# **GENERAL TERMS AND CONDITIONS OF USE OF TELE2 BUSINESS** CLIENT SERVICES

The terms and conditions are valid from **01.07.2025** and render previous versions invalid. We translate contracts and general terms and conditions into various languages, but the Estonian versions are the primary ones. In the performance of our contracts, we comply with the laws in force in Estonia. If the law changes or any part of the contract becomes invalid, we will continue to perform the rest of the contract that remains in force.

#### THE USE OF THE SERVICES IS BASED ON THE FOLLOWING DOCUMENTS:

1. Communications service contract entered into between Tele2 and the client and the package terms and conditions;

- 2. Guidelines and other standard terms (privacy policy, the principle of reasonable use, etc.);
- 3. General service conditions and price list of Tele2

## **1. ENTRY INTO CONTRACT**

Business client contracts can be signed at a branch, online or by phone. In order to enter into a contract, it is necessary to read and agree to the terms and conditions of the contract, including these general terms and conditions, to provide the necessary information and authorisation for the entry into the contract. We have the right to refuse to enter into a contract if the client provides us with false information, if it is technically impossible for us to provide the service, if the client has failed to pay invoices in the past, if Tele2's credit policy does not allow us to provide the client with services in the manner and/or to the extent requested, or if the client has otherwise abused our trust.

If the client has an existing phone number that they wish to continue using with Tele2, they can simply bring it over to the Tele2 network and change their operator. A message will be sent to the client when everything is in order and the service can be used.

In Tele2, a contract for the use of the service is usually entered into with the client for an indefinite period. A contract entered into for an indefinite period can be terminated by the client at any time for any reason.

Under the conditions agreed to in the contract, a fixed-term contract may be entered into. A fixed-term contract may be terminated before its expiry date in accordance with the procedures laid down in the contract, terms and conditions or legislation. In the event of early termination of a fixed-term contract, the client is obliged to pay Tele2 compensation, a handling fee and/or other costs as agreed in the contract, which compensate Tele2 for the cost of the device and/or other benefits received under the fixed-term contract. At the end of a fixed-term contract, the contract becomes indefinite unless otherwise provided in the contract. Upon becoming indefinite, the prices and volumes of the services and service package used by the client may be replaced by those set out in Tele2's usual terms and conditions.

### **2. DATA PROTECTION**

Tele2 attaches great importance to privacy, data security and confidentiality. The content, form, time and method of sending client messages are protected and confidential. We also keep confidential any information that we obtain in the course of providing our services. All necessary information about the processing of personal data is included in the Tele2 privacy policy.

The client is obliged to use the services provided by Tele2 securely and with due diligence. This obligation includes the requirement to keep secret from other persons the PINs, passwords, user identifiers and other information used for identification (e.g. ID card, SMART ID, Mobile ID logins) associated with devices (e.g. phones, computers, Wi-Fi devices), the service or e-environment.



Tele2 processes personal data for the performance of a contract or on the basis of a legitimate interest by itself or by involving partners who act as data processors. Personal data are processed without separate consent, for example, for the following activities:

- Identification of the person;
- Preparation and forwarding of invoices and notices related to the contract;
- Providing customer service, receiving malfunction reports, rectifying and reporting malfunctions;
- Provision of a service offered or invoiced by Tele2, including the supply of a product or the provision of maintenance and repair services;
- Transmission of contracts or data as required by law (for example, to ensure the performance of a contract, to resolve disputes, to establish and prove the circumstances of a breach, or for any other reason under law).

In order to ensure the ability to fulfil contractual obligations, Tele2 has the right to verify the data of the client and the company (or companies) related to the client through creditworthiness database providers. If the client fails to fulfil the contract in accordance with the terms of the contract, e.g. the contract is terminated in connection with arrears, Tele2 will, if necessary, forward the contracts and data to third parties, including law, legal and collection agencies and also to the operator of the payment default register. By subscribing to or using the services of third parties through Tele2, the client agrees that the provision of the service also requires the transmission of the client's data to these service providers. By calling the 112 emergency number, we will determine the location of the caller and any other data under the law without consent. We will disclose these data to the persons entitled to receive it by law.

### **3. INVOICE**

At the beginning of the month, Tele2 prepares and sends the client an invoice for the previous calendar month. The invoice will be based on the contract entered into with the client, the additional services ordered (*such as m-parking, paid articles, donation calls and other similar paid services*), the roaming services the client has used and the Tele2 price list.

The prices are subject to VAT at the rate specified by law. If the VAT rate changes, Tele2 will automatically apply the new VAT rate to prices without prior notification.

The price of the roaming service is calculated and invoiced on the basis of the price list of the relevant external operator in force at the time of the use of the roaming service. If, for reasons beyond Tele2's control, information about a change in the price list of an external operator is received by Tele2 with a delay or if there has been a change in the exchange rate, Tele2 is not liable for the conformity of the actual roaming service charge with the roaming service prices available on Tele2's website. Tele2 calculates the cost of the roaming services used after receiving the data from the external operator, which is why the current month's balance and call log may not reflect the cost of calls and services made abroad.

The client is obliged to notify Tele2 of any change in their data. If the client's data changes and they do not inform Tele2, the invoices sent will still be payable. If the monthly invoice does not include all the services consumed, Tele2 has the right to invoice the client for them in the future.

If the client does not agree with the invoice submitted, the client is not obliged to pay the amount of the disputed services until the dispute is resolved. If the invoice dispute is unfounded, we are entitled to charge the client a late fee of 0.15% per each day of delay. Upon termination of the contract, the final invoice will reach the client within three months at the latest.

#### **NON-PAYMENT OF DUE INVOICE**

If the client fails to pay the invoice on the due date at the latest, Tele2 has the right to charge a late payment penalty of 0.15% for each day of delay. If the client has not received an invoice, the client



is obliged to inform us by the 10th day of the month. Non-receipt of an issued invoice does not release the client from the obligation to pay the invoice.

We limit the services provided to the client if the client has delayed payment for more than 14 days or exceeded the credit limit. We will inform the client of the limitation in advance by SMS and/or e-mail. If the client pays the invoice after the service has been limited, Tele2 has the right to add the costs of removing the limitation to the next invoice.

If the service is limited for one month, we have the right to terminate the contract. If we terminate the contract due to arrears, we assign the claim to the collection agency and may transfer the information on the arrears to the payment default register. The client is obliged to reimburse all costs related to the collection of the arrears.

### **4. AMENDMENT OF CONTRACT**

Both the client and Tele2 have the right to amend the contract. In order to amend the contract, the client must notify Tele2 of their wish or make the changes in the self-service. Any amendments to the contract will be based on the fees published in the price list.

Tele2 can amend the contract if it arises from the law and/or any of the following situations occur:

- if it is needed due to changes in the law or if, after the entry into the contract, the circumstances on the basis of which the contract was entered into change and this results in an increase in the costs of performance of the contract by Tele2;
- if it is needed due to technical or substantial developments in the field or in the services (for example, discontinuation, modification, renewal or replacement of a solution), the creation of additional or better ways of using the services, or the need to specify the provision or use of the services, including changes in the business environment, changes in input costs or other significant circumstances;
- if it is needed due to legislation, supervisory or judicial practice;
- Tele2 may amend the price list if the fees and conditions in the price list have changed since the time of its establishment. Prices may change due to changes in the consumer price index, labour or other input costs, scope of service, service parameters or similar.

Tele2 will notify the client of the change one month before it comes into force. We will notify the client of any changes via the e-environment (e.g. self-service), invoice or e-mail (in the absence of e-mail, we will deliver the notice to the client by post). We will notify prepaid card users of the change by SMS and notification on the Tele2 website.

If the client does not wish to continue to use the Tele2 services under the amended conditions, the client must pay for the services already consumed when they depart. In the event of termination of the contract, the client may be liable to pay compensation for the device remaining with the client. If the amended conditions are suitable, then the client does not have to report it separately - the amendments will come into effect automatically.

If the amendment to the contract is of a purely administrative nature and does not adversely affect the client, or if the terms and conditions of the communications service contract are amended pursuant to legislation, Tele2 may, in the event of termination of the contract initiated by the client, charge the client for any additional costs associated with the termination.

Tele2 has the right to unilaterally change the service or service package used by the client or amend its terms and conditions (including terminate or change service components), the client's number or the number dialling procedure, to replace the service and service package used by the client with a new service and service package if Tele2 has started offering the same or a similar service and/or service package on new bases and conditions or if the technical solution used for the provision of the service is changed in a certain area or at a certain address.



## **5. NOTICES**

If the contact details related to the client's contract change, then the client is obliged to inform Tele2 immediately. Until Tele2 has been notified of any changes, we will assume that the client's contact details are valid and that the notices sent to the client have been received. It is assumed that the client has received any notices sent by Tele2 two calendar days after the notice or invoice was issued, and on the same day when the notice was issued by SMS.

You can find the necessary Tele2 contact details here: <a href="https://tele2.ee/kontaktid#arikliendi-kontaktid">https://tele2.ee/kontaktid#arikliendi-kontaktid</a>

#### **5.1 DEFECTS IN THE SERVICE/PRODUCT**

If the client is not satisfied with Tele2's services or if there is a defect in the goods purchased from Tele2, the client is obliged to notify Tele2 immediately upon discovery of the defect. We will respond to the client's enquiry using the same contact details and method of communication. In order to resolve problems with devices, it is necessary to keep the purchase documents (invoice, contract, etc.) proving that the goods were purchased from Tele2.

If the client believes that Tele2 has breached the contract, the client has the right to invoke the law in their defence: to terminate the contract, demand the performance of the obligation, withdraw from the contract or claim interest on arrears. Tele2 aims to resolve differences with its clients. If we cannot reach an agreement, the client has the right to take the dispute to the Harju County Court.

#### **5.2 MALFUNCTION REPORTING**

Please notify Tele2 immediately of any malfunctions. Tele2 takes malfunctions reports on the Tele2 hotline +372 6 866 866 (you can also contact Tele2 on social media or on its website via the chat window if needed). Tele2 will rectify Tele2 network failures within one working day of becoming aware of them (unless it is a case of force majeure).

In the event of large-scale Tele2 network failures or technical disruptions of which Tele2 is aware, we will notify the client via our website, as well as through the press and social media. If possible, we will notify clients of planned maintenance and repairs of the communications network five working days in advance.

If the use of the service is disrupted due to us for a wrongful reason (not due to force majeure), we will proportionally compensate the client on the basis of a written statement of the client for the monthly fee for the time when the use of the services was not possible.

## **6. RIGHTS AND OBLIGATIONS**

#### **6.1 RIGHTS OF THE CLIENT**

The client has the right to use the services provided by Tele2 in accordance with the contract. The volume of services included in the package during the current calendar month (internet, calls, SMS, etc.) can be checked in the self-service. The client can request the restriction of the services offered.

Calling the emergency number 112 is always free. 112 can be called even if the client does not have a SIM card in their phone. People who are unable to make a regular emergency call can use the free SMS-112 emergency text messaging service. To send SMS messages to the emergency number, a user account must be created online.

If needed, we can provide pre-contractual information and a brief summary of the contract in a format suitable for the client.



#### **6.2 OBLIGATIONS OF THE CLIENT**

When using the services, the client is obliged to keep track of the credit limit and make advance payments if necessary. It is necessary to check limits before going abroad to avoid service limitations.

If the phone or SIM card is stolen or lost, the client is obliged to inform Tele2 immediately in order to prevent further damage and to suspend services. The client is obliged to pay for the services used until they have notified Tele2 of the incident and Tele2 has suspended the services.

If the client allows any third party to consume services under a contract with Tele2, the client remains responsible to Tele2 for all operations performed by that user when using the service.

The client is obliged to immediately notify Tele2 of the initiation of bankruptcy, liquidation or compulsory liquidation proceedings against the client's company, the dissolution of its legal entity and other circumstances that may prevent the performance of the contract or render it impossible.

#### **6.3 PROHIBITED ACTIONS**

The client is obliged to use the services reasonably and for their intended purpose as agreed in the contract. In the case of communications services, reasonable and purposeful use is deemed to be the normal use of the service, in the case of voice communications, for the purpose of communication between persons. Any other use is deemed to be an unreasonable use of the services.

Tele2 services are prohibited from being used to perform, promote, assist or enable the performance of actions contrary to contract, legislation or good practices. We consider the above actions to be a material breach of contract, in which case we will limit the communications services and the client will be liable to pay compensation for the damages caused. Examples of such actions could include the following situations (this list is not exhaustive, we monitor the performance of our communications network on an ongoing basis and assess each case individually):

- disrupting Tele2 or other communications networks by connecting a broken or modified terminal device. Also interfering with or limiting the functionality of a communications network or equipment connected to it by using, distributing or creating a threat of computer viruses, programs or other such software;
- providing (selling, brokering, making available) our services to third parties without Tele2's consent. This also includes the provision or brokering of voice/internet services for commercial purposes using the Tele2 network, SIM card (including eSIM) or our trademark. In addition to compensation for damages, the client is obliged to pay us a contractual penalty of up to €3,200 and to immediately stop the infringement;
- artificial or automatic generation of calls and/or SMS (including M2M communications) for the purpose of (or in order to facilitate or enable) committing a fraud or disrupting Tele2's or other communications networks;
- abuse of free or paid numbers;
- the performance of any action, processing of data or material that places an abnormal increase in load on servers or the communications network compared to normal;
- disturbing other users of the service, including by making network marketing and telemarketing calls;
- sending unsolicited messages or enabling it. Unsolicited messages include, but are not limited to, sending messages via anonymous or spoofed contact details or sending parody or threatening messages, advertising materials, unauthorised advertisements, etc. by electronic means to recipients who have not opted to receive such messages;
- disseminating or facilitating the dissemination of information that is not in accordance with applicable law or is offensive, indecent, defamatory, threatening, invasive, racially, ethnically or otherwise offensive, abusive, inciting physical or mental violence, promoting illegal activities, etc;



• unauthorised modification of a caller and/or SMS sender's number, identity or IMEI of a device for the purpose of fraud, scam or other illegal activity.

#### **6.4 RIGHTS OF TELE2**

Tele2 has the right to close, by means of IMEI code blocking, unannounced devices that are stolen, lost or modified in a way that interferes with the operation of the communications network and/or are otherwise in breach of the terms and conditions or the legislation.

Tele2 has the right to update and modify the communications network and the technologies and technical solutions used to provide the services owned by us, including making changes that affect the use of the services. To ensure the quality of the service, Tele2 has the right to implement technical measures that no longer enable the use of the service via technically unsuitable (e.g. outdated) equipment. If the modifications require the replacement, updating, configuration or other similar changes to the equipment owned or in the possession of the client (including equipment provided by Tele2 under the contract), the client will bear the related costs.

Tele2 has the right to restrict the use of its communications services in accordance with the law or the terms and conditions of use of the service. If the reasons for the restriction are removed, Tele2 has the right to require the client to reimburse the costs incurred to restore the option to use the service. If the service is restricted for more than one month due to the client, Tele2 has the right to terminate the contract without prior notice.

We reserve the right to limit the provision of services where this is necessary for the installation, maintenance or replacement of communications network equipment.

#### **6.5 OBLIGATIONS OF TELE2**

Information on the quality of service provided by Tele2 is published on our website. It is our responsibility to ensure the security of the communications network and to avoid overloading or congestion.

Tele2 implements appropriate technical and organisational measures to mitigate risks to the security of the communications network and services, based on legislation, Tele2's internal security rules and the ISO 27001 information security management system.

# 7. LIABILITY

Both parties to the contract are liable for the performance of their obligations, except where the breach is excusable due to force majeure. Force majeure means an unforeseeable circumstance over which a party has no control and which the party could not reasonably have been expected to take into account, avoid or overcome the impeding circumstance or consequence. Circumstances of force majeure may include, but are not limited to, fire, natural disaster or natural phenomenon (including weather conditions), explosion, war, power failure and disturbance of electricity supply, strike, traffic jams, physical damage to communications cables and equipment by third parties, malfunctions in communications networks or communications lines belonging to third parties or other involuntary circumstances which make it impossible to fulfil the obligations under the contract. In order to prevent damage, the client is obliged to take measures to help prevent and/or reduce the damage.

The client is liable for the performance or non-performance of its contractual obligations under the contract entered into with Tele2. If Tele2 has intentionally breached a contract with the client, the client is entitled to demand compensation for the direct material damage caused by the breach. Tele2 is not responsible for any other damages that may arise and is not obliged, among other things, to compensate for any loss of income, loss of expense or profit associated with the interrupted business, loss of the value of the company's share or the company or any other related or similar damages.

