

TERMS FOR USE OF TELIA ELECTRONIC COMMUNICATIONS SERVICES

1. GENERAL TERMS

- 1.1. These Terms determine the procedure for rendering and use of the Services of TELIA, which is binding upon all the Customers of the TELIA Services (Customers), pursuant to the provisions of the Contract.
- 1.2. These Terms have been adopted in accordance with Article 19.1(2) of the Electronic Communications Law and come into effect as from 22 August 2014. With respect to the Customer these Terms come into effect upon signature of the Contract and become an integral part thereof. The Contracts made prior to these Terms coming into effect, remain valid, and these Terms apply to them. If anything in these Terms contradicts to the provisions of the Contract made prior to the Terms coming into effect, then the provisions of these Terms shall prevail. In all other cases, when contradictions arise between the Contract, its parts and annexes, the following hierarchy of the validity of the aforementioned documents shall be followed in the interpretation and translation of the Contract:
 - 1.2.1. Contract;
 - 1.2.2. Specification;
 - 1.2.3. Terms;
 - 1.2.4. other documents, the necessity whereof is determined by the specifics of the Service and which have been admitted by TELIA and the Customer to be mutually binding in the particular case.
- 1.3. The terms and definitions used in the Contract correspond to the terms and definitions used in the Terms. Additionally, the following terms and definitions have been used in the Contract and the Terms:
 - 1.3.1. Electronic Communications Network means TELIA transmission systems, switching and routing equipment and other resources, which irrespective of the type of transmitted information allow transmitting signals using wires, radio waves, optical and other electromagnetic means in networks and are used for provision of the Services prescribed in the Contract;
 - 1.3.2. Terminals mean equipment and devices (e.g., telephone sets, faxes, modems, data transmission equipment, private automated telephone exchanges, private networks, converters and decoders) meant for connection to the Connection Points of TELIA Electronic Communications Network and which are not the property of TELIA (TELIA Devices);
 - 1.3.3. Customer Support Service means the service for registration, accounting and servicing of Requests; the Request acceptance and registration time – 24*7*365;
 - 1.3.4. Compensation means a discount for the failure to ensure the Service and eliminate the Damage for the previous period in accordance with the provisions of those Service Specification or of the Contract;
 - 1.3.5. Request means the Customer's application for to report the Damages or other disruptions in operation of the Service; an application to grant the Compensation;
 - 1.3.6. Connection Point means a place, where the Customer is ensured access to the Electronic Communications Network;
 - 1.3.7. Connection Address means the address specified by the Customer, where the Customer is ensured the possibility to receive the Services prescribed in the Contract;
 - 1.3.8. TELIA Devices mean all the devices and equipment which is necessary for ensuring the Services and which are rented or leased by the Customer from TELIA, or which have been delivered by TELIA for use of the Customer free of charge;
 - 1.3.9. Acceptance Deed means a document specifying the name, number, series number, value and other necessary data on TELIA Devices delivered to the Customer and accepted from the Customer, the fixed IP addresses assigned to the Customer, as well as those Customer's Terminals the identification whereof is necessary for rendering the respective types of Services;
 - 1.3.10. Work hours means time any day, 8.00 to 18.00;
 - 1.3.11. Work Assignment means an instruction given to TELIA employees or TELIA authorised representatives to perform some specific activity with respect to the Service (installation, transfer, termination, disconnection, etc.);
 - 1.3.12. Payment Cycle means a period of time, for which the Customer receives a Service invoice;
 - 1.3.13. Services means TELIA public Electronic Communications Network Services;
 - 1.3.14. Installation of the Service means all works to ensure operation of the Service in accordance with Specification of this Service or with the Contract;
 - 1.3.15. Service Quality means a measurable parameter characterising the compliance of the rendered Services to set standards, technical regulations and provisions of the Contract;
 - 1.3.16. Availability – a time period within a month calculated in percent of the total period of time in the month, in which the quality conditions of the Service are performed (the Service is available) according to the Contract and the appropriate Specification.
 - 1.3.17. Specification means the technical and financial specification for the Service, which is concluded and appended to the Contract as an annex, thus forming an integral part of the Contract;
 - 1.3.18. Planned Work means a set of measures taken with an aim to improve TELIA Electronic Communications Network to ensure quality and uninterrupted operation of the Services for the Customer;
 - 1.3.19. Damage means an unexpected interruption in the operation of the Service, during which the Customer is not able to use the Services due to the fault of TELIA.

- 1.4. TELIA Electronic Communications Network is the property of TELIA, and TELIA uses radiofrequency, numeration ranges, short codes and addresses, the use rights where to have been assigned to TELIA by the Public Utilities Commission.
- 1.5. TELIA specifies the Electronic Communications Network Connection Point, unless TELIA and the Customer have made an agreement on the border of the Electronic Communications Network ownership and servicing, or there are no special provisions on the Electronic Communications Network Connection Point prescribed in the Service Specification.
- 1.6. Upon change of the owner or manager of the real property, where the Connection address is located, the Customer's rights and obligations specified in the Contract shall not pass from the Customer to the new owner or manager of the real property. If the Customer changes the specified Connection address, it is obliged to terminate the Contract according to the procedure specified in the Contract. Change of the Customer's address does not release the Customer from making payments under the Contract until the termination of the Contract.

2. INSTALLATION AND USE OF THE SERVICES

- 2.1. The Customer at its own expense ensures a place, which is suitable for installation and servicing of TELIA Devices and cables necessary for provision of the Service, electric power supply and ground, as well as the possibility for the personnel of TELIA to install and maintain the equipment/cables, or to dismantle thereof in cases when the rendering of the Services is discontinued.
- 2.2. If TELIA Devices are delivered to the Customer, it shall take place upon signature of mutual Acceptance Deed. The Customer's signature on the Acceptance Deed confirms receipt of TELIA Device in a working order with undamaged control label. TELIA Devices located at the Customer and specified in the Acceptance Deed are the property of TELIA. The Customer assumes material liability for the safety of TELIA Devices.
- 2.3. If any deficiencies have been caused to TELIA Devices due to reasons beyond the Customer's or any third party's control, TELIA undertakes to eliminate those deficiencies or replace TELIA Devices no more than in 2 (two) business days from the date of receipt of the Customer's application. If any deficiencies have been caused to TELIA Devices by the fault of the Customer or third parties, then elimination of such deficiencies shall be performed in accordance with a separate agreement, and elimination of such deficiencies and restoration of the Service shall be paid by the Customer.
- 2.4. The risk for destruction of TELIA Devices is transferred from TELIA to the Customer as at the moment of signature of the Acceptance Deed. In case of damage of TELIA Devices, if such damage has been caused by the fault of the Customer or third parties, or in case of damage of the control label irrespective of the cause of such damage, within 5 (five) business days as from the day of establishing the damage, the Customer is obliged to pay the remaining value of TELIA Device, if TELIA Device has been rented or leased, or the full value of TELIA Device specified in the Acceptance Deed, if TELIA Device has been transferred for use of the Customer without compensation. After the payment is made in accordance with the procedure specified herein, TELIA Device shall be transferred to the ownership of the Customer, and it will be subject to the same terms as the Terminals.
- 2.5. During installation of the Service, the Customer is entitled to request TELIA to install a contents filter free of charge that would limit availability of materials popularising cruel behaviour, violence, erotic, pornography and causing threat to the mental development of children.

3. PLANNED WORK

- 3.1. TELIA is entitled to perform the Planned Work in the Electronic Communications Network, and during performance thereof interruption or interference in rendering the Services may occur. TELIA shall notify the Customer of the commencement of the Planned Work in accordance with the procedure prescribed in the Specification or in the Contract. The maximum permissible time for performance of the Planned Work is prescribed in the Specification of the respective Service.
- 3.2. If necessary, the Customer is obliged to ensure appropriate conditions for the Planned Work.

4. TEMPORARY DISCONNECTION OF THE SERVICES

- 4.1. TELIA will temporarily disconnect the Services upon the Customer's application. In such case, a fixed Service fee is calculated for that period, unless TELIA and the Customer have agreed otherwise.
- 4.2. TELIA may disconnect the Services without the Customer's consent in the following cases:
 - 4.2.1. it is necessary to ensure uninterrupted electronic communications services to emergency services;
 - 4.2.2. in cases of natural disaster or extraordinary cases until elimination thereof;
 - 4.2.3. if the public utilities services need to perform emergency work, for the performance whereof disconnection of the Services is required;

- 4.2.4. in response to safety incidents, risks or threats, as well as in order to prevent interruptions in the operation of the Electronic Communications Network.
- 4.3. In the cases specified in Clause 4.2 above, neither the fixed Service fee for the period of disconnection of the Services, nor the fee for disconnection and connection of the Services shall be calculated.
- 4.4. TELIA shall inform the Customer as far as possible on the disconnection of the Services due to accident or damage of the public electronic communications network or due to other reasons.

5. SERVICE QUALITY AND PROCEDURE FOR ELIMINATION OF DAMAGE

- 5.1. Information on TELIA Service quality parameters (the Quality Declaration) is available on the website of the Public Utilities Commission at www.sprk.gov.lv. TELIA does not warrant compliance of the quality of the Services specified in the Contract with the subjectively interpreted concept of the Customer, and it is not liable for loss (either direct or indirect) incurred by the Customer as the result of use of the Services or due to the interruption in provision of the Services.
- 5.2. If the Electronic Communications Network has been damaged or the quality of the received Services has not been satisfactory, the Customer is obliged to notify of the Damage. TELIA ensures acceptance of application on the Damage and other interruptions in the operation of the Services 24-hours a day on any day, including Saturdays, Sundays and public holidays, by the Customer Support Service telephone or by e-mail specified on the website of TELIA.
- 5.3. Only the contact persons of the Customer specified in the Contract shall be entitled to submit the application on behalf of the Customer.
- 5.4. Prior to informing TELIA on the interruption of the operation of the Services, the Customer shall check the electric power supply and verify whether the cause of interruption is not located within the area of liability of the Customer.
- 5.5. When reporting the Damage the Customer shall specify:
 - 5.5.1. the name, last name (for private individuals) or the name (for legal entities) of the Customer and the telephone number;
 - 5.5.2. Connection address;
 - 5.5.3. short description of the Damage.
- 5.6. At the request of TELIA, the Customer shall provide information also on the connected TELIA Devices and Terminals and their configuration related to the Services, as well as other information necessary for TELIA to ensure performance of its obligations against the Customer. TELIA is entitled to take certain, reasonably required, restrictive measures to ensure normal operation of the Services.
- 5.7. During the next business day the Customer shall confirm the application in writing by sending the confirmation to the electronic mail address specified on the website of TELIA. In case of discrepancies the written text of the application shall prevail.
- 5.8. The acceptable time period for elimination of the Damage is specified in the Specifications of the respective Services or in the Contract. If a written application has been received from the Customer, TELIA shall inform the Customer on the Damage elimination time in writing during the business day following the elimination of the Damage.
- 5.9. TELIA shall not be liable for failure to comply with the time period for elimination of the Damage, if the Customer has not ensured complete access to TELIA Devices or Terminals installed at the Customer's for ensuring the rendering of the Service.
- 5.10. If several operators are involved in provision of the Service, TELIA shall coordinate elimination of the Damage.
- 5.11. The Customer shall submit any complaints regarding the Services rendered by TELIA in writing no later than within 2 (two) months as from the moment of the respective complaint reason setting in. TELIA shall provide a reply within a period of 1 (one) month.
- 5.12. TELIA assumes no liability for the quality of rendered Services and the loss incurred by the Customer due to reasons beyond TELIA's control, including, if the Customer uses damaged Terminals and Terminals, the compliance whereof to certain requirements has not been assessed or declared, damaged TELIA Devices without notifying of such Damage according to the procedure set out in Clause 2.3 hereof, as well as in cases when TELIA Devices or Terminals for ensuring provision of the Services do not function in the Customer's premises due to the interference in or interruption of electric power supply. If any Damage or errors in the supplied Services are caused by the fault of the Customer, the Customer shall cover the expenses related to restoration of the Services.

6. COMPENSATION

- 6.1. TELIA shall pay the Compensation for Damage based on the written application of the Customer. Neither the fee for the Service shall be recalculated, nor the compensation shall be paid in cases when the Customer breaches the provisions of the Contract or these Terms.

- 6.2. If the Customer has notified of the incompliance of the Service to any Service quality parameters determined in the Specification or in the Contract, based on the Customer's written application TELIA shall recalculate the fixed fee for the respective Service or pay a compensation in the amount proportional to the period of incompliance with the Service quality parameters, if such incompliance has been no less than for 24 (twenty-four) hours as from the moment of application during a period of one calendar month and provided that it has been caused by the fault of TELIA.
- 6.3. If the Customer has notified of the Service Damage in accordance with the Terms, the Customer shall be entitled to request TELIA to pay compensation in the amount determined in the particular Service Specification or in the Contract.
- 6.4. If the Service is partially available and has not been restored in full, TELIA shall apply the amount of compensation to the fees for the part of the Service that has not been available.

7. OBLIGATIONS AND LIABILITY OF THE CUSTOMER

- 7.1. The Customer is not entitled to assign, either in full or in part, the obligations arising from the Contract to any other persons.
- 7.2. The Customer is prohibited:
- 7.2.1. to use the Electronic Communications Network for disturbing of other users or activities that disturb the operation of the Electronic Communications Network and provision of services to other users, or contradict to the regulatory enactments, including distribution of spam;
- 7.2.2. to arbitrarily connect to TELIA Electronic Communications Network;
- 7.2.3. to connect any Terminals and/or to allow arbitrary connection thereof to TELIA Electronic Communications Network, save for the Service/connection interface provided by TELIA under the Contract;
- 7.2.4. to use TELIA Electronic Communications Network for provision or receipt of such electronic communications services, which are not covered by the Contract;
- 7.2.5. to use TELIA Electronic Communications Network and the received Services for provision of electronic communications services to third parties;
- 7.2.6. to change the routing specified by TELIA in the Electronic Communications Network.
- 7.3. The Customer is obliged:
- 7.3.1. to comply with these Terms;
- 7.3.2. to pay for the received Services;
- 7.3.3. to maintain TELIA Devices established or installed in the premises or property of the Customer, and to ensure appropriate conditions for such devices;
- 7.3.4. to protect and carefully use the Services installed by TELIA, the Electronic Communications Network and distribution equipment located within the scope of the Customer's property or possession;
- 7.3.5. to permit the personnel of TELIA or its authorised persons, upon presentation of the identity card with a photo, to access TELIA Devices and Terminals located in the property of the Customer, to perform the subscriber's line installation work in the property of the Customer, to verify TELIA Devices, Terminals, lines, cables and the Service quality, to install electronic communications equipment, as well as to dismantle thereof;
- 7.3.6. by using reasonable means, to ensure the safety of its own network, workstations and servers against external burglary/ hacking/attack and other unsanctioned activities.
- 7.4. The Customer is liable for the information that it distributes in the electronic communications networks.
- 7.5. If during the use of the Services, the Customer processes of personal data within the meaning of the Personal Data Protection Law, the Customer itself is obliged to ensure full compliance of such data processing with the requirements of regulatory enactments, including but not limited to obtaining all the necessary consents, permissions and registrations both from the private individuals, whose data are subject to processing, and from authorised state institutions. The Customer undertakes to indemnify, defend and protect TELIA and its employees against all and any claims and complaints brought by third parties against TELIA regarding obligations, duties, liability, loss, costs and expenses with respect to the breach of this clause of the Terms committed by the Customer, and at the request of TELIA to assume independent liability for such claims and complaints instead of TELIA.
- 7.6. The Customer is liable for any activities performed by using the Customer's identification data and passwords (email, fixed telephony identification data and passwords, etc.). The Customer is not entitled to disclose its user's identification data and passwords to third parties to prevent access of unauthorised users to TELIA Electronic Communications Network.
- 7.7. The Customer is liable for correct operation of the Terminals at its disposal, their software and/or internet devices. The Customer is entitled to involve TELIA specialist for elimination of the problems, by making a separate payment for that in accordance with the pricelist of TELIA.

7.8. If the Customer has breached the provisions of Clause 7.2.2 or Clause 7.2.3 of the Terms, it shall pay to TELIA a contractual penalty in the amount of EUR 425 (four hundred twenty five euro) per each breach. Payment of the contractual penalty does not release the Customer from performance of its obligations under the Contract. The Customer is obliged to pay the contractual penalty specified in this Clause within 5 (five) business days as from the day of receipt of TELIA notice of calculation of contractual penalty.

8. OBLIGATIONS, LIABILITY AND RIGHTS OF TELIA

8.1. TELIA is obliged:

8.1.1. to ensure uninterrupted and quality Services;

8.1.2. to ensure the possibility to notify of the Damage free of charge;

8.1.3. to determine reduced fixed fee for the Service in cases when the Service does not comply with the specified standards, technical regulations, the Service quality requirements specified in the Specification or in the Contract;

8.1.4. to inform the supervisory authorities of the potential breach of law by the Customer, if such has become known, as well as to provide the information on the Customer required by the supervisory authorities in cases and according to the procedure prescribed in the regulatory enactments.

8.2. At the request of the Customer, TELIA shall calculate the Compensation in the following cases:

8.2.1. if TELIA has failed to render the Services in accordance with the Contract or by the deadline specified in these Terms;

8.2.2. if the Damage of the Electronic Communications Network has not been eliminated by the deadline prescribed in these Terms or the Specification of the respective Service.

8.3. TELIA is entitled:

8.3.1. to disconnect the Service, if the Customer disturbs the electronic communications equipment installation work, by giving a prior written notice thereof to the Customer;

8.3.2. to choose the Service provision technology without the Customer's consent in order to install or cutover the Services by using or not using the electronic communications equipment;

8.3.3. to disconnect the damaged equipment or to disconnect the connection upon establishing connection of damaged Terminal or arbitrary connection to TELIA public Electronic Communications Network;

8.3.4. to discontinue rendering the Services without prior warning upon establishment of the breach specified in Clause 7.2 hereof;

8.3.5. to calculate the fee for elimination of damage in the Electronic Communications Network, TELIA Device or Terminal repair, if TELIA has established that the disturbance or damage to the Electronic Communications Network has been caused due to damaged Terminal of the Customer or the damage in the line has been caused by the Customer;

8.3.6. to record the Customer's telephone conversations with TELIA Customer Support Service.

8.4. TELIA assumes no liability for the loss incurred by the Customer due to failure to perform the obligations specified in Clause 4.2 of the Contract.

9. PAYMENT PROCEDURE

9.1. The Customer pays for the Services rendered by TELIA in accordance with the established tariffs and contractual tariffs, regardless of the actual period of use of the Services. If the Customer fails to use the Services and/or disconnects TELIA Devices and/or Terminals from the Electronic Communications Network, it shall not release the Customer from its obligation to make the payments arising from the Contract. The tariff plans and tariff discounts are determined by TELIA.

9.2. Payment procedures for the payments under the Contract:

9.2.1. For legal entities: The Customer shall make the payments specified in the Contract in accordance with the invoices of TELIA payable within 7 (seven) days as from the date of issue of the invoice. TELIA shall issue an invoice to the Customer for the Services rendered during the preceding month by the 10th (tenth) day of each month by sending thereof to the electronic mail address specified in the contact information of the Customer. TELIA may issue an electronic invoice for the Services without signature.

9.2.2. For private individuals: The Customer shall make the payments for a current calendar month in accordance with the invoices of TELIA payable by the 20th (twentieth) day of the respective calendar month. The Customer shall make payments for the calls made within the Fixed Telephony Service during the preceding calendar month by the 20th (twentieth) day of the respective current month.

- 9.3. The payment for installation, re-registration and transfer of the Services, as well as other lump-sum expenses are included in the first invoice issued after completion of installation, re-registration and transfer of the Services.
- 9.4. The Customer starts paying the fee for the Services and TELIA Devices as from the day of completion of installation, re-registration and transfer of the Services, which has been fixed in the mutually signed Acceptance deed, save the cases when the Specification or the Contract provides otherwise. If the fee for the Services received by the Customer has not been calculated and included in the invoice during any of the three preceding settlement cycles, except the one for which the current invoice is issued, then TELIA shall be entitled to recalculate and include thereof in the current invoice of the Customer.
- 9.5. If the Customer fails to sign the Acceptance deed within 10 (ten) days as from the actual completion of installation, re-registration and transfer of the Services without a justified reason, it shall be deemed that the Customer has accepted the Services without objections on the day, when TELIA has actually completed the Service installation, re-registration and transfer work. In such case TELIA shall be entitled to issue an invoice according to the Contract as from the day of completion of the actual Service installation, re-registration and transfer.
- 9.6. The fee for the Services is deemed paid on the day, when the funds have been transferred into the bank account of TELIA in full.
- 9.7. The Customer may be imposed a default interest percents for late payments in the amount of 0.5% (zero point five percent) of the debt amount per each day of delay. Payment of the default interest percents does not release the Customer from the obligation to pay the principal amount, and all the payments received from the Customer shall be first used for covering the default interest percents, while the balance shall be channelled for payment of the current invoice. The Customer shall not be released from its obligation of timely payment of invoice, if TELIA has issued an invoice, but the Customer has not received the information thereon.

10. SUSPENSION OF SERVICES

- 10.1. If the Customer has not made the payment by the set deadline, TELIA shall send a reminder. If the payment is not made during the next 7 (seven) days as from the date of dispatch of the reminder, TELIA shall be entitled to suspend provision of the Services without warning, and to promptly remove TELIA Devices placed at the Customer (but in case the Customer's equipment is located at TELIA, TELIA shall be entitled to exercise its detainer rights – to detain the equipment and to act in the manner permitted by the law in order to cover the Customer's debt); however, the latter does not release the Customer from payment of the outstanding debt amount and contractual penalty to TELIA.
- 10.2. In case of suspension of the Services, pursuant to Clause 10.1 hereof, TELIA shall restore rendering the Services to the Customer, if the Customer pays the debt and the most recent invoice for the Services issued and sent within 10 (ten) days as from the suspension of the Services. If TELIA has not received the payments specified in this Clause by the aforementioned deadline, it shall be entitled to terminate the Contract, pursuant to Clause 3.5 of the Contract.
- 10.3. For the time period when the rendering of the Services has been suspended under Clause 8.3.3, Clause 8.3.4 or Clause 10.1 hereof, TELIA shall calculate:
- 10.3.1. the fixed fee for the Services for the period when the Services have been suspended;
- 10.3.2. the fee for suspension and restoration of the Services.
- 10.4. In the cases that are not specified in Clause 10.2 hereof, TELIA shall restore rendering the Services within 5 (five) business days after receipt of the respective application of the Customer and payment document regarding making of all the prescribed payment, unless TELIA has exercised its right to terminate the Contract made with the Customer.
- 10.5. In cases not stipulated in these Terms, the notice of suspension of the Services shall be delivered to the Customer at least 30 (thirty) days in advance.
- 10.6. TELIA reserves the right to suspend provision of the Service without a notice, if TELIA has received a justified complaint from third parties, including the request of security incident prevention institution in cases prescribed in the regulatory enactments, regarding infringement of copyright, fraud or availability of materials popularising cruel behaviour, violence, erotic, pornography and causing threat to the mental development of children with respect to the publicly available data deployed by the Customer.

11. PROVISION OF INFORMATION

- 11.1. TELIA ensures the information on the Services and their tariffs by publishing thereof on the website of TELIA.
- 11.2. Any warning or notice with respect to the Contract and these Terms shall be deemed dispatched and delivered, if TELIA has sent it to the electronic mail or registered address specified in the Customer's contact information, or the Customer has sent the notices prescribed in the Contract and the Terms to the electronic mail address specified on the website of TELIA.

12. CONFIDENTIALITY

12.1. TELIA and the Customer shall not disclose to third parties confidential information related either to the Contract, amendments thereto or any annex, to Services and parts thereof that have been available during the validity of the Contract, and TELIA shall not disclose the information on the Services received by the Customer, save the cases, when such information is requested by the law enforcement or other institutions having such rights under the laws of the Republic of Latvia.

12.2. Within the scope of these Terms confidential shall mean:

12.2.1.any information and data, irrespective of their form, information carrier and manner of acquisition, which is or may be related to the Services, the fee, technical solutions, location access data;

12.2.2.any reports, analyses, statements and other documents prepared by TELIA or the Customer, their employees and/or authorised persons, based on the information and/or data specified in Clause 12.2.1 hereof.

12.3. In case of breach of the confidentiality provisions, the party at fault shall compensate all the loss incurred by the other party.

12.4. The provisions of Clause 12 hereof with respect to compliance with the confidentiality requirements shall remain effective for unlimited period of time after expiry of the Contract, regardless of the reason for the termination of the Contract.