

**Subscription Terms for TDC's Telephony Services:  
TDC's IP telephony service  
TDC's telephony service (PSTN)  
TDC's ISDN service**

July 2019

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

**Contents**

1. Subscription agreement .....	1
1.A TDC Landline (standard PSTN subscription) .....	2
2. Preconditions for IP telephony .....	2
3. Existing phone sockets .....	3
4. Special information on Do-It-Yourself Installation.....	3
5. Telephone number .....	3
5.A. Number allocation .....	4
5.B. Number porting .....	4
5.C. Directory data .....	5
6. Supplementary services, functions and features (value-adding services)...	6
6.A. Optional value-adding services .....	6
6.B. Adult Call Barring Foreign Countries .....	7
6.C. Caller ID (calling number identification presentation).....	7
6.D. Free carrier selection.....	8
7. Relocation and inactive subscription .....	9
8. Per-minute charging .....	9
9. Commencement.....	9

**1. Subscription agreement**

The following service-specific subscription terms apply to agreements on subscription to TDC's telephony 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 Telephony Services will prevail.

Unless otherwise specified, all the terms and conditions set out in these Subscription Terms apply to agreements on subscriptions to the following services, which are based on each their respective technologies:

- TDC's IP telephony service
- TDC's telephony service (PSTN)
- TDC's ISDN service (ISDN2 subscription, ISDN30 subscription or Flex-ISDN subscription).

The three services will subsequently be referred to collectively as the 'Service'. The additional terms and conditions for the subscription type chosen will state which telephony service the agreement comprises.

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.
- Access to subscribing to supplementary services, functions and features (value-adding services) which are offered under the connected exchange.

### **1.A TDC Landline (standard PSTN subscription)**

TDC's telephony services are delivered in several different subscription types, and any special terms and conditions applying for the subscription chosen by the customer appear from the additional terms and conditions for the subscription type chosen, see Clause 1 of TDC's General Terms and Conditions.

'TDC Landline' (*TDC Fastnet*) is the standard subscription to TDC's telephony service (PSTN), and there are no separate additional terms and conditions for the standard subscription.

## **2. Preconditions for IP telephony**

For agreements on subscription to TDC's IP telephony service, it is a precondition for the subscription agreement that the customer has access to a subscription to broadband via TDC's copper-based telecommunications network (xDSL agreement) or a subscription to broadband via TDC's fibre network up to the installation site.

The access line which is a precondition for the required xDSL agreement must either consist of a PSTN connection or a bearer line for xDSL (Basic Line (*Basislinje*)). In certain cases, it will not be possible for TDC to deliver a subscription to TDC's IP telephony service and a subscription to TDC's ISDN service at the same installation site.

If the customer orders relocation of the connection to the IP telephony service, see Clause 7 of TDC's General Terms and Conditions, and it is not technically possible for TDC to deliver the Service at the new installation site, the subscription agreement will terminate.

If the precondition for the customer's access to a subscription to broadband via xDSL or fibre with TDC is no longer met, the subscription agreement on the IP telephony service terminates at the same time. If, in this context, the subscription agreement on the IP telephony service is terminated at a time at which the customer is covered by a minimum subscription period for the subscription agreement on the IP telephony service, see Clause 17 of TDC's Gen-

eral Terms and Conditions, the customer will be liable to pay a fee corresponding to the subscription charge for the remaining part of the minimum subscription period.

### **3. Existing phone sockets**

Existing extra phone sockets and cabling (internal networks, see Clause 5 of TDC's General Terms and Conditions) form the basis of the delivery of a connection to TDC's telephony service (PSTN). When establishing a connection to TDC's other telephony services, TDC will, against payment, connect any existing internal telecommunications installation at the installation site to the network termination point (NTP).

### **4. Special information on Do-It-Yourself Installation**

On establishment or relocation of a subscription to TDC's IP telephony service, the customer and TDC may enter into an agreement on Do-It-Yourself Installation ('DIY') if this is technically possible, including that the installation site has an existing and usable connection to TDC's public telecommunications network with the relevant technology (a socket).

With DIY, TDC will, against payment, send a Do-It-Yourself package with connection equipment to the customer, see Clause 5 of TDC's General Terms and Conditions. The customer will then handle the physical connection of the connection equipment at the installation site at an agreed time.

The customer is responsible for ensuring that the physical connection of the connection equipment is done correctly, so that the IP telephony service will subsequently function properly. TDC is not liable for the working condition of any existing internal telecommunications installation at the installation site, see Clause 3 (existing extra phone sockets), following DIY installation of the connection equipment by the customer. If the customer asks TDC to perform the installation or repair faults in the installation made by the customer, TDC will charge the usual fee for this.

No reduction in the subscription charge is granted for a period in which the IP telephony service has been interrupted due to the customer's inadequate installation of the connection equipment. If a fault is reported in connection with the subscription and it turns out that the fault is due to the customer's inadequate installation of the connection equipment, the customer is under an obligation to cover TDC's fault location expenses.

### **5. Telephone number**

### **5.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.

### **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**

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 pro-

viders 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 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).

## **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.D.

### **6.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. 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 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. Adult Call Barring Foreign Countries**

The customer cannot automatically make calls to a series of selected countries and destinations with high per-minute rates or whose number blocks are, among other things, used for offering services of, for instance, a pornographic nature ('Adult Call Barring Foreign Countries' (*Voksenspærring Udland*)).

TDC can add and remove a country or a destination from Adult Call Barring Foreign 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 Adult Call Barring Foreign Countries can be obtained by contacting TDC.

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

Adult Call Barring Foreign Countries does not prevent calls via free carrier selection.

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

### **6.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, customers subscribing to the ISDN service 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 5.C, TDC will establish permanent caller ID blocking unless otherwise agreed with the customer. If the customer subscribes to the ISDN service and has an ex-directory number or ex-directory customer data, see

Clause 5.C, TDC will establish fixed 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.

#### **6.D. Free carrier selection**

For customers with a subscription to TDC's telephony service (PSTN) or TDC's ISDN service, the following terms apply to free carrier selection:

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 is entitled, on a call-by-call basis (call-by-call selection), to use another provider of telecommunications services than TDC to make all or some of the calls from the customer's telephone line.

If the customer is a business customer, the customer is entitled, permanently (carrier preselection) or on a call-by-call basis (call-by-call selection), to use another provider of telecommunications services than TDC to make all or some of the calls from the customer's telephone line.

The free carrier selection options mentioned above require that the customer enter into agreement with the relevant provider. TDC does not collect usage charges for calls made using free carrier selection but will still collect subscription charge etc., see Clause 12 of TDC's General Terms and Conditions.

The customer's termination or assignment of the subscription agreement or relocation order, see Clauses 7, 16 and 17 of TDC's General Terms and Conditions, does not have any impact on any free carrier selection agreements with other providers that the customer may have made.

Certain supplementary services, functions and features, including Message Service (*Beskedsvaer*), cannot be used if the business customer uses carrier preselection for domestic calls (non-compatible supplementary services). If the business customer switches to carrier preselection for domestic calls, TDC terminates the customer's subscriptions (if any) to non-compatible supplementary services from the time of the switch to carrier preselection. On the



next quarterly invoice, TDC offsets any prepaid subscription charges for non-compatible supplementary services for the period following the customer's switch to carrier preselection.

### **7. Relocation and inactive subscription**

For agreements on subscription to TDC's telephony service (PSTN) or TDC's ISDN service it applies that if the customer in connection with a relocation, see Clause 10 of TDC's General Terms and Conditions, requests a new telephone number in connection with the relocation, the old telephone number may be kept open for a short period (up to seven days). TDC is entitled to collect a proportional subscription charge for this service.

Furthermore, the customer may, against payment, order the closing and disconnection of a subscription for subsequent relocation or reconnection (inactive subscription). The subscription agreement remains in force during the disconnection period, such that, for example, the customer's obligation to pay subscription charges remains. An inactive subscription cannot be used as an access line for broadband, DSL or dial-up (modem).

### **8. Per-minute charging**

The customer's call usage is calculated and charged per commenced minute (per-minute charging). However, calls made to 113, 118, to numbers starting with 90 as well as calls made to the Internet using a modem connection are calculated and charged per commenced second.

### **9. Commencement**

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