

# Terms and conditions for solutions in CIS, Telia Erhverv

## 1. Application

The following terms and conditions apply to all subscription agreements with Telia Danmark, unless the terms and conditions are explicitly dispensed of via written agreement between Telia Danmark and Subscriber. Any deviating conditions of a subscription order, acceptance form or similar documents are only applicable with Telia Danmark's explicit written consent.

The terms and conditions consist of general conditions that apply to all services and equipment in part (I), as well as special conditions for the individual services and supplied equipment in part (II). All services and equipment are supplied by Telia Danmark A/S (CBR no. 20 36 79 97).

## Part (I). General conditions

### 2. Subscription

For each subscription with Telia Danmark, filial af Telia Nätjänster Norden AB, Sverige, CVR. 20 36 79 97, Holmbladsgade 139, 2300 København S, an agreement is entered that specifically outlines the choice of services, price, delivery time and any special conditions. Telia Danmark may with 1 month's notice change the subscription agreement and installation, insofar as this is necessary due to considerations regarding traffic, operations and/or technical conditions.

Upon notice of changes in conditions and prices, however, the Subscriber can cancel the subscription agreement during the period of notice as of the end of the current quarter, regardless of the existence of a non-cancellation period, and regardless of the typical notice of cancellation (though a minimum of 14 days' notice). However, changes that can be instituted without prior notice (lowering of prices, regulatory or public legal conditions) do not enable such cancellation. Transferral of subscription, including the transfer of ownership and guarantee for a subscription agreement, or a Subscriber's rights in relation to Telia Danmark in general, or the transfer or loan of passwords to third parties may alone take place with Telia Danmark's prior written consent. Telia Danmark is entitled to require a fee as a condition of such transfer.

### 3. Telia Danmark's obligations

Telia Danmark's service consists of establishing the agreed upon access for the Subscriber to the agreed services (such as telecommunications network, internet), as well as the services in connection with this, which may be covered by the subscription agreement. Telia Danmark is responsible for wiring and installation of equipment belonging to Telia Danmark.

### 4. Subscriber's obligations

The Subscriber is obligated to ensure a correct and responsible storage and handling of Telia Danmark's hardware and installations maintained by the Subscriber and in accordance with Telia Danmark's specifications, including ensuring that Telia Danmark – and only Telia Danmark – at all times has access to said equipment. The Subscriber is obligated to ensure that Telia Danmark's

hardware and installations maintained by the Subscriber are sufficiently insured. The Subscriber is not permitted to alter Telia Danmark's hardware and installations in any way whatsoever.

The Subscriber is responsible in accordance with Danish law's standard regulations for total or partial damage and/or disappearance of Telia Danmark's hardware and installations maintained by the Subscriber, and is obligated to provide Telia Danmark with compensation for losses incurred hereof.

The Subscriber is obligated to inform Telia Danmark of every change in the Subscriber's use of the subscription and/or the Subscriber's business, including change of address, locations from which the subscription is used, etc.

The Subscriber alone is entitled to connect approved equipment to hardware and installations, insofar as such connection is warranted and in accordance with Telia Danmark's guidelines and any applicable regulations stipulated by the Danish National Telecom Agency. The Subscriber's connection of equipment occurs at own risk.

The Subscriber maintains responsibility for storage of and unauthorized persons' access to the Subscriber's own hardware and installations, unless these are stored with Telia Danmark. In such case, Telia Danmark is obligated, with proper notice, to provide access to this equipment.

The Subscriber maintains responsibility for the correct wiring and installation of own equipment.

## **5. Ownership**

To the degree that Telia Danmark's hardware and installations are maintained with the Subscriber, Telia Danmark retains ownership of these, and the Subscriber is obligated upon termination of the subscription agreement to return these immediately to Telia Danmark.

The Subscriber is not permitted to employ right of retention of Telia Danmark's property in relation to any claim against Telia Danmark. Telia Danmark's hardware and installations may not, without prior written consent from Telia Danmark, be transferred, rented or in any way supplied to a third party.

## **6. Errors and error correction**

The Subscriber is obligated to as rapidly as possible and within a reasonable time after ascertaining an error or deficiency to report such error or deficiency to Telia Danmark. If such does not occur, the Subscriber loses the right to make a claim against Telia Danmark regarding the error or deficiency. Prior to reporting an error to Telia Danmark, the Subscriber should always examine whether the error is due to the Subscriber's own equipment.

Upon the Subscriber's punctual reporting of the error or deficiency, Telia Danmark will as rapidly as possible attempt to correct these within normal office hours, or – if a special support agreement is entered – outside of normal working hours in accordance with said special support agreement.

Upon error reporting, the Subscriber is obligated, without ungrounded delay, to provide Telia Danmark's personnel, upon provision of identification, access to examine the Subscriber's installation. Error reporting is without charge, unless the error or deficiency is due to conditions outside of Telia Danmark's control and responsibility. In such case, Telia Danmark reserves the right to bill for hours of labour in relation to the applicable rates.

Telia Danmark can collect a fee for a technicians visit made in vain (when the technician is despatched to perform error corrections), if Subscriber/staff does not provide access to the installation premises within the agreed time for the visit.

Customer / End User are obliged, without requiring compensation to actively resolve a fault situation eg. by restarting and / or replace routers and other equipment after Telia Danmark references to restore normal operation.

## **7. Billing and payment**

Upon establishing a subscription, the Subscriber pays an establishment charge that is billed when the service is supplied and ready for use.

The subscription fee, as well as service and/or support fees are set and billed in advance for the first time when the service is supplied and ready for use. The nature of the service, as well as the basis for agreement determine the period to which the advance billing applies.

Upon the Subscriber's order of up or downgrades internet and related services in addition to what is included in the set subscription fee, this will be billed upon next invoice. Usage (variable service) is billed monthly, such that the usage for the current month is billed at the beginning of the following month.

All services that are not included in the subscription, service and/or support fee, as well as usage (variable service) are billed upon delivery.

Telia Danmark's standard terms of payment is payment due in full in 8 days.

If the Subscriber does not pay the amount due by the due date at the latest, interest is applied without notice from the date of payment due, at 1.5 % per commenced month, and Telia Danmark is also entitled to cancel the agreement or change the terms of payment for the future.

If a bill is paid that contains charges for more services, only partially and without specification of to what the charge refers, Telia Danmark can write off the payment in relation to the specific claims.

As far as payment is not made within the notice period, respectively for agreement(s) on services concurred that have not been paid on time, OR with fraud or repeated cases of late or missing payments the whole subscription for all services will be closed. Also the subscription of all services can be annulled, and claim and expenses as well as penal interest and eventual fees related to collection of the mentioned will be handed over to debt collection.

Telia Danmark can fully or partially close down the connection, or annul the arrangement in the case of Subscriber firm's bankruptcy, or insolvency etc. Telia Danmark also carries the right to terminate the connection in the case of sudden or considerable rise in usage. Even though the telephone subscription is closed for outbound calls, the Subscriber can make calls to public emergency services (i.e. police, fire department and ambulance services.)

Insofar as payment does not occur within the time limit, the applicable service(s) that are not paid for on time and, upon defraud or recurring instances of late or lacking payment, the entire subscription can be cancelled, and the subscription agreement for all services can be cancelled and the claims and applicable interest, including any reminder fees and collection costs transferred to a legal debt collection process. Even though the subscription is closed for outgoing calls, the Subscriber can still make emergency calls to public alarm services (i.e. police, fire department and ambulance).

Claims by the Subscriber against Telia Danmark do not entitle the Subscriber to withhold payment in whole or part, or to set off charges.

Upon billing for usage (variable service), the Subscriber has in all times a right to object to the basis of the bill, in accordance with § 15, section 1, in statutory order no. 638 of 20 June 2005 ("balance information").

Upon activation of the subscription, Telia Danmark will be entitled to set a credit limit. Upon exceeding the credit limit, Telia Danmark can require the Subscriber to pay on account or place a satisfactory non-interest yielding guarantee.

Upon billing of usage (variable service) the following applies. If the Subscriber believes that there is an error in Telia Danmark's billing, the Subscriber may make a claim to Telia Danmark within a reasonable amount of time and, in all cases, before the payment due date. Non-contested charges must be paid unless otherwise explicitly approved by Telia Danmark. Telia Danmark strives to resolve claims within a period of 3 months.

Subscriptions, traffic and other service charges and fees can be indexed once a year valid from the first invoice in the calendar year with Danmarks Statistiks netto price index.

If publication of the relevant indices ceases, the Supplier (Telia Danmark) use any other official regulation.

By payment of the invoice Telia Danmark's then-current terms and conditions are accepted.

## **8. Limitation of liability**

Telia Danmark is solely responsible to the Subscriber for losses caused by outage, delay, interruption, and deficient service insofar as these conditions can be attributed to Telia Danmark's and/or Telia Danmark's employees' intentional or grossly negligent actions or failures. Telia Danmark reserves the right to perform maintenance or other acts that Telia Danmark sees as necessary, and is not responsible for outage etc. that may be caused by this. Telia Danmark must notify the Subscriber in advance of planned long-term outages etc.

Telia Danmark is under no circumstances responsible for the Subscriber's operational losses, loss of time, loss of profit or other indirect losses. Telia Danmark is not responsible for losses due to unauthorized persons' access to the Subscriber's data systems.

Any liability to pay damages on Telia Danmark's part are maximized to a proportional part of the Subscriber's latest paid quarterly subscription fee reflected the proportional subscription fee for the period of time during which the Subscriber has been without services.

The Subscriber is not entitled to a proportional reduction of price or compensation in addition that outlined above.

## **9. Exemption from liability/indemnity**

The Subscriber's use of the subscription occurs in all aspects at own risk, and Telia Danmark assumes no liability for content, be it with regard to correctness, legality, quality, etc. of information, regardless of location or source, which the Subscriber receives from or transmits via the telecommunications network or the internet.

The Subscriber accepts that Telia Danmark is non-liaible for all compensation or fines that Telia Danmark must administer due to the Subscriber's illegal or negligent actions or failures with the use of the telecommunications network or internet access. This includes, but is not limited to, intangible offences or punishable actions or omissions.

Telia Danmark does not assume any liability whatsoever for outages, delays, interruptions and lacking set-up that is due to conditions outside of Telia Danmark's control including, but not limited to, war,

civil war, fire, strikes, lockouts, natural disasters, electricity outages, public energy restrictions, agreement and cooperative partners' situation, legislation or similar public measures, cf. below in section 15 of these terms and conditions.

## **10. Telephone number/telephone number transfer**

The Subscriber is provided with a telephone number for his/her teleservices (telephone and mobile telephone). When moving, the Subscriber may assume that he/she can be assigned a new number for his/her connection to the fixed telephone network. Also, in other cases, due to regulatory, technical or operational causes, Telia Danmark will have to assign a new telephone number to the Subscriber. In order to cause the Subscriber the least possible disadvantage, Telia Danmark must, if possible, provide adequate notices prior to instituting such changes. Telia Danmark is not liable for costs and losses incurred by the Subscriber upon assignment of a new telephone number in relation to this policy.

The Subscriber can maintain his/her telephone number when switching telecom provider. This also applies when the Subscriber chooses to transfer his/her telephone number to Telia Danmark. Telephone number transfer depends upon the surrendering telecom provider, and Telia Danmark does not guarantee how quickly such a telephone number transfer can be instituted. Telephone number transfer requires that the Subscriber establishes a new subscription agreement with Telia Danmark. The Subscriber is personally responsible for settling accounts with the previous telecom provider. Insofar as the Subscriber chooses to transfer his/her telephone number from Telia Danmark to another telecom provider, this is considered a cancellation of the subscription agreement regarding telephony or mobile telephony, and the Subscriber is obligated to pay all fees until cancellation takes effect, just as all of the subscription agreement's relevant policies apply until the outstanding due payment is paid.

It is not possible to divide number series upon number porting or termination. Number porting entails, that the Subscriber establishes a new subscription agreement with Telia Danmark. The Subscriber is responsible for settling prior bills with the former telecom provider. As far as the Subscriber wishes to move subscription from Telia Danmark to another telecom provider, it is seen as an annulment of the subscription, in respect to the subscription agreement, and the Subscriber is entitled to pay for all expenses up to termination, just like all relevant subscription conditions count, until any outstanding amount have been paid.

## **11. Customer information, etc.**

Telia Danmark can use relevant customer data, such as the Subscriber's name, address, telephone number, e-mail address etc. to own and cooperative partner's telephone books or customer databases, regardless of media. Telia Danmark can also use the e-mail address to send information on new and already existing products in Telia Danmark's product portfolio. The Subscriber can be removed from this mailing list by contacting Telia Danmark directly.

Specific information about the Subscriber's use of teleservices (call data) will be stored with regard to documentation and sending of bills for up to 3 months for monthly billing and up to 5 months for quarterly billing. Specific information is made anonymous or deleted following the expiration of these deadlines, insofar as the Subscriber has paid the bill. If the Subscriber has not paid the bill, the specific relevant data is stored until the bill is paid. The specific data can also be stored longer, insofar as claims arise in relation to payment. The specific data cannot be stored longer even if the Subscriber makes such a request. Call data is sensitive information and will not be distributed to others than the Subscriber him/herself and is otherwise handled in accordance with applicable laws.

All of the personal data that the Subscriber provides is handled with confidentiality and in accordance with the Act on the Processing of Personal Data and the Telephony Act. The Subscriber has the right to request information regarding what data is registered regarding him/her, and can demand that the data is corrected, supplemented or deleted as desired. The Subscriber can contact Telia Danmark to acquire such information.

## **12. Confidentiality**

Telia Danmark and Telia Danmark's employees have a duty of secrecy in accordance with the Telecommunication Law § 13-15 regarding information regarding the Subscriber's use of teleservices and the content of the Subscriber's telecommunication. Such data can, however, be provided with the consent of the Subscriber or to courts, prosecutors, or other public authorities when Telia Danmark is legally obligated to provide such data.

## **13. Prices/price alteration**

The prices for actual services are stated on Telia Danmark's currently applicable price list. Telia Danmark must provide notice to the Subscriber of price and fee alterations. Written notice of any increases in price must be provided to the Subscriber with at least one month's notice prior to the institution of the changes. Price increases due to regulatory or public law related conditions, as well as price increases stemming from Telia Danmark's sub-suppliers can, however, be instituted immediately.

## **14. Agreement period, cancellation and blocking**

### **14A. General:**

The subscription agreement applies in relation to the agreed period in the order identified as "agreement period". The agreement period is, unless otherwise agreed, at least 12 months. However, telephony and Internet subscriptions are committed for at least 12 months from activation date at chosen operator, with the exception of Uno agreement and notice period as specified in the agreement about Uno communications solution. Upon renegotiation of the contract, any existing minimum contract periods for products and services established in the previous contract period shall be extended together with the new contract and its associated minimum contract period. No applicable subsidy payments will be made on services and products with existing minimum contract periods until this minimum contract period has expired. Telia Danmark is entitled to, at any time, cancel the subscription agreement with 3 months' written notice; however, see also section 16, last sentence.

Upon cancellation of the subscription agreement, Telia Danmark is entitled to maintain any assigned IP numbers.

Insofar as the subscription is not cancelled by the Subscriber at least 3 months prior to the end of the agreement period, the subscription is automatically renewed and continues indefinitely, until it is cancelled in writing. The subscription can, after the expiration of the agreement period, be cancelled with current month + 3 months. Exceptions are point 14C and 14D.

### **Fixed telephony:**

Any request for the transfer of numbers and/or number series by a new telephone company must be received by Telia Danmark no later than 3 months before the end of the 3 month notice period; otherwise, the subscription for network, numbers and number series will be further extended by a maximum of 3 months from the time of receipt of the request for the transfer of numbers and/or number series.

### **Mobile telephony:**

Any request for the transfer of numbers and/or number series by a new telephone company must be received by Telia Danmark no later than 1 month before the end of the 3 month notice period; otherwise, the subscription for network, numbers and number series will be further extended by a maximum of 1 month from the time of receipt of the request for the transfer of numbers and/or number series.

Under the terms of the Danish Telecommunications Act of 25/5/2011 on electronic communications networks and services it is possible to transfer active number and or/number sequences by giving 1 days' notice to the end of the next working day, depending on the binding period, when the request has been received by Telia Danmark no later than 16.00 for transferral on the next weekday, however, no ported numbers on Saturday and Sundays, holidays, d. 1.5, 5.6, 24.12 and 31.12.

The transferral of subscription numbers can only take place when the end-user's subscription with the provider who is to receive the subscription number has entered into force.

The contract holder is entitled to standard compensation if the desired transfer date is not met by Telia Danmark, regardless of the binding and/or notice period under the legislation.

Telia Danmark is entitled, on the next invoice after the numbers and/or number ranges are ported out of Telia Danmark's network, to charge the subscriber a compensation for the remaining contract and/or notice period. The compensation is calculated based on historical usage that the subscriber has consumed in the past contract period prior to the porting. In total the compensation is calculated as the full subscription fees for the remaining contract / notice period plus traffic fees for the remaining contract / notice period equivalent to 75% of the historical average consumption level calculated on a past period of up to 12 months. If the consumption and traffic fees in total is less than DKK 125 per month per mobile number and DKK 50 per month per fixed number, DKK 125 per month per mobile number and DKK 50 per month per fixed number will be charged for the remaining contract / notice period.

The subscriber can contact Telia Danmark in order to receive an estimate of the compensation before number porting is ordered.

The contract holder waives the right to transfer non-active number series if the numbers are not activated prior to reception of the transfer request by Telia Danmark.

If the Subscriber has an unusually large usage of teleservices, Telia Danmark can in special cases or according to own assessment block the subscription for certain services, or block the subscription for outgoing calls without notifying the Subscriber. The Subscriber can also personally request that the subscription be blocked. Blocking will occur on the day after Telia Danmark's reception of such request, unless the Subscriber has requested a later date. During the block period, the Subscriber must pay the standard subscription fee plus a separate blocking fee.

### **14B. for Server:**

As security for all claims against the customer, including claims relating to rent due, costs associated with clearing of the server room and other reasonable costs borne by Telia Danmark in connection with non-performance by the customer, Telia Danmark has a lien on equipment, which at the time of non-performance, is stored in the customer's server room. Telia Danmark may exercise the lien by denying the customer access to the server room, just as Telia Danmark is entitled to have the equipment stored.

Equipment located in the server room at the time of Telia Danmark's blocking of the server room, is accepted in pledge by Telia Danmark as security for all claims against the customer, including claims relating to rent due, costs associated with clearing of the server room and other reasonable costs borne by Telia Danmark in connection with non-performance by the customer.

In the event the customer has failed to pay the full amount due to Telia Danmark within 3 months from the date of denying the customer access to the server room, Telia Danmark is entitled, without warning, to destroy the withheld equipment at the customer's expense.

#### **14C. for WebHotel, MailHotel, SecureMail and Payment Gateway:**

Insofar as the subscription is not cancelled by the Subscriber at least 3 months prior to the end of the agreement period, the subscription is automatically renewed and continues indefinitely, until it is cancelled in writing. Prepaid subscriptions are not credited during the period of commitment.

After the period of commitment, the following cancellation rules apply:

For subscriptions that are billed annually, the Subscriber must cancel the subscription in writing at least 3 months prior to the end of the period of commitment, or the subscription will be renewed for another 12 months.

For subscriptions that are billed quarterly, the Subscriber can cancel with 3 months' written notice.

Telia Danmark can:

- Cancel hosting products immediately if we believe/assess this as necessary due to operational and/or security related issues.
- Cancel web hotels that are used for banners and ads immediately.
- Cancel web hotels that do not host a home page, but only files for download.
- Cancel web hotels that are not used as web hotels in accordance with Telia Danmark's product description of a Telia Danmark Web Hotel.
- Delete all content in a web hotel as soon as the agreement has expired or been cancelled.
- Immediately block internet pages with illegal material: (copyright related causes, child pornography, etc.)
- Immediately remove files from web hotels that burden servers to a degree that we deem unsuitable for operations.

#### **14D. for domain names:**

Domain names must be cancelled with a minimum notice of 3 months prior to Telia Danmark's billing of the customer for a new operational service period. However, the operational service period is always a minimum of one year.

In cases in which the local host master renews domain names for more than one year at a time, Telia Danmark bills the customer for the period plus the minimum period.

Customers that cancel or transfer domain names from Telia Danmark's name servers, must reported this to Telia Danmark by the termination.

Product description of a Telia Danmark Web Hotel: A Telia Danmark Web Hotel must be used for a home page and may not simply function as hosting for banners, advertising materials, film clips, etc.

#### **14E. Fibre networks:**

Fibre networks are bound to the physical delivery address for the entire duration of the binding period. In the event of the customer moving away within the binding period, the customer will continue



to be invoiced for the full subscription period for the individual fibre network, even in the event of a new fibre network being supplied to a new location.

## **15. Extraordinary restrictions of use**

In emergency situations, including serious threats to health, security or environment, natural catastrophes, war or war-like conditions, extensive strikes or lockouts and serious threat of sabotage of the network and services, including hacking and DDoS attacks, Telia Danmark and/or its sub-suppliers have the right to initiate measures for limited the use of services, including:

- Full or partial blocking of services.
- Limiting of service facilities; and
- blocking access to the services for new subscribers.

## **16. Neglect of subscription agreement**

In case of gross neglect by the Subscriber of the subscription agreement, Telia Danmark is entitled to, without further notice, cancel the subscription agreement and related agreements, as well as demand payment for its losses and any outstanding amounts due. Gross neglect includes the Subscriber's lack of payment for incurred expenses, cf. above in section 7, the Subscriber's illegal actions or omissions in the use of the subscription, lacked prevention of hacking and DDoS attacks as well as violation of the currently applicable ethical rules for the internet, the Subscriber's abuse of Telia Danmark's and/or third party's intellectual property rights, including copyright, registered trademarks, patents, utility models, brand names, etc., submission of a bankruptcy declaration by or against the Subscriber, the Subscriber's report of suspension of payments, etc.

Furthermore, Telia Danmark can block the Subscriber's access to the network, insofar as the Subscriber:

- uses non-approved equipment;
- does not meet the safety requirements stipulated by Telia Danmark;
- exhibits behaviour that is in violation of applicable laws and regulations for tele og dataservices; or,
- in any other way grossly abuses the services, including using the services for harassment.

If the neglect can be resolved, prior to cancellation and according to this policy, the Subscriber must have written notice hereof, and the opportunity to issue a statement regarding the situation with the given deadline. The notice must include information regarding the cause and a set deadline for the resolution of the situation. Insofar as security considerations demand, cancellation can be instituted without prior notice. In such case, the Subscriber will be immediately notified of cancellation.

Telia Danmark can reopen the subscription when the situation that was the cause of cancellation is resolved. Telia Danmark decides on the basis of action, prevention and dialogue with the subscriber, of a service or subscription service can be reopened.

The Subscriber will be charged a fee for reopening.

Telia Danmark and/or its sub-suppliers also have the right to initiate measures that can lead to outages, interruptions or changes of the network, which are seen as necessary for technical maintenance-related or operational reasons. Telia Danmark does not assume liability for costs or losses that may be incurred by the Subscriber due to such measures.

Telia Danmark will strive to provide adequate notice of such measures and do its best to minimize inconveniences to customers.

## 17. Changes

Change of address and other changes of relevance to the subscription relationship (except for those named above in section 13) must be reported to Telia Danmark as soon as possible, and within 14 days.

Telia Danmark reserves the right to change the terms of subscription, including changes due to revisions of the telecommunications and competition laws, with one month's notice. If the change is to the advantage of the Subscriber, the change can occur immediately. Notice of such change can, for example, be sent with a bill or Telia Danmark's customer information, including via e-mail and internet ([www.Telia.dk](http://www.Telia.dk)).

If Telia Danmark no longer offers the service in question, Telia Danmark can cancel the subscription agreement or parts hereof with one month's notice.

## 18. Transferral

Rights and obligations in relation to the entered agreement can only be transferred with a prior written agreement between the Subscriber and Telia Danmark. Telia Danmark is, however, entitled to transfer all rights and obligations in relation to the entered agreement to a company that is a part of the same group without the consent of the Subscriber. In cases of transfers, the Subscriber must be notified, without reasonable exception.

## 19. Applicable law and venue

Any dispute that may arise between the Subscriber and Telia Danmark in connection with the subscription agreement, including disputes regarding these terms and conditions must be determined according to Danish law, and where not otherwise indicated by the administration of justice act, at the Maritime and Commercial Court in Copenhagen.

## 20. Business owner

The Subscriber declares and acknowledges that he/she is a business owner, and declares that he/she will only use the services provided by Telia Danmark for business related purposes, as it is pointed out that the subscription and these terms and conditions deviate in some areas from § 10 of the Telecommunications Competition Law, cf. this law's section 3, and § 1, section 4 in Order no. 638 of 20 June 2005. In addition, chapter 5 of the Danish Payment Services Act does not apply to agreements that are entered into, or may be entered into, between Telia Danmark and the subscriber, cf. § 5, paragraph 2 in the Danish Payment Services Act no. 385 of 25 May 2009.

## 21. SMS and mail NOTIFICATIONS

As a service Telia Denmark provides notification by SMS and/or mail regarding technical incidents that may influence the service and / or for package products, when 80% and 100% of an agreed package is consumed. Telia Denmark can in no way be held liable if a customer does not receive the SMS notification, does not receive them in real time, or if the notification does not match the actual consumption or information at the time of receiving the notification.

## 22. Uno telephony

These conditions take precedence over the other general terms conditions, if the conditions described in paragraphs 22A-22E, otherwise the general terms and conditions is valid.

## **22A. Installation:**

Installation of the service is agreed with the customer when the contract is signed. This must be done within Telia's normal working hours. Once Installation has been approved, the customer can have modifications made to the configuration in accordance with the contract. There is no charge for this; however, it must be carried out within the first 14 days. This must be done within normal working hours. Modifications to the configuration after this time will be carried out against payment of Telia Danmark's normal hourly rate, applicable at the time, and within Telia's normal working hours. The implementation of any additions or changes defined by the user will be carried out within 2 working days, unless agreed otherwise.

In certain cases, the service requires the installation of technical equipment on the subscriber's premises. It is incumbent on the subscriber, in accordance with Telia Danmark's instructions and at the subscriber's own expense, to allocate space, power supply etc. for the correct installation/operation of the service.

The subscriber is responsible for all connections in their premises and the connection from the subscriber's LAN to routers and/or other network equipment. Furthermore, the subscriber must ensure the provision of IP addresses, routers and any other network equipment to enable delivery of the solution. By signing this agreement, the subscriber confirms that Telia Danmark A/S can commence installation on the required installation/porting date.

With regard to installation and error recovery, the customer must guarantee Telia Danmark A/S access to the relevant locations and unhindered access to the equipment.

Moreover, the subscriber accepts that Telia Danmark A/S will commence invoicing for the service on the requested installation/porting date or 4 weeks from the date of the contract being signed or, in the event that the subscriber delays installation by not assisting Telia with the requested information, within a reasonable time.

## **22B. Limitation of liability and rights**

The service requires that all subscriber traffic is facilitated via Telia Danmark's telephony and data network or via other operators who support the service and have been approved in writing by Telia Danmark A/S. Telia Danmark A/S cannot guarantee the sound quality of calls directed over the Internet. Telia Danmark A/S cannot be held liable for any costs or damages caused by the subscriber as a result of the subscriber's handling of personal information, such as usernames, passwords, telephone numbers or similar information, that may be used maliciously or illegally or which is misused by the subscriber or a third party.

All intellectual property rights pertaining to the incorporated products and services acquired by or in the possession of the subscriber under licence are owned by Telia Danmark A/S. The subscriber is not permitted to transfer sublicences or, in any other way, allow others to make use of the licence obtained.

## **22C. Unauthorised use:**

The subscriber is not entitled to cause traffic disruptions in the telephone network by holding competitions etc. which significantly exceed the agreed capacity for answering calls – also known as mass-calling. As far as possible, the subscriber must answer incoming calls. Therefore, systematic use of the Service for commercial purposes without the calls being answered is not permitted.

The subscriber must not participate in Call Centre operations on a large scale via the Uno system and Telia Danmark A/S reserves the right to limit the subscriber's use of the service to 5 simultaneous calls in a queue – or a maximum number of simultaneous calls representing 30% of the users in the system. Similarly, the subscriber undertakes not to use the material or property which may be copyright protected or which is in any other way classified as the intellectual property of Telia Danmark A/S or a third party. In the event of a customer violating this provision, the subscriber must hold Telia Danmark A/S indemnified in respect of third parties.

In cases where a customer expects rapid growth the subscriber is asked to notify Telia Danmark of this in good time.

## **22D. Marketing:**

The subscriber is not permitted to market or, in any other way, use the name Uno, trademarks or other symbols without first obtaining written permission. During the term of the agreement, Telia Danmark A/S is entitled to use the subscriber's name and logo, to a reasonable extent, in its marketing material.

The parties must be exempted from penalties and other sanctions if compliance with certain obligations is prevented or significantly hindered by events which the party in question cannot reasonably be expected to control or predict. Such events include, but are not limited to, for example, industrial action, lightning strikes, fire, local or government legislation, failure of an operator's network, a general lack of transportation, goods or energy or other similar circumstances.

## **22E. Termination of contract and notice period:**

The Subscriber can cancel individual mobile subscriptions within the agreement and commitment period (see section 14 in Part (I)). Existing contract and notice period specified in agreement about Uno communications solution.

The cancellation fee during the agreement and commitment period is a set administration fee of DKK 500. A condition for cancellation of individual mobile subscriptions within the agreement and commitment period is that the Subscriber can document - per Telia Danmark's request - that the reason for the cancellation is that an employee no longer works for the company in question that has signed a mobile telephony or mobile broadband agreement.

## **23. Blocking of ip telephony (mvoip) and peer-to-peer file sharing (p2p).**

Telia reserves the right to implement blocks in the net so IP telephony (MVOIP) that are not bought through Telia Denmark and Peer-to-Peer file sharing (P2P), not can be used.

This mean that the customer will not be able to download and use applications that make it possible to talk or have video conferences via the Internet and share files via online file sharing services.

# **Section (II). Special conditions for teleservices**

## **A. Ordinary telephony services (fixed network)**

### **1. Subscription**

The subscription provides access to the fixed telephone network in Denmark (excluding Greenland and the Faroe Islands) and the right to use the telephony services and additional services that the Subscriber has agreed to with Telia Danmark.

### **2. Connection to network**

Telia Danmark handles the wiring of the connection line to the first telephone jack or other connection point at the installation address that the Subscriber has provided. Telia Danmark can only offer new access in places where there previously have been points of connection. If the Subscriber desires an alternative wiring or routing of the connection line than that which is technically and economically suitable to Telia Danmark, Telia Danmark can demand that the Subscriber pays the extra costs.

Insofar as the Subscriber desires a connection that is not covered by Telia Danmark's supply obligations, such as these are outlined in Telia Danmark's license and the provisions of telecom laws,

Telia Danmark can demand that the Subscriber cover the extra costs of connection. Telia Danmark is obligated to inform the Subscriber in writing regarding any demands for covering such extra costs.

Telia Danmark must be assured unhindered access to the point of connection. In connection with the installation, Telia Danmark has the free right to make necessary installations and wiring on, in, and through the Subscriber's property. Telia Danmark must inform the Subscriber of such actions, and the Subscriber has the right to respond prior to the initiation of these actions. The Subscriber does not receive any form of compensation for inconveniences due to installations that are placed on the Subscriber's property with the aim of this connection. The Subscriber must personally ensure and pay for supply of electricity (220 V) where necessary. The installation includes 10 meters of in-house cabling, and the Subscriber holds the expenses for any further cabling.

The Subscriber will receive no compensation for inconveniences from installations, which are placed on the Subscriber's property related to connection. The Subscriber must see to and pay for the delivery of power (220V) where deemed necessary. The Subscriber must also pay for internal cable placement.

The Subscriber must ensure that any person who may install or perform service on his/her equipment or telecom network lines has the required authorisation. Telia Danmark's personnel must identify themselves without prior solicitation.

### **3. Damages to the Subscriber's property**

Upon installation and wiring, Telia Danmark is obligated to exercise appropriate precaution with regard to the Subscriber's property and other belongings. Telia Danmark is obligated to compensate damages in excess of those made necessary by the work, insofar as the damage is due to gross negligence on the part of Telia Danmark.

### **4. Cancellation during the agreement and commitment period**

The Subscriber can cancel individual fixed network subscriptions within the agreement and commitment period (see section 14 in Part (I)). The cancellation fee during the agreement and commitment period is a set administration fee of DKK 500.

A condition for cancellation of individual fixed network subscriptions within the agreement and commitment period is that the Subscriber can document, per Telia Danmark's request, that the reason for the cancellation is that an employee no longer works for the company in question that has signed a fixed network telephony agreement.

### **5. Damages to Telia Danmark's equipment**

With regard to the Subscriber's connection to the telephony network, technical equipment belonging to Telia Danmark may be placed upon the property of the Subscriber. Telia Danmark covers costs of normal wear and decay of this equipment.

The Subscriber is obligated to provide compensation for loss or damage of such equipment, insofar as it is due to gross negligence on the part of the Subscriber or somebody for whom he/she is responsible.

### **6. Error correction**

Telia Danmark is responsible for the maintenance and error correction of the connection line up to the point of the first telephone jack or other point of connection. The Subscriber is personally responsible for the maintenance and error correction of his/her own internal telephony network and equipment

connected to this network. Insofar as the Subscriber desires that Telia Danmark perform maintenance and error correction of such equipment, this must be paid for separately. Telia Danmark can demand that the Subscriber cover the costs of maintenance and error correction on the connection line.

## **B. Mobile telephony services**

### **1. SIM card and subscription**

The SIM card is a card placed physically in the mobile telephone or other mobile device in order to achieve connection to Telia Danmark's mobile network as well as opening up the chosen services. Telia Danmark guarantees, that the SIM card will function with mobile telephones as well as other equipment approved in the network.

Note that § 62 of the Danish Payment Services Act does not apply to agreements that are entered into, or may be entered into, between Telia Danmark and the subscriber, as this provision is dispensed with in its entirety, cf. § 62, cf. § 5, paragraph 2 in the Danish Payment Services Act no. 385 of 25 May 2009.

The Subscriber is liable for received SIM cards and is responsible for the suitable storage of PIN codes and other security codes, ensuring that these do not come into the possession of unauthorised persons. It is not recommended that the code is noted on the card, telephone equipment or the like, to deactivate the use of PIN codes, or to part with the telephone after the PIN code has been entered, as this can be seen as gross negligence.

If the Subscriber's SIM card is lost or stolen (for example, theft of the telephone), this must be reported to Telia Danmark within a reasonable amount of time to hinder abuse. The Subscriber can demand written confirmation of Telia Danmark's reception of the report of loss. The Subscriber is personally responsible for misuse of telephone/SIM card until the report of loss is received by Telia Danmark. This liability is limited to DKK 10,000. In intentional instances, or when the report of loss is not given within reasonable time after the loss of the telephone/SIM card, the above limitation does not apply. It is always Telia Danmark that defines whether a cancellation notification is given to Telia Danmark within a reasonable time under the given circumstances. After the report of loss is received, the Subscriber is only liable for misuse insofar as the Subscriber has enabled misuse by acting intentionally. Telia Danmark is responsible that such reports can be received.

The SIM card is the property of Telia Danmark and may only be used in approved equipment that is in the prescribed condition. It is not permitted to alter the card. Telia Danmark can disconnect equipment that is not in prescribed condition.

A mobile telephone subscription with Telia Danmark includes access to so-called content-fee services. These services provide the Subscriber with access to buy goods and services, which are not delivered directly to the mobile telephone, and are paid for via the Subscriber's bill, i.e. bus and cinema tickets, cash point- and internet purchases. The maximum amount for such purchases is set to DKK180 (exclusive of VAT) per purchase.

### **2. Use of subscription in FOREIGN countries**

The Subscriber's use of international mobile telephony and person search network is subject to laws and regulations, fees and conditions that apply to the individual operator's network. For the use of the subscription in other countries, Telia Danmark demand payment for use on the part of the foreign network operator. An administration fee is added to this cost.

From 1 July 2010, it was under an EU directive required that all subscriptions for mobile telephony and mobile broadband has a default limit for data roaming per. calendar month of € 50 This is equivalent

to DKK 450, - incl. VAT. The end user has the possibility to increase this limit via SMS to a higher level acc. EU Directive. Telia Denmark disclaims any responsibility for data roaming and changed thresholds made by SMS or email to Telia Denmark.

We will send an SMS when consumption reached 80% (DKK 360,-) of the amount in that month. When usage is up to 100% of the amount we send another SMS when we communicate that limit is reached, and we close for additional data roaming, if the end user is not actively raise the threshold by SMS or by contacting Telia Denmark. The limit is reset at the beginning of a new calendar month.

### **3. Cancellation during the agreement and commitment period**

The Subscriber can cancel individual mobile subscriptions within the agreement and commitment period (see section 14 in Part (I)). The cancellation fee during the agreement and commitment period is a set administration fee of DKK 500. A condition for cancellation of individual mobile subscriptions within the agreement and commitment period is that the Subscriber can document - per Telia Denmark's request - that the reason for the cancellation is that an employee no longer works for the company in question that has signed a mobile telephony or mobile broadband agreement.

### **4. Loss or theft of subscription equipment**

Upon knowledge or suspicion that a mobile telephone, SIM card or other personal items have fallen into the wrong hands, the Subscriber must immediately inform Telia Denmark's customer service on +45 70 26 23 00. Telia Denmark will then immediately and without charge block the subscription. The subscription will remain blocked until the subscriber requests reopening. The Subscriber can instead choose to receive a new SIM card with new personal PIN codes. The price of the new card is stated on Telia Denmark's price list. Even though the subscription is blocked, the standard subscription fee will continue with a blockage fee, for as long as the subscription is not cancelled.

### **5. Liability in cases of loss, theft etc.**

The subscriber is liable for losses due to the misuse of a lost or stolen SIM card until the time of the report of loss or theft etc.

## **6. MOBILE BROADBAND**

A mobile broadband subscription with Telia Denmark includes a GB maximum of national traffic pr. calendar month as noted on Telia Denmark's price lists for mobile broadband. In case of a larger usage it will be invoiced based on Telia Denmark's list prices at the time.

Mobile broadband speed may vary depending on the accessible network, and for this reason Telia Denmark can not guarantee a minimum speed.

Termination of a mobile broadband subscription within the contract period will instigate a collecting of DKK 999 for the mobile broadband unit, if the unit has been delivered by Telia Denmark. This collection is additional to Telia Denmark's administration fee (DKK 500) in connection with termination in the contractual time period.