



## Product Terms and Conditions No ET.05.VA.01.D

### Name of product: Call recording

1. The Terms and Conditions of Use (hereinafter also Product Terms and Conditions) stipulate the terms and conditions valid for the use of the technical platform Call Recording (hereinafter the Service) provided by Telia Eesti AS.
2. In all issues not fixed in the Product Terms and Conditions (including about amending the Product Terms and Conditions), the Parties shall proceed from the provisions stipulated in the General Terms and Conditions.
3. Under the service Call Recording, Telia will create a call recording service facility for the Client that allows the Client on the basis of its prior expression of will upon accepting the Product Terms and Conditions to do the following:
  - 3.1. save the calls of the Client taking place via the Client's VoIP service phone numbers specified by the Client as of accepting the Product Terms and Conditions;
  - 3.2. preserve the recordings on the terms and conditions specified in the Product Terms and Conditions in Telia's server, send the recordings to the Client's ftp server on the basis of its prior expression of will or save them in a location chosen by the Client.
4. The Service is deemed as ordered by the Client and Telia shall activate the Service as of the moment the Client accepts the Product Terms and Conditions (confirmation in the e-environment using the click-accept method). Proceeding from the circumstance that upon accepting the Product Terms and Conditions, the Client, who is a person involved in economic and professional activity, creates a contractual relationship with Telia, the Parties agree that the conditions valid for the contracts entered into through the computer network arising from the Law of Obligations Act shall not apply to entering into this contractual relationship.
5. The Client warrants and represents that it is aware of the requirements arising from the legislation pertaining to ordering and using the Service (incl. further use of the recordings) and is solely liable for following them. Among other things, the Client undertakes to inform all persons (incl. the Client's employees) who use or may use (incl. incidentally) the VoIP phone numbers of the Client with regard to which the Service has been activated of the fact that calls made via these VoIP numbers are recorded and that the Client can listen to them. In the events provided by law, the Client must, in addition to informing these persons, obtain proper consent from the persons for making the recordings.
6. The Client can access the recordings of the Client's calls stored on Telia's server via the environment <https://teenused.telia.ee>, using the unique password(s) given to the use of the Client by Telia upon activating the Service. The Client is obliged to keep the passwords confidential and ensure that any unauthorised persons (third parties) can't access them.
7. Telia processes the Client's data and the data of the persons using the Client's VoIP phone numbers with the Client's consent (incl. the substance and form of the Client's call recordings) for the purpose of provision of the Service, provided that it is directly necessary in order to enable the provision and functioning of the Service.
8. With the service, the call recordings made by the Client will be saved in Telia's servers, as chosen by the Client, either for 10 calendar days ("plan 1") or 60 calendar days ("plan 2") since the occurrence of the respective calls of the Client. Upon arrival of the aforementioned due date, Telia will delete the Client's call recordings. If the Client decides to use the option to send their call recordings from Telia's servers to the Client's ftp-server within the aforementioned period, the respective call recordings will be automatically deleted from Telia's servers and Telia shall not be obliged to continue storing the respective call recordings.



9. Telia will fulfil security and confidentiality duties that are necessary to prevent the server and the environment used by Telia on which the recordings of the Client's calls are preserved upon using the Service from being accessed by unauthorised persons.
10. The Client is solely responsible for any and all consequences that may result from the fact that the Client's warranties and representations specified in Clauses 4-5 are not true (in full or in part) or if the Client does not duly follow the terms and conditions set out in Product Terms of Service.
11. The technical solution provided by Telia shall save the call recordings made by the Client for 10 calendar days (Package 1) or 60 calendar days (Package 2) as of the calls being made. Upon expiry of the said term Telia shall delete all existing call recordings.
12. Upon subscribing to the Service, the Client shall pay the single subscription fee and the monthly fee for the use of the Service pursuant to the tariffs specified in the Price List and on the basis of the invoice submitted by Telia.
13. The Client and Telia shall have the right to terminate the contractual relationship entered into by accepting the Product Terms and Conditions any time by submitting a termination declaration to the other Party at least 10 (ten) calendar days in advance.
14. Upon accepting the Product Terms and Conditions, the representative of the Client represents and warrants that they have the legal right to represent the Client, they have read and accept the Product Terms and Conditions and ensure the fulfilment of the terms and conditions by the Client.