



Terms and Conditions for Using the Internet Connection Service of Telia Eesti AS

I General information

In the form of the Internet connection services (hereinafter the "Service" or the "Internet"), Telia offers its Customers the home or business Internet service and the mobile Internet service.

The home or business Internet service enables the Customer to use permanent connection at the agreed location (hereinafter the "Connection Point") through Telia Communications Network and on the basis of various technologies. If Telia offers the Customer the home Internet based on mobile technology, the same applies to the Service that has been established in these terms and conditions.

The mobile Internet enables the Customer to use the mobile technology-based Internet connection through Telia Communications Network both in Estonia and abroad in the case of the Roaming Service.

The choice and the terms and conditions of the Internet plan speeds and other parameters and the options for using other Telia services depend on the technical solution based on which Telia offers the Internet to the Customer at a specific location. The Customer can choose the Internet plan with a suitable speed within the framework of choices offered by Telia.

The Internet plan speeds, other parameters and the terms and conditions, and also the options for using other services have been established in the Price List, the Service terms and conditions, and the present terms and conditions, which are available to the Customer on the Website. The Website enables to thoroughly review the Internet plans offered by Telia, including any information about the characteristics of a specific plan, the options for using applications and content within the framework of the plan, etc.

II Internet connection speeds

Home and business Internet

Telia offers its Customers the home and business Internet at the basic speed of the plan (Advertised speed). The Advertised speed is also the maximum speed of the plan.

Regular speed, which the Customer can use in Telia Communication Network a majority of time within one month, is at least 90% of the maximum or the Advertised speed.

Depending on the technology Telia uses to provide the Internet to the Customer, the minimum Internet speed is 20–50% of the maximum speed of the plan used by the Customer or the Advertised speed.

The above-mentioned speeds have been ensured within Telia Communication Network starting from the Customer's device, which has been first connected to Telia Communication Network at the Connection Point, to the first network node of Telia. Regular speed is ensured if the Customer does not simultaneously use Telia Special Services as described below. The minimum speed is also ensured to the Customer upon using the Special Services. Telia does neither have the option nor obligation to ensure speeds outside of Telia Communication Network.

The home and business Internet speed at a specific moment of use depends, among other things, on several circumstances outside of Telia's area of responsibility: for example, devices used by the Customer (technical parameters of the computer or other apparatus), any circumstances belonging under the responsibility of the Customer or a third person (strength of WiFi in the Customer's WiFi network, technical condition of line part or internal network belonging to the Customer or a third person), and the use of various content services or applications by the Customer.

Upon measuring the home and business Internet speed, the Customer and Telia shall be guided by the instructions for measuring the Internet connection speeds established by Telia, which are available on the Website.

Mobile Internet

In the case of the mobile Internet, the plan speed provided in the Price List or on the Website is the maximum speed that is technically enabled by Telia Communication Network.

The connection speed of the mobile Internet at a specific moment of use depends on several varying circumstances of which a part cannot be influenced by Telia or which do not belong under the responsibility of Telia (for example, the distance of the Internet user from the base station, the general load of the base station at a specific moment, technical parameters of the apparatus used by the Customer (telephone, computer, tablet computer, etc.) and other factors).

Additional information about the results of the measurement of the average data speeds of the mobile Internet is available on the website of the Technical Regulatory Authority and Telia Website.

Impact of Telia Special Service on the used Internet

The use of optimised services or the Special Services offered by Telia (for example, Telia TV and Internet telephone, etc., hereinafter the "Special Service") does not generally significantly affect the Internet quality provided to the Customer. Depending on the extent of the Special Service use and the technical solution of the Internet, the use of Telia TV as the Special Service may, however, reduce the Internet speed of the Customer to a certain extent. The Internet speed will be affected due to the fact that in order to ensure the high-quality functioning of the Special Service, it is technically necessary to prioritise the data traffic related to its provision with the Internet traffic.

For example, upon simultaneously using Telia TV with one to two viewer seats and the Internet, there will be no significant impact on the Internet quality, including the speed, if the Customer uses optical cable-based Internet. The impact on the Internet speed is more apparent in the case of the Internet provided on the basis of ADSL technology. Therefore, upon implementing the Internet on the basis of ADSL technology, the use of Telia TV will be limited with an option to use up to two viewer seats.

The Customer should take into account that upon using Telia TV with more than two viewer seats or watching HD quality TV channels or watching any broadcasts later may significantly reduce the Internet speed simultaneously used by the Customer (i.e. approximately 4–8 Mbit/s). Such impact on the Internet speed arising from the choice of the Customer is not considered as a violation of the Service provision by Telia.

III Using mobile Internet

The Customer can use the mobile Internet in accordance with the terms and conditions of a specific Internet plan (see the use options for the applications and content corresponding to the plan on the Website) and in such a regular capacity, which neither interfere with other mobile service users nor cause interference in Telia Communication Network.

To use the mobile Internet, Telia shall provide the Customer with one dynamic private IP address. Upon request, the Customer can also order an accompanying static IP address for a separate fee.

Upon request, the Customer can also close the use of the mobile Internet (as a paid service).

If the Customer uses all monthly data capacity of the mobile Internet plan, Telia either limits the Service speed (up to 64 kbit/s while downloading and up to 32 kbit/s while uploading) or the Service use, depending on the terms and conditions of the plan used by the Customer. The Service is limited until the end of the current month, except if the Customer subscribes to a plan with greater data capacity or additional data capacity.

Upon using Mobile Internet, the Customer shall pay capacity-based, daily or monthly fee in accordance with the chosen plan. Upon using the Roaming Service, additional fees may be added according to the Price List and the price list of the corresponding foreign operator which was valid during the time the Roaming Service was used.

Upon using the mobile Internet capacity, both the uploading and downloading of data by the Customer is taken into account.

IV Addressing complaints related to the Internet

If the Customer's measuring data show that the Internet speed is constantly or regularly significantly lower than the regular speed of the used Internet plan (particularly in the event of the home and business Internet and excluding the situation in which the speed is reduced due to the use of Special Services by the Customer), the Customer shall have the right to file a complaint against Telia by contacting Telia via info@telia.ee and following the procedures for complaint settlement and term provided in the General Terms and Conditions.

Telia reviews the Customer's complaint within an average of 14 working days and up to 30 working days, and answers the Customer by e-mail or telephone.

If the Customer does not agree with the solution offered by Telia, he or she has the right to contact the Consumer Disputes Committee of the Consumer Protection Board (including by means of the corresponding web environment) or bring the case to a court.

If it appears that Telia has failed to provide the Service to the Customer under agreed terms and conditions (has violated the contract), in addition to filing a complaint, the Customer shall have the right to refuse to pay the monthly fee for the Internet or pay it partially (discounted price), demand compensation for any damages in compliance with the General Terms and Conditions, and withdraw from the contract or cancel it.

V Security of Internet use

In order to ensure the security of Internet use (including to prevent the failures and attacks of the Communication Network or for other security reasons), Telia may limit or suspend the Service use or unilaterally change the Service functions or the terms and conditions of use (including the right to limit or suspend the Service use).

Telia may carry out technical inspections with regard to outgoing e-mails to increase security and, among other things, mark or not forward e-mails that are considered spam or viruses without notifying the Customer.

To increase the level of security, the Internet connection ports are closed by default.

Upon using the Service, the Customer should independently implement necessary precautions to ensure that the Device used for the Service would be secured and protected against any IT attacks. To this end, the Customer should use antivirus and firewall software and similar tools while regularly updating them in accordance with the recommendations of the software manufacturer.

VI Information about data traffic management measures

In order to effectively use the network resources and ensure the general service quality, Telia makes use of such reasonable data traffic management measures, which do not affect the Customer's Service use and its functioning. At the same time, Telia ensures equal treatment of similar technologies and protocols.

Telia shall have the right to disregard the requirements applied to the reasonable data traffic management measures only in exceptional cases provided by law, for example, to ensure compliance with the requirements provided in the current legislation or orders established by the court or state authorities, in order to preserve the connection network, the wholeness of the provided services through this and the apparatus of end-users, and the security or to prevent the overloading that threatens the connection network or mitigate the consequences arising from temporary or extraordinary overloading. As the above-mentioned measures, Telia may, among other things, partially limit or temporarily suspend the Service provision, depending on the specific situation and the characteristics of the problem that needs to be settled.

Upon processing personal data within the framework of data traffic management measures, Telia is guided by the provisions established in the General Terms and Conditions and the Principles for Using Data.

VII Validity of terms and conditions

These terms and conditions for using Telia Internet connection services apply to the following:

- 1) Contracts on the mobile Internet service;
- 2) Contracts on the home and business Internet service;
- 3) Contracts on the specific Internet solutions, except in the case where the contract on the specific Internet solutions has different provisions for a specific condition in which case the provisions of the contract on the specific Internet solutions shall apply.