

# General Terms and Conditions for Telia Denmark's Communication Services (Enterprise)

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# General Terms and Conditions for Telia Danmark's Communication Services (Enterprise)

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## Important information about Telia Danmark's telephony services

In this document, you can read about the conditions you need to be particularly aware of when using Telia's Communication Services.

- The subscriber (the Customer) is liable for payment for the Communication Services used.
- The mobile subscription gives the User access to a number of Telia benefits. The benefits and contents of this will vary all the time, and Telia may change or stop offering a particular Telia benefit without notice. More information at [telia.dk/erhverv](http://telia.dk/erhverv).
- Take particular note of the limit on the usage of mobile data abroad.
- Keep your mobile phone and PIN code in a secure place and only pass on the phone to others if you are sure you can control and monitor the usage.
- **If the SIM card is lost, notify us on 80 40 40 40 (from outside Denmark, call +45 26 26 26 26) so the SIM card can be blocked in order to prevent misuse.**
- If a number cannot be transferred for mobile services – because of the Customer's situation – the Agreement will continue to apply with the temporary number(s) from Telia.
- Customers can manage and check their usage (see 7.3) with e.g.
  - Usage Control (Forbrugskontrol), so your phone is blocked for outgoing calls and content-priced services when the usage exceeds the predefined amount. Usage Control has a default usage limit of DKK 500.
  - Subscribe to various blocking facilities, such as blocking international calls and text message content services.
- The mobile phone can be configured in many ways, so please be aware that this may increase the risk of unintended use.

## 1. Scope of the Agreement

1.1 These General Terms and Conditions apply to Telia's mobile, fixed line and Internet-services (together mentioned as Communication Services), and any deviations from these terms must be agreed in writing to take effect. Alongside these General Terms and Conditions, supplementary conditions will apply to products included in the Agreement between the Customer and Telia. The conditions of which the Customer should be particularly aware are highlighted in bold.

1.2 Telia refers to Section 11(1), Section 16(1), nos 1) and 2), and (2), Section 18, Section 19(1)-(4) and Sections 20–21 of Executive Order No 715 of

23 June 2011 on the provision of Electronic Communications Networks and Services, cf. Section 1(4) of this Order.

## 2. The parties

2.1 The Agreement is concluded between the Customer and Telia Danmark, a branch of Telia Nättjänster Norden AB, Sweden, CVR-no 20 36 79 97, Holmbladsgade 139, 2300 Copenhagen S.

2.2 The parties have rights and obligations under the Agreement. For example, the Customer is liable for payment for the Communication Services provided under the Agreement. This will also apply if the Customer transfers the subscription to a user.

2.3 The Customer declares to be a legal person (business or enterprise) and only to use the Communication Services provided by Telia for business purposes. Further the Customer acknowledges that Telia's delivery of services is governed solely by these Terms and Conditions.

**2.4 The Customer is considered to be a normal end-user (see Section 2 no 3 of Consolidated Act no 128 of February 7 2014 on electronic communications networks and services), and it is a condition of the Agreement that the Customer will not make Telia services available to third parties on a commercial basis. If the Customer does this, or Telia has reason to suspect it, Telia may suspend the connection and terminate the Agreement without notice or liability.**

**2.5 In the event that the Customer is of a size classified as a micro-enterprise, small company or a non-profit organization as these are defined in § 2, nos. 12-14 in Executive Order no. 1887 of 8 December 2020 on end-user rights in the telecommunications area, the Customer accepts with his signature of the Agreement that the Customer waives the rights that follow from the following provisions:**

- a) § 4, para. 1 - The customer does not receive all the information mentioned in Appendices 1 and 2 of the Executive Order and in Act no. 1457 of 17 December 2013 on consumer agreements.**
- b) § 4, para. 2 - The customer is not provided with a contractual summary.**
- c) § 7, para. 4 - The Customer's Non-Termination Period may be longer than 24 months.**
- d) § 10, para. 1 - The above provisions also do not apply in cases where the Customer's agreement relates to a package of services or a package of services and terminal equipment.**

## 3. Installation and delivery of the Communication solution

### 3.1 General

The subscription for Telia's Communication solution requires connection to the public telecommunications network through Telia. The Customer must assign a contact person with a mandate and must specify an installation address where Telia will establish a connection point and install any other Telia-supplied equipment.

3.1.1 If the installation is new, Telia will appoint a termination place with respect for the Customers recommendation.

3.1.2 'Installation address' means an address representing the Customer's commercial premises or fixed place of Enterprise. If the installation address is an unusual address (mainly tents, caravans, on-site huts, moorings, marketplaces or the like) or a technical installation (wind turbines, parking meters, well installations, pumps, monitoring and registration installations, antenna poles or the like) delivery and operation will be subject to special payment.

3.1.3 The Customer must cancel any products and extra services from the Customer's previous provider, unless these are to be taken over by Telia. Products and extra services covered by the Agreement between Telia and the Customer which are not cancelled will be taken over and continued by Telia. Telia may invoice the Customer for all products and extra services transferred.

3.1.4 Telia is responsible for supplying the communication solution and will conduct a test of the fixed line and data-connection before the solution is handed over to the Customer. Hereafter the Customer has 7 days where minor (typically software and other IT-related modifications made via remote access) changes will be done by Telia free of charge for the Customer. In the case of later adjustments, Telia may charge the Customer according to the current price list.

### 3.2 Costs of connection

The precise positioning of the connection point and other Telia-supplied equipment will be determined by Telia in consultation with the Customer. The Customer will be billed separately for this if:

- a) Telia is not given unimpeded access on the agreed date for the engineer's visit.
- b) Cabling and equipment are fitted on surfaces to which they cannot be fixed with clips.
- c) Ducting has to be used to secure cables.
- d) There is a need to drill through reinforced concrete.
- e) Cabling has to be laid over more than 10 metres.
- f) The positioning of the connection point, other Telia-supplied equipment or cabling differs in some other way from the position that Telia considers financially and technically most appropriate (e.g. concealed routing, placement in wet room etc.).
- g) The Customer wishes to alter an existing connection point or other Telia-supplied equipment.
- h) Establishing a connection means that Telia will incur costs for renting rack cabinet, intermediate cabling or other.
- i) There is no functional connector on the address.

- j) There are other significant and unforeseen obstacles to the installation work.

### 3.3 Date of delivery

Telia may postpone the date of provision of Services without paying compensation to the Customer if this is due to technical reasons, the Customer's situation or delays with sub-contractors.

3.3.1 If one of the parties requests a postponement of the agreed delivery date and the other party has no objection thereto, the suggested new delivery date is agreed upon as the agreed delivery date. If the Customer requests such a postponement, Telia is entitled to compensation for direct costs in connection with the postponement.

### 3.4 Other costs covered by the Customer

- a) The Customer will bear the responsibility for any building repairs, such as painting, plastering or wallpapering, or restoration measures under building regulations that are a necessary consequence of establishing, dismantling or moving installations.
- b) Connection and fitting of own equipment.
- c) Charges for electricity supplies to equipment installed by Telia.

### 3.5 Other obligations of the Customer

The Customer must also ensure:

- a) That there is unimpeded access for Telia (or Telia's sub-contractor) to install cabling, a connection point and other equipment.
- b) The Customer may only connect equipment which is approved for use on the telecommunications network and which complies with any special instructions from Telia. Refer also to the Act on radio and telecommunications terminal equipment and electromagnetic conditions (R&TTE).
- c) That equipment delivered by Telia or one of Telia's subcontractors is returned no later than 7 working days after termination of the Agreement, or Telia will charge the Customer payment for the equipment.
- d) To ensure that equipment supplied by Telia or one of Telia's subcontractors is not damaged.
- e) Respect the ownership of the equipment provided by Telia or one of Telia's subcontractors, including, but not limited to, not selling, pledging, leasing or otherwise controlling the equipment.
- f) That all repair, service, adding, modifying or removing parts or equipment delivered from Telia or Telias sub-contractor, are only to be done with Telias previous written approval. Further that all instructions is-sued by Telia regarding the operation and use of the equipment are followed.
- g) That only type-approved equipment is connected to hardware and installations, if such connection has been agreed with Telia beforehand and is in accordance with Telia's guidelines. The connection of the Customers own equipment is done on the Customers own risk.

### 3.6 Transfer of number

- a) The Customer signs the "Termination of mobile and fixed line contract" and sends this to Telia within 60 days after the effect of the Agreement.

- b) Telia transfers the numbers as fast as possible unless agreed otherwise.
- c) Prior to the transfer, the Customer will receive a text from Telia with information about the time for the transfer.
- d) If problems with the transfer are attributable to the Customer, the Agreement will be maintained via a number provided by Telia.
- e) When the transfer of numbers has taken place, the Agreement term starts.
- f) Transferring of numbers can be done in advance, however not for more than 180 days.
- g) The Customer may not claim compensation if problems in transferring the numbers, or installation, are attributable to the Customer.

#### **4. Change and reservation of telephone numbers**

4.1 The Customer may request a change of phone number by paying an administration fee. Telia may change the Customer's number without the Customer being entitled to compensation if the change is made for legal or essential operational reasons.

4.2 The Customer can reserve one or more numbers, for which Telia may charge an administration fee. Telia is entitled, but not obliged, to cancel the reservation after three months unless the Customer enters into a subscription agreement for the reserved number.

4.3 Reserved numbers have to be activated by Telia before they can be transferred to another provider.

#### **5. SIM card**

##### *5.1 General*

When concluding a mobile subscription agreement, the Customer will receive a SIM card with a 4-digit PIN code and an 8-digit PUK code. The PIN code and the PUK code are used to prevent misuse of the SIM card. If an incorrect PIN code is entered three times in succession, the SIM card will be blocked and can only be unblocked with the PUK code. If the PUK code is entered incorrectly 10 times in succession, the SIM card will be permanently blocked, and a new SIM card must be requested and paid for. The Customer should store the PIN code, PUK code and SIM card separately, in secure places.

5.1.1 The SIM card belongs to Telia and must be destroyed or returned if requested by Telia. If the card is damaged, the Customer must destroy it or return it to Telia. Telia will replace damaged SIM cards for a fee. The SIM card may not be tampered with or copied by anyone other than Telia.

##### *5.2 Theft and loss*

If the Customer loses the SIM card, the Customer must have the card blocked immediately by calling 80 40 40 40 to prevent misuse. Telia may request written confirmation from the Customer before blocking the phone, and may also require the Customer to report the matter to the police. This will also apply if another person has obtained knowledge of

the code unlawfully, or if there is a risk or suspicion of misuse of the SIM card.

5.2.1 Once Telia has been notified, the Customer will no longer be liable for any subsequent unlawful use of the SIM card, and a new SIM card will be supplied for an extra charge.

5.2.2 If the Customer has been supplied with a PIN code for the SIM card, the Customer will be liable for other people's unauthorised use of the SIM card in accordance with the rules and limitations laid down in Sections 99-100 of the Act on payment services (Consolidated Act no 652 of 08/06/2017).

5.2.3 The Customer will be liable:

- Initially for up to DKK 375 incl. VAT for unauthorised use of the SIM card by others if the associated PIN code and/or other security codes have been used.
- In special cases, for up to DKK 8,000 incl. VAT, if Telia can prove that the PIN has been used, and the Customer, eg, do not inform Telia when the Customer becomes aware that others know the PIN and/or other security codes, the Customer has intentionally indicated the PIN to the person who has abused the phone or if the Customer allows unjustified use in the case of grossly irresponsible behavior.
- Without limitation, if the Customer intentionally or fraudulently contributed to the third party's unauthorised use of the SIM card and that the Customer was or should have been aware that this would constitute a risk of abuse.

5.2.4 The Customer will still be liable for payment of the subscription fee, minimum usage and other fixed charges even though the card is blocked.

5.2.5 Telia may charge an administration fee for unblocking the phone.

#### **6. Mobile communication solutions**

##### *6.1 Mobile coverage and speeds*

Telia provides 2G, 4G and 5G coverage and uses international standards for prioritising traffic over the network in order to deliver the best user experience; for example, a higher speed will give a better user experience. The Customer can use the mobile subscription wherever there is network coverage, and can obtain details of the expected network coverage in Denmark at any given time from telia.dk. Depending on the Customer's physical position or local conditions, network coverage may not be as stated by Telia. Use of the different technologies presupposes that the Customer's equipment supports the technology concerned and regarding 5G, that the Customer has Telia subscriptions which supports 5G.

6.1.1 In some areas of coverage in Europe, such as on ferries, the mobile phone will switch between an EU-country network and a non-EU-country network. The Customer may then risk roaming on the non-EU-countries network even though the Customer is in an EU-country. This means that the Customer's usage will be charged based on roaming prices; see

telia.dk. It is the Customer's responsibility to determine which provider's network is being used for a particular call.

### 6.2 Traffic included in the subscription (general)

Where calls, texts, MMS and data are included in the subscription, they may be used within the borders of Denmark to all normal Danish mobile and fixed line numbers. When the included minutes have been used, subsequent usage will be charged according to the applicable price list. Included calls, texts, MMS and data will not be transferred to the next month if they have not been used in the current month.

6.2.1 For subscriptions with included calls, there will be no call charges when calls are made within the included amount. If a call lasts more than 2 hours, a special per-minute rate will be charged; see current price list.

6.2.2 For subscriptions with included data, the Customer will receive a text message when the monthly content has been used. The Customer can continue using data as pay-as-you-go or accept a lower speed at 120 k/sec. However, Telia reserves the right to reduce the speed or block further use of data for the rest of the month, without notice or liability, if the data included in the subscription has been used up and no further data packages have been purchased.

### 6.3 Use abroad (subscriptions with roaming)

#### 6.3.1 Zones

Telia divides the world into zones:

Zone 1 (Nordic and Baltic countries)

Zone 2 (EU)

Zone 3 (rest of Europe)

Zone 4 (North America)

Zone 5 (other countries)

Zone 6 (rest of the world)

Zone 7 (satellites, ships and aircrafts)

The prices for the use of mobile services in the individual countries, and the breakdown of countries into the individual zones, can be viewed at telia.dk.

#### 6.3.2 EU roaming

The EU's rules on 'Roam like at home' came into force on June 15 2017. This means that Customers who travel regularly in the EU but have a stable affiliation to Denmark will have the same call, text and data rates in the EU (zones 1 and 2) as in Denmark.

#### 6.3.3 Limitations on EU roaming

##### 6.3.3.1 Documentation of affiliation to Denmark

On entry into the Agreement, or at a later date, Telia may require documentation to show that the Customer has a home address in Denmark, some other permanent connection to Denmark, or frequent and long term stays in Denmark. If the Customer cannot present this documentation, Telia may block access to roaming in the EU.

##### 6.3.3.2 The 50% rule

In order to determine whether the Customer is just a regular visitor to other EU countries, Telia will monitor the Customer's data, including usage patterns

and networks on which the SIM card is registered, on a rolling 4-month basis.

6.3.3.2.1 If, during this period, the SIM card is in a EU country other than Denmark for more than 50% of the time and shows a usage pattern with more than 50% of the total usage of the SIM card in another EU country than Denmark, Telia will charge a special usage rate (EU supplement) for text/MMS, calls and data. Before charging the Customer the special usage rate, Telia will notify the Customer of this, allowing the Customer two weeks to change this behaviour (actual usage or time spent in Denmark) in order to avoid the special usage rate.

6.3.3.2.2 If the Customer's behaviour does not change, Telia will charge the Customer the special usage rate from the date of the notification.

The same will apply if the SIM card is inactive for long periods and used mainly for roaming, or the Customer has entered into multiple mobile subscriptions and is using the subscriptions and the associated SIM cards for roaming one after the other.

##### 6.3.3.3 Data limit

If the Customer has included a data package with a given amount of GB in the subscription, a limit will be placed under EU rules of the amount of the included data that can be used for EU roaming. For further details of how the limit is calculated, refer to Articles 2(c) and 4(2) of the EU rules C (2016) 8784.

6.3.3.3.1 Telia may choose to give more data than the restriction allows and may choose to give more data in some countries than others.

If the Customer reaches the limit for EU roaming, Telia will charge an extra rate until the Customer reaches the total number of GB in the data package. Any further data usage in the EU will then be billed in the same way as in Denmark.

#### 6.3.4 Handling of traffic included in the subscription (general):

The Customer can use the mobile service abroad via a foreign provider's network if Telia has entered into a roaming agreement with the foreign provider. Roaming abroad is governed by the regulations, prices and conditions defined for the individual services in the foreign provider's network. Telia is not liable for the coverage, quality, security, range of services, customer data etc. outside Denmark.

#### 6.3.5 Use of data abroad (general):

**There are limits on the use of mobile data services abroad, called 'data control'.** This ensures that the use of data services abroad is blocked when the monthly limit of DKK 360 excl. VAT has been reached. Since 1 July 2010, it has been a statutory requirement for all subscription customers to be set up by default with data control abroad.

6.3.5.1 The Customer can change the limit or cancel data control via Self-Service or text or by contacting Customer Service (Enterprise). Any change will apply for the rest of the agreement period unless the Customer changes it again. When the data service has been disabled, the Customer will receive a text

message stating that the service has been de-activated, and when the service is requested again, the Customer will receive a text message that it has been activated.

The following data services are not covered by data control:

- MMS, per message
- Data traffic via WLAN
- Data traffic via APN for Enterprises
- M2M data traffic

6.3.6 Handling of call time included in the subscription:

If a call lasts more than 2 hours, DKK 0.60/min will be charged.

6.3.7 Handling of data included in the subscription without Fair Use Policy:

For subscriptions with included data, the Customer will receive a text when 100% of the monthly content has been used.

6.3.7.1 The text will contain details of purchases of extra data packages. If the Customer purchases extra data packages, the Customer can continue with unchanged upload and download speeds. For subscriptions with included data, the purchased data packages are to be used by the end of the month.

6.3.7.2 For subscriptions that do not have included data in zone 2 or 4, the purchased data packages are to be used before midnight Danish time. If no extra data packages are purchased, access to the use of data will be stopped until either the end of the month or midnight Danish time, after which the included data will be available again.

6.3.8 Handling of data included in the subscription with Fair Use Policy:

For subscriptions with included data, the Customer will receive a text message when 100% of the monthly content in either Denmark or the EU has been used, after which the Customer must accept a continued access to data traffic.

6.3.8.1 If the Customer has used the available EU data but not all of the included data, the price is DKK 0.03 per MB. If all of the Customer's included data is used the price is DKK 0.80 per MB for any subsequent data traffic.

6.4 Using wireless Internet access (WiFi) for mobile telephony

The Customer can use a wireless Internet access (WiFi) to make and receive mobile calls, depending on the mobile device. Wi-Fi calls are charged like other mobile telephony and can only work on WiFi networks in Denmark.

6.4.1 The quality depends on the WiFi network and if the user moves out of reach of the WiFi network, the conversation will continue on the regular mobile network.

6.5 Quality of Service

If, according to the Agreement, Telia is to provide roaming, the Customer in EU/EEA countries has access to the same services that the Customer uses in Denmark (voice, SMS, mobile data) and which are provided by the local operators in the relevant EU/EEA country. The quality of this will be the same, or better, than that which Telia delivers to the Customer in Denmark (by quality is understood, for example, speed, waiting time, availability).

In certain EU/EEA countries, however, services provided by certain operators may be provided on less favorable terms due to the objective technological possibilities, i.e. the availability of certain technologies (for example, because the same generation of networks, e.g. 4G, 5G is not available), coverage, requirements to ensure network integrity or variation due to external factors (e.g. topography).

If the deviations in the quality of the operator in the visited country are significant, in relation to the parameters set in the Agreement (e.g. deviate from the advertised or maximum speed), and it significantly affects the use of specific services (e.g. heavy network loads can slow data transmission on a large scale, block video streaming and interrupt interactive services), the Customer can contact Telia in accordance with our normal contact procedure and we will then investigate the situation.

## 7. Optional services

7.1 As an addition to the mobile subscriptions, the Customer may register for the following extra services at no extra cost. Set-up, changes and cancellation are made via Self-Service or by contacting Customer Service (Enterprise).

### 7.2 *Itemised invoice*

The Customer can opt to receive an itemised invoice instead of the usual (rate-based) invoice. The itemised invoice shows the usage for every single call, including details of the number called, the date and time, duration and price. For data usage, access points (APNs) are shown instead of numbers. If the Customer has registered for the Payment Service (Betalingsservice - BS), Telia may provide the itemised invoice via a link on the BS summary itself.

Telia may charge an administration fee if the Customer opts to receive both a normal (rate-based) and an itemised invoice.

### 7.3 *Status of usage*

The Customer may obtain details of the current call balance via Self-Service at telia.dk. These are updated at least once a day for calls within Denmark. For calls abroad, the details will be updated no more than 31 days after the call was made.

### 7.4 *Usage Control*

The Customer can set an upper limit for the use of usage-charged services. Usage is calculated from the Customer's total usage, including the subscription, payment for extra services, donations, collections and content-priced services etc.

7.4.1 When the limit is reached, all further use of the subscription is blocked.

7.4.2 Usage Control is protected by a code, to be used to define, change or cancel the usage limit.

**The code is personal, and should be stored with the necessary security to prevent any unintended usage.** When the Customer registers for Usage Control, a usage limit of DKK 500 is automatically set. This can be changed or cancelled by the Customer.

7.4.3 The time interval for the figures on which the block is based is the same period as that specified under Status for usage; see 7.2 above.

**Note that blocking where there is a usage limit does not mean that a data session that has already been established will be terminated.** A Customer may therefore be charged an amount over the selected maximum for usage-based invoicing.

7.4.4 Extra data packages are not covered by Usage Control.

#### *7.5 Blocking*

By registering for the 'Blocking' service, the Customer can use a code to prevent the mobile service from being used. The Customer can use the code both to establish and to remove the block. Telia offers various blocking options. More information on the different blocking options can be obtained from telia.dk.

#### *7.6 Stopping third-party forwarding*

At the request of the Customer, Telia may stop a specific automatic forwarding function established in Telia's area of coverage. If forwarding is established in another telecommunications provider's network, Telia will pass the request on to the provider concerned.

#### *7.7 Number withheld*

The Customer can opt to prevent the mobile number from being displayed when a call is made. The choice can be made either per call or permanently, and the Customer can also prevent the number from being displayed in calls received. For Customers with a withheld number, Telia supports permanent blocking of the number display, except for calls to 112.

7.7.1 However, the number will not be withheld when the Customer sends texts or MMS messages. Telia may charge an administration fee for more than two changes in a year.

#### *7.8 Blocking display of the connected number*

The Customer can prevent the calling subscriber from seeing a connected number. With this service, the caller cannot see the number of the person the call is being forwarded to.

#### *7.9 Secret/unlisted number*

The Customer can choose to be given a secret number free of charge. This means that the Custom-

er's mobile number cannot be obtained through public number databases. Alternatively, the Customer can choose an unlisted number, which means that neither the Customer's name/address nor the mobile number can be obtained through public number databases. For Customers with a secret or unlisted number, Telia establishes permanent blocking of the number display, except for calls to 112. However, the number will not be withheld when the Customer sends texts or MMS messages.

## **8. Content and payment services**

8.1 The Customer may purchase ringtones and games, take part in competitions and donation campaigns delivered directly to the mobile phone via text, MMS and/or data, and content in electronic media (e.g. TV, radio and Internet).

8.2 For all subscriptions with included calls, data, texts and MMS, special, content and payment services and special and high-rate numbers will be billed according to usage as per the current price list. Both content and payment services are paid for via the Customer's telephone bill.

8.3 Services supplied to the mobile phone are content-priced services delivered to the phone via text, MMS or data; the Customer can also purchase digital goods and services such as train and bus tickets. The services cost an amount beyond what the Customer normally pays to send text and MMS messages and to use data. The price is displayed where the services are advertised by the service provider.

8.4 The Customer is liable for payment for the content-priced services supplied to the mobile phone. This also applies if the Customer passes the phone on to other people, including minors.

8.5 For products and services not delivered to the mobile phone there are different liability rules than for services delivered to the phone. Here, the Customer will be liable for unlawful misuse if the Customer has behaved in a way that incurs liability according to Danish law.

8.6 The Customer may also block content-priced services through Self-Service. In the event of questions or problems with the content-priced services, the Customer can contact Customer Service (Enterprise) or 4t.dk. Telia may refer questions and complaints concerning the content of the services to the content providers; questions or complaints relating to the pricing of the services will be handled by Telia.

8.7 The Customer's access to information and content services (service 900 numbers) may be restricted, while Telia will block access to erotic content supplied via codes 1600-1699.

## **9. Handling of traffic on the network and products**

9.1 Telia uses normal traffic prioritisation services to provide you with the best possible user experience, including general traffic management and handling traffic at peak load periods.

9.2 In mobile networks, traffic is divided, managed and prioritised solely to provide for efficient routing and the best possible quality of traffic in relation to capacity, available technology and frequency resources (2G, 4G and 5G), and acceptable delay, interference and packet loss for a given type of traffic. Signal traffic is prioritised over other traffic, voice traffic is prioritised over data traffic, and all data traffic is treated alike. For the purpose Telia applies to principles defined and internationally standardised in 3GPP TS 36.331, TS 36.304 etc.

9.3 In fixed, cable-based networks, traffic is divided, managed and prioritised solely to provide for efficient routing and the best possible quality of traffic in relation to capacity, available technology and acceptable delay, interference and packet loss for a given type of traffic. Signal traffic takes the highest priority, as this is a requirement for troubleshooting and fault correction. Voice traffic is prioritised over other data traffic. To this end, we apply principles defined and internationally standardised in the RFC standards from the IETF (Internet Engineering Task Force).

#### *9.4 Volume restrictions:*

If your data usage exceeds the included data and you do not purchase any extra data, your access to data services will be blocked; see 6.3.5.

#### *9.5 Speed restrictions:*

Your broadband speed has a bearing on the capacity that you, the user, have available under your subscription. This affects how fast you can access websites, download data etc. The higher the capacity/speed you have chosen, the faster you will find your access to the Internet.

9.5.1 Your speed/capacity will always be affected by how many concurrent users there are, and how many services/applications are being used. This means that, the more users are using the same Internet access, the slower your access to services and applications may seem.

You can find out more about this under the specific products, and at [www.telia.dk/bredbaandsfakta](http://www.telia.dk/bredbaandsfakta).

## **10. Technical changes, faults and troubleshooting**

10.1 In the event of unilateral changes to conditions of delivery from Telia's sub-contractors, or in the case of official requirements, Telia may make technical changes or investigations without giving notice, which may cause interruptions, disruption etc. in the network and to Telia's products.

10.2 It may be necessary for Telia to take all or parts of the network out of operation to carry out maintenance work, reconfigurations etc. Where possible, such activities will be performed on Mondays between 00.00 and 06.00 (Danish time). Planned

temporary interruptions at other times may sometimes be necessary for specific maintenance purposes. In such cases, reasonable notice of a planned interruption will be sent to the Customer. Some adverse conditions (e.g. weather) can give rise to faults that cause calls to be rejected, broken off etc.

10.3 The Customer will not be entitled to compensation for the abovementioned situations and any inconvenience they may cause.

10.4 Telia will initiate fault correction on receipt of a fault report. If it is found that the fault is caused by breakdown, disruption etc. of transmission paths and equipment at another operator, Telia will forward the fault report to that operator. If the fault is due to faults and defects in the Customer's equipment or use thereof, Telia may charge a fee for fault detection and correction.

10.5 In connection with fault detection and correction, the Customer must ensure that Telia is given access to equipment and installations at the installation address as soon as possible. To the necessary extent, the Customer must also participate in fault detection and correction of its own equipment and installations at the installation address. If the Customer does not give Telia free access at the agreed time, Telia is entitled to invoice the Customer for a wasted technician's visit.

## **11. Information about the Customer**

**11.1 Telia will record, store, process and delete the Customer's details in accordance with the current legislation at any given time, for use in administering the ongoing customer relationship, including the provision of mobile and fixed line services.**

11.2 The information provided by the Customer on entering the Agreement will be used in connection with the agreed service, for invoicing and possibly for reporting to credit rating agencies.

11.3 During the entire agreement period, the Customer must inform Telia immediately of any changes to the information provided when the agreement was concluded, including any change of address, method of payment etc. If the Customer has not notified a change of address, Telia may charge an administration fee for handling returned mail. If one of the Customer's mobile users requests insight in the information that Telia has registered about the mobile user, the Customer is obliged to assist Telia in a loyal and appropriate way and in compliance with the legislation.

## **12. Credit assessment and security**

12.1 Telia may require valid photographic identification to be presented for use in credit assessment. A Customer who has unpaid debts to Telia cannot open a subscription until these debts are paid.



12.2 Telia reserves the right to run credit checks on the Customer on entering into the Agreement and at any time during the term of the Agreement.

12.3 At any time, Telia may ask the Customer to provide pledged security for its obligations where this is justified by the Customer's circumstances. No interest will be paid on the deposit and the Customer must bear any expenses associated with the lodging of security.

12.4 A subscription agreement will be considered to be final when Telia has done a final credit check on the Customer and has received the demanded security.

12.5 In this regard, Telia is entitled to set a credit limit for the subscription at its own discretion, and may modify the credit limit granted without notice or liability on the basis of a subsequent credit assessment. Telia may also restrict or block the Customer's use of some services at any time on the basis of a credit assessment.

### 13. Prices

13.1 All prices are as stated in the current price list for the chosen product or in a customer-specific agreement.

13.2 Telia is entitled to collect set-up, subscription and usage charges. **In addition to charges for outgoing calls, texts, MMS and data, the Customer will also pay to receive calls abroad and download MMS messages or data (such as synchronising of email).** Calls may be billed to main or group numbers if there is a call forwarding function (e.g. IVR or ACD) which forwards calls to an external mobile or fixed line number. Forwarded calls will be charged at the applicable per-minute rates for outgoing calls. Furthermore, Telia may collect charges for extra services and one-time services.

13.3 Telia may charge an administration fee for services that are not covered by the customer-specific Agreement. This could be e.g. for customer-specific services/solutions such as changes to invoice set-up, production of traffic reports etc, special set-up of subscriptions etc. The price for the customer-specific service will be agreed with the Customer.

13.4 The Customer is entitled to add and terminate subscription and services at Telia during the Non-Termination period, so that there is a continuous adaptation to the Customer's needs.

13.4.1 However, Telia may at any time invoice the Customer an amount corresponding to at least 90% of the Agreement's subscriptions and services, calculated on the basis of the number of subscriptions and services which are listed in the Annex Prices and Products which is a part of the Agreement. This calculation is for mobile subscriptions and services (Corporate, M2M, 4Business), fixed line subscriptions (PSTN, FlexISDN, ISDN2, ISDN30, SIP) and data subscriptions and services (Home Office, Data-Net, Internet Fiber and Internet DSL).

### 14. Payment

#### 14.1 Collection

Telia will send an invoice in Danish (broken down by tariff) for all services provided under the Agreement.

14.1.1 If the Agreement comprises of several Communications Services that are delivered successively, Telia charge the Customer for the individual Communication Services when they are made available to the Customer.

14.1.2 Telia will charge a payment administration fee for Customer payments via Giro or via the Payment Service (BS). If the Customer pays via BS, Telia may provide invoice information on the BS summary page and not send a separate invoice. Telia may send an electronic invoice if the Customer has accepted this. Telia may then charge an administration fee for sending a copy of the invoice.

14.1.3 The invoice amount will be payable on the date given on the invoice. Telia may, however, change the payment date to immediate payment if the financial risk to Telia has increased because the Customer's situation has changed.

#### 14.2 Invoicing

Subscriptions, extra services and Services will be billed monthly (quarterly for Internet services) in advance, while usage and one-off services are billed in arrears. Usage abroad will be billed when the final statement has been received from the relevant foreign provider. **The Customer should be aware that it may take some time for such a statement to be provided.** Smaller amounts in Telia's favour may be transferred to the next invoicing period at Telia's discretion.

#### 14.3 Late payment

In the case of late payment, Telia may charge administration fees plus interest on the amount due at the current interest rate as laid down in the Danish Interest Act. In the event of default on payment, Telia may report this to a credit rating agency. The Customer will be liable to pay for every service provided under the Agreement. This will also apply if it is agreed that the invoice should be sent to a different payment address. If the invoice is not paid in this case, Telia may send a reminder both to the Customer and to the agreed payment address.

#### 14.4 Charges

**For mobile data services, the Customer will be charged for the total data volume received and sent through the subscription. In Denmark, there is a charge per session with an initial charge for 10 KB, and per 1 KB thereafter.** Charges for the use of data abroad can be viewed at telia.dk. Usage on extra SIM cards is included in the Customer's total data usage.

### 15. Breach

#### 15.1 Breach by Telia

In the event of breach of contract by Telia, the normal rules of Danish law will apply. The Customer

may therefore cancel the Agreement without notice in the event of any serious breach by Telia.

#### *15.2 Breach by the Customer*

In the event of breach of contract by the Customer, the normal rules of Danish law will apply. Telia may therefore cancel the Agreement without notice in the event of any serious breach by the Customer.

15.2.1 A serious breach of contract could be:

- Where payment to set up a subscription is not made in time or where the agreed maximum credit is exceeded.
- Where the Customer fails to pay after a prior reminder procedure.
- Where there is reasonable doubt as to the Customer's ability or willingness to pay on time, and the Customer does not pay the amount outstanding immediately.
- Where the Customer fails to meet Telia's requirement for adequate security in time.
- Where the Customer provides false information when this subscription agreement is entered into and subsequently fails to report changes in personal details.
- Where the Customer's CVR number is or becomes invalid.
- Where there is a sudden and substantial increase in usage.
- Where the Customer causes faults in the network, including connecting equipment that does not comply with the current version of the Danish Telecommunications Terminal Order, and does not immediately desist from the behaviour that caused the faults.
- Where the Customer makes improper use of Telia's services for automated calls, automated sending of SMS or MMS or other machine-generated communication.
- Use of subscriptions with included calls for call centre operations (mainly involving outgoing calls) or related activities, but not e.g. customer service Enterprise.
- Resale of the subscriptions.
- Tampering, copying etc. of SIM card.

15.2.2 In the event of serious breach by the Customer, or suspicion of this, Telia may cancel access to mobile and fixed line services without notice.

**Cancellation does not constitute termination of the Agreement.**

**15.2.3 If the Customer has been in serious breach of the Agreement, the cancellation will not result in any reduction in subscription payments or other fixed charges.** For subscriptions with content included, the content in the period in which the Customer has breached the subscription will be forfeited, and any unused content will not be refunded or transferred to later periods.

15.2.4 If the Customer rectifies the situation that caused the cancellation, Telia may choose to restore access to the services. Telia may charge an administration fee for restoring the connection.

15.2.5 If the subscription ends because of breach, Telia will determine the outstanding amount. The outstanding amount is a sum equivalent to all of the Customer's Services charged at list price, whereby no mobile subsidy will be payable for the remainder of the period.

15.2.6 Notwithstanding the above, Telia reserves the right to claim compensation according to the normal rules of Danish law.

## **16. Notice of termination**

### *16.1 Termination by Telia*

The Agreement cannot be terminated during the agreed term counting from the agreed date for provision of Services. The Agreement can be terminated with three months' notice, but no earlier than at the end of the Non-Termination period.

16.1.1 If the Customer breaches the Agreement, Telia may choose to terminate the Agreement or parts thereof, with immediate effect, regardless of any Non-Termination period. If the subscription is cancelled as a result of breach by the Customer, Telia will determine the amount outstanding. The outstanding amount is a sum equivalent to all of the Customer's Services charged at list price, whereby no mobile subsidy will be payable for the remainder of the agreement period.

16.1.2 If the Agreement or part thereof ceases before the end of the Non-Termination period for any of the reasons set out above, Telia may also claim compensation for any costs incurred in connection with entry into the Agreement. The minimum compensation will be DKK 500.

16.1.3 If Telia decides to stop providing mobile telephony services, it may terminate the Agreement on two months' notice. If Telia decides to stop providing a service purchased by the Customer, it may terminate this part of the Agreement on two months' notice. If Telia's right to provide the Service is withdrawn, Telia may terminate the Agreement with simultaneous effect.

### *16.2 Termination by the Customer*

The subscription agreement cannot be terminated during the agreed term counting from the agreed provision of Services; after that, it may be terminated by the Customer on three months' notice.

The notice period for free extra services is 30 days.

16.2.1 If a Customer changes subscription type, this will not trigger a new Non-Termination period unless an extension of the subscription is established involving an agreement on discounts or the like during a new agreed period or if the subscription is extended due to purchase of hardware.

16.2.2 If the Customer withdraw from the Agreement within the Non-Termination period, eg by migrating numbers, the Customer has to pay an amount equivalent to all of the Customer's services charged at list price for the remainder of the Non-Termination

period and repaying any mobile subsidy etc. not yet accrued.

16.2.3 If Telia has incurred expenses for establishing installations at the Customer, these costs must correspondingly be repaid proportionally in proportion to the remainder part of the Non-Termination period.

16.2.4 If the Agreement or part thereof ceases before the end of the Non-Termination period for any of the reasons set out above, Telia may also claim compensation for any costs incurred in connection with entry into the Agreement. The minimum compensation will be DKK 500.

**16.3 Notice of termination of the subscription and/or extra services must be given in writing or by phone to Customer Service (Enterprise).**

## 17. Liability

### 17.1 Liability of the Customer

The Customer is liable in accordance with the general rules of Danish law.

### 17.2 Liability of Telia

Telia is liable in accordance with the general rules of Danish law. However, Telia is only liable for the Customer's direct losses but never for indirect losses, including but not limited to operating losses, lost profits, loss of data, production losses, losses when an agreement with a third party lapses etc. Telia's liability is also limited to an amount equal to the amount that the Customer has paid to Telia within the last 12 months under the subscription agreement. Telia is liable for losses incurred by the Customer as a result of incorrect registration, accounting errors etc. in Telia's systems, see section 12 of the Danish 'Act on certain payment instruments'.

17.2.1 Telia is only liable for losses or damage caused by technical problems, interruptions, disruption to the mobile network or deficiencies in service that may be attributed to gross negligence or deliberate acts or omissions on the part of Telia. If faults arise in Telia's public mobile network that cause the connection to be broken, Telia may, depending on the situation and at the Customer's request, grant a reasonable discount against the subscription charge, but only if the amount exceeds DKK 25 excl. VAT. Interruptions due to a lack of coverage or local overloading of the network will not entitle the Customer to a discount against the subscription charge.

17.2.2 Telia is not liable for errors, failures, disruptions etc. that are attributable to other telecommunications providers, producers, suppliers or service providers. **Nor will Telia be liable for any damage and losses suffered by the Customer from connecting to the Internet, including viruses and downloads of dialler programs.** This applies to both terminals and usage. The Customer may obtain protection against unintended usage by subscribing to eg. Usage Control or Blocking.

17.2.3 Telia will not be liable for any mobile phones purchased by the Customer from distributors or other telecommunications providers; nor will Telia be liable if these phones can be used after the number has been transferred, for example using operator unlock codes.

17.2.4 Telia will not be liable for any losses arising when a SIM card is mislaid, damaged or otherwise defective.

17.2.5 Telia will not be 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.

17.2.6 Telia is not obliged to comply with the Agreement, the present subscription terms and the associated services if it is prevented from doing so by circumstances beyond Telia's control, including but not limited to fire, war or military action, civil unrest, strikes, lockouts, natural disasters including lightning strikes and floods, or serious failures or disruptions in technical or IT systems, which Telia could not have avoided or overcome without unreasonable cost, or which could not have been taken into account when the Agreement was signed.

17.2.7 Telia is not liable where unauthorised persons eavesdrop on the Customer's communications, including calls, texts, MMS message, e-mails etc.

17.2.8 The deliverables (i.e., goods, technology and software) may be subject to export and trade sanctions laws, regulations, rules and license requirement (Export Laws), including without limit those of the U.S., the UN and the EU as applicable.

17.2.8.1 Each Party warrants that the Party, its affiliates and directors are not, directly or indirectly (a) subject to any Sanctions (as defined below) (b) owned fifty (50) per cent or more in the aggregate by one or more persons subject to any Sanctions, nor controlled by, or acting on behalf of or for the benefit of, directly or indirectly, any party or parties that are subject to Sanctions. "Sanctions" means any sanction system limiting the trade freedom of any state, group or individual including any list of prohibited parties imposed by the UN, EU, U.S. or other countries, in force from time to time and applicable to a Party. Each Party shall immediately inform the other Party, in writing, about any circumstances that may constitute a breach of this section.

17.2.8.2 The Service and associated products, including techniques, equipment, information and software etc., may be subject to export control laws and regulations imposed by the UN, EU, U.S. or other countries ("Export Laws") which restrict the importation, exportation, re-exportation, resale or transfer of such Service and associated products. Each Party, inclusive of its affiliates, shall comply with Export Laws and Sanctions in force from time to time and

applicable to the Party, and not cause itself, its affiliates or the other Party to, directly or indirectly, be in breach of any Export Laws and Sanctions.

17.2.8.3 If a Party in any material aspect, is in breach of sections 17.2.8.1 or 17.2.8.2 this constitutes a serious breach of the Agreement, which entitles the other Party to suspend the performance of any Service and/or to cancel the Agreement with immediate effect, without liability or further obligations. If any such breach of the Agreement results in loss or damage for the other Party, the breaching Party shall indemnify and hold harmless the other Party from any fines, expenses, losses and liabilities that may arise as a result of such breach, subject however to section 17.2.

17.2.8.4 Any delay or incomplete delivery, caused by applicable Export Laws shall not constitute a breach of contract. Due to Export Laws, there may be limitations in the updating of applications and software.

## 18. Transfer

The Customer may not transfer subscription Agreements to a third party without Telia's consent. Telia requires written acceptance from both the Customer and the third party, and any outstanding debt must be paid before the transfer is made. Telia may also obtain a credit assessment of a third party. Telia may charge an administration fee to the Customer for transferring the Agreement to the new customer. Telia may transfer the Agreement to a third party or a new ownership structure without notice.

## 19. Amendment of Terms and Conditions and prices

### 19.1 General

The Customer must accept minor amendments to the disadvantage of the Customer.

19.1.2 Telia reserves the right to make changes to prices and terms with immediate effect if Telia receives notification and is ordered to make changes to prices and terms for fixed line products and extra services resold by Telia for another provider.

19.1.3 If Telia implements significant changes to the price and agreement conditions, which are not overall in favor of the Customer, the Customer is entitled to terminate the Agreement with regard to the Services to which the change relates. However, Telia must be given the opportunity to offer to adjust the change in terms and list prices so that they are overall in favor of the Customer.

### 19.2 Notice

In connection with major amendments to the disadvantage of the Customer, Telia will provide notification by letter or e-mail, or on an invoice or payment overview.

### 19.3 Cancellation of the Agreement in connection with notified changes

If a Customer chooses to withdraw from the Agreement within the Non-Termination period because of a significant change, any mobile subsidies etc. not yet accrued must be repaid.

### 19.4 Roaming prices

Price changes for the Customer's usage abroad will not be notified if the price change arises out of price increases from Telia's partners.

### 19.5 Change to the subscription by the Customer

The Customer may only upgrade the subscription in the Non-Termination period. If the Customer upgrades the subscription, it cannot be downgraded again within the Non-Termination period.

### 19.6 Inflationary adjustment

For Agreements entered into after July 1<sup>st</sup> 2022, Telia has, without further notice, the right to once a year and with effect from March 1<sup>st</sup>, to adjust the Customer's subscription payment with the increase in the consumer price index, which is published on Statistics Denmark's website in January for the consumer price increases over the past year. The adjustment is implemented by multiplying the current subscription price by the increase in the consumer price index and rounding it to the nearest whole krone. Customers who enter into an Agreement after November 1<sup>st</sup> in a given year will not be part of the adjustment on the first coming March 1<sup>st</sup>. Price adjustments due to the annual consumer price index are not considered a significant change to the Agreement.

## 20. Customer Service Enterprise

20.1 Customer Service (Enterprise) can be contacted free of charge on 80 40 40 30 (from abroad +45 26 26 26 26).

E-mails should be sent to [mobilhverv@telia.dk](mailto:mobilhverv@telia.dk)

Written communications can also be sent to:

Telia Customer Service (Enterprise)  
Holmbladsgade 139  
DK-2300 Copenhagen S

20.2 Customer Service can also be contacted if the Customer wishes to complain. Telia will endeavour to process complaints as quickly as possible. If there is disagreement between the Customer and Telia as to the usage claimed, an appeal may be submitted to the Telecommunications Complaints Board (Teleankenævnet) at [teleanke.dk](http://teleanke.dk)

20.3 Customers with access to Telia's self-service solution "Telia Selvbetjening Erhverv" are liable for the creation and cancellation of subscriptions/services that are ordered by the Customer via the self-service solution. In order to ensure satisfactory operation of the self-service solution, Telia has the right to continuously add, adjust and remove functions in the self-service solution.

## 21. Marketing and intellectual property rights

21.1 During the term of the Agreement, Telia may use the Customer's name and logo in marketing material to a reasonable extent.

21.2 All intellectual property rights to Services, including licenses, are owned by Telia. The Customer is not permitted to grant sub-licences or otherwise allow others to make use of the licence obtained.

21.3 The Customer also undertakes not to use materials or property that may be protected by copyright, or are otherwise classified as the intellectual property of Telia or a third party. If the Customer infringes these rights, the Customer must indemnify Telia against claims by third parties.

## **22. Disclosure and confidentiality**

### *22.1 Duty of disclosure*

When asked to do so by Telia, the Customer must provide all the information needed for Telia to comply with its obligations under the Agreement.

### *22.2 Confidentiality*

The Parties must ensure that any information of a confidential nature is used solely for the performance of the Agreement, and that this information is not disclosed to third parties.

## **23. Applicable law and venue**

Any dispute arising out of the Agreement must be settled in accordance with Danish law.

## **24. Entry into force**

These Terms and Conditions enter into force as of December 1<sup>st</sup> 2022.