

## Product Terms and Conditions No ET.05.IN.68.H

**Product name: Business Phone**

### 1. Terms

<b>Base Connection</b>	A connection that acts as the basis for using Business Phone, including a broadband Internet connection;
<b>Telia</b>	Public limited company Telia Eesti AS;
<b>Endpoint of Telia's communication network</b>	The point in Telia's communication network where access or an access opportunity to Telia's communication network or networks has been created for the Customer;
<b>User</b>	A person (employee of the Customer), who is allowed by the Customer to use services that are a part of the Product;
<b>Username</b>	Identifier of a User, enables access to using the Product in combination with a Password;
<b>User Devices</b>	Compliant IP phone, IP adapter or some other device or software installed on the User's device that meets the parameters listed on the Telia website and which enables the use of services in the framework of the Service;
<b>Line</b>	Set of technical equipment connecting an Endpoint of Telia's communication network with the Connection Point;
<b>Service Portal</b>	Portal for managing Telia's Internet phone call services, allowing activation and administration of various services related to Internet phone;
<b>Network Devices</b>	All devices with their software, including the Customer's terminal devices that are connected to the Connection Point for using the Product;
<b>Connection Point</b>	The point where the terminal devices needed for using the Product are connected to the Line.

### 2. Product Description

Business Phone is a Product that allows usage of Voice over IP (VoIP) Internet call services and additional services independently of location through a complying Base Connection. To use the Product, Telia will provide a number for the Customer, as well as a corresponding Username and Password, which will guarantee the Customer (User) access to the Service Portal and facilitate activation of a phone service.

The Customer is obliged to eliminate the possibility of the Username being disclosed to third persons, is responsible for all consequences of the violation of this requirement (including the consuming of paid services using the Username and the Password), and is obliged to guarantee that Users will follow this requirement regarding the Username and Password granted for administrating the services.

The functions provided by the Service Portal (e.g. Call Registry) are only meant to be used by the Customer/User, and the Customer/User is responsible for not disclosing information obtained through the Service Portal to third persons without proper legal necessity.

If a Customer and/or a User connects to an emergency phone line through the Product, Telia cannot guarantee that it will determine the location of the Customer and/or the User for technical reasons. When Internet calls are used as part of the Product for accessing an emergency centre, the Customer and/or User will also be connected to the emergency centre if the call is initiated from abroad.

Each User is able to manage the functionalities of voice calls included in the additional services package personally in the Service Portal, by using the Username and Password related to the number. Actual usage possibilities of the functionalities depend on the contents of the Additional Services package selected by the Customer, as described on Home Page and depending on the limitations determined by the User Devices and the limitations set by the Customer for Users. When using the functionality of call recording, the Customer is responsible, among other things, for complying with all legal requirements. If the Customer uses other music than what is provided by Telia for call waiting music, the Customer is responsible for complying with all legal requirements and for guaranteeing that they have all the rights needed to use the corresponding work. Telia has the right to request compensation of damages caused by the violation of the abovementioned requirements.

Internet calls can also be used outside Estonia. When making Internet calls abroad, the Customer is responsible for complying with all the legal regulations applicable in their country of location.

### **3. Technical Prerequisites and Parameters for Using the Product**

The download and upload speed of the Internet connection used for voice services must be at least 100 kbit/s for each call. The required Internet connection depends on the number of simultaneous Internet calls – for the service to function properly, approximately 100 kbit/s of bandwidth is required for each voice call.

In order to start using the voice call service, corresponding User Devices have to be installed in the Customer's premises and/or corresponding software installed in the User Device.

User Devices must comply with the parameters and conditions specified on the Home Page. This means that, among other things, the devices of the Customer's computer network (e.g. router, switches, etc.) must:

- transfer SIP protocol packages without distortion;
- support the SIP standard RFC 3261;
- support the setting of a user identifier with a domain extension (as [number@elion.ee](mailto:number@elion.ee));
- support codecs G.711 and/or G.729.

In order to use a phone based on software, it is necessary to download the relevant software to the User Device (computer, smart device) and to configure it based on the service. Entering a Username is one of the prerequisites for activating and using a software phone.

Telia's references to various software options have been included as samples with which the service can be used based on the as is principle.

#### **Quality requirements of call services:**

- the probability of connection is not less than 95% with all voice call types;
- the time of establishing a connection for intra-network calls is not more than 5 seconds;
- the time of establishing a connection for inter-network calls is not more than 10 seconds;

As the constant availability and quality of Internet voice call services depends, among other things, on the functioning of the global Internet network not controlled by Telia, as well as the parameters and/or load of the Internet connection used by the Customer for Internet voice calls, Telia does not guarantee constant availability and quality of Internet voice call services, and shall not be held accountable for them in front of the Customer (including in cases when the conditions specified on the Home Page have been met by the Customer).



#### **4. Price**

Fees to be paid for using the Product are specified in the Pricelist. The amount of the monthly fee depends on the amount of numbers given for using Business Phone, and additional services subscribed to.

In addition to the monthly fee, the Customer is obliged to pay a sum specified in the Pricelist for the voice calls made from the numbers given to the Customer's use, and additional paid services subscribed to, including in cases when the corresponding calls have been made or services subscribed to through software phone.

#### **5. Elimination of Malfunctions and Maintenance Works**

Telia will eliminate Malfunctions that disturb the functioning of the Product as described in the General Terms and Conditions. Telia will eliminate the malfunctions of Telia's communications networks and lines within a reasonable time. A reasonable time means the elimination of the malfunction no later than during the next Workday following the reporting of the malfunction.

Telia has the right to perform the maintenance works required for the functioning of the product on every weekday for a maximum consecutive period of six (6) hours between 01:00 and 07:00. During maintenance works, disturbances may occur in the functioning of the Product that will not be considered Malfunctions. Information about maintenance works is available on the Home Page.

Non-functioning or a quality decrease of Internet voice calls provided as part of the Product that is caused by the parameters or load of the Customer's Internet connection or User Devices, as well as by the non-functioning of Internet network, is not considered a malfunction and Telia is not responsible for it.