



Terms of Service No. ET.05.IN.88.A

Name of service: Email with own domain

1. Definitions

Telia	Telia Eesti AS;
Domain	Name used for Customer identification in the Domain Name System;
User	A person authorised via the administration interface by the Administrator representing the Customer, as well as the Administrator;
Administrator	A person authorised by the Customer to use the administration interface for setting up Users and administering the Service to the extent specified in the respective user manual;
Administrator Account	Domain-specific username and password allocated by Telia to the Customer, enabling the Administrator to administer User accounts;
Server	Technical resource, owned by Telia, for providing shared services.

2. Description of the Service

E-mail with own domain is a service (Service), which enables the Customer to use the e-mail service by linking it with the Customer's domain name. The e-mail service is administered via the administration interface.

Information on any additional services offered with the Service is available on the Website.

The Service enables the Customer to use the Administrator Account for creating and using e-mail user accounts in accordance with the functionalities offered by Telia in order to use the e-mail address format [user@companyname.ee](#), subject to the availability of a properly registered domain name.

Detailed information on the terms of use, functionalities and technical requirements and parameters of the Service is available on the Website.

Quality parameters: Telia will ensure cumulative availability of the Service for 98.5% of each calendar month (i.e., the total maximum duration of Malfunctions shall not exceed 11 h per calendar month). The Service will not be available in case of a Malfunction.

In case of a loss of and/or damage to the integrity of the Customer's data for reasons caused by Telia, Telia will ensure recovery of respective data up to the point of no more than 24 h prior to the event, which caused the loss of or damage to the data.

3. Price

The fees payable for the use of the Service are specified in the Price List. The amount of monthly fee depends on the range and volume of the Services requested by the Customer. In addition to the monthly fee, the Customer is required to pay for any paid services ordered by the Customer in accordance with the Price List.

4. Elimination of Malfunctions and maintenance work

The Service is considered to be non-functional (a case of Malfunction) if any of the following conditions is not fulfilled:

- 4.1. The Service is usable (responds to imap/pop3/smtp queries); the usability of the Service is measured by making test queries from a monitoring server in Telia's communication network once every five minutes. A Malfunction is registered upon three consecutive queries with a negative result and the time of the first negative query is deemed to be the start of the Malfunction period. If it is followed by two consecutive successful queries, the Malfunction is deemed to have ended from the moment of the first successful query;
- 4.2. Responses to test queries are received in less than 2500 ms; the usability of the Service is measured by making test queries from a monitoring server in Telia's communication network once every five minutes. A Malfunction is registered upon three consecutive queries with a negative result and the time of the first negative query is deemed to be the start of the Malfunction period. If it is followed by two consecutive successful queries, the Malfunction is deemed to have ended from the moment of the first successful query.

If a Malfunction is discovered, Telia will ensure elimination of the Malfunction, without a separate compensation, up to the Server as soon as possible, but not later than is required to maintain the availability specified in the Terms of Service.

Telia will not be responsible for eliminating malfunctions in devices, which are not owned by Telia.

Within the scope of the Service, Telia will not be responsible for the functioning, or elimination of malfunctions, of the internet connection, which is required for using the Service. If the Customer uses the Service based on an internet connection offered by Telia, Telia will be responsible for the functioning thereof in accordance with the terms and conditions of the contract for the use of the respective internet connection.

Telia has the right to perform maintenance works between 10 p.m. and 4 a.m. on the second Monday of each month, as well as after notifying the Customer of any planned maintenance work 24 hours in advance. Any disturbances that may occur in the functioning of the Service during the aforementioned periods will not be considered Malfunctions. Telia has the right to perform extraordinary maintenance without notifying the Customer in advance.

5. Responsibility of the Parties

5.1. Telia's rights, obligations and responsibility

Telia undertakes to make reasonable efforts to maintain confidentiality, security and integrity of data entered in the Service by Users and to prevent unauthorised persons from gaining access to respective data.

In case of a threat to the security or stability of the Service, Telia has the right to restrict the use of the Service for the Customer until the threat is eliminated, by modifying the parameters of the website hosting service specified in the Terms of Service to the extent that is directly required to eliminate the threat, without notifying the Customer in advance. Telia is required to inform the Customer of the extent and reasons of the modification as soon as possible, but no later than on the first Business Day following the modification.

After discovering a loss or damage to the integrity of data in the Service for reasons caused by Telia, Telia is required to notify the Customer's Administrator by e-mail as soon as possible and to recover the data in accordance with the procedure specified in the Terms of Service.

If it is discovered that the Customer does not have the right to use one or several of the domain names associated with the Service, Telia will have the right to suspend the Service after sending a respective e-mail to the address of the Administrator one (1) hour in advance. In addition, Telia will



have the right to claim from the Customer compensation for any damage caused to Telia in connection with the aforementioned situation. Interruption of the Service in connection with the aforementioned circumstances is not considered a Malfunction.

Telia has the right to remove from the Service, without advance notification, the possibility to use any software/scripts of the Customer, which have faults that compromise the operation of the Server, cause an abnormal workload or are illegal. Interruption of the Service in connection with the aforementioned circumstances is not considered a Malfunction.

If a User ignores the prohibitions of service use as specified in the regulations of IT services, Telia will have the right to restrict the use of services provided to the Customer at once, by blocking the Administrator Account and User accounts until clarification of the circumstances, notifying the Customer of the restriction and the reasons thereof as soon as possible in a reasonable manner. If the prohibitions are ignored repeatedly, Telia will have the right to delete the respective Administrator Account and the associated User accounts.

In case of a threat, originating from the public internet, to the security or stability of the information technology environment of Telia and/or other Customers, Telia will have the right to suspend the use of the Service until elimination of the threat, without notifying the Customer. After completion of relevant procedures, Telia will inform the Customer of the extent and expediency of those procedures.

5.2. Customer's rights, obligations and responsibility

The Customer will be solely responsible for the compliance of the content and processing of the data, which is entered in the Service by Users, with the applicable laws of the Republic of Estonia.

The Customer is required to maintain confidentiality of the username and/or password, given to the Customer by Telia to enable access to the Service, and to refrain from transmitting them to unauthorised persons to grant them access to the Service. If the Customer transmits the username and/or password, given to the Customer by Telia to enable access to the Service, to third parties or fails to maintain confidentiality thereof, the Customer will be independently responsible for any consequences of such violation.

The Customer will be independently responsible for the consequences of any actions performed using the Administrator Account, including compliance with the requirements of the Contract and the associated documents by all Users.

If Telia fails to eliminate a Malfunction within the period specified in the Terms of Service, the Customer will have the right to claim from Telia contractual penalty for each hour when the elimination of the Malfunction is delayed until actual elimination of the Malfunction. The amount of the contractual penalty per hour will be 1/30 of the monthly fee payable for the use of the Service according to the applicable Price List, but the total sum may not exceed the amount of one (1) monthly fee. Each new hour will be rounded to a full hour.

If Telia fails to recover lost data in accordance with the conditions and periods specified in the Terms of Service, the Customer will have the right to claim from Telia contractual penalty to the extent of the monthly fee specified in the Price List for each calendar day, from the moment when the obligation to recover data emerged until the actual recovery of data, but the total sum may not exceed six hundred forty (640) euros.

The Customer will have the right to submit the aforementioned contractual penalty claims within three (3) months from the moment when the Customer became aware of occurrence of the circumstance constituting the basis of the contractual penalty claim.

General limitation of liability

In addition to contractual penalty payments, both Parties are required to compensate each other for any direct material damage and documented damage, caused to the other Party by violation of the



Contract, to the extent not covered by the contractual penalty, but the total sum may not exceed six thousand four hundred (6,400) euros the during the period of validity of the contractual relationship.