

## General Terms and Conditions for Delivery and Operation of TDC's Services

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(This is a translation from Danish. In the event of a conflict between the Danish version and the English version, the Danish version prevails).

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## 1. The agreement

These General Terms and Conditions apply to agreements on delivery and operation of TDC's telecommunications services and data services ('Services') offered by TDC Erhverv A/S ('TDC'). Such agreements are also referred to as subscription agreements.

The terms and conditions for subscription agreements for TDC's Services are divided into three parts which all apply to the agreement between the customer and TDC:

- These General Terms and Conditions: the overall terms and conditions which apply to all subscription agreements.
- Service-specific subscription terms: the supplementary terms and conditions which apply to the service (e.g. Mobile) covered by the subscription agreement.
- Any additional terms and conditions: these apply to the product (subscription type) chosen by the customer. There are also additional terms and conditions for certain discount agreements and value-adding services. In connection with certain value-adding services for business customers, where the business customer is the data controller and TDC is the data processor, a data processor agreement also applies.

In the event of a conflict between the terms and conditions, the additional terms and conditions supersede the service-specific subscription terms, which, again, supersede these General Terms and Conditions.

An agreement on delivery and operation of a service (a subscription) includes the following:

- Establishment of one or more connections to the service.
- The option of using the service with the functions and features available from time to time for the subscription chosen by the customer.
- The possibility of concluding an agreement on delivery of supplementary services, functions and features (value-adding services).

For Services with a permanent installation, it is a precondition for the subscription agreement that it is technically possible to deliver the service at the installation site, including that the installation site address is within the geographical area covered by TDC's public network with the relevant technology. TDC's public network may be based on networks owned by TDC, and on networks that TDC leases from a third party. TDC's Services with a permanent installation are delivered via the following networks:

- TDC's fibre network – delivery via fibre connection.
- TDC's cable TV network (coax) – delivery via cable TV networks.
- TDC's copper-based telecommunications network (DSL) – delivery via the telecommunications network.

The scope of the agreement appears from TDC's order confirmation and/or from a separate written agreement, if any, concluded between the customer and TDC. The order confirmation is sent by regular mail or electronic mail to the customer, see Clause 1.A. The customer will receive applicable subscription terms, price list and any product information together with the order confirmation and/or the written agreement, if any. The order confirmation and/or separate agreement, if any, together with the subscription terms and price list form the basis of the agreement concluded between the customer and TDC.

Any subsequent orders for services in connection with the agreement can be placed by contacting TDC, which, in return, sends an order confirmation to the customer. If a separate installation site address has been registered, see Clause 2.A, the order confirmation will be sent to this address as well.

### **1.A. Derogation from the Executive Order for business customers**

For business customers, derogations are made from sections 9, 11, 14-15, section 16(1), items 2 and 3, and section 16(2)-(4), section 18, section 19(1)-(4) and sections 20-21 of Executive Order no. 715 of 23 June 2011 on the Provision of Electronic Communications Networks and Services (*Bekendtgørelse om udbud af elektroniske kommunikationsnet og -tjenester*), see section 1(4) of the Executive Order.

## **2. Parties to the agreement**

The parties to this agreement on delivery and operation of the service are the customer (subscriber) and TDC. The customer is liable for complying with the terms and conditions in all respects.

The service must not be made available or used for handling traffic for parties other than the customer or his household/business or user, if any. For Services with a permanent installation, the customer must not further distribute the service (TV channels, Internet access etc.) to addresses other than the installation site address.

The customer is liable for payment for Services delivered under the agreement, also in cases where a separate payer/invoicing address or a separate user/installation site address, see Clause 2.A, which differs from the customer/customer's address has been registered. The customer is also liable in cases where other people have been permitted to use the subscription.

### **2.A. Registration of the customer and address information**

If the customer is a residential customer or a sole proprietorship (business customer), the customer must, at the conclusion of the agreement, inform TDC about his name, address (according to the national register) and email address, if any. Sole proprietorships must also state CVR number (company

registration number). TDC is furthermore entitled to demand information about the customer's CPR number (civil registration number) in order to perform credit evaluation and regular customer data validation. Only legally competent persons may conclude agreements with TDC.

If the customer is a legal entity/business (business customer), the customer must, at the conclusion of the agreement, inform TDC about the name of the business, address (domicile), corporate form and CVR number as well as email address, if any. If the customer is a business customer and does not have an address in Denmark, the customer must provide a valid registration number corresponding to a CVR number.

'Small business customers' in these terms and conditions are defined as business customers which are sole proprietorships or legal persons with no more than one employee or a total invoicing amount per year of less than DKK 30,000 exclusive of VAT. Unless otherwise stated, special terms and conditions applying to business customers also apply to small business customers.

In addition, the customer must state any separate address to which invoices, order confirmations and other notifications relating to the agreement are to be sent. For Services with a permanent installation, the customer must also provide any separate installation site addresses (for example the customer's holiday home or a registered user's address).

A user who is not identical to the customer may be registered in the following cases:

- If there is a contract of permanent employment between the customer and the user.
- If there is a close relationship between the customer and the user (spouse, cohabitant, children, parents or the like).
- If the customer and the user are employed by the same group.
- In other special circumstances and then only for a limited number of users per customer (guardian, lessee or the like).

If requested by TDC, the customer must document the correctness of the information given. TDC is entitled to demand proof of residence and/or photo ID if deemed necessary.

The information and TDC's records thereof form the basis of the agreement until notice of any changes is given.

In the event of changes in the customer's information, including address and email address, the customer is obliged to inform TDC thereof immediately.

TDC's letters to the customer containing invoices, order confirmations and other notifications relating to the agreement will be sent to the customer by

regular mail or email, see Clause 10. If letters are returned to TDC due to circumstances at the customer (e.g. because the customer has neglected to comply with Danish legislation on letterboxes, or because the customer has provided incorrect information), TDC is entitled to charge a fee for resending of the letter, which may be by registered mail.

### **3. Quality and service level**

Information about the quality and service level, including delivery times and fault repair times, applying from time to time is available from TDC on request.

### **4. Time of delivery**

When delivering Services under the agreement, TDC will, after having estimated the scope of the work etc. to be performed, fix a time of delivery, which will be announced to the customer in TDC's order confirmation or be stated in the agreed schedule for the delivery. The time of delivery will, to the widest extent possible, be fixed in accordance with the customer's request.

If the delivery requires new cabling and installation work, it is a precondition for TDC's compliance with the specified time of delivery that the necessary permits, including digging permits etc., can be obtained, and that the work can be performed unhindered, see Clause 5. The stated time of delivery is always subject to possible delays due to circumstances which are beyond TDC's control, including, but not limited to, special physical conditions hampering TDC's delivery or involving extraordinary time consumption (obtaining digging permits, public authority requirements for coordination with other line owners, bans from public authorities etc.) as well as situations comprised by Clause 15.D (force majeure).

Delivery has taken place when a connection to the service has been established.

### **5. TDC's equipment and permanent installations (sockets etc.)**

Clauses 5.A-5.D apply to Services with a permanent installation.

#### **5.A. Installation site address, technology and drop cable**

The installation site address must be the customer's – or the registered user's – usual address at which his home, holiday home, business or permanent place of employment is located. The installation site address must also be within the geographical area covered by TDC's public network with the relevant technology, see Clause 1.

If the delivery requires installation work (e.g. because no usable installation and/or drop cable presently exists at the address), TDC is entitled to charge

payment for the one-off services associated with the delivery (digging, installation of sockets, technician visit(s) etc.).

If the installation site address is an unusual address (normally tents, caravans, mobile site huts, mooring spaces (quay socket), market sites or similar) or a technical installation (wind turbines, parking meters, wells, pumps, surveillance and registration systems, antenna masts or similar), delivery and operation will take place according to offer or subject to separate payment.

#### **5.A.A. Drop cable to TDC's telecommunications network (DSL)**

It applies to the delivery of Services via TDC's public copper-based telecommunications network that if the site does not already have an available connection to TDC's public telecommunications network, and TDC estimates that the costs of establishment will exceed a certain limit, delivery will take place according to offer or subject to separate payment (delivery as per account rendered) and subject to the customer's prior consent. The limit appears from TDC's price lists at tdc.dk. If delivery takes place as per account rendered, the customer may request a price estimate before final ordering.

#### **5.A.B. Drop cable to TDC's cable TV network (coax)**

In connection with the delivery of Services via TDC's public cable TV network, the following applies to the establishment of a drop cable, if the installation site does not already have a usable drop cable to TDC's public cable TV network:

TDC is entitled to charge payment for the establishment of a drop cable, see Clause 5.A.

If the installation site is a house, the drop cable will be placed at a location on the customer's site which, in TDC's view, is technically and financially the most expedient. Burial of the drop cable on the customer's site is carried out by the customer – or at the customer's expense. The drop cable must be buried at a depth of at least 45 cm, and the marking tape supplied must be placed 10 cm above the cable. Burial must usually take place after completion of TDC's installation work.

If the installation site is a flat (lease, cooperative flat, owner-occupied flat etc.), the drop cable is usually led in from the main staircase. It is a precondition for the installation that TDC has obtained written approval from the owner/administrator of the property. Any old antenna installation can be dismantled against separate payment.

### **5.B. Permanent installation and cable termination point**

At the installation site, TDC will establish a cable termination point (CTP), which constitutes the termination point for TDC's public telecommunications network and the drop cable. The permanent installation may also encompass a network termination point, see Clause 5.C. The cable termination point and network termination point may coincide.

The cable termination point is the first component after the cable enters the customer's home or business:

- If delivery takes place via TDC's copper-based telecommunications network (DSL), the cable termination point consists of, for example, a telecommunications socket which terminates the copper drop cable.
- If delivery takes place via TDC's cable TV network (coax), the cable termination point consists of, for example, the antenna socket or any other type of component which terminates the coax drop cable.
- If delivery takes place via TDC's fibre network, the cable termination point consists of the media box which terminates the fibre drop cable.

TDC chooses the location of the network termination point, taking into account the location of the drop cable, any existing installation at the site and, to the widest extent possible, the customer's wishes. By default, TDC will place the cable termination point where the cable enters the customer's home/business. If a cable termination point already exists at the site, TDC may choose to use this point.

If the customer wants TDC's permanent installation (cable termination point and/or network termination point, see Clause 5.B) to be installed at a location other than the one chosen by TDC, this will – if possible – be established by TDC subject to separate payment.

If the location of TDC's permanent installation or cabling requested by the customer deviates from what is financially or technically expedient (e.g. concealed routing or locating the cable termination point in a wet room), this will – if possible – be established by TDC subject to separate payment.

If the customer subsequently wants to change the location of and cabling to TDC's permanent installation, this will – if possible – be established by TDC subject to separate payment.

The customer must grant TDC unobstructed access to installing TDC's permanent installation and cabling. If TDC is not granted unobstructed access at the agreed time of delivery, see Clause 4, TDC is entitled to invoice the customer for the time and transport spent in vain.

Any building repairs such as painting, plastering and paperhanging or re-establishment according to building regulations which are a necessary conse-

quence of the installation, dismantling or relocation of TDC's installations must be undertaken by the customer.

TDC is responsible for the operation and for fault repairs, see Clause 15.A, in relation to the public telecommunications network through to (and including) the cable termination point as well as for the network termination point and TDC's connection equipment (if any), see Clause 5.B. The customer is responsible for the operation and for fault repairs of internal networks (if any), see Clause 5.B.

#### **5.B.A. Internal networks**

If the customer wants internal networks to be set up or connected, this will be established by TDC subject to separate payment.

Internal networks are defined as a telecommunications network established for the customer's own usage at the installation site, including installations with more than one telephone socket at the installation site, installations between the cable termination point and the network termination point/connection equipment, see Clause 5.C, and installations after the network termination point, see Clause 5.C. Telecommunications networks for the customer's own use may consist of, for example, installations with more than one telecommunications socket at the installation site. Distribution networks for TV may consist of, for example, a house amplifier, a passive distributor as well as an antenna socket and extra cabling in installations with more than one antenna socket.

Internal networks may consist of indoor as well as outdoor cabling.

The customer must ensure that any necessary power supply is available for equipment that is part of the customer's internal network, and the customer bears any expenses in this respect.

The customer is responsible for the operation and for fault repairs of internal networks (if any).

#### **5.C. Network termination point (NTP) and connection equipment**

The network termination point is the physical interface representing the customer's connection to TDC's Services. TDC establishes a network termination point at the installation site, and TDC is responsible for operating the service up to this interface. The customer connects his equipment (telecommunications terminal equipment, computer or other communication equipment), see Clause 6, to the network termination point, and the network termination point thus constitutes the separation point for the customer's use of the service.



The network termination point may, for instance, consist of a socket and may coincide with the cable termination point, see Clause 5.A. If the service requires connection equipment, see below, the output socket in the connection equipment is the network termination point.

If the service requires connection equipment, including network termination equipment (splitter and/or modem), routers and switches or digital receivers for TV, TDC will install the equipment at the customer's site subject to separate payment.

The network termination point and/or any connection equipment will by default be placed in immediate proximity to the cable termination point, see Clause 5.B. If the customer requests a different location, this will – if possible – be provided by TDC subject to separate payment.

If TDC supplies several connections to the customer at the same installation site and the customer uses the connections for business purposes, TDC will only install one overall network termination point for all the connections.

The ownership of the connection equipment remains with TDC. If the agreement is terminated or if the equipment is defective, TDC may demand that the customer return the equipment to TDC. If the customer does not return the equipment, TDC is entitled to charge payment for the equipment.

The customer must ensure that any necessary power supply is available as required for the connection equipment and the operation thereof. The customer bears any expenses in this respect.

If the customer decides that the service is to be routed via the customer's internal network, see Clauses 5.B.A and 6, TDC is not liable for any service disruptions caused by faults in the customer's internal network. This also applies in cases where the customer's internal network is interposed between the cable termination point, see Clause 5.A, and the network termination point/connection equipment.

TDC's installation of connection equipment comprises setup and connection of the equipment but not alterations made to buildings, electrical installations and any air-conditioning systems. Business customers must furnish the rooms in which the connection equipment is to be installed in accordance with the guidelines specified by TDC.

The setup and installation of a router, if any, does not comprise connection of the router to the customer's equipment and internal network.

#### **5.D. Ownership of and liability for TDC's equipment and installations**

The customer must not dispose of (sell, let out, pledge etc.) TDC's equipment and installations and must not in any way interfere with such equipment and installations. For instance, the customer must not interfere with TDC's outdoor installations and the cable termination point, see Clauses 5.A and 5.B.

Under the general rules of Danish law, the customer is liable for damage to TDC's equipment and installations at the installation site resulting from acts or omissions on the part of the customer or anyone acting on behalf of the customer. The customer further bears the risk of theft, loss and accidental damage, e.g. fire damage, water damage, lightning damage caused by over-voltage in the network and direct lightning strikes, in relation to TDC's equipment and installations at the installation site. The customer must compensate TDC for any loss in the aforementioned situations.

#### **6. Customer's equipment and internal networks, customer's use of the service etc.**

The customer must ensure that the connection to TDC's public telecommunications network is used in such a way that it does not cause any disruptions, disconnections or the like of traffic in the public network. If such disruptions etc. do occur, the customer must immediately take appropriate measures to remedy the situation, such as adjusting the volume of incoming and outgoing traffic or subscribing to additional connections to TDC's public network, or stop the behaviour causing the disruptions etc.

The customer must undertake not to harass TDC or TDC's employees.

The customer must ensure that any equipment (terminal equipment, computers, TVs or other communication equipment) connected to TDC's public network is CE marked in accordance with the Danish Act on Radio and Telecommunications Terminal Equipment etc. (*Lov om radio- og teleterminaludstyr m.v.*). Furthermore, the customer must ensure that the equipment is designed for connection to TDC's public network and Services and that the equipment is used as intended.

If equipment or internal networks (distribution networks or telecommunications networks for own use, see Clause 5.B.A – for instance extra antenna or telephone sockets) which are connected to or used in connection with TDC's public network cause disruptions in TDC's network due to faults or the like in the equipment or the internal network, the customer must immediately disconnect the connection.

## **7. Relocation**

For Services with a permanent installation, the customer may order relocation of the connection to the service subject to separate payment of a relocation charge. If the agreement is entered into on 1 January 2017 or a subsequent date, and it is not technically possible to deliver the service at the new installation site, including if the new installation site is not within the geographical area covered by TDC's public telecommunications network with the relevant technology, see Clause 1, the customer's relocation order will, however, be equated with termination of the agreement by the customer, see Clause 17.

If the agreement has been entered into before 1 January 2017, and it is not technically possible to deliver the service at the new installation site, the subscription agreement will be regarded as terminated.

For agreements on Services delivered via TDC's dedicated fibre-optic network on or after 1 January 2017 (TDC Business Fibre Plus) as well as for services delivered via TDC's cable TV network (coax), however, relocation is in every respect considered termination of the existing subscription and establishment of a new subscription, and the prices and terms and conditions in this respect therefore apply.

Clause 4 (time of delivery) and Clause 5 (TDC's equipment and permanent installations) apply correspondingly in connection with relocation. In some cases, a relocation may result in a change in the telephone number, circuit number or other type of identification number.

If a relocation requires a new configuration of a router, if any, see Clause 5.C, TDC is entitled to charge separate payment for such configuration.

## **8. Processing of customer information, call and invoicing data**

TDC logs customer information as well as usage and invoicing data in order to carry out correct charging of payment for the customer's use of the service, see Clause 12, and to comply with the rules in the Executive Order on Logging (*Logningsbekendtgørelsen*).

The nature of the logged information depends on which service the agreement concerns and includes, among other things, the customer's name and address, the customer's own number or IP address, the number called, time registration of usage (start time and duration) and the size of the transferred data volume measured in megabytes (MB). For mobile services, the SIM card number (IMSI/ICC), the mobile terminal number (IMEI) and localisation data are also logged. For Internet services, TDC also logs the IP addresses of customers caught in TDC's virus and spam filters.

TDC's processing of personal data is subject to separate privacy policies, available at [tdc.dk/privatlivspolitik](http://tdc.dk/privatlivspolitik).

## **9. Electronic self-service**

If the customer is a business customer, the customer may enter into an agreement on access to electronic self-service on TDC's website; see Terms and Conditions for Self-Service Business (*Vilkår for Selvbetjening Erhverv*).

## **10. Electronic communication**

The customer may enter into an agreement with TDC on electronic communication by which messages and notifications from TDC to the customer regarding the customer's agreements with TDC will be sent via email to the email address provided by the customer, see Clause 2.A. Messages from TDC include order confirmations regarding subsequent orders and notifications concerning the customer's agreements with TDC, including notification of significant changes of prices and terms and conditions, see Clause 19. The customer will thus not receive any messages or notifications by regular mail. However, TDC may choose to send messages or notifications to the customer by regular mail.

For customers that conclude an agreement with TDC or order changes to the agreement with TDC after 1 July 2011, TDC may require that the customer conclude an agreement with TDC on electronic communication. If the customer does not wish to conclude an agreement on electronic communication, TDC is entitled to charge a monthly fee.

For residential customers, it is a precondition that the customer concludes an agreement with TDC on electronic communication. If the customer does not wish to conclude an agreement on electronic communication, TDC is entitled to charge a monthly fee for each of the customer's subscriptions (telephone numbers and EM numbers) that the customer has not registered for electronic communication. This also applies to small business customers, see Clause 2.A, with an agreement on subscription to TDC's mobile service.

TDC sends the customer an order confirmation confirming the agreed email address.

Messages and notifications etc. which the customer receives via email to the agreed email address have the same legal effect in respect of deadlines for payment, acceptance and complaints as if they had been received by regular mail.

The customer is responsible for checking on a regular basis whether messages have been received from TDC at the agreed email address.

The customer must immediately notify TDC of any changes in the customer's email address. If it is not possible to send messages to the agreed email ad-

dress, TDC is entitled to charge a fee for resending the message by regular mail to the customer. TDC will then consider the agreement on electronic communication as having lapsed.

The agreement on electronic communication does not comprise electronic invoices. Electronic invoices require a separate agreement, see Clause 12.A.

### **11. Prices**

TDC fixes the prices of Services in accordance with the subscription agreement, see Clause 1.

TDC may charge a service connection charge, subscription charge and usage charges. Furthermore, TDC may charge fees and specific charges for value-adding services and one-off services etc.

Information on the list prices and discount schemes in force from time to time is available on TDC's website or from TDC on request.

### **12. Payment**

Charging in relation to the agreement takes place by the issuing of an invoice indicating a deadline for payment. The deadline for payment is dependent on how payment takes place.

The customer may also choose to receive the invoice electronically subject to a separate agreement in this respect, see Clause 12.A.

The customer may pay the invoice via Automatic Card Payment (*Automatisk Kortbetaling*), see separate additional terms and conditions therefor, via Direct Debit (*Betalingservice*) or by use of a payment slip.

If the customer is a residential customer and the customer pays in any other way than via Automatic Card Payment (payment without fees), TDC is entitled to charge a payment fee for each invoice issued. This also applies to all customers with a subscription to Services delivered via TDC's cable TV network (coax). The payment fee is dependent on how payment takes place.

If the customer is a small business customer, see Clause 2.A, and the customer pays in any other way than via Direct Debit (payment without fees), TDC is entitled to charge a payment fee for each invoice issued. For small business customers with a subscription to Services delivered via TDC's cable TV network (coax), Automatic Card Payment is, however, the payment without fees. The payment fee is dependent on how payment takes place.

If the customer is a business customer – however, not small business customers, see Clause 2.A – TDC is entitled to charge an invoicing fee for each

invoice issued. If the invoice only concerns a subscription to Services delivered via TDC's cable TV network (coax), however, no invoicing fee will be charged.

Residential customers or small business customers, see Clause 2.A, who have chosen to receive invoices electronically, see Clause 12.A, may alternatively make payments without being charged a fee via online banking by use of a payment slip. This does not apply, however, if the invoice only concerns a subscription to Services delivered via TDC's cable TV network (coax).

Where payment is made via Direct Debit, information concerning the invoice will appear from the printout from the customer's bank or Nets A/S (formerly PBS), unless the customer has chosen to receive electronic invoices, see Clause 12.A.

A service connection charge will be charged in connection with the conclusion of the agreement. Subscription charges are payable from the time of delivery, see Clause 4, and are normally invoiced quarterly in advance. Usage charges and other charges are payable in arrears, normally on a quarterly basis.

In accordance with the applicable rules of Danish law, TDC is entitled to make a subsequent claim for payment of charges and fees that, for example, have not been charged earlier by mistake.

At the customer's request, TDC may, in some cases, issue an invoice at shorter intervals than a quarter (monthly invoice). For some Services with a permanent installation, a monthly invoice can only be issued for settlement of usage. TDC is entitled to charge payment for additional expenses related thereto.

At the conclusion of the agreement or at a later point in time, TDC may require prepayment of the subscription charge for the agreed period of interminability, see Clause 17.

Payment must be made in Danish kroner (DKK).

Overdue payment entitles TDC to charge default interest from the due date until payment is made and otherwise according to the provisions of the Danish Interest Rate Act (*Renteloven*). Furthermore, TDC is entitled to charge a fee for issuing reminders.

On the same invoice, TDC is entitled to claim payment for the customer's agreements on other telecommunications services offered by TDC and for other services, including services delivered by third parties where TDC handles the invoicing on behalf of such third parties.

Similarly, after having informed the customer thereof, TDC is entitled to let a third party, including other companies in the TDC Group, handle the invoicing of Services covered by these terms and conditions and other services provided by TDC.

If the customer only pays part of an invoice containing several claims without indication of what the payment concerns, the payment will be written off proportionally on the individual claims.

### **12.A. Electronic invoicing**

The customer may enter into an agreement with TDC regarding electronic invoicing, see below. For customers with a subscription to Services delivered via TDC's cable TV network (coax), the customer may, however, only conclude an overall agreement on electronic invoicing and electronic communication, see Clause 10, and Clause 12.A does thus not apply to such customers.

If the customer is a business customer – but not a small business customer – the customer may, subject to agreement with TDC, choose between the following types of electronic invoicing – this does not, however, apply to agreements on subscriptions to Services delivered via TDC's cable TV network (coax):

- **Invoice via email:** TDC sends the invoice to the customer via email to the email address agreed with the customer, see Clause 2.A. The invoice is sent in the format agreed on (for example as an attached PDF file).
- **Invoice via EDI:** TDC sends the invoice via the so-called VANS network. EDI requires that the customer has a connection to a VANS provider. It also requires an electronic address in the form of an EAN number. The customer's EAN number must be registered in the E-directory in order to be recognised by all VANS providers. The invoice is sent in the format agreed on (for example EDIFACT or OIO XML).

If the customer is a residential customer or small business customer, see Clause 2.A, the customer may choose between the following types of electronic invoicing:

- **Invoice via email:** TDC sends the invoice to the customer via email to the email address agreed with the customer, see Clause 2.A. The invoice is attached to the email as a PDF file.
- **Invoice via TDC's website:** TDC sends a notification to the customer via email when the electronic invoice is available on TDC's website. The email is sent to the email address agreed with the customer, see Clause 2.A. The customer gets access to the electronic invoice on TDC's website by establishing access to electronic self-service, see Clause 9. The custom-

er's exchange of data with TDC via the website takes place in encrypted form via a secure connection. At the website, the customer can view an invoice categorised by charge type as well as an itemised invoice.

- **Invoice via e-Boks (e-box):** TDC sends the invoice to the customer via the customer's e-Boks account; see the terms and conditions for use of e-Boks available at [www.e-boks.dk](http://www.e-boks.dk). TDC recommends that the customer, via e-Boks, sign up for notification via email when there are new messages in the customer's e-Boks account.

If the customer wants to receive the invoice electronically, TDC sends an order confirmation to the customer. After that, the customer will not receive invoices by regular mail. However, TDC may at any time decide to send invoices to the customer by regular mail.

If the customer, in addition to the electronic invoice, wants to receive a paper copy of the invoice by regular mail, a fee will be charged for each invoice.

Invoices received electronically by the customer have the same legal effect in respect of deadlines for payment, acceptance and complaints as if they had been received by regular mail. The customer is responsible for checking on a regular basis whether an electronic invoice has been sent from TDC in accordance with the solution agreed.

If the customer has chosen invoice via email or invoice via TDC's website, the customer must notify TDC of any change of email address. If it is not possible to send the invoice to the agreed email address, TDC is entitled to charge a fee when resending the invoice by regular mail. TDC will then consider the agreement on e-invoices as having lapsed.

The customer may at any time opt out of electronic invoicing, after which the customer will receive invoices from TDC by regular mail. The opt-out enters into force as soon as possible.

### **12.B. Changes in invoicing intervals and immediate payment**

At the conclusion of the agreement or at a later point in time, TDC may change the invoicing interval, including demand immediate payment, if there is reason to believe that the customer's payment obligations will not be met on time. In the following situations, among others, TDC is entitled to change the invoicing interval or demand immediate payment:

- A. The customer is in breach of his payment obligations under the agreement or otherwise has debt owing to TDC in connection with another agreement.



- B. The customer's usage of usage-charged services is deemed to considerably exceed similar customers' average usage of the service, or there is a very significant and sudden increase in usage compared with previous usage.
- C. The customer is a residential customer without a domicile in Denmark, or the customer is a business customer without a domicile in Denmark, Norway, Sweden or Finland.
- D. The customer is registered with an independent credit rating agency or in a warning register.
- E. The customer's usage-charged subscription is used – by agreement with TDC – to handle telecommunications traffic for parties other than the customer or a user.
- F. The customer's usage-charged subscription is used permanently – by agreement with TDC – by several people who are not related parties.
- G. The customer has suspended payments, requested negotiations for a composition or debt rescheduling, or bankruptcy or winding-up proceedings have been initiated.

By default, the invoicing interval can be changed back to the normal invoicing interval at the customer's request when the reason for the changed invoicing interval has ceased to exist.

If the invoicing interval has been changed in accordance with item A, the invoicing interval may be changed back to the normal interval at the customer's request when the customer has settled his debt with TDC and TDC has had no reason to maintain the changed invoicing interval for a period of one year.

Where the invoicing interval has been changed in accordance with item B, the invoicing interval may be changed back to the normal interval at the customer's request when there has been no reason to maintain the changed invoicing interval for a period of one year.

As regards invoicing in accordance with item G, such invoicing only covers payment in relation to the agreement in the period after the suspension of payments, the commencement of negotiations for a composition, the initiation of debt rescheduling proceedings or the issue of a bankruptcy or winding-up order.

### **13. Provision of security and credit rating**

At the conclusion of the agreement or at a later point in time, TDC may carry out a credit rating of the customer and may for that purpose gather information from independent credit rating agencies or warning registers.

If, at the conclusion of the agreement or at a later point in time, TDC has reason to believe that the customer's payment obligations will not be met on time, TDC is entitled to demand security in the form of a cash deposit or an irrevocable on-demand guarantee furnished in a bank or guarantee insurance company approved by TDC.

TDC is entitled to demand provision of security in the following situations, among others:

- A. The customer is in breach of his payment obligations under the agreement or otherwise has debt owing to TDC in connection with another agreement.
- B. The customer's usage of usage-charged services is deemed to considerably exceed similar customers' average usage of the service, or there is a very significant and sudden increase in usage compared with previous usage.
- C. The customer is a residential customer without a domicile in Denmark, or the customer is a business customer without a domicile in Denmark, Norway, Sweden or Finland.
- D. The customer is registered with an independent credit rating agency or in a warning register.
- E. The customer's usage-charged subscription is used – by agreement with TDC – to handle telecommunications traffic for parties other than the customer or a user.
- F. The customer's usage-charged subscription is used permanently – by agreement with TDC – by several people who are not related parties.
- G. The agreement is assigned to a third party, see Clause 16.
- H. The customer wishes to take out a subscription in a case where another customer's connection to the service has been disconnected due to default of payment and where the customer has been a member of the other customer's household during the default period and is still a member of this household.

- I. The customer has suspended payments, requested negotiations for a composition or debt rescheduling, or bankruptcy or winding-up proceedings have been initiated.

If security has been provided in accordance with item A, the security is fixed at an amount corresponding to twice the outstanding amount. The amount will not, however, be lower than DKK 2,000.

If security has been provided in accordance with items B, C, D, E, F, G or H, the security will correspond to the amount that TDC expects to invoice the customer for two quarters. The amount will not, however, be lower than DKK 2,000.

If security has been provided in accordance with item I, the security will correspond to the amount that TDC expects to invoice the customer for two quarters. The amount will not, however, be lower than DKK 2,000. The security only covers payment concerning the agreement in the period after the customer has suspended payments, requested negotiations for a composition or debt rescheduling, or a bankruptcy or winding-up order has been issued.

The customer's obligation to provide security normally lapses when the situation that formed the basis of the provision of security no longer exists. When the customer's obligation to provide security has lapsed, the security provided will be released by TDC at the customer's request.

If security has been provided in accordance with item A, the customer's obligation to provide security lapses when the customer has paid his debt and if, for a period of one year after such payment of debt, TDC has had no reason to enforce the security.

If security has been provided in accordance with items B or H, the customer's obligation to provide security lapses when, for a period of one year after such provision of security, TDC has had no reason to enforce the security.

If security has been provided in accordance with item I, the customer's obligation to provide security lapses when the situation that formed the basis of the provision of security no longer exists and if, for a period of one year thereafter, TDC has had no reason to enforce the security.

The customer must pay all expenses of providing security. A cash deposit will not accrue interest for the customer.

### **13.A. Usage maximum**

For usage-charged services, TDC may, as a supplement or an alternative to requiring security, see Clause 13, assign a usage maximum to the customer.

A usage maximum means that TDC contacts the customer and/or disconnects the customer's connection if the assigned usage maximum is exceeded.

TDC may assign the customer a usage maximum in the situations mentioned in Clause 13, among others.

The usage maximum is fixed at an amount corresponding to the average usage of similar customers in a quarter. This amount will not, however, be lower than DKK 500.

#### **14. Customer's breach (TDC's disconnection right)**

For telephony services and mobile services, TDC is entitled to disconnect the customer's connections to the service if the customer's usage is deemed to considerably exceed the average customer's usage or there is a very significant or sudden increase in the usage compared with previous usage.

Furthermore, in the event of the customer's material breach of his obligations under the agreement, TDC is entitled to disconnect the customer's connections to the service or to restrict the user's access to the service.

Material breach includes, but is not limited to, the following matters:

- A. The customer fails to comply with TDC's demand for provision of security on time, see Clause 13.
- B. Service connection charge is not paid on time.
- C. Subscription charges and usage charges etc. are not paid following TDC's issuing of a reminder or demand for immediate payment, see Clause 12.B.
- D. After a request from TDC, the customer fails to take measures to relieve disruptions etc. in the traffic in TDC's public network, see Clause 6.
- E. The customer harasses TDC or TDC's employees or, through his behaviour, causes disruptions in TDC's public network, see Clause 6.
- F. The customer has connected equipment that is not CE marked or is not designed for connection to TDC's public network, see Clause 6, and fails to disconnect the equipment after a request to this effect from TDC.
- G. After a request to this effect from TDC, the customer fails to disconnect equipment or internal networks that, due to faults or the like in

the equipment or the internal network, cause disruptions in TDC's public telecommunications network, see Clause 6.

- H. TDC is denied access to its own systems and installations in order to locate faults etc., see Clause 15.A.
- I. The customer provides TDC with incorrect information or fails to give notice of change of address or email address, or circumstances at the customer prevent TDC from sending order confirmations and other communication to the customer, see Clause 2.A.
- J. Bankruptcy or winding-up proceedings have been commenced against the customer.
- K. The subscription is used to handle traffic for parties other than the customer or his household/business or any registered user, see Clause 2, and this practice is not stopped immediately at TDC's request.

Disconnection of the customer's connections under items A, B or C will only affect the connections for which payment has not been made, except in cases of fraud or repeated instances of delayed payment or non-payment. However, disconnection of the connection to a service (e.g. broadband) which is a technical precondition for the delivery of other services (e.g. IP telephony or IP TV) results in both services being disconnected.

Disconnection of the customer's connection will not lead to a reduction in the subscription charge for the period in question.

If the customer remedies the cause of the disconnection and pays due debt, if any, TDC will reopen the connection as soon as possible at the customer's request. TDC is entitled to charge a fee for this service.

If the customer does not remedy the cause of the disconnection, TDC is entitled to terminate the agreement without notice, see Clause 17.

Furthermore, TDC is entitled to disconnect the customer's connection to the service, restrict the customer's use of the service or terminate the agreement in full or in part in the event that bankruptcy or winding-up proceedings are initiated for the customer or the customer suspends payments, requests negotiations for a composition or in general is experiencing considerable financial difficulty.

A customer who is in breach of the agreement by failing to settle due debt is not allowed to conclude a new agreement on subscription to TDC's Services or value-adding services until such debt has been settled.

## **15. TDC's breach**

### **15.A. Fault repair**

TDC will remedy faults in own systems and installations in accordance with the applicable fault repair times, see Clause 3. Fault repair is usually carried out within normal working hours (Monday to Friday from 8.00 to 16.00). For Services with a permanent installation, an agreement on extended fault repair may be concluded.

TDC's responsibility for fault repair ends at the network termination point established by TDC, see Clause 5.

Fault repair of TDC's connection equipment (if any), see Clause 5.B, is usually handled by TDC sending replacement connection equipment to the customer by regular mail, which the customer thereafter must install by himself.

In order to locate and repair faults, the customer must ensure that TDC is given access to systems and installations at the installation site as soon as possible. If TDC is not granted unobstructed access at the agreed time, TDC is entitled to invoice the customer for the time and transport spent in vain. The customer must, to the extent necessary, contribute to fault location and fault repair in the customer's systems and installations at the installation site.

If the customer reports a fault and it turns out that there are no faults in TDC's public network or the service or that the fault exists in the customer's equipment or internal network, see Clauses 5 and 6, the customer must cover TDC's fault location expenses.

### **15.B. Reduction in subscription charge**

If, in connection with change or relocation of existing connections to the service, TDC fails to meet the agreed time of delivery, see Clause 4, or if faults occur in TDC's public telecommunications network or the service which cause the connection to be disconnected, TDC will, at the customer's request, grant the customer a proportional reduction in the subscription charge for the period in question. However, the reduction is only granted if the disconnection has lasted more than 48 hours from the time the fault was reported, and if the amount exceeds DKK 25.

Disconnections caused by faults in the customer's equipment or the customer's internal network, see Clauses 5 and 6, do not entitle the customer to a reduction in the subscription charge.

As regards Services with no permanent installation (mobile services and Internet access via WiFi/Hotspot), any disconnections caused by a lack of cov-

erage or local network overload will not entitle the customer to any reduction in the subscription charge.

The amount is deducted on a subsequent invoice for subscription charges.

### **15.C. Liability in damages**

TDC is liable in damages pursuant to the applicable general rules of Danish law for any loss sustained as a result of acts or omissions on the part of TDC or anyone acting on behalf of TDC, subject to the limitations set out below:

- A. TDC is not liable in damages for any loss arising from disconnections, disruptions or changes to TDC's public network and Services in connection with measures that are deemed necessary for technical, maintenance or operational reasons or which are ordered by the authorities, unless TDC has neglected to limit the resulting inconvenience.
- B. TDC is not liable in damages for any indirect loss, including loss of profit, production loss, loss due to inability to use the service as intended, loss due to termination, breach or the like of an agreement with a third party.
- C. TDC is not liable in damages for any loss caused by a change in the content of data received or sent by the customer due to a communications error.
- D. TDC is not liable in damages for any loss caused by unsolicited or unwanted submission of data to the customer or by the customer's loss of personal data or installed software.
- E. TDC is not liable in damages for any loss caused by an unauthorised party's access to the customer's data and/or systems or for an unauthorised party's bugging of the customer's connections to the service.

### **15.D. Force majeure**

TDC is not liable in damages, see Clause 15.C, if the non-delivery or the disconnection etc. is due to matters beyond TDC's control, including, but not limited to, lightning strikes, power cuts, floods, fire, war, strike and lockout, including strike and lockout among TDC's own employees and any sub-suppliers.

## **16. Assignment of the agreement**

Subject to TDC's consent, the customer may assign the (subscription) agreement to a new customer, see Clause 2. TDC may require that both the current customer and the future customer accept the assignment in writing.

Furthermore, TDC is entitled to demand that the previous customer settle any due debt or provide security, see Clause 13, for payment of his debt under the agreement until such debt has been paid in full.

The current and the previous customer must agree on a date of assignment with TDC. However, the assignment is not effected until the future customer has received an order confirmation from TDC. At this time, the current customer must settle his account with TDC. The future customer is liable under the agreement for any payment obligations arising after the date of assignment.

In connection with the assignment, TDC is entitled to charge a fee for such assignment from the future customer.

TDC is entitled to assign the agreement at any time to another company within the TDC Group in which TDC A/S has a direct or indirect controlling interest. However, agreements on universal service obligation (USO) services may only be assigned if the company takes over TDC's universal service obligation at the same time.

## **17. Termination and minimum subscription period**

If the customer is a residential customer and a minimum subscription period (period of interminability) has been agreed, the agreement cannot be terminated by the customer for a period of six months from conclusion of the agreement, see Clause 21. TDC's order confirmation states whether a minimum subscription period has been agreed. The residential customer is entitled to terminate the agreement at no less than one month's notice effective from the end of the minimum subscription period. The residential customer is further entitled to terminate the agreement with immediate effect against payment of an amount that covers the subscription charge until the expiry of the minimum subscription period.

If the customer is a business customer, the agreement cannot be terminated by the customer for at least 12 months from delivery, see Clause 4 (minimum subscription period). The business customer is thereafter entitled to terminate the agreement at a notice of no less than three months (notice period). The business customer is further entitled to terminate the agreement with immediate effect against payment of an amount that covers the subscription charge for the minimum subscription period and the notice period. TDC's order confirmation and/or separate written agreement, if any, concluded be-



tween the business customer and TDC contains information on the scope of the minimum subscription period.

If the customer is a residential customer, the customer is otherwise entitled to terminate the agreement at no less than one month's notice or with immediate effect against payment of an amount covering the subscription charge until the expiry of the notice period.

If the customer is a business customer, the customer is otherwise entitled to terminate the agreement at no less than three months' notice or with immediate effect against payment of an amount covering the subscription charge until the expiry of the notice period.

Upon TDC's notification of a change in the terms and conditions and prices, see Clause 19, the customer is, however, entitled, within the notice period, to terminate the agreement for expiry at the end of the notice period at no less than 14 days' notice, irrespective of any minimum subscription period and irrespective of the normal notice period. Changes that can be effected without prior notification do not, however, justify termination as described above.

TDC settles the parties' account at the time of the expiry of the agreement and repays or collects any difference exceeding DKK 25.

In addition, the customer is entitled to terminate supplementary agreements on subscription types or value-adding services etc. at any time at no less than one month's notice if the customer is a residential customer, and no less than three months' notice if the customer is a business customer.

TDC will confirm the customer's termination in writing.

TDC is entitled to terminate the agreement without notice if the customer's connection to the service has been disconnected due to breach in accordance with Clause 14.

Furthermore, agreements covered by TDC's universal service obligation may generally not be terminated by TDC. If TDC's universal service obligation concerning Services or supplementary services covered by TDC's universal service obligation is cancelled, TDC may terminate the agreement or parts thereof at no less than six months' notice. If required as a result of changes in TDC's public telecommunications network and telecommunications services, TDC may also terminate an agreement covered by TDC's universal service obligation at three months' notice and offer the customer a similar agreement that fulfils TDC's universal service obligation.

Agreements that are not covered by TDC's universal service obligation may be terminated by TDC at three months' notice, including if TDC ceases to offer the Service.

If TDC in full or in part ceases to offer subscription types or value-adding services not covered by TDC's universal service obligation, TDC may terminate the agreement or parts thereof at no less than one month's notice or convert the agreement to another corresponding value-adding service or another corresponding subscription type or a standard subscription for the service in question. The customer will be notified of the termination or conversion by TDC issuing a written notification, possibly together with an invoice or in text on the payment overview from the customer's bank or Nets A/S (formerly PBS).

### **18. Modifications to TDC's public telecommunications network and telecommunications services**

TDC is entitled to make the necessary modifications to TDC's public network and Services to ensure the satisfactory operation thereof or to meet regulatory requirements. TDC will endeavour to give the customer reasonable notice of any changes if TDC finds the change to be of significant importance to the customer's use of the Service.

### **19. Changes in terms and prices**

TDC may change these terms and conditions, supplementary service-specific subscription terms, separate additional terms and conditions as well as subscription charges, usage charges and fees, see Clause 11, at no less than one month's notice.

Price increases may be effected due to general inflation and market development in prices of the services delivered as well as in the event of increased costs for TDC or the need for enhanced profitability and earnings.

The customer will be notified of changes through publication on TDC's website, advertising in Danish national newspapers or by TDC issuing a written notification, possibly together with an invoice or in text on the payment overview from the customer's bank or Nets A/S (formerly PBS). The customer will, however, be notified of significant changes by TDC issuing a written notification, possibly together with an invoice or in text on the payment overview from the customer's bank or Nets A/S (formerly PBS). Changes, including significant changes, may also be announced via electronic notification to the customer if the customer has concluded an agreement on electronic communication, see Clause 10.

Changes that are not unbeneficial to the customer may take place without notice by publication on TDC's website. Changes of a purely beneficial nature, including general price reductions, may, however, be effected without notice or publication.

Changes in one-off charges, including service connection charges and relocation charges etc., may take place without prior notice through publication in TDC's price lists.

### **19.A Indexation – business customers**

If the customer is a business customer, TDC may, once a year on 1 January and without notice, adjust the prices for services in accordance with the subscription agreement, see Clause 11, by the annual increase in the Danish consumer price index (overall consumer price index according to Statistics Denmark) of the previous two years, however by at least 2% and rounded up to the nearest DKK krone (for prices stated in DKK kroner) or the nearest DKK øre (for prices stated in DKK øre). In addition, TDC may change prices at any time as specified in Clause 19.

The annual increase in the consumer price index is the average annual percentage change in the consumer price index as published on the Statistics Denmark website in January of the previous calendar year, stated with one decimal point. The adjustment of TDC's prices on 1 January takes place according to the following formula: Price in force, exclusive of VAT, plus price in force, exclusive of VAT, multiplied by the latest published annual percentage increase in the consumer price index (i.e. the annual increase of the previous two years), however at least 2%, and rounded up to the nearest DKK krone (for prices stated in DKK kroner) or the nearest DKK øre (for prices stated in DKK øre). The adjustment takes place for the first time on 1 January 2014 using the annual increase in the consumer price index for 2012.

If calculation of the consumer price index should be discontinued, TDC may adjust prices in accordance with the development in another corresponding official index that measures the same price development.

If TDC carries out indexation, TDC will state at [tdc.dk/indeksregulering](http://tdc.dk/indeksregulering) in December which prices are indexed.

## **20. Disputes and complaints**

Agreements on delivery and operation of Services are governed by Danish law.

In case of a dispute between the customer and TDC about issues arising from the agreement, the customer may complain to TDC. TDC will normally make a decision on the matter no later than three months after the complaint has been filed.

If the customer is a residential customer, TDC's decision may be brought before the Telecommunications Appeals Board, Axeltorv 6, 3. sal, DK-1609 Copenhagen V, tel. +45 33 18 69 00, [www.teleanke.dk](http://www.teleanke.dk).

Furthermore, disputes may be brought before the ordinary Danish courts of law by either party in accordance with current regulations.

## **21. Commencement**

If the customer is a business customer, the agreement concluded between the customer and TDC enters into force on the date of conclusion of the agreement, see Clause 1.

If the customer is a residential customer, the agreement concluded between the customer and TDC enters into force on delivery, see Clause 4.

These terms and conditions enter into force on July 27<sup>th</sup> 2019.

## **22. Useful numbers – customer service, fault reporting and emergency calls**

### **Customer service and support**

Telephone +45 70 70 90 90

Web tdc.com

### **Public emergency services**

Telephone 112

TDC Erhverv A/S

Teglholmsgade 1

DK-0900 Copenhagen C

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