

TERMS FOR USE OF TELIA ELECTRONIC COMMUNICATIONS SERVICES AND OTHER 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 in this version as from 25 May 2018. 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. **Terminal equipment** means 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 the 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** means 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. **Working hours** means any day between 8.00 a.m. and 6.00 p.m.;
 - 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 and other TELIA services according to Contract;
 - 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 Annexes hereto.
 - 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 Works** means a set of measures taken with an aim to improve 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.
- 1.3.20. **Data** means personal data of a natural person the processing of which by TELIA results from the Contract or in connection with the conclusion thereof, except for the Customer's clients' data.
- 1.3.21. **The Customer's clients' data** means personal data of natural persons the processing of which (except storage) in the event of their back-up copying, Telia Hosted Exchange, lease of virtual computational resources and use of CLOUDY CAM Services is performed by the Customer itself and access to which is denied to TELIA without a special request from the Customer.
- 1.4. The 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 WORKS

- 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 the Electronic Communications Network;
 - 7.2.3. to connect any Terminals and/or to allow arbitrary connection thereof to the Electronic Communications Network, save for the Service/connection interface provided by TELIA under the Contract;
 - 7.2.4. to use the Electronic Communications Network for provision or receipt of such electronic communications services, which are not covered by the Contract;
 - 7.2.5. to use the 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. 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.
- 7.6. 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 the Services without prior notice 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 Terms.

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 directly provided for in the Contract, where such information is requested by the law enforcement or other institutions having such rights under the laws of the Republic of Latvia, or the provision of information is requested by the Customer (the Customer has clearly and expressly agreed to the provision of information).
- 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.

13. PROCESSING OF PERSONAL DATA

- 13.1. The provisions of Clause 13 hereto shall govern Data protection with regard to the Customer, a person wishing to become a Customer, the Customer with which the Contract is no longer in force, as well as with any third parties which in connection with the Service provision receive from or deliver Data to TELIA (via the Customer or without his/her intermediation), and visitors to the TELIA website (a person other than the Customer, hereinafter referred to as the Person). Clause 13 of the present Terms shall apply to the Data processing independent of the format and/or environment in which the Customer or the Person has provided the Data (via TELIA website, in paper format, via telephone or e-mail) and independent of the

TELIA's systems or paper format in which they are processed. Regarding the storage of the Customer's clients' data by TELIA, Clause 13 hereof shall apply to the extent directly provided for below.

- 13.2. Upon signing the Contract, the Customer is aware that (i) the transfer of Data to TELIA results from the obligations undertaken by the Customer and TELIA under the Contract, and (ii) TELIA becomes a Data Controller within the meaning of the General Data Protection Regulation. The Customer shall represent and guarantee that the Data have been obtained legitimately, they are complete and up-to-date, and the Customer is obliged to immediately inform TELIA about changes thereto. Data processing beyond the performance of obligations under the Contract shall only be possible for legislative enforcement purposes in conformity with clear and unambiguous consent from the Customer or the Person, as well as for enabling TELIA to realise its legitimate interests under Clause 13.6 of these Terms. TELIA shall guarantee the confidentiality and protection of Data in compliance with the applicable laws and regulations in the fields of privacy and data processing. In the event of use of specific Services, additional terms and conditions concerning Data processing may be included in Contracts and Specifications. Regarding specific types of Data (e.g. processing of cookies, etc.), environment or purposes, additional specific rules may be laid down, of which the Customer or the Person are informed at the moment of provision to TELIA of the Data concerned.
- 13.3. If the Customer processes the Customer's clients' data by means of the Service and the sole type of their processing is storage of the Customer's clients' data performed by TELIA, the Customer shall be obliged to ensure full compliance of such Customer's clients' data processing with the requirements of laws and regulations, including but not limited to the receipt of all the necessary consents, permissions and registrations from both natural persons whose data are subject to processing, and from authorised public institutions. The Customer shall undertake to defend, indemnify and hold TELIA and its employees harmless from any liabilities, obligations, responsibility, damages, costs and expenditures by third parties against TELIA in connection with a breach of Clause 13.3 by the Customer, and, upon request from TELIA, be responsible for such claims instead of TELIA.
- 13.4. The Customer shall be liable for all activities performed with the Data using his/her identification data and passwords (e-mail, fixed telephony identification data and passwords, etc.). To prevent unauthorised access to the Data and the Electronic Communications Network, the Customer must not disclose to any third parties his/her user identification data and passwords.
- 13.5. TELIA shall process the Data for the following purposes:
- 13.5.1. In the field of Service provision:
- 13.5.1.1. for identification of the Customer or the Person;
 - 13.5.1.2. for drawing up and signing of the Contract;
 - 13.5.1.3. for Service installation and provision (performance of the contractual obligations);
 - 13.5.1.4. for ensuring/maintaining operation of the Services, elimination of Faults;
 - 13.5.1.5. for Service upgrade, development of new products and Services;
 - 13.5.1.6. for promoting the Service usage;
 - 13.5.1.7. for advertising and dissemination of Services or for commercial purposes;
 - 13.5.1.8. for servicing of the Customer or the Person;
 - 13.5.1.9. for complaint handling and processing;
 - 13.5.1.10. for increasing Customer loyalty, Customer satisfaction measurements;
 - 13.5.1.11. for billing administration;
 - 13.5.1.12. for debt recovery and collection;
 - 13.5.1.13. for maintenance and functionality improvement of TELIA's website;
- 13.5.2. In the field of business planning and analytics:
- 13.5.2.1. for statistics and business analysis;
 - 13.5.2.2. for planning and account-keeping;
 - 13.5.2.3. for measuring the efficiency;
 - 13.5.2.4. for ensuring data quality;
 - 13.5.2.5. for market and public opinion surveys;
 - 13.5.2.6. for preparation of reports;
 - 13.5.2.7. for conducting surveys of Customers and Persons;
- 13.5.3. for provision of information to public administration institutions and operational entities in cases and to the extent provided for by laws and regulations;
- 13.5.4. for other specific purposes of which the Person or the Customer is informed at the moment of provision of the relevant data to TELIA.

- 13.6. The legitimate interests of TELIA in Data processing include:
- 13.6.1. doing business;
 - 13.6.2. provision of Services;
 - 13.6.3. verifying a person's identity prior to the signing of the Contract;
 - 13.6.4. ensuring performance of the contractual obligations;
 - 13.6.5. preventing unjustified financial risks to its business (incl. performing credit risk assessment prior to the signing and during the performance of the Contract);
 - 13.6.6. preserving submissions and applications from the Person and the Customer for the Service provision, other submissions and applications, comments on the same, incl. those made verbally by calling the Customer Support Service, on TELIA website and in self-service environment;
 - 13.6.7. analysing the operation of TELIA's website, developing and introducing improvements;
 - 13.6.8. Customer account administration on TELIA's website;
 - 13.6.9. segmentation of Customer database for more efficient Service provision;
 - 13.6.10. design and development of Services;
 - 13.6.11. Service advertising by sending business communications;
 - 13.6.12. sending other notifications about the performance of the Contract and events relevant for its performance, and conducting surveys of Persons and Customers about the Services and their usage experiences;
 - 13.6.13. ensuring maintenance and development of the Electronic Communications Network;
 - 13.6.14. monitoring the operation of the Electronic Communications Network to identify and prevent any technical issues and unlawful activities;
 - 13.6.15. fraud prevention;
 - 13.6.16. ensuring corporate governance, accounting and analysis of financial and business activities;
 - 13.6.17. ensuring effective governance processes at TELIA;
 - 13.6.18. ensuring and improving the Service quality;
 - 13.6.19. payment administration;
 - 13.6.20. accessing public administration institutions and operational entities and courts for the protection of its legal interests.
- 13.7. TELIA shall process and protect Data, as well as keep the Customer's clients' data by making use of modern technologies and taking account of potential risks, and using the organisational, financial and technical resources reasonably available to TELIA, including by taking the following security measures:
- 13.7.1. Data encryption;
 - 13.7.2. The Customer's clients' data encryption, if this Service is stipulated in Contract or Specification;
 - 13.7.3. firewalls;
 - 13.7.4. hacking protection and detection software;
 - 13.7.5. other protection measures in line with the current technological developments.
- 13.8. TELIA may make automated decisions regarding the Customer or the Person. The Customer or the Person shall be informed about such TELIA's activities separately in compliance with laws and regulations. The Customer or the Person may object to automated decision-making in compliance with laws and regulations, being aware, however, that in separate cases this may restrict the Customer's or the Person's right to use certain potentially available possibilities (e.g. receive commercial offers).
- 13.9. To ensure qualitative and operational performance of the obligations under the Contract signed with the Customer, TELIA may authorise any third parties, its cooperation partners, to carry out certain Service provision activities, such as Service installation and billing. If during the performance of those tasks the Data at TELIA's disposal are processed by third parties, they shall be regarded as TELIA's data processing operators (processors), and TELIA shall be entitled to transfer the Data to such third parties for the performance of the said activities in the extent necessary. The third parties will ensure Data processing and protection in accordance with TELIA's requirements and laws and regulations and will not use the Data for other purposes than the performance of the contractual obligations on behalf of TELIA.
- 13.10. TELIA shall process Data as long as at least one of the following preconditions exists:
- 13.10.1. as long as the Contract is in force;
 - 13.10.2. as long as TELIA or the Customer is able to realise his/her legitimate interests (e.g. lodge objections, bring and maintain an action before a court) in accordance with the procedure stipulated by laws and regulations;
 - 13.10.3. as long as TELIA has a legal obligation to store the Data;

- 13.10.4. as long as the Customer's or the Person's consent to processing of the Data is in force, unless another lawful ground for Data processing exists.
- 13.11. TELIA shall store the Customer's clients' data only as long as the Contract is in force.
- 13.12. After the preconditions under Clauses 13.10 and 13.11 of these Terms cease to exist, the Data will be deleted or anonymised.
- 13.13. The Customer and the Person shall be entitled to receive the information related to Data processing stipulated by laws and regulations. The Customer may assure the accuracy of Data and correct them by contacting TELIA in writing or in TELIA's self-service environment in cases where the Service is provided in TELIA's self-service environment.
- 13.14. In accordance with laws and regulations the Customer and the Person shall have the right to request access to the Data, as well as to request TELIA to supplement, correct or delete them, or to restrict processing with regard to the Customer or the Person, the right to object to Data processing, as well as the right to Data portability. This right can be exercised insofar as Data processing does not result from TELIA's obligations imposed by the applicable laws and regulations and is performed in the public interest.
- 13.15. The Customer or the Person may submit a request for exercising their right under Clause 13.14 of these Terms:
- 13.15.1. in writing, by personally appearing at TELIA's registered address and producing a personal ID document;
- 13.15.2. by sending an application signed by secure electronic signature to TELIA's e-mail address: personasdati@telia.lv;
- 13.15.3. on TELIA's website.
- 13.16. Upon receipt of a request from the Customer or the Person for exercising their right under Clause 13.14 of these Terms, TELIA shall ascertain the Customer's or the Person's identity, examine and execute the request in compliance with laws and regulations, informing the Customer thereof in accordance with the procedure stipulated by the Contract, and the Person – in conformity with the type of submission of the request.
- 13.17. Where Data processing has taken place based on the Customer's or the Person's consent, it may be withdrawn at any time in the same way as the consent was given. In such event any further Data processing based on the prior consent given for the specific purpose will be discontinued. Withdrawal of the consent shall be without prejudice to the Data processing carried out while the Customer's or the Person's consent was in force. Withdrawal of the consent may not suspend Data processing on other legal grounds.