

Supplementary Terms and Conditions for Touchpoint Plus and Touchpoint Flex

September 2017

1. Supplementary agreement

These Supplementary Terms and Conditions apply to Touchpoint Plus and Touchpoint Flex and are a supplement to the General Terms and Conditions for Telia Denmark's telephony services (business). In case of conflict, these Supplementary Terms and Conditions take precedence over the General Terms and Conditions.

2. General

The Solution is a cloud-based telecommunications solution which includes switchboard functions, status (busy/free), instant messaging and Unified Communication. All traffic is generated from IP telephones, Softphones (telephone on PC) or mobile phones for which only certain subscriptions compatible with the Solution can be used.

3. Limitation of liability and rights

The Solution requires all of the Customer's traffic to pass via Telia's telephone and data network, or those of other operators which support the Solution and have written approval from Telia. Telia cannot guarantee the sound quality for calls routed over the Internet. Telia is not liable for any costs or losses caused by the Customer's handling of personal data, such as user-names, passwords, telephone numbers or the like, which could be used for harmful purposes or misused by the Customer or third parties.

All intellectual property rights to products and services, which are used or held under licence, will be owned by Telia. The Customer is not permitted to grant sub-licences or otherwise allow others to make use of the licence obtained.

4. Technical matters and security

Information about technical interfaces, specifications and quality measures may be obtained from Customer Service.

The Customer's administrator can establish different forms of block in the Solution's user interface for calls. Note that these blocks will not work if the Solution is temporarily out of service or if a mobile phone is used outside Denmark. Roaming can be blocked by contacting Customer Service.

The solution enables users to flexibly establish call forwarding based on a number of criteria through a web module. It is therefore impossible to use the forwarding facilities on the phone itself. The users will be able to set their redirected call so that it is answered by an advanced voicemail facility in the Solution.

Through SMS Service text messages may be sent free of charge from the Solution's Softphone and Webportal to ordinary Danish mobile numbers.

The use of IP telephony via the Solution requires access to the Internet. It is the Customer's responsibility to ensure that security follows Telia's specifications for the technical set-up. If the Customer fails to do so, the Customer will be liable for any misuse.

If the Customer uses IP telephones not supplied via Telia, the Customer will be responsible for ensuring that the terminal equipment used is protected by up-to-date software and security packages. If not, Telia may block the Customer's access to the Solution.

Calls to 112 made from an IP telephone or Softphone via PC are always directed to the emergency service in Copenhagen without information as to where the call is made.

If the Customer suspects that unauthorised persons have obtained access to the Customer's terminal equipment, the Customer must notify Telia of this immediately so the Solution can be blocked. Once the block has been established, the Customer will not be liable for any usage by the unauthorised user.

Telia may use third-party providers of IT services installed on the supplier's server. In this case, the Solution will be operated in the EU country where the server is located.

Telia complies with systematic privacy and security procedures in respect of its own employees and employees working on a contractual basis. All central equipment used for production and delivery of the Solution and its functions is located at Telia's security-classified data centres. This means that the customer data and voice traffic for the Solution are located and run through Sweden.

User access and physical access rights to the facilities of Telia's data centre are stated for each individual employee at Telia in accordance with their occupation. Validity and use are monitored continuously.

5. Data traffic

Mobile App and Softphone require a data connection, and use of these services may cost data usage on the mobile or PC unless the data connection is established via wi-fi. The Customer should therefore check whether the device used for Mobile App or Softphone is supported by a subscription which includes data. The price for data traffic in Denmark will be governed by the prices and terms and conditions for data usage applicable to the Customer's mobile subscription at any given time. The price for data traffic abroad will be governed by the prices in the country in which the Customer is located. See current prices at telia.dk.

6. Support

Telia supports the programs and configurations which concern the Solution covered by the Agreement. Telia is entitled to collect payment for special support services.

Telia does not undertake to support programs and programming languages which are not relevant to the Solution, nor to provide specific support for operating systems or Internet connections from another provider.

If a fault is due to faults and defects in the Customer's equipment or the use of it, or the use of another provider's Internet connection, Telia may make a charge to cover troubleshooting and possible fault clearance.

7. Notice of termination

The Solution cannot be terminated in the period stated in the Agreement. After that, subscriptions and services can be terminated on 3 months' notice.

Termination of underlying traffic subscriptions for the Solution will cause associated subscriptions to be terminated at the same time.

In order to cancel subscriptions, the Customer must be able to document, when asked to do so by Telia, that the reason for the cancellation is that an employee has ceased to work in the company concerned.