



## Subscription Terms for TDC's Nomadic IP Telephony Service

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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 subscriptions to TDC's nomadic IP telephony service (the 'Service' or the 'Telephony Service') which is provided by TDC, 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 Nomadic IP Telephony Service supersede.

A subscription to the Service comprises the following:

- Establishment of one or more connections to the Service.
- Access to using the Service with the functions and features available at any time, including the possibility of making calls to and receiving calls from other customers with TDC or customers with other providers of telecommunications networks or telecommunications services, provided that TDC has concluded agreements on interconnection with the providers of such networks or services.
- The possibility of subscribing to supplementary services, functions and features (value-adding services), see Clause 9 of TDC's General Terms and Conditions, which are offered under the connected exchange.

## **2. Preconditions**

If the customer enters into an agreement for the Service, it is a prerequisite that the customer has access to an Internet connection.

When using an Internet connection to access the Service, the customer should be aware that the Internet service provider may charge for the use of the data volume measured in megabytes (MB) which the Service uses.

TDC is not responsible for the Internet connection being used if the customer uses an Internet connection from another provider.

## **3. Passwords**

The customer is obligated to use secure passwords that combine numbers and letters.

## **4. Emergency calls to the Emergency Services 112**

The customer's location with respect to calls to the Emergency Services 112 will be set as the customer's head office address, unless otherwise specified. This will also apply when an emergency call is made via the IP telephone from another address, including abroad, because the customer has connected the equipment to another Internet connection at a different address.

TDC recommends that the customer should use a mobile phone to make calls to the Emergency Services 112 in this situation.

## **5. Telephone number**

### **5.A. Number allocation**

TDC will allocate one telephone number to the customer for each connection to the Service – unless stated otherwise in the additional terms and conditions for the selected product.

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.

### **5.B. Number porting**

In connection with the establishment of a subscription to one of TDC's telephony 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.

### **5.C Directory data and telephone directory entries**

TDC will allocate one telephone number to the customer for each connection to the Service, see Clause 5.A. For each connection to the 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 own Directory Enquiry Service 118. Directory 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 or 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 data-

base. 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).

## **6. 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 6.A-6.B.

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

- A. Price information.
- B. Invoice categorised by charge type – invoice divided into charging categories.
- C. Itemised invoice – itemised invoicing information on all usage-charged calls An itemised invoice may be obtained via electronic self-service, see Clause 9 of TDC's General Terms and Conditions.
- D. Balance statement (*Regningsstatus*).
- E. Balance monitoring (*Saldomaks*) – agreed maximum usage balance.
- F. Outgoing call barring.
- G. 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 Clauses 6.A.D and 6.A.E, is as a minimum updated at an interval of 24 hours. In some cases, however, for example in connection with 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.

### **6.B. 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.

If the customer has an ex-directory number or ex-directory customer data, see Clause 5, TDC will establish permanent caller ID blocking unless otherwise agreed with the customer.

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.

The customer may subscribe to caller ID for incoming calls to the customer against payment if this is technically possible and if the calling party has not blocked caller ID. Special terminal equipment is required for caller ID.

## **7. The customer's liability**

The customer is liable for all usage where the user's username and password have been used, see Clause 2 of TDC's General Terms and Conditions, including unauthorised use of the Service by others.

The customer is responsible for ensuring that the customer's equipment is protected by up-to-date software and a security package.

The customer is obligated to notify TDC to arrange theft blocking if the customer suspects that a third party has gained access to the customer's terminal equipment, or if the terminal equipment upon which the Service is installed is lost. The customer will not be liable for usage that occurs after the customer has notified TDC.

Failure by the customer to comply with the requirement to ensure up-to-date software and a security package will be deemed a material breach by the customer, and TDC will be entitled in such cases to disconnect the customer from the Service.

## **8. Commencement**

These terms and conditions enter into force on June 10<sup>th</sup> 2019.