

# GENERAL TERMS AND CONDITIONS OF TELIA EESTI AS



## 1. General Terms and Conditions

*What are General Terms and Conditions?*

- 1.1. The General Terms and Conditions set out the prerequisites and important provisions of the contractual relationship between Telia and a Customer. The General Terms and Conditions apply when using Telia's services and e-Environments.
- 1.2. Definitions of the terminology used in the General Terms and Conditions are provided in the last section.

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## 2. Concluding Contracts

*Becoming a Customer*

- 2.1. To become Telia's Customer, it is necessary to conclude a Customer Contract, constituting the framework agreement for the relationship between Telia and the Customer. To conclude a Customer Contract, read the Privacy Notice and agree to the General Terms and Conditions. Thereafter, a Service or other contract (Contract) may be concluded to use Telia's Services.

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*Terms and conditions to a Contract*

- 2.2. Upon the provision of Services and selling of goods, the Parties are also guided by other Terms and Conditions in addition to the provisions provided in the General Terms and Conditions:
  - 2.2.1. The Terms of Service and/or Terms of Use describe the technical and substantial parameters and conditions of a specific Service.
  - 2.2.2. The Rules describe the general terms and conditions related to the provision and usage of Services of a certain group of services.
  - 2.2.3. The Price List describes the fees for Services or goods; price, talk time and service packages, discounts related to them or other pricing conditions.
- 2.3. The Rules, Service Conditions, Terms of Use and/or other standard terms and conditions apply in the case that a Customer uses a Service or buys the goods offered under such standard terms and conditions.
- 2.4. The Terms and Conditions are available on Telia's [Homepage](#) or Telia's stores.

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*Prerequisite for entry into a communication service contract*

- 2.5. It is possible to conclude a Communication Service Contract if the location requested by a Customer is equipped with the technical capability needed for fulfilling the Contract and providing the Service(s) with sufficient quality.

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*Security and prepayment*

- 2.6. Telia may request, upon concluding a Contract or during the validity thereof, guarantees from a Customer (e.g. surety, guarantee, deposit) as well as a prepayment, e.g. when the Credit Limit is exceeded or Telia finds the Customer's credit ability insufficient.

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*Methods for concluding contracts*

- 2.7. If neither Party wishes to conclude a contract in writing, Contracts may be concluded in another way. For example:
    - by acceptance of the terms and conditions of or amendments to the Contract (incl. Subscription confirmation) by a Customer over a means of communication (incl. in an e-Environment, webchat, over the phone, by e-mail or text message). An expression of will that has been submitted to Telia by the Customer through an e-mail address previously made known to Telia is legally binding;
    - by giving an electronic signature on a device (e.g. a tablet);
    - by acceptance by default if a Customer does not return the Contract or subscription confirmation sent to them by post or e-mail by Telia, with their signature within 15 calendar days or submit, within the corresponding deadline, objections regarding the contents laid out in the Contract or the subscription confirmation. In this case, a Contract is deemed accepted by a Customer by default and concluded on the terms and conditions set out in the Contract or subscription confirmation. The fact that the Customer's inaction will in such a case be considered acceptance of the Contract, will be referred to either in the accompanying letter or through other reasonable means;
    - by using a PIN code in the e-Environment (e.g. on a television screen).
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| <i>Duration of contracts</i> | 2.8. Contracts for the use of the Service will be concluded for an unspecified term, unless the Contract sets out otherwise. Customers may also conclude a fixed term contract with Telia under agreed terms and conditions. |
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| <i>Sending notices and contact data</i> | 2.9. Telia will send notices to Customers either on invoices, their e-mail address or postal address, an e-Environment or via text message. It is assumed that a Customer has received such notices after 2 calendar days have passed from the issuing of the notice or invoice, or the same day in the case that the notice is sent by text message. Customers can store the notices so that they are usable for subsequent reference. |
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2.10. If the data disclosed by a Customer upon concluding a Contract (name, address, contact data, data required to issue invoices, etc. of the Customer, contact person or User) change, the Customer must notify Telia thereof as soon as possible. If Telia is not notified of such changes, the Customer's contact data are valid and any notices sent to them are deemed to have been received.

2.11. Customers are responsible for the operation of the e-mail address made known to Telia, as well as for the consequences of using that e-mail address (incl. those arising from transactions concluded using the e-mail address). Among other things, the Customer is responsible if their e-mail address has been used by a third party.

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### 3. Terms and conditions for joining the Service

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| <i>Establishing technical preparedness</i> | 3.1. The technical requirements and solution for the provision of the Service are decided by Telia, where possible taking into account a Customer's propositions regarding the construction and location of line parts. |
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| <i>Division of costs</i> | 3.2. The costs of construction and subsequent maintenance of Telia's Communication Network are covered by Telia. Customers will cover the costs related to the Customer's line part, i.e. the line part which is to be constructed or was constructed from the termination point of Telia's Communications Network (generally located on the border of the Customer's registered immovable) to the Customer's terminal device. |
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### 4. Terms and conditions for the use and changing of services

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| <i>Service activation</i> | 4.1. The time of activation of a Service is provided in the Contract or the Terms and Conditions.<br>4.2. In the cases provided by law, a Customer can monitor the volume of the service used in Telia's <a href="#">e-Environment</a> . |
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| <i>Use of Services by a User</i> | 4.3. If a Customer enables a User to use the Services on the basis of a Contract between the Customer and Telia, the Customer agrees that the User has an opportunity and right, in regard to the Service the User uses, to change the Service parameters, subscribe to additional services on the Customer's account, and perform other similar actions within the functionality of the Service's e-Environment.<br>4.4. A Customer can restrict a User's right to perform operations in the e-Environment, if the e-Environment supports managing such rights.<br>4.5. Customers remain liable to Telia for any actions taken by Users upon using a Service. |
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| <i>Change of service by a Customer</i> | 4.6. Unless other provisions arise from the Service Conditions, a Customer can modify the Service parameters within the limits of choices determined by the Service Conditions and the technical capabilities of the specific location and/or the Customer's equipment.<br>4.7. To make these modifications, a Customer must submit a subscription to Telia and confirm it if required. |
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| <i>Changes to the technical service solution by Telia</i> | 4.8. If needed, Telia has the right to make changes to the technical solutions used for providing the Service. If the corresponding changes require the replacement of devices belonging to Telia's communications network, updating software, tuning or making other similar changes to the devices, Telia will cover any associated costs.<br>4.9. If the changes require the replacement of devices belonging to or in the possession of a Customer (incl. those that Telia has given to the Customer to use on the basis of a Contract), updating of their software, tuning or making other similar changes to the devices, the Customer will cover any associated costs. |
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| <i>Credit principle</i> | 4.10. Telia has the right, but not the duty, to provide services to a Customer on a principle of credit, by applying a Credit Limit to the Customer and limiting the provision of Services |
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to the Customer when that limit is exceeded, while acting on the basis of the provisions of the General Terms and Conditions as well as legal acts. Depending on the credit ability assessment of a Customer, Telia has the right to offer a Credit Limit different from the credit conditions described in the Price List or on the Homepage, or to provide Services to the Customer without these limitations.

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*Purpose of using services*

- 4.11. A Customer may only use the Services for their intended purpose, reasonably and in accordance with legal acts and good practices. The use of Services cannot cause harm to Telia or third parties or damage their interests.
- 4.12. In the case of a Communication Service the use of the Service in regular volume and, in the case of voice communication, use of the service for communication with people, is deemed to be reasonable and purposeful. Any other uses are deemed to be an unreasonable use of the Services, incl.:
- 4.12.1. artificially generating mass calls or text messages, aiding in such activity or the enabling thereof by third parties (incl. by failing to take the required security measures, etc.);
  - 4.12.2. disturbing other Service users, incl. by making network marketing and telemarketing calls;
  - 4.12.3. taking advantage of the opportunity to call free numbers;
  - 4.12.4. performing any activities which abruptly increase the Communications Network load compared to the usual load;
  - 4.12.5. unauthorised use of SIM cards or eSIM or the connection of SIM cards or eSIM to devices used for mechanical or automatic text messaging and/or calling.
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*Forbidden activities*

- 4.13. It is not permitted to use the Services for performing or promoting activities that do not comply with the Contract, Terms and Conditions, legal acts or good practices, or are otherwise inappropriate. The following is strictly forbidden for Customers, Users and third parties:
- 4.13.1. unauthorised resale or intermediation of a Service (incl. partially) to third parties;
  - 4.13.2. enabling third parties to use a Service for a fee or without a fee outside of the location of the connection point provided in the Contract;
  - 4.13.3. use of a Service, terminal devices, eSIM or SIM card for an illegal or criminal purpose or in an illegal or criminal manner or for a purpose or in a manner that is not in accordance with good practices or international requirements. Forbidden activities include SIM fraud, phishing, Interconnect Abuse (GSM Gateways), etc.;
  - 4.13.4. creating access to an information system or resources that the Customer is not allowed to access, incl. usage of network node resources or analysing the network node security systems (e.g. scanning the status (open/closed) of ports independent of the network node protocol (TCP/UDP);
  - 4.13.5. using the data, materials, business secrets, software, brands or other intellectual property located in the Communications Network or devices connected thereto (incl. computers) in a manner which is not permitted (incl. by eliminating any technical security measures preventing the violation of law);
  - 4.13.6. preventing or threatening the functioning of Services, the Communications Network or devices connected to it through the use or distribution of computer viruses, programs or other software (e.g. spyware and malware) or by creating a risk thereof;
  - 4.13.7. committing any activities or attacks which result in changes to, deletion or violation of the data of Telia or third parties or generate a corresponding risk;
  - 4.13.8. sending unwarranted messages through the communication network (incl. mass posts) or enabling such activities (open relay). Among other things, simultaneous sending of anonymous or fabricated sender data or parodying and threatening messages, advertising materials, unauthorised announcements, etc. electronically to recipients who have not expressed a wish to receive these messages are deemed unwarranted mass posts;
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4.13.9. transmitting data or performing other activities which abruptly increase the load of the Communication Network or parts thereof when compared to the usual load (e.g. denial-of-service attacks);

4.13.10. distributing or helping to transfer information (incl. e-mail messages), that is not in accordance with effective legal acts, or is insulting, obscene, slanderous, threatening, invading the privacy of others, racially, ethnically or otherwise aggressive, malevolent, inciting to physical or mental violence or to illegal activities.

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*Contractual penalty*

4.14. A Customer in violation of the obligations provided in clauses 4.12 and 4.13 of the General Terms and Conditions undertakes to immediately stop the violation. Telia has the right to demand the payment of a contractual penalty from a Customer in the amount of up to 6000 euros for every violation or eSIM or SIM card connected to a violation, as well as compensation for damage caused to Telia with the violation to the extent to which the contractual penalty fails to cover the loss amount.

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## 5. Security

*Security measures*

5.1. Telia considers it important to protect the privacy and Data of its Customers and security of the Services and Communication Networks and uses necessary security measures.

5.2. Telia shall take appropriate technical and organisational measures to mitigate any risks to the security of the Communications Network and Services, being guided by the provisions of legal acts, internal security rules established by Telia and the ISO27001 information security management system. Telia will register any cybersecurity incidents and notify Customers or the public of important cybersecurity incidents. Proceeding from the above information security measures and complying with the registration and notification obligation is deemed a sufficient reaction to a cybersecurity incident by Telia. If necessary, specific information will be provided on the [Homepage](#) with regard to the measures that can be used by Telia to mitigate security-related risks to their Communications Network.

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*Customers' role in ensuring security*

5.3. Telia cannot mitigate security-related risks and is not responsible for mitigating such risks if a Customer fails to perform the necessary actions to ensure security. A Customer undertakes to do the following to ensure security:

5.3.1. use the Services and e-Environments in a secure manner and with due diligence and ensure that generally recognised security requirements are applied to applications and devices (e.g. computers, smartphones, etc.) used by the Customer (e.g. screen lock, virus protection, etc.);

5.3.2. ensure that accounts related to the Customer are protected by a secure password. For security reasons it is recommended to log out from applications and the e-Environment after use;

5.3.3. change the original PIN code or other original settings of an e-Environment or device;

5.3.4. keep their PIN code, Password, security codes, usernames and passwords or other information or information carriers (e.g. ID card or Mobile ID) linked to the Customer, the Customer's device, SIM card, eSIM, Service or e-Environment secret from other persons;

5.3.5. keep and use the SIM card and eSIM correctly, making sure the SIM card or eSIM is not used without a legal basis and not accessible to third parties;

5.3.6. the Customer undertakes to promptly notify Telia if their password PIN code, etc. becomes known to third parties and also undertakes to immediately change their password or PIN code;

5.3.7. promptly notify Telia of the theft or loss of a SIM card or a device containing an eSIM being used by the Customer or User, and immediately submit an application to Telia to limit the provision of the Mobile Communication Service. The Customer is responsible for paying for the services used through the Customer's mobile phone number until the moment of limiting the Service.

5.4. If a Customer fails to comply with the obligations provided in clause 5.3, they shall be liable for any potential consequences.

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## 6. Processing of personal data

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| <i>General principle</i>  | 6.1. Upon using the Services, Telia processes Customer Data in a manner, for the purposes and on the legal basis set out in the Privacy Notice, in accordance with contracts, current legal acts and good business practices.   |
| <i>Composition of personal data to be processed</i>                         | 6.2. The composition of personal data collected by Telia depends on the Services or e-Environments used by a Customer, and which data are required to offer such services and environments, as well as which data are sent to Telia to this end and which consents the Customer has granted for the processing of their data.<br>6.3. Collected personal data are divided into the following categories: Basic Data, Location Data and Communications-related Data. Performance of a contract, obligations arising from law, legitimate interest or a Customer's consent may all constitute the legal basis for processing personal data.   |
| <i>Ensuring message confidentiality</i>                                     | 6.4. Telia will not record or use the content of a Customer's message. However, Telia has the right to purposefully record and use data pertaining to communication between Telia as a service provider and the Customer (message content).   |
| <i>Giving and withdrawal of consent for the processing of personal data</i> | 6.5. A Customer is free to choose whether they consent:<br>6.5.1. to the processing (incl. profiling) of the Communications-related Data concerning the Communication Services used by them for marketing purposes in order to receive more personal service, offers and services. By consenting, the Customer gives their consent to Telia by means of submitting a corresponding application to use their Communications-related Data for marketing purposes under the conditions set out in the application;<br>6.5.2. to receive marketing offers via e-mail, text message and other e-channels;<br>6.5.3. to the processing of the Location Data involved in the use of Mobile Communication, internet and other Communication Services for the analysis and development of Telia's products and services (mobile communication, internet, television) in order to improve the quality of the mobile phone network.<br>6.6. The above consents can be withdrawn at any time via Telia's e-Environment or by submitting a new corresponding written application. Application or withdrawal of consent cannot have retroactive effect. |
| <i>Storage of Communications-related Data</i>                               | 6.7. Telia stores the Communications-related Data for as long as it is necessary to fulfil the usage purpose of said data or until the due date set out in a legal act. More detailed information about the deadlines for storing data is provided in the Privacy Notice.   |
| <i>Disclosure of Data</i>   | 6.8. Telia may only disclose any data about a Customer and other persons using the Services, which becomes known to Telia while providing the communication services, to the Customer and to third parties if the Customer consents to this, except for in the cases provided in the Electronic Communications Act.   |

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## 7. Customer's rights and obligations

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| <i>Customer's rights</i> | 7.1. A Customer has the following rights:<br>7.1.1. to subscribe to Services and to change the parameters of a Service within the scope of options described in the Service Conditions or the e-Environment, and as set forth in the General Terms and Conditions;<br>7.1.2. to use the Service personally or to enable Users or other third parties to use it;<br>7.1.3. to request the elimination of malfunctions from Telia as set forth in the Contracts and terms and Conditions;<br>7.1.4. to request a limitation of provided Communication Services from Telia at their own wish;<br>7.1.5. to receive information about the Services used (incl. about the current Credit Limit) from Telia;<br>7.1.6. to submit written applications and suggestions to Telia, as well as complaints about the Services pursuant to the procedure provided in the General Terms and Conditions; |
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- 7.1.7. to cancel the Contract as set out in the Contract or the General Terms and Conditions;
- 7.1.8. to request compensation for damages as set out in the General Terms and Conditions.

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*Customer's obligations*

- 7.2. A Customer has the following obligations:
- 7.2.1. to present truthful data to Telia upon concluding a Contract, and to guarantee sufficient authorisations upon concluding a Contract through a representative;
  - 7.2.2. to comply with the requirements and obligations provided in a Contract, Terms and Conditions and legal acts;
  - 7.2.3. to ensure that Users or third parties using Services under a contract concluded between the Customer and Telia have read the Privacy Notice and agreed to Terms and Conditions;
  - 7.2.4. to enable persons authorised by Telia to access Telia's technical solution, incl. the Communication Network, devices and lines, located on the Customer's territory or in the possession of the Customer, if this is necessary for constructing or creating, changing, checking or servicing the technical solution used for providing the Service or for eliminating malfunctions;
  - 7.2.5. to ensure the required electricity supply to terminal devices and systems connected to them, to fulfil the handling conditions of terminal devices set out in the Terms and Conditions and to ensure, at the Customer's own expense, that the terminal device which belongs to or is in the possession of the Customer is technically functional and has the software needed for the Service (incl. the device has been configured according to Telia's requirements), unless set out otherwise in the Contract or the Terms and Conditions;
  - 7.2.6. to monitor the Credit Limit applied to them, if necessary, and to make prepayments for Services exceeding the Credit Limit, incl. payment of the specified service fees by a deadline communicated by Telia or as indicated by Telia on a prepayment or interim invoice presented by Telia to the Customer;
  - 7.2.7. to pay Telia according to the invoices presented and using the payment data shown on the invoices (account number, reference numbers, etc.) in due time. Where the Customer, User, or a third party uses the Services on the Customer's account in a manner contrary to the requirements provided in the Terms and Conditions, the Customer is obliged to pay Telia for these Services as per the issued invoice;
  - 7.2.8. to promptly notify Telia of the starting of bankruptcy, liquidation or compulsory liquidation proceedings of the Customer, dissolution of the legal person and other circumstances that may hinder or make impossible the performance of the Contract by the Customer.

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**8. Rights and obligations of Telia**

*Telia's rights*

- 8.1. Telia has the following rights:
- 8.1.1. to establish, amend or specify the Terms and Conditions and descriptions of providing Services by making the Terms and Conditions available on the Homepage and in Telia's stores;
  - 8.1.2. to amend the Price List and Terms and Conditions as set forth in the General Terms and Conditions;
  - 8.1.3. to renew Telia's Communications Network and the technologies and technical solutions used for providing the Services, incl. to modify them in ways that affect the usage of Services;
  - 8.1.4. to unilaterally change the Services used by the Customer and the contents thereof and consequently also the Terms and Conditions related to the Service by doing so on the basis of and pursuant to the procedure provided in the General Terms and Conditions;
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- 8.1.5. to change the settings of the Customer's end devices (e.g. update router or set-top box software) if it is necessary for maintaining high-quality Service in Telia's Communications Network;
- 8.1.6. to take technical measures to ensure Service quality which thereafter make it impossible to continue to use the Service through technically incompatible (e.g. outdated) devices;
- 8.1.7. to organise consumer games and campaigns for Customers and to make campaign offers and discounts according to the conditions set out by Telia;
- 8.1.8. to amend the Contract on the basis of the reasons set forth in clause 11.1 or 11.2, or to terminate the Contract for reasons set forth in clause 14.7, by giving at least 1 calendar month's advance notice;
- 8.1.9. terminate the Contract without advance notice based on clause 14.6;
- 8.1.10. to prevent, without prior notice, the use of a mobile phone or other terminal device that has been stolen, lost (or become unavailable to the owner in another way), re-coded without authorisation or modified in another way in the network (blocking the IMEI code) by recording the IMEI code in the identification registry of banned mobile phones;
- 8.1.11. to surrender debt claims that have arisen towards the Customer, or hand them over to third parties for collection and to forward information related to the debt claim to companies authorised by Telia (e.g. debt collection and credit information companies). Upon Telia's request, the Customer is obliged to compensate the costs that have been incurred by the collection of the debt to Telia and/or third parties.

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*Telia's right to limit service provision*

- 8.2. Telia has the right to unilaterally limit the provision of (a) Service(s) to a Customer in the cases provided by law, e.g. if the payment for a service is delayed for longer than 14 days or if the Customer exceeds their credit limit or fundamentally breaches the terms and conditions of a Contract (e.g. breach of clauses 4.11-4.13, 5.3, 7.2.1, 7.2.6, 7.2.8 are considered a fundamental breach).
- 8.3. Telia will notify the Customer of limitation of the Service in a reasonable way, also referring to the time and reason for the limitation.
- 8.4. In certain cases, upon using a Service provided for a monthly fee, the Customer is required to pay a fee for the period when Telia has, because of reasons set out in legal acts, the Contract or Terms and Conditions, unilaterally limited the provision of the Service.
- 8.5. After the reason for the limitation of Service has been eliminated, Telia has the right to demand that the Customer pay compensation for expenses made in reinstating the usage opportunity.

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*Telia's obligations*

- 8.6. Telia has the following obligations when providing Services:
  - 8.6.1. to fulfil the obligations set forth in the Contract, Terms and Conditions and legal acts while providing the Service;
  - 8.6.2. to provide Services within the working area of Telia's Communications Networks as specified in the Contract, Terms and Conditions and legal acts;
  - 8.6.3. to issue invoices pursuant to the invoicing procedure set out in the General Terms and Conditions;
  - 8.6.4. to issue information to the Customer, upon request, about the Services, Terms and Conditions, Price List or issued invoices as well as the Credit Limit applied to the Customer;
  - 8.6.5. to maintain Telia's Communications Network and eliminate malfunctions of the Communications Network and lines at its own expense, as set forth in the legal acts, Contract and Terms and Conditions;
  - 8.6.6. to notify Customers of amendments of the Price List and Terms and Conditions pursuant to the provisions set out in the General Terms and Conditions.

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## 9. Elimination of malfunctions of Communication Services and maintenance work

*Time and conditions for the elimination of malfunctions*

- 9.1. Telia considers it important to promptly eliminate malfunctions. Telia will eliminate malfunctions of the Communications Network and lines no later than during the next Workday following the reporting of the malfunction, unless other requirements arise from laws, the Contract or the Terms and Conditions.
- 9.2. Other maintenance and support services offered by Telia are provided by Telia in accordance with the Terms and Conditions published on the Homepage and the fee provided in the Price List.
- 9.3. Telia will give advance notice of at least 5 Workdays in the case of scheduled work which requires Telia to unilaterally limit the provision of a Service(s) to a Customer for the installation, repair, replacement or maintenance of a Communications Network device or a line facility. Telia will give advance notice of at least 1 Workday in the case of urgent works needed to prevent malfunctions.
- 9.4. If Telia does not eliminate the malfunction that obstructs the functioning of Communication Services within the deadline indicated in clause 9.1 and a Customer is unable to use the Communication Services because of Telia's fault, as compensation, the Customer is relieved from paying the monthly fee from the next-but-one Workday following the reporting of the malfunction until the opportunity to use the Communication Service has been reinstated.

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*Costs of eliminating malfunctions and other terms and conditions*

- 9.5. The costs of maintenance of Telia's Communications Network and of the elimination of its malfunctions are covered by Telia. The costs of eliminating the malfunctions of lines, line parts or terminal devices belonging to or in the maintenance area of a Customer are covered by the Customer according to the Price List, except for in cases where the corresponding malfunction was due to the fault of Telia.
- 9.6. Unless agreed otherwise, the line part constructed from the termination point of Telia's communications network to a Customer's device belongs to the maintenance area of the Customer. The termination point of Telia's Communications Network is generally located on the border of the registered immovable in the possession of a Customer. The termination point of Telia's mobile communications network is a radio interface, the specification of which is provided on the Homepage.
- 9.7. Non-functioning or incorrect functioning of the Service is not deemed a malfunction and Telia is not responsible for such non-functioning or incorrect functioning if Service use is blocked because of the technical solutions or network elements (line, line facility, devices) owned by third parties or Customer or due to the non-functioning thereof.
- 9.8. In the case of temporary overload of the mobile phone network (e.g. on a national celebration, at a mass event or other gathering, or because of an extraordinary event), Telia cannot guarantee seamless functioning of the Mobile Communication Services and is not responsible for such temporary disturbances in the work of the mobile phone network and/or usage of Mobile Communication Services.

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## 10 Invoicing

*Invoicing period*

- 10.1. Telia issues invoices electronically as e-invoices, to an e-mail address or on paper. Customers also have the option to receive invoice information through a text message. Unless agreed otherwise, the Invoicing Period is 1 calendar month.

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*E-invoice*

- 10.2. E-invoices are sent either to an e-Environment, the internet bank or the Business Customer's e-invoice centre, depending on the preference of the Customer.

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*Obligation to pay for invoices*

- 10.3. Customers are required to notify Telia at once if they have not received an invoice. Failure to receive an issued invoice does not release one from the obligation to pay for it.

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*Services of third parties*

- 10.4. Telia has the right, upon agreements with third parties, to invoice a Customer for services that the corresponding third party has provided to the Customer. A Customer is required to pay for the corresponding services on the basis of the invoice issued by Telia and as set out on the invoice.

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*Payment for Roaming Services*

- 10.5. Payment for Roaming Services is carried out through Telia. The basis for calculating the price for the Roaming Service and presenting an invoice to a Customer is the Price List as well as the price list of the foreign operator valid at the time of using the Roaming Service. If information about changes to the price list of a foreign operator reaches Telia
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with a delay for reasons not depending on Telia, or a change in the currency exchange rate has taken place, Telia is not responsible for the accuracy of the fee for the Roaming Service (for the services of the relevant foreign operator) and its compliance with the Roaming Service prices made available to Customers on the Homepage. Telia calculates the cost of Roaming Services used abroad after receiving the data from the foreign operator that are used for issuing the invoice to a Customer; therefore, the Customer's current monthly Mobile Communication Service balance and call specifications may not show the cost of calls made and Services used abroad.

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*Debt calculation* 10.6. Telia may conduct a unified and consistent debt calculation regarding a Customer's full financial obligations towards Telia; this is also the case when multiple different invoices are issued to the Customer.

10.7. When a Customer makes payments to Telia, Telia has the right to deem fulfilled those of the Customer's obligations that incurred at an earlier date. Telia has the right to deem the payments payable for Communication Services to be fulfilled as last in line.

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*Penalty for late payment* 10.8. Where an invoice is not paid on time, Telia may demand a penalty for late payment from a Customer on the amount not paid:

10.8.1. from the consumer in the amount of three times the interest rate set out in the law. The valid rate of penalty for late payment, as set out in current legislation, is provided on the [Homepage](#);

10.8.2. from a legal person in the amount of 0.15% per day.

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*Issuing of final invoice, return or prepayments and deposits* 10.9. Upon termination of the Contract, Telia will present a final settlement invoice to a Customer within 2 months from the date of termination of the Contract. The Customer must pay the final settlement invoice by the payment date indicated on the invoice.

10.10. Prepayments or deposits made by Customers are returned to them in an amount that exceeds the total amount of invoices issued to the Customer for Services used.

10.11. This amount will be transferred by Telia, upon a written application made by a Customer and containing all the required information, to the Customer's bank account no later than within 2 months from the date of termination of the Contract. The Customer does not have the right to request the payment of interest on prepayments or deposits.

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## 11 Unilateral amendments of Contract

*Amending the Terms and Conditions* 11.1. Telia has the right to amend the Terms and Conditions (incl. those of a Communication Service Contract) and Price List unilaterally in the following cases:

11.1.1. as provided in legal acts;

11.1.2. if it is required by amendments in legal acts or court practices, a decision by a state institution, an injunction or a court judgment entered into force;

11.1.3. if it is caused by technical or substantial developments in a certain field or in certain Service(s), incl. abandoning the use of certain technical solutions or changing or upgrading them or technical innovation; creating additional or better opportunities for Customers to use Service(s); or the need to specify circumstances related to the provision and use of Service(s); or changing of circumstances related to the business environment or input costs concerning the provision of the Service, or other relevant conditions occur;

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*Amending the Price List* 11.1.4. Communication Service rates and other terms and conditions set out in the end user Price List if, compared to the time of establishing the rate or term and condition, any circumstance that was a basis for establishing the rate and term or condition, or was related to the rate or term and condition or a business environment, has changed (incl. e.g. the Consumer Price Index, employment costs or other input costs, scope, parameters or essence of the Service, general market situation etc.), or more than 2 years have passed since the rate was established, or other relevant conditions occur.

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*Modification of the Service* 11.2. Telia has the right to unilaterally change the Service and/or the Service Package being used by a Customer or its terms and conditions (incl. to stop offering Service components), the Customer's number or the procedure for selecting a number, and to replace the Service and/or Service Package used by the Customer with a new Service and/or Service Package if Telia has started offering the same or a similar service under

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|  | new bases and terms and conditions, or if Telia changes the technical solutions used for offering the Service in a certain area or at a certain address.  |
| <i>Time of notification of amendments</i>    | <p>11.3. Telia will notify a Customer at least 1 month in advance of amendments to the Terms and Conditions which directly change the terms and conditions of the Customer's Communication Service or other Service Contract, or if Telia changes the technical solution used for providing the Service or makes other changes to the Service which entail an increase in price or additional costs.</p> <p>11.4. Telia does not need to give advance notice of amendments of the Price List or the Terms and Conditions which relate to a decrease in the Service price or have no effect on the payment of fees.</p>  |
| <i>Method of notification of amendments</i>  | <p>11.5. Telia will notify a Customer of amendments to the Terms and Conditions of Communication Services in the e-Environment, with an invoice and/or e-mail (regular mail if there is no e-mail address) and/or text message unless agreed otherwise in the Contract.</p> <p>11.6. Telia will notify a Customer of amending the Terms and Conditions of the other Services with a notice on the Homepage or invoice, an e-mail or text message, in the e-environment, through mass media or in some other reasonable manner. The Parties deem the Customer to have received the notice on the Homepage from the moment of its publication on the Homepage.</p> <p>11.7. Telia has the right to send the notice about amendments to the Terms and Conditions in summarised form as regards the amended Terms and Conditions if a reference is added explaining that the updated notice and amended Terms and Conditions can be read on the Homepage and at Telia's stores.</p>   |
| <i>Not consenting to the amendments</i>      | <p>11.8. If a Customer does not want to continue using the Service on the basis of the amended terms and conditions, they have the opportunity to cancel the corresponding contractual relationship within 1 month from the receipt of the notice on amendments with no extra cost. Upon cancellation of the Contract, the Customer may be required to pay compensation for the terminal device remaining in their ownership.</p> <p>11.9. If the amendment of the Contract is solely administrative and has no adverse effect on the Customer, or if the terms and conditions of the Communication Service Contract are amended due to legal acts, Telia may, upon cancellation of the Contract by the Customer, demand the payment of extra costs incurred with regard to the termination of Contract.</p> <p>11.10. Customers have the right to contest an invoice issued on the basis of the amended Terms and Conditions within 1 month from the date of issuance by arguing that the Customer has not received the notice on amendments to the Terms and Conditions and has not agreed to it and does not wish to continue using the Service under the amended Terms and Conditions. In this case Telia will cancel the invoice issued to the Customer in the part based on the amended Terms and Conditions and the Contract is deemed to be cancelled by the Customer with the submission of the challenge. After the abovementioned deadline, the Customer does not have the right to submit challenges related to amendments to the Terms and Conditions.</p> |
| <i>Amendments entry into force</i>           | 11.11. If, after 1 month from receipt of the notice on amendments of the Terms and Conditions, a Customer does not cancel a Contract related to such Terms and Conditions, the Customer is deemed to have tacitly expressed their intention to agree to the corresponding amendments, and the amended Terms and Conditions will fully enter into force with regard to the Contracts concluded with the Customer.  |
| <b>12 Liability and settling of disputes</b> |   |
| <i>Telia's liability</i>                     | <p>12.1. Where Telia has culpably violated the Contract or the Terms and Conditions, the Customer has the right to demand compensation for direct proprietary damages caused with that violation. In addition to the above, the Consumer has the right to demand the compensation of non-proprietary damages caused to them.</p> <p>12.2. Telia is not liable for other damages sustained by Customers and is not required to compensate Customers <i>inter alia</i> for any loss of profit, expenditure related to interrupted business activities and/or decreased profit, decreased company's share or value or other similar loss.</p>  |
| <i>Exemption from liability</i>              | 12.3. Violations of responsibilities by Telia and a Customer due to force majeure are deemed acceptable and do not incur liability.   |

12.4. Force majeure means any kind of unforeseeable circumstance or event over which a Party has no control and with regard to which it would not have been reasonable to expect the Party to consider, avoid or overcome such a circumstance or the consequences thereof. Among other things, fires, explosions, natural disasters, wars, energy supply disruptions and disturbances in energy supply, strikes, traffic congestion, physical damaging of communications cables and devices by third parties, malfunctions in communications networks or lines belonging to third parties, strong rain or snow, storm, lightning or other circumstances independent of the will of the Parties, making it impossible to fulfil contractual obligations, are considered force majeure.

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## 13 Disputes

### *Challenge deadline and terms and conditions*

- 13.1. A Customer has the right to file a complaint, incl. a claim for damages, with regard to Telia as soon as possible, but no later than 1 year from the moment the Customer became aware or should have become aware of the basis on which the complaint or claim for damages is filed.
- 13.2. Upon challenging the fee asked for a Service, it is understood that the Customer learnt of the circumstance that forms the basis of the complaint when Telia issued an invoice to the Customer. Therefore, the Customer has the right to challenge the amount of the fee within 12 months from the issuing of the invoice.
- 13.3. Telia has the right to demand that complaints be executed in writing or in a form which can be reproduced in writing.
- 13.4. A Customer is required to pay on time for the Services provided to them to the extent of the fee amount that the Customer does not challenge.

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### *Jurisdiction and settling of disputes*

- 13.5. Disputes that cannot be resolved by negotiations are settled in the court of Telia's location, i.e. Harju County Court, unless other requirements arise from legal acts.
- 13.6. A dispute will also be settled in Harju County Court if the defendant is a Consumer who, after concluding a Contract, has moved to live in another country or has moved their place of business or location to that country, or if their place of business or residence or location is not known during the filing of an action.
- 13.7. The consumer can also file a complaint with the Consumer Disputes Committee.

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## 14 Termination of the Contract and changing service providers

### *Opportunities for Contract termination and cancellation form*

- 14.1. Contracts are cancelled and terminated on the grounds provided in the Contract, Terms and Conditions and/or legal acts. Cancellation or termination of a Contract shall not release the Party from the performance of its obligations which arised during the period of validity of the Contract.
- 14.2. Telia may demand that a Customer submit their cancellation application in writing or in a form that can be reproduced in writing.

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### *Changing a fixed term contract into a non-fixed contract*

- 14.3. If a Customer has not notified Telia of their wish to terminate a fixed term Contract 1 month prior to the expiry of the Contract, the Contract becomes a non-fixed term Contract, unless the Contract prescribes otherwise. In this case, the Services used by the Customer may become subject to regular prices and volumes according to the Terms and Conditions.

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### *Changing the service provider*

- 14.4. The terms and conditions related to changing the service provider, incl. information about the related rights of a Customer, are available on the Homepage.

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### *Customer's right to cancel contracts*

- 14.5. A Customer has the right to cancel a Contract on the following conditions:
- 14.5.1. a non-fixed term Service Contract can be cancelled at any time by giving advance notice of 1 calendar month, unless other requirements arise from the Contract;
- 14.5.2. The Consumer has the right to cancel a Communications Service Contract at any time, without prior notice, by notifying Telia;
- 14.5.3. Consumers and legal persons specified in law have the right to cancel a Communication Service Contract (except for an internet connection contract and a contract for interpersonal communication without numbers) without extra cost if the Service quality differs significantly from the Contract provisions;
- 14.5.4. a fixed-term Contract can be cancelled pre-term pursuant to the procedure set out in the Contract, the Terms and Conditions or legal acts. Upon early termination of
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a Contract, a Customer is required to pay Telia compensation, a handling fee and/or other costs laid out in the Contract or the Terms and Conditions, which compensates Telia for the cost of the device and/or other discounts received on the basis of a Fixed Term Contract.

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*Telia's right to cancel contracts*

- 14.6. Telia may unilaterally cancel a Contract without advance notice if:
- 14.6.1. it transpires after the Contract is concluded that Telia's initial assessment, regarding the availability of the necessary technical capability to provide the Service, was wrong and it is in fact impossible to provide the Service in the location requested by the Customer with proper quality;
  - 14.6.2. the Customer does not eliminate the shortcomings indicated by Telia, which prevent the provision of the Service with proper quality, or other hindering circumstances by a deadline set by Telia;
  - 14.6.3. the provision of the Service has been limited for reasons prescribed in legal acts, the Terms and Conditions or the Contract, and the grounds for limitation have not disappeared in the course of 1 month from the day of appearance of the reason for the implementation of limitation.
- 14.7. Telia may unilaterally cancel a Contract by giving advance notice thereof of 1 month in the following cases:
- 14.7.1. if Telia stops offering a certain Service or Service Package as a whole;
  - 14.7.2. if Telia stops offering a Service or Service Package in a certain area or at a certain address because the technical capability required in the area or at the address comes to an end, is eliminated or the technical capability in the area or at the address does not allow the continuing of the provision of the Service with proper quality;
  - 14.7.3. if this is due to technical reasons, or if the provision of the Service on the basis of the Contract, or the fulfilling of other obligations arising from the Contract is severely obstructed or has become impossible for reasons not dependent on Telia or other good reasons (e.g. arising from a third party);
  - 14.7.4. if it transpires that, considering the circumstances and interests of both Parties, Telia cannot be expected to continue fulfilling the obligations arising from the Contract.
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*Termination of the Customer Contract*

- 14.8. If a Customer does not have valid Contracts based on which Telia is providing Services or selling goods to the Customer, either Party may cancel the Customer Contract, notifying the other Party by submitting a written application 15 calendar days in advance or at any time according to mutual agreement.
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## 15 Other provisions

- 15.1. The terms that have been provided in legal acts, the Terms and Conditions or a Contract have the same meaning in other specified documents where they are used in the same context.
  - 15.2. To the extent not regulated by a Contract, the Parties are guided by legal acts applicable in Estonia and the principles of good faith and common sense. If the law is changed in the meantime or a part of a Contract becomes invalid, the Parties shall continue to perform the Contract in the part which is valid.
  - 15.3. In the event of discrepancies, priority is always given first to the Estonian-language version of the document and the order provided below (starting with the highest priority): Contract; Service Conditions; Rules or other standard terms and conditions (e.g. the Terms of Use of an application); General Terms and Conditions.
  - 15.4. As an exception to the contents of clause 15.3, the provisions of the General Terms and Conditions take priority in relation to the conditions of Customer Contracts concluded before 1 January 2006.
  - 15.5. These Terms and Conditions are valid as of 15 April 2021 and render invalid the previous version which entered into force on 25 May 2018.
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## 16 Definitions

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| <b>Data</b>                         | Personal or communications-related data that have become known to Telia as a result of providing a Service or use of the e-Environment; and other data related to Customers or Users;  |
| <b>Location Data</b>                | Data about the geographic location of the terminal or the place of service provision generated in the course of using the service. For example: location coordinates (GPS);  |
| <b>Invoicing period</b>             | The period during which Services have been provided and for which an invoice will be presented to a Customer by Telia;   |
| <b>Rules</b>                        | A document setting out the general terms and conditions related to the provision and usage of Services of a certain group of services;   |
| <b>e-Environment</b>                | Telia's customer service and sales environment on the internet (self-service), or another internet environment or electronic application owned by Telia (incl. the TV service environment, Service administration environment, etc.) where a Customer can perform transactions;  |
| <b>eSIM</b>                         | An electronic data set being generated by Telia, which is located on an eUICC chip inside the device and enables the use of Mobile Communication Services;   |
| <b>Price List</b>                   | A document setting out the fees for Services or goods; price, talk time and service packages, discounts related to them or other pricing conditions;   |
| <b>User</b>                         | A private person whom a Customer enables to use the Services at the responsibility of the Customer, on the basis of a Contract concluded between the Customer and Telia, or a private person who uses Telia's e-Environment;   |
| <b>Terms of Use</b>                 | A document that sets out the terms of use of a specific application, other e-Environment, etc.);   |
| <b>Customer Contract</b>            | A framework customer relations agreement concluded between the Parties (hereinafter also the Contract);  |
| <b>Customer</b>                     | A private or legal person who has concluded a Contract with Telia;   |
| <b>Homepage</b>                     | Telia's website <a href="http://www.telia.ee">www.telia.ee</a> ;   |
| <b>Credit Limit</b>                 | A financial limit set for a Customer, upon the exceeding of which Telia is not obliged to provide Services to the Customer for credit. Additional information about Telia's credit conditions is available on the Homepage;  |
| <b>Contract</b>                     | A Service, product, connection or device usage contract or any other contract between the Parties;   |
| <b>Mobile Communication Service</b> | A Service provided by Telia through a Mobile Phone Network;  |
| <b>PIN code</b>                     | A number combination, etc. that enables a Customer to subscribe to or unsubscribe from Services, to modify data chosen by themselves or perform other actions in an e-Environment (e.g. the TV service environment);   |
| <b>Party</b>                        | Telia or a Customer, together referred to as the Parties;  |
| <b>Privacy Notice</b>               | A document that provides information on the processing of Data in Telia. The Privacy Notice (incl. privacy notices concerning specific services) is an informative document and is not part of a Contract concluded between Telia and a Customer;  |
| <b>Basic Data</b>                   | All data which are related to an identified or identifiable physical person, but do not belong under any other type of data (e.g. given and surname, username, personal identification code, date of birth, identity document number and other information related thereto, age, address, e-mail address, information concerning services subscribed to or purchased and the associated static IP address, domain name or device's serial number, invoicing information, etc); |
| <b>Roaming Service</b>              | A service that enables a Customer to use Mobile Communication Services abroad that are mediated by Telia through a mobile phone communication network;   |

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| <b>Password</b>                    | A number and/or letter combination chosen by a Customer and registered by Telia that enables the Customer to identify themselves and perform transactions through Telia's phone service and other similar channels;  |
| <b>Communications-related Data</b> | Details on electronic communication services concerning the transmission of communications in a communications network, as well as related invoicing. Such information reflects your activities when using communication services in a communications network at a specific time and/or location. Communications-related Data also include the location of the terminal, the network in which the communication begins or ends, as well as the start, end, and duration of the connection; |
| <b>Communication Service</b>       | A service of internet, phone, Mobile Communication or other electronic communication;  |
| <b>Communications Network</b>      | An electronic communications network located in Estonia and used for providing Telia's Services (incl. mobile phone, phone or data communications networks);   |
| <b>SIM card</b>                    | Telia's chip card that enables the use of Mobile Communication Services;   |
| <b>Content of Communication</b>    | The content of any communication taking place between two persons using electronic communication services;   |
| <b>Consumer</b>                    | A private person who concludes a Contract with an aim that is not related to their economic or professional activities;  |
| <b>Service</b>                     | Communication Service, IT service or other service provided by Telia to a Customer;  |
| <b>Service or Price Package</b>    | A set of Services set out in the Price List, other Terms and Conditions, or a Contract;  |
| <b>Service Conditions</b>          | A document setting out the technical and substantial parameters and conditions of a specific Service;  |
| <b>Telia</b>                       | The company Telia Eesti AS, registry code 10234957;  |
| <b>Terms and Conditions</b>        | General Terms and Conditions, Price List, Rules, Service Conditions, Terms of Use, Service Quality Requirements and/or other standard terms and conditions established by Telia;   |
| <b>Workday</b>                     | A calendar day from 9:00–17:00, which is not a holiday, a public or national holiday.  |