



Terms and Conditions for Using the Internet of Diil

I General information

Telia Eesti AS (hereinafter "Diil") offers its Customers the mobile Internet service (hereinafter the "Service") under the trademark of Diil. The mobile Internet enables the Customer to use the mobile technology-based Internet connection through Communications Network (hereinafter the "Communications Networks") both in Estonia and abroad in the case of the Roaming Service.

The Internet plan speeds, other parameters and 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 Diil Internet plans, 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

Depending on the terms and conditions of the specific Internet plan chosen by the Customer, in the case of the mobile Internet of Diil, the basic speed of the plan provided in the Price List or on the Website is either theoretical maximum speed, which is technically enabled by the Communication Network or the maximum speed of the plan (Advertised speed), which the Customer can use in the 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 Diil or which do not belong under the responsibility of Diil (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 Diil Website.

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 the Communication Network. To use mobile Internet, Diil shall provide the Customer with one dynamic private IP address.

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, the Service use is limited for the Customer (120 kbit/s while downloading and 64 kbit/s while uploading). After limiting the speed, the subsequent mobile Internet use is free for the Customer within Estonia. 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 if it is possible according to the terms and conditions of the plan. Upon using Mobile Internet, the Customer shall pay capacity-based, daily or monthly fee (in accordance to 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, the Customer shall have the right to file a



complaint against Diil by contacting Diil via info@diil.ee and following the procedures for complaint settlement and term provided in the General Terms and Conditions.

Diil 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 Consumer does not agree with the solution offered by Diil, 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 Diil 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), Diil 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). Diil 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, Diil 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, Diil ensures equal treatment of similar technologies and protocols.

Diil 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 requirement 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, Diil 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, Diil 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 the services of the Internet connection of Diil shall apply to all contracts on the mobile Internet service offered under the trademark of Diil.