

## Subscription Terms for TDC's Mobile 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. Subscription agreement

The following service-specific subscription terms apply to agreements on subscription to TDC's mobile services in addition to the General Terms and Conditions for Delivery and Operation of TDC's Services ('TDC's General Terms and Conditions'). In the event of a conflict between the terms and conditions, these service-specific Subscription Terms for TDC's Mobile Services will prevail.

TDC's mobile services include both mobile data services, see Clause 6.D, and mobile telephony services, and the services are based on the following technologies:

<b>Generation of mobile services</b>	<b>Technology</b>	<b>Theoretical maximum data speeds (download)</b>
2G	GSM	(voice calls only)
	GPRS	54 kbps
	EDGE	200 kbps
3G	UMTS	384 kbps
	UMTS/HSDPA	14.4 Mbps
	UMTS/HSDPA+	21 Mbps (expected speed between 2 and 12 Mbps (download) and between 1 and 4 Mbps (upload) for 70% of all outdoor data calls, evenly distributed geographically)
	UMTS/HSDPA+ Dual Carrier	42 Mbps (expected speed between 4 and 20 Mbps (download) and between 1 and 4 Mbps (upload) for 70% of all outdoor data calls, evenly distributed geographically)
4G	LTE 20 MHz	150 Mbps (expected speed between 17 and 71 Mbps (download) and between 5 and 43 Mbps (upload) for 70% of all outdoor data calls, evenly distributed geographically)

TDC's mobile services are collectively referred to as the 'Service' or the 'Mobile Service'.

A subscription to the Mobile Service comprises the following:

- One or more connections to the Mobile Service. In some cases, however, 4G access requires the conclusion of a separate supplementary agreement.

- Possibility of using the Mobile Service with the functions and features available at any time for the subscription type chosen by the customer. The customer can, for example, make calls to and receive calls from other customers with TDC or customers with other providers of telecommunications networks or telecommunications services if TDC has concluded an interconnection agreement with the providers of these networks or services.
- Access to subscribing to supplementary services, functions and features (value-adding services) which are offered under the subscription type chosen.

## **2. Area covered and mobile data speeds**

Information about the calculated radio coverage in Denmark at any time can be found on TDC's coverage map, which is available at [tdc.dk](http://tdc.dk). TDC's mobile services can only be used in areas with radio coverage for the technology in question (2G, 3G or 4G), see Clause 1, and the experienced speed when using TDC's mobile data services, see Clause 6.D, will depend on whether the customer is located in an area with 2G, 3G or 4G coverage. TDC's coverage map contains information about the expected speeds, distributed on geographical areas, which the Mobile Service can provide. In some cases, 4G access requires the conclusion of a separate supplementary agreement.

Within the area covered, the experienced coverage when using TDC's mobile services, including the experienced speed when using TDC's mobile data services, may vary depending on the number of concurrent users of the mobile site, the customer's distance to the mobile site and location (indoor or outdoor) as well as the surroundings and the landscape in general (topography).

The maximum speed when using TDC's mobile data services will also depend on the subscription type chosen. Unless otherwise specified in the additional terms and conditions for the subscription type chosen, TDC's mobile data services will be provided with full access to 3G data speeds in areas with 3G coverage, i.e. an expected speed of between 4 and 20 Mbps (download) and between 1 and 4 Mbps (upload) for 70% of all outdoor data calls, evenly distributed geographically.

Use of TDC's mobile services also requires that the customer's terminal equipment supports the technology in question (2G, 3G and/or 4G). The quality of the terminal equipment used, including the quality of the antenna of the terminal equipment, also affects the coverage experienced by the customer.

## **3. Usage charging**

### **3.A. Usage in and from Denmark – per-minute charging**

If the customer is a residential customer or a small business customer, see Clause 2.A of TDC's General Terms and Conditions, the customer's usage of calls from Denmark to other countries is calculated and charged per commenced minute (per-minute charging). The additional terms and conditions for the subscription type chosen by the customer will stipulate whether the customer's call usage in Denmark is calculated and charged per commenced second or per commenced minute.

If the customer is a business customer, the customer's usage of calls in Denmark and from Denmark to other countries is calculated and charged per commenced minute (per-minute charging).

The customer's call usage abroad (roaming) is calculated and charged as described in Clause 3.B.

Irrespective of the provisions above, calls to 118 (directory enquiry services) and to telephone numbers starting with 90 are calculated and charged per commenced second.

The customer's mobile data usage in Denmark is calculated and charged as described in Clause 6.A.

### **3.B. Usage abroad (roaming)**

Unless otherwise agreed, the Mobile Service can be used in some foreign countries via foreign mobile providers' networks (roaming) if TDC has concluded a roaming agreement with the providers of such foreign networks. Information about the foreign mobile networks that the customer can use is available at tdc.dk. If the subscription type chosen is blocked for roaming, this will be stipulated in the additional terms and conditions for the subscription type chosen.

TDC is not liable for the coverage, quality, security or provision of services etc. in foreign mobile networks. Nor is TDC liable for foreign providers' use of customer data, see Clause 8 of TDC's General Terms and Conditions.

Payment for use of foreign mobile providers' networks (roaming charges) is charged via the customer's invoice, see Clause 12 of TDC's General Terms and Conditions. Roaming charges are levied both for calls received by the customer and calls – including data calls, see Clause 6 – made by the customer. If the customer is a business customer, the customer must also pay an operator fee per call received in some countries outside the EU and the Nordic countries. The operator fee will depend on the mobile network used by the customer while abroad.

The customer's usage abroad within the EU and in Norway, Iceland, Switzerland and Liechtenstein (collectively referred to as the 'EU') during periodic travel within the EU, is charged in the same way as if the usage was in Denmark (roam-like-at-home, see the EU roaming regulation). If the customer uses the Mobile Service in the EU for other than periodic travel in the EU, TDC is entitled to charge a special usage rate (EU surcharge), in line with Clause 3.C on reasonable usage in the EU. If the customer's subscription includes a certain usage volume (voice call package, data package or text and multimedia messaging package), the usage included may be used in the same way in both Denmark and the EU, and with the terms and conditions and restrictions for use of the package that follow from the additional terms and conditions for the subscription type chosen. However, if the customer's subscription includes a data package, TDC is entitled to charge a special usage rate (EU surcharge) for the customer's EU mobile data usage that exceeds a limit for reasonable usage in the EU, in line with Clause 3.C.

The customer's call usage while abroad will be calculated and charged per commenced minute (per-minute charging). However, where an EU surcharge is levied for the customer's call usage in the EU, in line with Clause 3.C, the EU surcharge is calculated and charged per commenced second (per-second charging), subject to a minimum charge of 30 seconds per commenced call for calls initiated by the customer.

The customer's mobile data usage abroad is, moreover, calculated and charged as described in Clause 6.A.

### **3.C. Policy on fair use in the EU**

If the customer's subscription to the Mobile Service provides access to usage in the EU, the customer is entitled to use the Mobile Service during periodic travel within the EU at the same rate as if the usage occurred in Denmark, see Clause 3.B. However, if the customer does not have a domicile in Denmark or other permanent connection to Denmark, Clause 3.C.a applies.

If the customer misuses the Mobile Service in the EU or uses it abnormally, including use of the Mobile Service in the EU for other than periodic travel within the EU, TDC is entitled to charge a special usage rate (EU surcharge) for the customer's roaming usage in the EU – after notifying the customer in advance as described below.

The following conditions, among others, will be deemed misuse or abnormal usage of the Mobile Service in the EU:

- A. The customer's usage of the Mobile Service in the EU is for purposes other than periodic travel in the EU.

- B. The customer's usage of TDC's mobile services – registered over a period of at least four months – shows that the customer's primary usage is not in Denmark, and that the customer is not primarily staying in Denmark.
- C. The customer's SIM card is inactive for long periods of time and also primarily used for roaming.
- D. The customer has several mobile subscription agreements and uses the subscriptions and the associated SIM cards successively for roaming.

TDC will inform the customer if misuse in accordance with Clauses A-D is registered. TDC is entitled to charge an additional EU surcharge from the time of TDC's notification if the customer does not change his usage pattern within two weeks, such that there is actual usage in Denmark or time spent in Denmark. TDC will cease charging the EU surcharge when the customer's usage pattern – registered over a period of at least four months – shows that the customer's primary usage is in Denmark, or that the customer is primarily staying in Denmark.

If the customer's subscription for the Mobile Service includes a data package, TDC is entitled to charge a special usage rate (EU surcharge) for the customer's EU mobile data usage that exceeds the limit for reasonable data usage in the EU shown in the price list for the chosen type of subscription (fair use limit).

### **3.C.a. Usage by foreign customers in the EU**

At the conclusion of the agreement or at a later time, TDC may request documentation showing that the customer has a domicile in Denmark or some other permanent connection to Denmark involving frequent and prolonged stays in Denmark, such as stays due to permanent full-time employment in Denmark, full-time study in Denmark that requires regular attendance, or other situations that lead to a frequent and prolonged physical presence in Denmark.

If the customer is unable to produce the above documentation, TDC is entitled to charge a special usage rate (EU surcharge) for all roaming usage in the EU and Norway, Iceland, Switzerland and Liechtenstein (collectively referred to as the 'EU'). Alternatively, TDC may choose to reject the customer's request to establish a mobile subscription or terminate the customer's existing mobile subscription.

## **4. Telephone number**

#### **4.A. Number allocation**

TDC will allocate one telephone number to the customer for each connection to the Service. In very special circumstances, TDC is entitled to change the number without liability if required due to technical or operational reasons. The customer will be informed of any such changes at the earliest possible time.

Change of a telephone number at the customer's request is usually possible. TDC is entitled to charge a separate payment for this service.

TDC may demand a surcharge for the allocation of selected telephone numbers.

If the customer has entered into an agreement on the allocation of a number block, the number block may only be cancelled together and cannot be split into individual numbers.

#### **4.B. Number porting**

In connection with the establishment of a subscription to TDC's mobile services, TDC may offer the customer transfer and allocation of the same telephone number that the customer used with his previous provider (number porting import). If the customer orders number porting import, the termination of the customer's agreement with the previous provider and the request for number porting must take place via TDC. TDC is entitled to charge payment for number porting import.

If the customer orders number porting import, TDC will send an order confirmation to the customer stating the date of the implementation of the number porting:

- If the customer orders number porting import without specifying a desired date, the number porting will, at the earliest, be implemented at the expiry of the customer's notice period and/or minimum subscription period with his previous provider.
- If the customer orders number porting and specifies a desired date (number porting import with desired date), the number porting will be implemented on the desired date or as soon as possible thereafter. However, number porting with a desired date can, at the earliest, be implemented at the end of the next working day after the customer's request for number porting has reached the customer's previous provider via TDC.

If the customer orders number porting with a desired date and the desired date is before the expiry of the customer's agreement with his previous provider, the customer should be aware that his previous provider is entitled to

charge payment for the remaining part of the customer's notice period and/or minimum subscription period with his previous provider.

If the number porting is not implemented on the agreed date stated in the order confirmation, the customer is entitled to compensation, unless the lack of timeliness is attributable to circumstances at the customer. Likewise, the customer is entitled to compensation if the number porting results in disconnection of the customer's connection for more than one day, or if number porting is implemented without the customer's request. The compensation amount is set off against subsequent invoicing of the customer. The compensation amount is specified in the price list.

If the customer terminates the subscription agreement with TDC, the customer is entitled to have the telephone number transferred to his new provider (number porting export). In the event of number porting export, the customer's termination must take place via the customer's new provider. TDC does not demand payment for number porting export.

#### **4.C. Directory data**

For each connection to the Mobile Service, the customer is entitled to a brief entry, free of charge, in TDC's publicly available directory database (TDC's customer database). A brief entry typically lists name, occupation, address and telephone number (directory data).

The customer is liable for ensuring that the entry does not infringe any third-party rights.

The customer is entitled to request a change of the customer's directory data by contacting TDC. TDC registers such changes in TDC's directory database immediately after receiving the customer's request. Such changes will also affect data which TDC delivers to third-party databases etc. if a third party has entered into agreement with TDC on updating of data.

The customer may demand that all or parts of the customer's directory data be kept ex-directory, which means that the data cannot subsequently be used in connection with the provision of directory enquiry services and the like. In this connection, the customer may choose to be registered in the directory database with the customer's name and address only and with information that the telephone number must not be listed (ex-directory number (*hemmeligt nummer*)) or choose not to be registered at all with any of the customer's directory data in connection with the provision of directory enquiry services or the like (ex-directory customer data (*udeladt nummer*)).

TDC is under an obligation to pass on the directory data registered in the directory database to all parties that so request, including list brokers and providers of directory enquiry services and telephone directories. The directory data are also passed on for use by TDC's Directory Enquiry Service 118. Di-



rectory data that the customer has demanded be kept ex-directory will not be passed on by TDC to a third party. Directory data may, however, always be passed on to the Emergency Services 112, to the police and to other providers of telecommunications networks and telecommunications services for signalling purposes.

In pursuance of the Danish Civil Registration System Act (*Lov om Det Centrale Personregister (CPR)*), the customer is entitled, by application to the customer's municipality of residence, to have a mark inserted in the civil registration system indicating that the customer declines to be contacted for marketing purposes. Such marking protects the customer against marketing from a third party which has obtained directory data from TDC's directory database. The third party in question is responsible for verifying that the customer has had a mark inserted in the civil registration system.

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

## **5. Supplementary services, functions and features (value-adding services)**

TDC offers, among other services, the supplementary services, functions and features (value-adding services) described in Clauses 5.A-5.G.

### **5.A. Optional value-adding services**

- A. Price information.
- B. Invoice categorised by charge type – invoice divided into charging categories.
- C. Itemised invoice – invoice itemised on all usage-charged services.
- D. Balance statement (*Regningsstatus*).
- E. Balance monitoring (Balance Max (*Saldomax*)) – agreed maximum usage balance.
- F. Outgoing call barring.
- G. Barring of content-charged services, see Clause 5.F.
- H. Barring/opening of information and content services (surcharged information and content services via telephone numbers that start with 901-905).

Information for use for balance statement and balance monitoring, see the value-adding services mentioned in Clause 5.A, items D and E, is as a minimum updated at an interval of 24 hours. In some cases, however, for example in connection with roaming, see Clause 3, or calls to special services, the information may be delayed even further.

The customer can obtain information about any payment for the optional value-adding services at TDC's website or by contacting TDC.

### **5.B. Call Barring Specific Countries (*Udlandsvogter*)**

The customer may subscribe to barring of the customer's telephone connection for calls to a number of specific countries and destinations with high usage rates ('Call Barring Specific Countries').

TDC can add and remove a country or a destination from Call Barring Specific Countries following a detailed assessment of the current use of the number blocks of the country or destination in question. Information about the countries and destinations that are included in Call Barring Specific Countries can be obtained by contacting TDC.

No notice is given of changes to the list of countries and destinations included in Call Barring Specific Countries. TDC is not liable for any lack of, or delayed, updating of Call Barring Specific Countries.

Call Barring Specific Countries only works in connection with calls made from TDC's network in Denmark.

Call Barring Specific Countries does not prevent calls made via free carrier selection.

The customer may cancel Call Barring Specific Countries by contacting TDC in writing or in person.

### **5.C. Caller ID (calling number identification presentation)**

The customer may block caller ID permanently or on a call-by-call basis so that the customer's telephone number is not transmitted for presentation to the called party. Customers who have chosen permanently blocked caller ID may choose to transmit their telephone number on a call-by-call basis. Furthermore, the customer may choose fixed permanent caller ID blocking so that the customer's number is never transmitted – not even on a call-by-call basis.

If the customer has an ex-directory number or ex-directory customer data, see Clause 4, TDC will establish fixed permanent caller ID blocking unless otherwise agreed with the customer.

When text and multimedia messages are sent, see Clause 5.D, the customer's telephone number is transmitted to the receiver of the text or multimedia message. This applies regardless of whether the customer has an ex-directory number or ex-directory customer data, see Clause 4.C.

Caller ID can never be blocked for calls to the Emergency Services 112.

At the customer's request, TDC will, moreover, establish permanent caller ID blocking free of charge. For customers with ex-directory numbers or ex-directory customer data, TDC will activate caller ID at the customer's request free of charge. TDC is entitled to charge a fee from the customer for any subsequent reopening or blocking.

Unless otherwise agreed with the customer, caller ID for incoming calls to the customer is included in the subscription to the Mobile Service, if this is technically possible and if the calling party has not blocked caller ID. The use of caller ID requires that the customer's terminal equipment is designed for this service.

#### **5.D. Text and multimedia messaging**

The customer may, against payment, send and receive text messages (SMS) and multimedia messages (MMS), including text and multimedia messages that are subject to separate content charging (content-charged services), see Clause 5.F.

When text and multimedia messages are sent, the telephone number is transmitted to the called customer if this is technically possible. This also applies if the customer has an ex-directory number or ex-directory customer data, see Clause 4.C. Use of text and multimedia messaging requires that the terminal equipment is designed for this service.

At the customer's request, TDC will, moreover, establish permanent blocking of the sending of text messages and/or multimedia messages free of charge. TDC is entitled to charge a fee from the customer for any subsequent reopening or blocking.

TDC does not check, and is not liable for, the content of any text and multimedia messages received or sent by the customer.

#### **5.E. Call Forwarding**

The customer has access to Call Forwarding, enabling the customer to forward incoming calls to an optional Danish telephone number.

Ordinary usage charges (call setup charge and per-minute rate) are levied for the forwarded calls.

Unless otherwise stated in the price list for the subscription type chosen, no usage charges are levied for calls forwarded to Voicemail (call answering service).

### **5.F. Content-charged services**

The customer may buy content-charged services, in the form of services and goods, via text messages, multimedia messages or the Internet/mobile data, see Clause 6. The customer may, for example, buy a content-charged service by stating a specific order code in a text message to a specific four-digit number (application code) or via the Internet.

Content-charged services include bus tickets, cinema tickets, magazines, purchases from vending machines, Internet purchases, ring tones, music, games, chat, news, weather forecasts, mobile TV, subscription-based services or access to electronic media content. The cost of the services is added to the usage rate normally paid by the customer for sending text messages and multimedia messages and for using mobile data. Information about the prices for the services is provided in connection with the marketing of the services.

The maximum amounts charged for the different categories of content-charged services (e.g. subscription services, competitions etc.) are available at TDC's website or by contacting TDC.

The customer is responsible for ensuring that the customer's mobile phone supports the service ordered.

Content-charged services are offered by TDC and by other content providers. In both cases, payment for the services is charged by TDC on the customer's mobile invoice, see Clause 12 of TDC's General Terms and Conditions.

The customer is liable for payment when purchasing the content-charged services, see Clause 2 of TDC's General Terms and Conditions. This also applies if the customer allows other persons to use the customer's mobile phone, including children.

For content-charged services, the customer is liable for other persons' unauthorised use of the SIM card as a means of payment if a personal secret code for the SIM card has been entered immediately prior to any purchase to the extent to which this follows from the Danish Payment Services Act (*Lov om betalingstjenester*), see Clause 7.B.

The customer is not liable for other persons' unauthorised use of the SIM card as a means of payment if the purchase can be completed without using a personal secret code for the SIM card. The customer is always liable, however, if the customer has acted fraudulently or wilfully in connection with the abuse.

See Clause 7.B for the liability provisions of the Danish Payment Services Act. The Danish Financial Supervisory Authority, the Danish Consumer Ombudsman and the Danish Competition and Consumer Authority supervise the Danish Payment Services Act.

The customer receives a receipt via text message for all single purchases of a value exceeding DKK 75, for all subscription-based services irrespective of the amount as well as for all services and goods not delivered directly on the mobile phone. The price for the customer's purchase of content-charged services is also stated on the customer's itemised invoice, and TDC offers the customer access to monitoring the usage continuously via online self-service.

TDC offers the customer a number of possibilities of ensuring that the customer can keep track of the cost of purchasing content-charged services, see Clause 5.A, including the possibility of blocking content-charged services and the possibility of balance monitoring. In addition, the customer may choose to receive monthly invoices, see Clause 12 of TDC's General Terms and Conditions.

If the customer has any questions about or problems with content-charged services, the customer may contact TDC. TDC may refer the customer's questions and complaints concerning the content of the services to the content providers. Any questions or complaints concerning the charging of the services can be addressed to TDC, see Clause 20 of TDC's General Terms and Conditions.

### **5.G. YouSee Music**

YouSee Music may be included in the subscription to the Mobile Service in some subscription types. TDC's product information for the subscription type chosen specifies whether the customer is entitled to use YouSee Music. If the customer has access to YouSee Music, the customer may in some cases opt out of YouSee Music and thereby obtain a reduction in the subscription charge. Information about the possibility of opting out of YouSee Music can be obtained by contacting TDC.

Separate Additional Terms and Conditions for YouSee Music apply to the customer's access to YouSee Music.

When using YouSee Music via mobile data services and when using YouSee Music abroad, the customer must be aware that the mobile data service provider may demand payment for use of the data volume measured in megabytes (MB) which YouSee Music uses. When music is streamed, YouSee Music uses up to 8 MB per piece of music of four minutes. For agreements on subscription to TDC's mobile services concluded before 27 June 2016, however, no usage charge is levied for data traffic in connection with streaming of music in Denmark when using YouSee Music under the customer's subscription to TDC's mobile services.

Business customers must be aware that special VAT and tax rules may apply to employees' private use of YouSee Music.

## **5.H. WiFi calls**

WiFi calls (telephony via wireless Internet connection) may be included in the subscription to TDC's mobile services. The additional terms and conditions for the subscription type chosen will state whether WiFi calls are included in the subscription. In some cases, the customer furthermore has the possibility of concluding a separate supplementary agreement on the use of WiFi calls.

WiFi calls allow the customer to receive and make calls – including calls to the Emergency Services 112 – via a random WiFi connection in Denmark to which the customer's mobile phone has access. WiFi calls require the use of a Danish IP address and cannot be used abroad. WiFi calls do not provide access to sending and receiving text or multimedia messages.

WiFi calls can improve the indoor voice quality if the radio signal from TDC's public mobile network (mobile coverage), see Clause 2, is limited indoors – for example due to the building construction and insulation. The experienced call quality when using WiFi calls may vary depending on the number of simultaneous users of the WiFi connection as well as the distance between the WiFi router and the mobile phone.

Calls via WiFi telephony may be interrupted if the customer leaves the area covered by the WiFi network, as the handover of ongoing calls from the WiFi network to TDC's public mobile network requires 4G coverage, see Clause 2.

Ordinary usage charges (call setup charge and per-minute rate) are collected for calls made via WiFi telephony. If the customer's subscription includes a certain usage volume (voice call package or Unlimited Voice (*Fri Tale*)), the usage included may be used in the same way for WiFi calls in Denmark.

The use of WiFi calls requires that the mobile phone is designed for this service, and that the mobile phone is updated with software supporting VoLTE and WiFi calls in TDC's mobile network. The customer must activate WiFi calls on the mobile phone via the mobile phone settings.

## **6. Mobile data services**

### **6.A. General information about TDC's mobile data services – usage charging**

The customer may use TDC's mobile data services, see Clauses 1 and 2, which give the customer mobile Internet access etc. Use of TDC's mobile data services requires that the customer's terminal equipment is designed for these services and that the customer's equipment has been set up correctly.

Calculation and charging of the customer's usage of mobile data services are based on the data volume, measured in megabytes (MB), which the customer

sends or receives (data traffic) and in accordance with the interval charging principles and any data package included as described below. TDC recommends that the customer keep in mind that data are being sent and received – and that usage is therefore settled – in any situation in which the mobile data services are used, including when using the Internet and sending emails as well as when downloading applications and updates.

#### **6.A.A. Usage charging of mobile data in Denmark**

The customer's data usage in Denmark is calculated and charged per commenced 10 kilobytes (kB) per data connection, unless otherwise specified in the additional terms and conditions for the subscription type chosen.

If the subscription does not include a data package and if the customer is a residential customer or a small business customer, see Clause 2.A of TDC's General Terms and Conditions, the following terms apply to the invoice limit for mobile data usage in Denmark and speed reduction, unless otherwise agreed:

A. For residential customers created on 11 July 2011 or later:

- The customer's mobile data usage in Denmark is calculated and charged per day on which mobile data are used, irrespective of the size of the customer's usage on the day in question. The customer is consequently charged a fixed amount per day on which mobile data are used. However, if the customer's mobile data usage is less than 50 kB per day, the usage is not charged.
- If the customer's usage of mobile data exceeds a usage limit of 300 MB per month, the speed of the customer's connection is reduced – but not below 64 kbps.

B. For residential customers created before 11 July 2011 and for small business customers, see Clause 2.A of TDC's General Terms and Conditions:

- TDC does not charge payment for the customer's mobile data usage in Denmark in excess of DKK 1,100 per month (invoice limit) incl. VAT. If charges concerning the customer's subscription to TDC's mobile services are invoiced via the phone bill for the customer's landline subscription with TDC, the limit is calculated per calendar month. If charges concerning the customer's subscription to TDC's mobile services are invoiced separately, the limit is calculated per invoice month.
- If the customer's usage of mobile data exceeds a usage limit of 10 GB per month, the speed of the customer's connection is reduced – but not below 64 kbps. If the customer has entered into a supplementary agreement on a data package, a lower usage limit than 10 GB may apply.

### **6.A.B. Usage charging of mobile data abroad (data roaming)**

Special usage charges are levied for the use of mobile data services from abroad, see Clause 3.B on roaming.

If the customer is a residential customer or a small business customer, see Clause 2.A of TDC's General Terms and Conditions, the customer's data usage abroad is calculated and charged in the following way:

- Mobile data usage in the EU is charged per 1 kB.
- Mobile data usage in the rest of the world is calculated and charged per commenced 50 kB per data connection. For subscriptions created before 1 October 2012, however, mobile data usage in the rest of the world is calculated and charged per commenced 10 kB per data connection.

If the customer is a business customer, the customer's data usage abroad is calculated and charged in the following way:

- Mobile data usage in the EU is charged per 1 kB.
- Mobile data usage in the rest of the world is calculated and charged per commenced 100 kB per data connection.

Unless otherwise agreed with the customer, the customer's connection is automatically blocked from using mobile data abroad when the customer has used mobile data abroad totalling DKK 450 incl. VAT/DKK 360 excl. VAT per calendar month (usage limit). When the customer's connection is blocked from using mobile data abroad, the customer can actively choose additional usage of mobile data abroad.

### **6.B. Customer's liability when using mobile data services**

TDC does not undertake to check and is not liable for the information made available to the customer when the customer accesses the Internet. This includes information from websites, emails, links, newsgroups or chat groups etc.

When downloading material from the Internet or when opening programs received by email, the customer may run the risk of infecting the customer's hardware and software with virus. TDC has no influence on this and cannot be held liable for any damage or loss resulting from this.

The customer is liable for all information made available to others by the customer via the Internet service.

The customer's use of artistic, literary or other works protected by copyright without the copyright holder's consent may constitute an infringement of third-party copyrights. Use of such works may, for example, take place when distributing or downloading material. The customer is liable for ensuring that adequate consent has been obtained from the relevant copyright holders for the use of such works.



In connection with the customer's trading on the Internet or purchasing of Internet services from a third party, TDC is not liable for any amounts outstanding between the customer and the third party.

### **6.C. Customer's breach when using mobile data services**

In the event of the customer's material breach of the customer's obligations under the subscription agreement, TDC is entitled to disconnect the customer's connections to mobile data services or restrict the customer's access to using mobile data services.

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

- A. The customer port scans other computers on the Internet or gains unauthorised access to systems connected to the Internet (hacking).
- B. The customer's connection is being, or may potentially be, abused, with or without the customer's knowledge, for spreading viruses, spamming, phishing or the like.
- C. The customer infringes third-party copyrights by downloading or distributing material or the like.
- D. The customer deletes or falsifies transmission information, including IP addresses or header information.
- E. The customer repeatedly violates the unwritten rules on good Internet behaviour applicable at any time.

Termination of the customer's access to mobile data services does not lead to a reduction in the subscription charge for the period in question.

When the customer's connection to mobile data services has been disconnected in accordance with the above, TDC may terminate the agreement on mobile data services without notice.

The provisions on breach contained in Clause 14 of TDC's General Terms and Conditions also apply.

### **6.D. Reliability and speed of mobile data services**

The special nature of the Internet means that variations may occur in the communication speed via mobile data services.

The speed of TDC's mobile services also depends on the coverage and the subscription type chosen, see Clause 2. The speed determines how fast the

customer's access to the Internet is, including how quickly the customer can access websites, download data etc.

TDC is entitled to make the necessary changes to TDC's mobile data services to ensure the satisfactory operation thereof or to meet public authority 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.

In special cases, TDC reserves the right to temporarily restrict or limit the possibilities of using mobile data services for operational or security-related reasons.

TDC also reserves the right to:

- A. Test for any open ports (including proxies) and open email servers (relays) on the customer's equipment that may give rise to abuse.
- B. Reject incoming and outgoing emails which are believed to be, for example, viruses, spam or phishing.
- C. Block third-party connections to TDC's Internet service if TDC finds that the connection is being, or may potentially be, abused for the purpose of spreading viruses, spamming, phishing or the like.
- D. Limit the number of emails per time unit.

## **7. Loss and unauthorised use of the SIM card**

### **7.A. SIM card**

When concluding the subscription agreement, the customer receives a SIM card with two secret codes: a Personal Identification Number (PIN code) and a Personal Unblocking Key (PUK code). The PIN code and PUK code are used to prevent abuse of the SIM card. The SIM card, the PIN code and the PUK code must be kept separately in a secure place.

The customer receives the PIN code and the PUK code when the customer receives the SIM card. The PIN code must be entered correctly in order to enable use of the SIM card. The customer can change the PIN code by following the procedure described in the user manual for the terminal equipment. TDC recommends that the customer always use the PIN code. Entering the PIN code incorrectly three times in a row will result in the SIM card being blocked. The SIM card can then be reopened by entering the correct PUK code, which cannot be changed. Entering the PUK code incorrectly ten times in a row will result in the SIM card being blocked.

The customer must notify TDC immediately (tel. no. +45 70 70 90 90) if the SIM card is lost. The customer is not liable for any subsequent usage connected with the subscription. TDC will confirm in writing that it has received the notification of the loss of the SIM card etc. and that the card has been blocked.

The customer is liable for losses resulting from another person's unauthorised use of the card, subject to the limitations that follow from section 100(1)-(6) and (8)-(9) of the Danish Act on Payments (*Lov om betalinger*), see Clause 7.B.

### **7.B. Section 100(1)-(6) and (8)-(9) of the Danish Act on Payments**

100.-(1) The payer's payment services provider is liable towards the payer for losses caused by the unauthorised use of a payment service by others, unless otherwise provided by subsections (2)-(5). The payer is only liable, pursuant to subsections (3)-(5), if the transaction is correctly recorded and entered in the accounts, subject to subsection (2).

(2) The payer is liable without limit for losses arising as a consequence of the payer having acted fraudulently or having failed with intent to fulfil his obligations under section 93.

(3) Unless greater liability is provided by subsection (4) and (5), the payer is liable for up to DKK 375 for losses consequential upon unauthorised use of the payment service by others, if the personalised security features of the payment service have been applied.

(4) Unless greater liability is provided by subsection (5), the payer is liable for up to DKK 8,000 for losses consequential upon unauthorised use of the payment service by others, if the payer's provider confirms that the personalised security features of the payment service have been applied, and

1) the payer has neglected to notify the payer's provider as soon as possible after becoming aware that the payment instrument belonging to the payment service has been lost, or the unauthorised person has become aware of the personalised security features,

2) the payer has surrendered the personalised security features to the person who has executed unauthorised use with intent and the matter is not subject to subsection (5), or

3) that, through grossly inappropriate conduct, the payer has made the unauthorised use possible.

(5) The payer is liable without limit for losses consequential upon unauthorised use of the payment service by others in the event that the personalised security features of the payment service have been applied and the payer's provider confirms that the payer has notified the personalised security features to the person who has carried out the unauthorised use with intent, and that this has taken place under circumstances in which the payer realised, or should have realised, there was a risk of misuse.

(6) Notwithstanding subsections (3)-(5), the payer's provider is liable for unauthorised use which takes place

1) after the provider has been notified that the payment instrument belonging to the payment service has been lost, that an unauthorised person has become aware of the personalised security features, or that the payer wishes to have the payment instrument blocked for some other reason,

2) when it has been caused by actions carried out by the provider's employee, agent or branch, or an entity to whom the provider's activities have been outsourced, or their passivity, or

3) because the provider has not taken appropriate measures, see section 94(1) item 2.

...

(8) Notwithstanding subsections (3)-(5), the payer's provider is also liable if the loss, theft or unauthorised acquisition of the payment instrument belonging to the payment service or the personalised security features belonging to the payment service could not be discovered by the payer prior to the unauthorised use.

(9) Notwithstanding subsections (3)-(5), the payer's provider is also liable if the payee knew, or should have known, that unauthorised use of the payment service had occurred.

## **8. Payment**

If the invoice amount, see Clause 12 of TDC's General Terms and Conditions, does not exceed DKK 25, TDC is entitled to transfer the amount to the next invoice.

## **9. Termination**

If the customer has not used the Mobile Service for 12 consecutive months for usage for which the customer is charged, TDC is entitled to terminate the subscription agreement at minimum one month's notice, see Clause 17 of TDC's General Terms and Conditions.

## **10. Commencement**

These terms and conditions enter into force on July 27 2019.