (clauses 6.2.2, 6.2.4, 6.2.6, 6.2.9-6.2.11, 6.2.12.1-6.2.12.8);

7.7.2. The Customer has been late with paying for Services by more than fourteen (14) calendar days or exceeds the Credit Limit set to them;

7.7.3. The Customer has connected a non-functional or non-complying terminal device to the communications network, or;

7.7.4. The Customer disturbs the work of the communications network or the work of other users of the communications service by using their terminal device;

7.7.5. Limitation of the provision of communications service is needed for the erection, repair, replacing or maintenance of a communications network device or line structure;

7.7.6. The limitation is required by legislation.

7.8. In case of limitation of service on the grounds of the reasons described in clauses 7.7.1-7.7.3, Telia will notify the Customer thereof in a reasonable way, referring also to the time and reason for the limitation. After the reason for the above-mentioned limitation of Service has been eliminated, Telia has the right to request compensation for expenses made in reinstating the usage opportunity. In case of limitation of service on the grounds of reasons described in clause 7.7.5, Telia will notify the Customer thereof in a reasonable way at least five (5) Workdays in advance in the case of regular works and one (1) Workday in advance in the case of emergency works, referring also to the time and reason for the limitation.

7.9. Telia has the right to terminate the Contract without giving prior notice to the Customer, if the termination of the Contract is for reasons set forth in legal acts, Conditions or the Contract and the grounds for limitation have not been eliminated in the course of 1 (one) month from the day of appearance of the reason for limitation;

7.10. Telia is not responsible for the non-functioning or incorrect functioning of the Service if the Customer uses technical solutions, including lines, communications networks, network nodes or devices belonging to third parties or the Customer, and any of those mentioned does not function or functions incorrectly.

7.11. In case of temporary overload of the mobile phone network (e.g. on a national celebration, at a mass event or other gathering, or because of an extraordinary event), Telia cannot guarantee a faultless operation of Mobile Communications Services and is not responsible for such temporary disturbances in the work of the mobile phone network and/or usage of Mobile Communications Services.

7.12. When using the Services, including for forwarding information through communications networks, the Customer is independently responsible for complying with the legal acts that regulate the usage of copyright, personal data protection and the usage of databases, as well as other legal acts.

## **8. ELIMINATION OF MALFUNCTIONS OF COMMUNICATIONS NETWORKS AND MAINTENANCE WORKS**

8.1. Telia will eliminate the malfunctions of Telia's communications networks and lines within a reasonable time. Reasonable time means the elimination of the malfunction no later than during the next Workday following the reporting of the malfunction. Other maintenance and support services offered by Telia are provided by Telia as set forth in the Conditions and Pricelist published on the Homepage.

8.2. If Telia does not eliminate the malfunction that obstructs the full functioning of Communication Services on the next Workday after it was reported, or does not eliminate the limitation set for installing, repairs, replacement or maintenance of communications network or line structure during the next Workday following its setting and, as a result of that, the Customer cannot use the Communication Service because of Telia's fault, as compensation, Telia will relieve the Customer from paying the monthly fee from the next-but-one Workday following the reporting of the malfunction or the setting of the limitation, until the opportunity to use the Communication Service has been reinstated.

8.3. The costs of maintenance of Telia's communications network and of the elimination of its malfunctions are covered by Telia. The elimination of malfunctions of lines, line parts or terminal devices belonging to or in the maintenance area of the Customer is arranged in agreement with Telia and the costs of the elimination of the malfunction are covered by the Customer according to the Pricelist, except in cases where the corresponding malfunction was due to a fault of Telia.

8.4. Unless the Parties have agreed otherwise, the line part from the endpoint of Telia's communications network to the Customer's device belongs to the maintenance area of the Customer. The endpoint of Telia's mobile communications network is a radio interface, the specification of which has been brought on the Homepage. The endpoint of Telia's other Communications Network is generally located on the border of the immovable in possession of the Customer.

## **9. RESPONSIBILITY AND SETTLING OF DISPUTES**

9.1. In the event of wrongful violation of the Contract or Conditions by Telia, the Customer has the right to demand compensation from Telia for direct material damages caused to the Customer by the corresponding violation. Besides this, a Consumer also has the right to demand compensation of non-material damages caused to them. Telia is not responsible for other damages that may occur to the Customer, and is not, among other things, obliged

to compensate forgone revenue, costs related to interruption of business, or decrease of profit, decrease in the value of stock or the value of company, or other similar losses.

9.2. Violations of responsibilities that have been caused by force majeure are considered acceptable and do not incur responsibility.

9.3. Force majeure means any kind of unforeseeable circumstance or event over which a Party has no control and the Party could not have been reasonably expected to foresee or forestall this circumstance or overcome the circumstance or its results. Among other things, fire, explosion, natural disaster, war, energy supply disruption and disturbances in energy supply, strike, traffic jams, physical damaging of communications cables and devices by third persons, malfunctions in communications networks or lines belonging to third parties, strong rain or snow, storm, lightning or other circumstances independent of the will of Parties and making it impossible to fulfil obligations arising from the Contract are considered force majeure.

9.4. In the case of disagreements between the Parties, efforts are made to solve them by negotiations. Disputes that cannot be solved by negotiations are to be solved in a court of Telia's location, i.e. the Harju County Court, unless legal acts dictate otherwise imperatively. If the plaintiff is a Consumer who has moved to live in another country after concluding the Contract, or has moved their place of activity or location to another country, or if their place of activity, residence or location is not known during the filing of an action, the dispute will be solved in Harju County Court. The Consumer can also file a complaint to a consumer complaints committee.

9.5. The Customer has the right to present their claims, including demands of compensation of damage, against Telia as soon as possible, but not later than one (1) year after the moment when the Customer learned or should have learned of the circumstance that forms the basis for the claim or demand of compensation. In the event of the Customer challenging the fee asked for the Service, it is understood that the Customer learned of the circumstance that forms the basis of the claim when Telia issued the invoice to the Customer. Therefore, the Customer may only challenge the amount of the fee within one (1) year from the issuing of the corresponding invoice. Telia has the right to request that the claim be presented in writing or in a form that can be reproduced in writing. The Customer is obliged to duly pay for the Services rendered to them to the extent of the fee amount that the Customer does not challenge.

## **10. IMPLEMENTING PROVISIONS**

10.1. This redaction of the General Terms and Conditions becomes effective on 25 May 2018, declaring invalid the redaction of the General Terms and Conditions Telia Eesti AS, that became effective on 14 February 2018.

10.2. In matters not regulated by the Contract and Conditions, the Parties act on the basis of legal acts and the principles of bona fide and common sense.

10.3. If a clause of the Contract and/or Conditions is in conflict with a legal act, the Contract and/or Conditions remain valid in other matters. In case of conflict between legal acts and a clause of the Conditions or Contract, the regulations set forth in the legal act apply. Telia will replace the clauses in conflict with legal acts with clauses that are not in conflict with them, within a reasonable time.

10.4. In case of possible uncertainty between the Estonian and foreign language versions of Contracts and/or Conditions, the Estonian text takes priority.