

## Terms of Use of Calling Cards of Telia Eesti AS (valid as of 17.10.2023)

### 1. Period of validity of a calling card

- 1.1. Prepayment, i.e. a preset period of use (180 days) of the calling card will start from the moment of activation of the SIM card. Activation instructions have been listed on the calling card package and/or homepage.
- 1.2. The Client can use the services of the calling card until the prepayment has been used up, the service limits of the pricing plan have been reached or until the 180-day period of use of the calling card ends. During the following 30 days, the Client will be able to answer calls, read received messages, call the emergency number 112 and load more voice minutes to their card. If the Client does not extend the validity period of the calling card by topping it up within the next 30 days, the telecommunications operator shall disable the calling card (the Client will lose their number and any unused prepayment) and if necessary, the Client will have to buy a new calling card.
- 1.3. The validity period of the calling card can be extended by loading at once at least € 3 on the card, unless specified otherwise in the terms and conditions of the specific calling card. The terms and conditions of a top-up that extends the validity period vary across plans or pricing plans and these have been listed on the package and/or website of the specific calling card.
- 1.4. In the event of loss, damage or theft of a SIM card or device that contains eSIM, starter kit, voice minutes card and code, or other means (such as a device that has a calling card application), the Client loses their telephone number and prepaid voice minutes and the lost items shall not be compensated or exchanged for cash.
- 1.5. Voice minutes on the calling card cannot be exchanged for cash.

### 2. Reasonable use

- 2.1. The Client must use the calling card purposefully and reasonably, only using the communication services offered with the calling card to a normal extent that does not disturb other users of communication services and does not cause interferences in the communications network. It is not permitted to use (communication) services for performing or promoting activities that do not comply with the terms and conditions, legal acts or good practices, or are otherwise inappropriate.
- 2.2. Use of the calling card is only reasonable and purposeful when conducted with the goal of telephone communication and internet use. Any other use is deemed unreasonable, incl. e.g. artificially generating text messages, aiding such activities or enabling such activities by third persons (incl. by failing to take the necessary security measures, etc.), disturbing other users of the communication service, incl. by making network marketing and telemarketing calls, taking advantage of the opportunity to call free numbers, performing any activities which abruptly increases the communications network load compared to the usual load, etc. The unauthorised use of SIM cards or eSIMs or connection of SIM cards or eSIMs to devices used for mechanical or automatic text messaging and/or calling is also prohibited.
- 2.3. The Client is prohibited from using a calling card to provide or intermediate a communication service to third persons.
- 2.4. Using a calling card in the ways described in this chapter is deemed to be a significant violation of the terms and conditions of the calling card, which gives the right to change the terms and conditions for the provision of communication services to the Client (incl. to impose additional charges), restrict the provision of communication services and/or close the calling card in accordance with the procedure provided by law. The telecommunications operator also has the right to demand the payment of a contractual penalty from the Client in the amount of up to 6,000 euros for every violation or for every SIM card or eSIM connected to a violation, as well as compensation for damage caused to the telecommunications operator with the violation to the extent in which the contractual penalty fails to cover the loss amount.

### **3. Changing the Terms of Use of the Calling Card**

- 3.1. The telecommunications operator has the right to unilaterally change the terms and conditions of the calling card (these terms of use of calling cards, the terms of use of a specific calling card application, e-environment, etc., and other standard terms and conditions of calling cards established by the telecommunications operator, also communication service contract, hereinafter: the terms and conditions of the calling card) and price list/pricing plan in the following cases:
  - 3.1.1. rates in the price list/pricing plan of the calling card, pricing schemes and other terms and conditions laid out in the price list, if compared to the time of establishing the rate or term and condition, the terms or conditions, rates or business environment-related circumstances have changed (incl. e.g. the Consumer Price Index, employment costs or other input costs, scope, parameters or essence of a Service, general market situation etc.), or more than 2 years have passed since the rate was established, or other relevant conditions occur;
  - 3.1.2. other terms and conditions of the calling card if this is caused by technical or substantial developments in a certain field or in certain (communication) service(s), incl. abandoning the use of certain technical solutions or changing or upgrading them or technical innovation; creating additional or better opportunities for Clients to use (communication) service(s); or the need to specify circumstances related to the provision and use of (communication) service(s); or changing of circumstances related to the business environment or input costs concerning the provision of a service; or other relevant conditions occur;
  - 3.1.3. if it is required by changes in legal acts or court practices, a decision by a state institution, an injunction or a court judgment entered into force.
- 3.2. In addition to the aforementioned, the telecommunications operator has the right to change all the terms and conditions of the calling card in cases laid out in legal acts (incl. the terms and conditions of communication service contracts on the bases provided in the Electronic Communications Act).
- 3.3. The telecommunications operator shall notify Clients of any changes in the terms and conditions of the calling card that directly change the terms and conditions of the communication service contract of existing Clients, at least 1 month in advance.
- 3.4. The telecommunications operator shall notify the Client of changes to the terms and conditions of the calling card by sending a text message to the number of the calling card. In this message, the telecommunications operator will refer to a more detailed description of the change on their website. A notice sent via text message is deemed to be received by the Client on the same day.
- 3.5. If the telecommunications operator has notified the Client in accordance with clause 3.3 that the terms and conditions of the calling card have been changed and the Client does not agree to the change, they will have the opportunity to cancel the corresponding contractual relationship with the telecommunications operator within 1 month from the receipt of the notice on changes. If, after 1 month from receipt of the notice on changes to the terms and conditions of the calling card (via text message), the Client has not cancelled the contract related to such terms and conditions, the Client is deemed to have tacitly expressed their intention to accept the corresponding changes, and the changed terms and conditions of the calling card will fully enter into force with regard to the contract concluded with the Client. The fact that the Client's inactivity is deemed a declaration of intent that has legal consequences in such a situation is indicated in the notification on changes to the terms and conditions sent by the telecommunications operator.
- 3.6. The telecommunications operator has the right to unilaterally change the terms and conditions of the communication service contract concluded for the use of a calling card (incl. the (communication) service, plan, pricing plan or the terms and conditions thereof, used by the Client or the Client's number or the procedure for selecting a number), replace the (communication) service and/or plan or pricing plan used by the Client with a new (communication) service and/or plan and/or pricing plan, if the telecommunications operator has started to offer the same or a similar replacement (communication) service and/or plan and/or price plan under new bases and terms and conditions.
- 3.7. The telecommunications operator has the right to cancel a communication service contract concluded for the use of a calling card (i.e. to close the calling card), by notifying the Client at least 1 month in

advance, if the telecommunications operator stops offering a certain type of calling card or a particular plan, pricing plan or service to its Clients or, if due to technical or other reasons not dependent on the telecommunications operator, the provision of (communication) services to the Client or the performance of other calling card terms and conditions is significantly impeded or made impossible.

#### **4. Dispute resolution**

- 4.1. The parties shall endeavour to settle any disputes by negotiations. Any disputes that cannot be resolved in this way will be settled in the court of the location of the telecommunications operator, i.e. in Harju County Court, unless otherwise imperatively provided by a legal act. Consumers can also file a complaint with the Consumer Disputes Committee.
- 4.2. The Client has the right to file a complaint, incl. a claim for direct material damages, with regard to the telecommunications operator as soon as possible, but not later than 1 year from the moment the Client became aware or should have become aware of the basis on which the complaint or claim for damages is filed.

#### **5. Data processing and protection**

- 5.1. The personal data transmitted/disclosed to the telecommunications operator and/or the Client's personal or communications-related data which the telecommunications operator learns through the use of an e-environment (self-service, mobile application, etc.) related to the provision of (communication) services or a specific calling card, or other data related to the Client (hereinafter Data) are processed by the telecommunications operator, in the manner, for the purposes and on the legal basis specified in the Privacy Notice, in accordance with contracts, legal acts (Electronic Communications Act, Personal Data Protection Act, General Data Protection Regulation, etc.) and good business practices.
- 5.2. The Privacy Notice is a document that provides information on the processing of Data by the telecommunications operator (including which Data must be processed and how, in order to offer services, goods, an e-environment, etc.). The Privacy Notice is an informative document and it is not part of a communication service contract concluded between the telecommunications operator and the Client.
- 5.3. The composition of personal data collected by the telecommunications operator depends on the (communication) services and e-environments of the telecommunications operator used by the Client, and which data are required to offer such services and environments, as well as which data are sent to the telecommunications operator to this end (incl. whether the calling card Client has registered their identity) and which consents the calling card Client has granted for the processing of their data.
- 5.4. Collected personal data are divided into the following categories: basic data, location data and communications-related data. Performance of a contract, obligations arising from law, legitimate interest or the Client's consent may all constitute the legal basis for processing personal data.
- 5.5. Basic data includes all such data which are related to an identified or identifiable physical person, but do not belong under any other type of data (e.g. given and surname, username, personal identification code, date of birth, identity document number and other information related thereto, age, address, e-mail address, information concerning services subscribed to or purchased and the associated static IP address, domain name or device's serial number, invoicing information, etc.).
- 5.6. Location data are data about the geographic location of the terminal or the place of service provision generated in the course of using the communication service. For example: location coordinates (GPS).
- 5.7. Communications-related data are details on electronic communication services concerning the transmission of communications in a communications network, as well as related invoicing. Such information reflects the Client's activities when using communication services in a communications network at a specific time and/or location. Communications-related data also include the location of the terminal, the network in which the communication begins or ends, as well as the start, end, and duration of the connection.

- 5.8. Telia will not record or use the content of a Customer's message. However, Telia has the right to purposefully record and use data pertaining to communication between Telia as a service provider and the Customer (message content).
- 5.9. The Client is free to choose whether they consent:
  - 5.9.1. to the processing (incl. profiling) of the communications-related data concerning the communication services used by them for marketing purposes in order to receive more personal service, offers and services. By consenting, the Client gives their consent to the telecommunications operator by means of submitting a corresponding application to use their communications-related data for marketing purposes under the conditions set out in the application;
  - 5.9.2. to receive marketing offers via e-mail, text message and other e-channels;
  - 5.9.3. to the processing of the location data involved in the use of communication services for the analysis and development of the telecommunications operator's products and services (mobile communication) in order to improve the quality of the mobile network.
- 5.10. The abovementioned (clause 5.9) consents can be withdrawn at any time via the e-Environment of the calling card or by submitting a new corresponding written application – anonymous calling card Client by text message (based on the number). Application or withdrawal of consent cannot have retroactive effect.
- 5.11. The telecommunications operator stores the communications-related data for as long as it is necessary to fulfil the usage purpose of said data or until the due date set out in a legal act. More detailed information about the deadlines for storing data is provided in the Privacy Notice.
- 5.12. The telecommunications operator considers it important to protect the privacy and Data of its Clients and security of the operator's services and communication network and uses necessary security measures.
- 5.13. The telecommunications operator shall take appropriate technical and organisational measures to mitigate any risks to the security of their communications network and services, being guided by the provisions of legal acts, internal security rules established by the telecommunications operator and the ISO27001 information security management system. The telecommunications operator will register any cybersecurity incidents and notify Clients or the public of important cybersecurity incidents. Proceeding from the above information security measures and complying with the registration and notification obligation is deemed a sufficient reaction to a cybersecurity incident by the telecommunications operator. If necessary, the telecommunications operator shall specify on their homepage, which measures they can use to mitigate security-related risks of their Communications Network.
- 5.14. The Client is required:
  - 5.14.1. to use the calling card services and e-environments of the telecommunications operator in a secure manner and with due diligence and ensure that generally recognised security requirements are applied to devices (e.g. smartphones, computers, etc.) and applications used by the Client (e.g. screen lock, virus protection, etc.);
  - 5.14.2. to ensure that accounts related to the Client are protected by a secure password. For security reasons it is recommended to log out from applications and the e-environment after use;
  - 5.14.3. to change the original PIN code or other original settings of an e-environment or device;
  - 5.14.4. to keep their PIN code, username, passwords or other information or information carriers (e.g. ID card or Mobile ID) linked to the Client, their device, SIM card or eSIM, calling card service or an e-environment secret from other persons;
  - 5.14.5. to keep and use the SIM card or eSIM correctly, making sure it is not used without a legal basis and is not accessible to third persons.
- 5.15. The telecommunications operator cannot mitigate security-related risks and is not responsible for mitigating such risks if the Client fails to perform the necessary actions to ensure security. E.g. if the Client fails to perform necessary due diligence, incl. as described in clause 5.14. In such cases, the Client takes full responsibility for all results that may occur to them.