

# Telenor Business General Terms

In the following, the term "Telenor" is used for any company in the Telenor Danmark Holding A/S Group. The term "Customer" is used for any customer who has entered into an agreement for the supply of a business service from Telenor.

These Terms cover all agreements concerning the use of Telenor's telecommunication and broadband networks which have been entered into between the Customer and a company in the Telenor Danmark Holding A/S Group. Telenor may freely assign the agreement to a company in the Telenor Danmark Holding A/S Group.

## 1 Scope of the agreement

1.1 These Terms (including terms of mobile telephony, terms of fixed-line telephony and terms of broadband) are part of the legal basis for the Customer's agreement with Telenor.

## 2 Agreement concerning supply of services from Telenor

2.1 Agreements are entered into directly with Telenor or via a dealer approved by Telenor. These Terms of Business concern Telenor's supply of telecommunication and broadband services to the Customer. Purchase of a telephone or other equipment is a matter between the Customer and the dealer and is of no concern to Telenor.

2.2 An agreement between the Customer and Telenor concerning a specific service is entered into as follows, at Telenor's option:

- The Customer signs an agreement/registration form when the service is made available, at the latest, or
- Telenor sends or hands over the agreement/form to the Customer when the service is made available, at the latest.

## 3 Customer data

3.1 Agreements with Telenor may be entered into by legally competent persons or companies (legal persons), unless otherwise specified in the terms of the specific service. When entering into an agreement, the Customer must state the company's name, address and CVR no. Any person entering into an agreement with Telenor on behalf of a company must be able to document authorisation to enter into such agreement. Telenor may request documentation for the correctness of any information.

3.2 Telenor may distribute product information via SMS, MMS, by e-mail or similar. Similarly, Telenor may distribute marketing material concerning products. If the Customer does not wish to receive such information, the Customer may contact Telenor Customer Service.

## 4 Credit rating and credit limit

4.1 Telenor performs a credit rating of the Customer based on credit information from e.g. banks, credit rating agencies and the like.

4.2 Telenor may refuse to enter into an agreement or make an agreement conditional on the Customer paying any outstanding amount relating to other subscription agreements. Telenor may furthermore make the agreement conditional on a credit limit.

4.3 The Customer is liable for any usage, even if such usage exceeds the credit limit specified. If the credit limit is exceeded, Telenor is entitled to immediately disconnect the connection.

4.4 Telenor may demand that the Customer makes a prepayment/on-account payment of the total outstanding amount. Telenor reserves the right from time to time to perform credit ratings of its customers and consequently demand on-account payment or fix a credit limit, also after the time of conclusion of the agreement. If one of the below-mentioned criteria has been met, Telenor may refuse to enter into an agreement or demand on-account payment and/or fix a credit limit:

- The Customer does not have a permanent address in Denmark, the Faroe Islands or Greenland, but has, e.g., a poste restante address, an address with the national registration office or the like.

- The Customer has five subscriptions or more (in this connection, a mobile number, a fixed-line number or a broadband connection is considered one subscription).
- The Customer has breached its payment obligations towards Telenor, and the breach has caused Telenor to block the Customer's agreement.
- The Customer owes money to Telenor.
- The Customer is registered with an independent credit rating agency with a negative remark/payment history.
- It is estimated that the Customer's call usage and other telephone costs will significantly exceed the usage of similar customers, or the amount increases very significantly and suddenly compared to earlier.
- Telenor has reason to believe that the Customer's payment obligations will not be met in due time. Prior to entering into the agreement, the Customer may contact Telenor in order to clarify whether Telenor has any demands concerning a credit limit.
- The Customer has no CPR no. (civil registration number)/CVR no. (business register number).

4.5 Telenor may furthermore choose to fix a general credit limit for all of its customers who may then apply for increase or removal.

## **5 Telephone number and telephone number confidentiality**

5.1 For each telephone subscription, the Customer is entitled to one free, brief registration in Telenor's number information database. Such registration typically includes a name or possibly a company name, position, address and telephone number.

5.2 The Customer is responsible for ensuring that this registration does not infringe third-party rights. If possible, the Customer may have a telephone number changed against payment.

5.3 Telenor is obliged to pass on number information data registered in the number information database to anyone who makes a request to that effect, including, for example, providers of number information services and telephone books. The Customer may make a request for changing of the number information data by contacting Telenor. Telenor will register a change in Telenor's number information database immediately after receipt of the Customer's request. Telenor notes that such change will not apply to third-party databases etc. to which Telenor earlier may have passed on information data.

5.4 The Customer may choose to be registered in the number information database with a secret telephone number, which means that none of the Customer's number information data may be disclosed in connection with provision of number information services or the like (ex-directory number).

5.5 Telenor is entitled to request payment for secret numbers or ex-directory numbers. If the Customer has chosen to have a secret number, the Customer's telephone number will not be displayed in the recipient's telephone display (Caller ID Display), unless explicitly requested. Any parts which are subject to secrecy cannot subsequently be used by Telenor in connection with supply of number information services or the like. However, number information data may always be disclosed to the alarm services and other providers of telecommunication networks and telecommunication services for the purpose of signalling services. If the Customer uses WAP services, the telephone number will be transferred to the provider of the service.

## **6 Technical changes, interruptions etc.**

6.1 Telenor reserves the right from time to time to make changes which are considered to be necessary to ensure satisfactory operation of Telenor's network. Unfavourable circumstances may in some situations mean that telephone calls may be refused, disconnected or that data transfers cannot be completed.

6.2 Telenor may refuse calls from telephones or SIM cards which may interrupt Telenor's network. Faults in connected equipment which may lead to interruptions of or inconvenience to the operation of the network must immediately be remedied. Any expenses incidental to this will be of no concern to Telenor. Telenor may demand that costs related to fault location be borne by the Customer; however, this does not include costs related to fault repair attributable to equipment belonging to Telenor of which the Customer has no control.

## **7 Number information**

7.1 The Customer has access to number information services in other operators' telecommunication network, if the provider of the information services and Telenor has made an agreement to that effect.

## **8 Charges and charging principles**

8.1 The Customer is subject to the prices fixed by Telenor from time to time as specified in the list of charges.

## **9 Terms of payment**

9.1 The Customer is liable for any amount registered in connection with the agreements, cf. Clause 1 of these Terms. If the Customer's balance does not exceed a minimum amount fixed by Telenor, Telenor is entitled to transfer the amount to the next invoice.

9.2 . Unless otherwise provided in terms, agreements or the like, the terms of payment are:  
PBS: Invoice date + 22 days. Payment Card: Invoice date + 15 days. Cash: Invoice date + 20 days

9.3 The Customer has accepted that the following provisions in Consolidation Act no. 365 of 26 April 2011 on Payment Services and Electronic Money (*lov om betalingstjenester og elektroniske penge*) have been derogated from: Parts 5 and 10, sections 55, 57(3), 62, 64-66, 68, 73, 74, 75, 76(4) and 85.

9.4 If an invoice is not paid by the due date specified, Telenor will notify the Customer thereof. If the due date is exceeded, default interest will be charged and fixed pursuant to the relevant provision of the Danish Interest Rate Act (*renteloven*) from time to time. In addition, a reminder fee will be added and charged on the next invoice.

9.5 A notice of late payment includes a new deadline for payment and a warning stating that the Customer's connection will be disconnected if the new deadline for payment is not complied with. If the invoice is not paid before the expiry of this deadline, Telenor reserves the right to disconnect the Customer's connection or cancel the agreement without further notice. If Telenor has disconnected the Customer's connection due to non-payment, the connection will not be reopened until any amount due to Telenor, including reminder fees and default interest, has been paid. The connection will automatically be reopened when the amount due is paid, unless the Customer requests in writing before payment of the amount due that the connection should not be reopened in the period until the termination takes effect.

9.6 In case of reopening after barring, a reopening fee will be charged. In case of reopening after disconnection of the Customer's connection, quarterly fees will also be charged for the period when the Customer's connection has been disconnected. If the Customer's connection has been disconnected by Telenor for more than twenty days due to non-payment, the matter will be transferred to Telenor's debt collection department, and Telenor will be entitled to terminate the agreement with no further notice. If the amount due is not paid immediately thereafter, Telenor will be entitled to report to a credit rating agency pursuant to the Danish Act on Private Registers etc. (*lov om private registre mv.*).

9.7 Collection charges related to the handling of the matter will be charged to the Customer. If the amount due is paid, Telenor will reopen the agreement according to agreement and against payment of a reopening fee.

9.8 Telenor reserves the right to fix a credit limit as a condition for reopening the agreement, cf. Clause 4. If the Customer breaches its payment obligations towards Telenor by not paying the amount due, Telenor may determine that the entire amount due must be paid before new agreements may be entered into with Telenor.

9.9 Telenor may terminate the Customer's subscription if the Customer repeatedly breaches its payment obligations.

9.10 If the Customer wishes to enter into a payment agreement, e.g. by postponing payment of an invoice or by splitting the amount over more months, the Customer may contact Telenor Debtor Service. The Customer will be charged a fee in connection with conclusion of such agreements.

## **10 Registration for the payment service provider Betalingservice**

- 10.1 . If the subscription is not paid via Betalingservice, an invoice fee of DKK 39,20 will be charged for each invoice. It is possible to register for Betalingservice at the supplier or through the bank. Payment via Betalingservice costs DKK 7,80 per invoice. Until the automatic payment via Betalingservice is active you must pay the same way as before.
- 10.2 It is also possible to elect to continue to receive a paper invoice against payment of a fee of DKK 39.20 per invoice.

## **11 Automatic payment by Payment Card**

- 11.1 Telenor offers a payment solution called "Payment by Payment Card". The solution ensures your bills are automatically paid from your Credit Card on the date of the payment due date. The payment due date is 15 days after the invoice date. You can sign up for "Payment by Payment Card", in Telenor Stores or through the self-service system "My Telenor" on [www.telenor.dk](http://www.telenor.dk).
- 11.2 You may at any time revoke your consent regarding "Payment by Payment Card". You can do this via the self-service system "My Telenor" or by contacting Customer Service.
- 11.3 When signing up for "Payment by Payment Card", you accept that your Credit Card data are recorded at NetAxept, approved by international safety standards. By enrolling, you also accept that we each month are withdrawing an amount from your Credit Card.
- 11.4 When you sign up you are required to register your e-mail address and your mobile number. To benefit from "Payment by Payment Card" it is a condition that Telenor is allowed to send bills and other communications to you by e-mail or text message.
- 11.5 It is your responsibility to update your e-mail address and phone number. You can find a copy of your bills on Telenor's self-service system "My Telenor".
- 11.6 The payment solution is free if you pay with "Dankort" or "Visa/Dankort". When using other types of Credit Cards you may be charged a fee. It is your responsibility to keep your information regarding your Credit Card up to date, and ensure that these also are updated when you get a new card.
- 11.7 If you need to cancel a single payment it is possible to do it via self-service on "My Telenor" on [www.telenor.dk](http://www.telenor.dk). This needs to be done before the due date on the invoice.
- 11.8 If Telenor cannot debit the invoice amount from the registered Credit Card, Telenor is entitled to send you a reminder inclusive a reminder fee cf. Telenor general terms concerning reminder fees.
- 11.9 You can object to a registered and successful payment. To do so you must contact your bank no later than 8 weeks after your payment.

## **12 Service suspensions and fault repair**

- 12.1 Telenor will repair faults in its own equipment and installations as soon as possible and usually within normal working hours (Monday-Friday from 08:00 AM to 3:30 PM). The Customer must ensure that Telenor or a third party appointed by Telenor has access to Telenor's equipment and installations at the installation address as soon as possible with a view to fault location and repair. The Customer is obliged to assist to the extent required in the fault location and repair in the Customer's equipment and installations at the installation address.
- 12.2 As regards service notifications and faults attributable to Telenor's network (basic installations, centrals, signalling etc.) the Customer may contact Telenor Customer Service. Telenor is only responsible for any service suspensions in its own telecommunication network and its own equipment.
- 12.3 Telenor is not responsible for service suspensions, interruptions or changes to other operators' telecommunication networks or services in connection with measures which are considered necessary for technical, maintenance or operational reasons.
- 12.4 Telenor will not be liable for interruptions, service suspensions etc. if such interruption, suspension or fault is attributable to the Customer.

## **13 The Customer's connection of own equipment and telecommunication network**

- 13.1 The responsibility for the Customer's equipment – including PABX and internal networks – lies with the Customer. Telenor is responsible for the Customer's subscription and traffic until the network termination point or the NT box.

- 13.2 The Customer must ensure that the connection to Telenor's fixed-line network (including the telecommunication network and the access network, among others) is used in a way which does not interrupt, suspend or in any other way interfere with the traffic in these telecommunication networks or the Internet. If such interruptions occur, the Customer must immediately take the required action to eliminate such interruptions. This may include – but is not limited to – adjustment of the amount of incoming and outgoing traffic or subscription for additional connections to Telenor's access and/or telecommunication network.
- 13.3 Equipment connected to Telenor's fixed-line network must comply with the consolidation act in force from time to time concerning telecommunication terminal equipment, currently Consolidation Act no. 823 of 3 July 2007 on Radio and Telecommunications Terminal Equipment and Electromagnetic Conditions (*lovbekendtgørelse om radio- og teleterminaludstyr og elektromagnetiske forhold*), and any special directions from Telenor.
- 13.4 The Customer must ensure that any equipment connected is intended for connection to the public telecommunication network and that the equipment is used according to its purpose.
- 13.5 Where equipment or internal networks etc., which are connected to Telenor's telecommunication network, give rise to interruptions in the telecommunication network due to faults or the like, the Customer is obliged immediately to disconnect the connection.
- 13.6 Telenor reserves the right to disconnect the connection if equipment has been connected that causes such interruptions of the telecommunication network. Telenor reserves the right to invoice the usual fixed fee and demand payment for fault location and work related to restoring a fault-free connection.

#### **14 The Customer's liability for faults**

- 14.1 The Customer will not be liable to pay for services caused by faults in or misuse of the operator's network and installations (up to and including the network termination point), unless the Customer is liable subject to the general law of damages in Denmark.
- 14.2 The Customer will be liable to pay for services attributable to faults in or misuse of the Customer's own network, equipment or accessories (after the network termination point). The Customer will not be liable if such fault or misuse is attributable to matters of which Telenor was aware or should have been aware and of which Telenor has not notified the Customer, and/or if Telenor has made available reasonable and possible measures to prevent or limit a claim from the telecommunication operator, for which reason it would, according to an overall assessment, be unreasonable for the telecommunication operator to make such claim.

#### **15 Liability in damages**

- 15.1 Telenor is liable in damages pursuant to the general rules of Danish law. However, Telenor will in no event be liable for loss of profit, operating loss or other indirect loss, unless such loss is caused by Telenor's wilful or grossly negligent actions.
- 15.2 The Customer is responsible for closing down the connection properly after a telephone call has been terminated. Telenor will not be liable for loss caused by service suspensions, interruptions or changes to the telecommunication network or telecommunication services in connection with measures which are considered necessary for technical, maintenance or operational reasons or which have been imposed by regulatory authorities, unless Telenor has neglected to limit the nuisances related thereto.

#### **16 Special circumstances**

- 16.1 Telenor reserves the right to change numbers, installations and other matters if required out of consideration for the traffic on Telenor's telecommunication network and the operation thereof.

#### **17 Restricted access to mobile data and content services**

- 17.1 It is not possible for Telenor to restrict the access to mobile data and content services, including Telenor's own services and services which are downloaded or run from the Internet. Telenor recommends the "Mobile Control" solution to control the user's access to mobile data and content services and as a general measure against wrongful use of sensitive business information on the employees' mobile telephones.

#### **18 Change of address etc.**

- 18.1 Any changes to the Customer's information (e.g. change of address, terms of payment and the like) must immediately be notified to Telenor.

## **19 Assignment**

- 19.1 The Customer's agreement may not be assigned to a third party unless Telenor consents thereto in writing. Assignment is furthermore conditional on the Customer and the person to whom the agreement/subscription is assigned (the third party) accepting the assignment.
- 19.2 Telenor may make the assignment conditional on payment of all amounts due in relation to the agreement and of amounts not yet fallen due for registered usage pursuant to the agreement and on a credit limit being imposed on the new customer. In addition, Telenor may charge a fee of DKK 99.00 ex. VAT from the Customer for assignment to a third party.
- 19.3 In case of bankruptcy, suspension of payments etc., special terms of assignment apply.
- 19.4 A special permission is required from Telenor to make agreements for purposes of reassignment or rental. This includes resale of traffic. In case of breach hereof, Telenor is entitled to terminate the agreement without further notice or deny the Customer to enter into further agreements with Telenor.

## **20 Termination and expiry of agreements**

- 20.1 Unless otherwise agreed, a notice of termination must be in writing and sent by letter, fax or e-mail. When a notice of termination is received, Telenor will send a written confirmation of receipt. Telenor will terminate the subscription at the expiry of the notice period. Note that a period of non-terminability may have been agreed for the agreement/subscription when the agreement was concluded. However, it will be possible to transfer the number to another operator, regardless of the agreement period and period of non-terminability in Telenor's terms and product agreements concerning mobile products.
- 20.2 In case of the Customer's breach of the agreement, Telenor is entitled to terminate the agreement with immediate effect. The following, among others, is considered to constitute material breach:
- The Customer fails to pay amounts due to Telenor within the deadline specified in the reminder letter referred to in Clause 10
  - The Customer does not immediately disconnect equipment, internal networks or similar that cause interruptions to Telenor's network, after Telenor has made a request to that effect
  - The Customer does not notify Telenor and the national registration office of a change of address
  - The Customer does not take action to remedy interruptions etc. of the traffic in Telenor's network, after Telenor has made a request to that effect
  - The Customer connects equipment which does not comply with current public regulations and any other requirements made by Telenor
  - Telenor is prevented from accessing its own equipment and installations with a view to fault location
  - The Customer grossly negligently or intentionally submits or distributes all types of spam
  - The Customer grossly negligently or intentionally spreads virus. This applies to all types of virus, known and unknown, at the time of conclusion of the agreement.
- 20.3 In case of the Customer's material breach of its obligations pursuant to these Terms of Business, including provision of wrongful information to Telenor, grossly negligent and/or intentional submission or distribution of spam or dissemination of virus, Telenor is entitled to disconnect the Customer's connection or to terminate the agreement with no further notice.
- 20.4 Telenor is entitled to terminate the Customer's agreement in full or in part with a written notice of 14 days if justified by compelling reasons. Telenor is furthermore entitled to terminate the Customer's agreement or part of the Customer's agreement with a written notice of three months if Telenor chooses to stop providing the relevant type of subscription or service.
- 20.5 Due to the method of calculating the final settlement, an amount may be charged for a period extending beyond the expiry of the agreement. If an excessive amount is charged as mentioned above, this will be repaid to the Customer in connection with the final settlement. Telenor will settle the parties' balance at the time of expiry of the agreement and will repay or collect any difference, provided that it exceeds DKK 50.00.

## **21 Amendments**

- 21.1 Telenor may at any time amend these Terms of Business, agreements, terms and any additional terms. Advance notice will be given in case of material amendments. Telenor may choose to notify the Customer directly of any amendments

(e.g. by a message on the Customer's invoice/Betalingservice (PBS) statement, an invoice insert, SMS, MMS or an e-mail) or by insertion of advertisements in the daily press and on Telenor's website on <http://www.telenor.dk>.

## **22 Disputes**

- 22.1 Any disputes related to registered usage and the like should first be attempted to be settled between the Customer and Telenor Customer Service. In case of disagreement between the Customer and Telenor Customer Service, the dispute may be submitted to Telenor's Invoice Complaints Committee, which has been set up pursuant to the order on provision of electronic communication networks and services in force from time to time.
- 22.2 During the period when Telenor's Invoice Complaints Committee processes the complaint, Telenor will suspend collection of the disputed invoice amount. However, default interest will continue to be charged. Telenor's Invoice Complaints Committee will generally make a decision on a complaint within three months of submission of a complaint.
- 22.3 The decision made by the Invoice Complaints Committee may be referred to the Telecommunications Complaints Board, Nørre Voldgade 48 st., DK-1359 Copenhagen K, if the dispute between Telenor and the Customer concerns the usage registered by Telenor.
- 22.4 The Telecommunications Complaints Board may furthermore hear complaints from business end-users concerning matters other than registered usage, if the complaint does not differ from a complaint concerning a private agreement on telecommunication services.

## Terms of mobile subscriptions

### **23 Scope of the subscription agreement**

23.1 Telenor's mobile subscriptions include connection to Telenor's public mobile network with access to services and related services within the coverage area in Denmark. Services related to one SIM card are considered to be covered by one subscription.

### **24 The SIM card**

24.1 In connection with creation of a subscription, the Customer will receive a personal identification card (SIM card) as soon as possible after creating the subscription. Together with the SIM card, the Customer will also receive an eight-digit security code called a "PUK code". When the Customer has activated the card by way of the PUK code, the Customer may enter a personal four-digit security code called a "PIN code" to be used every time the Customer turns on the telephone. Telenor recommends always using the PIN code.

24.2 The SIM card and the security codes must always be stored separately and securely. Interference with the SIM card or attempts thereof is not allowed. If the SIM card is damaged or lost, Telenor Customer Service must immediately be notified. Such notice may not be submitted to the dealers appointed by Telenor. If requested by Telenor, the damaged SIM card must be sent to Telenor, which will then send a new SIM card against payment of a fee.

24.3 The Customer is responsible for loss caused by other persons' unauthorised use of the SIM card pursuant to the provisions of sections 61-12 of the Act on Payment Services and Electronic Money (Consolidation Act no. 365 of 26 April 2011), which have been provided after these terms. The SIM card is Telenor's property and must be destroyed immediately on Telenor's submission of a request to that effect and at the expiry of the subscription.

### **25 Transfer of a mobile number**

25.1 The Customer may transfer its mobile number from another operator to Telenor. In connection with the transfer of the number, the Customer must authorise Telenor to terminate the subscription with the other operator. Note that any period of non-terminability will not start to run until the date when the number is transferred to Telenor from the previous telecommunication operator. If it is discovered that the Customer does not have the right to dispose of the number, and the number thus cannot be transferred to Telenor, Telenor may claim compensation from the Customer in the form of the lowest payment Telenor would have received if the number could have been transferred to Telenor. The Customer may also instead choose another number with Telenor, and thus use the selected subscription. The possibility of transferring a number only applies to mobile numbers.

25.2 If the Customer attempts to transfer a fixed-line number, the above-mentioned provisions will furthermore apply.

### **26 Telenor's coverage area**

26.1 Before creating a subscription, it will be possible for the Customer to assess the scope of coverage by reviewing the map of coverage available at the dealers appointed by Telenor.

26.2 Pursuant to the requirements of a publicly issued mobile authorisation, Telenor must continuously meet the following minimum coverage requirements:

26.3 Telenor covers 95% of the geographic area measured on the basis of the entire country and 98% of the population. Telenor does not guarantee coverage in specific places or at specific addresses, as the strength of the radio signal depends on the current condition of the landscape (the topography).

### **27 Refusal and drop-out**

27.1 Telenor's network is subject to some of the National IT and Telecom Agency's fixed limits for refusal and drop-out. Refusal of calls during a busy hour for attempted calls does not exceed 5%. Drop-out of calls during a busy hour does not exceed 5%.

### **28 Alarm calls in Denmark**

28.1 Alarm calls to public emergency call centres are free of charge in Telenor's network. Calls to alarm number 112 do not require that the Telenor card is inserted in the mobile telephone. However, some mobile telephones may have limitations in this regard.



## **29 Use of the Telenor SIM card abroad**

- 29.1 Unless otherwise prescribed in the subscription terms, the mobile telephone may be used abroad (international roaming). Use of the SIM card abroad with a Telenor subscription is governed by Telenor's current price list from time to time for international roaming and the general terms of the relevant foreign mobile operator. The current price list may be obtained by contacting Telenor and is furthermore available on telenor.dk.
- 29.2 The Customer's use of the SIM card abroad is invoiced by Telenor based on registrations of the Customer's usage received from the foreign operators.
- 29.3 Telenor assumes no liability for coverage, quality, security, provision of services etc. in foreign mobile networks. Furthermore, Telenor assumes no liability for use by foreign mobile operators of Telenor subscribers' data.

## **30 Use of alternative provider abroad – voice, SMS and data**

- 30.1 The Customer can make use of alternative providers in EU/EEA countries. The Customer can make use of this possibility, where an alternative provider has already entered into an agreement with Telenor.

Alternative Roaming Provider (voice, SMS and data)

- a) A subscription includes the following services: outgoing calls made from an EU/EEA country to a phone number belonging to an EU/EEA country, incoming calls received when in an EU/EEA country, no matter where it originates from. Outgoing SMS, sent while in an EU/EEA country to a mobile number belonging to an EU/EEA country as well as incoming SMS received while in an EU/EEA country. All data transactions inclusive MMS consumed while in an EU/EEA country. Phone calls or SMS sent to numbers outside EU/EEA are billed by Telenor according to Telenor's current price list from time to time in force for international roaming.

Local Break Out (only data)

- b) A subscription includes the following services: all data transactions except MMS consumed while in an EU/EEA country. The sending of MMS remains possible and data consumption for sending MMS is billed by Telenor.

- 30.2 The Customer may use his Telenor SIM card and keep his mobile number. Information on how to subscribe to an alternative provider is available on telenor.dk. When the Customer makes a subscription with an alternative provider, the Customer's subscription with Telenor remains active.
- 30.3 The Customer's use of services from the alternative provider is invoiced by the alternative provider. Consumption by the Customer while in EU/EEA countries including outgoing calls and SMS sent to phone numbers outside EU/EEA countries is billed by Telenor according to Telenor's current price list from time to time in force for international roaming.
- 30.4 Where the Customer's subscription has been blocked by Telenor, due to misuse of the subscription or the Customer has reached his credit max, a subscription with an alternative provider cannot be made. Likewise if the Customer has a Telenor subscription with barring of data abroad, a Double SIM subscription, Travel Tale add-on subscription, Mobil Data Access (MDA) or Multiplan subscription a subscription with an alternative provider is not possible.
- 30.5 Telenor offers the Customer the option to bar for the possibility of entering into agreements with alternative providers. Contact Telenor Customer Service on 72 120 000 for further information.
- 30.6 To cancel a subscription with an alternative provider, please see information on telenor.dk. Following a cancellation with an alternative provider, the Customer's Telenor subscription remain active and the Customer may use his Telenor SIM Card abroad – both while in EU/EEA and outside EU/EEA countries. The consumption is governed by Telenor's current price list from time to time in force for international roaming.
- 30.7 Telenor has no influence over and responsibility for how alternative providers in EU/EEA countries offer their services and how they price and market such services.

## **31 Terms of payment**

- 31.1 The Customer is liable for any amount registered in connection with use of the SIM card, subject to the limitations specified in sections 61 and 62 of the Act on Payment Services and Electronic Money (Consolidation Act no. 365 of 26 April 2011).

31.2 A call (the entire call) is charged at the rate applicable at the time of the call.

**32 Fault reporting etc.**

32.1 For service messages concerning faults attributable to the mobile network (basic installations, centrals, signalling etc.) or the SIM card (including loss of the card), the Customer may contact Telenor Customer Service on [telenor.dk/kontakt](http://telenor.dk/kontakt) or by calling +45 72 120 000.

32.2 For faults attributable to the mobile telephone, please contact the supplier of the telephone.

## Terms of content-charged services

These terms apply to the use of content-charged services which are made available to Telenor's mobile customers.

### **33 Scope of the agreement**

- 33.1 A content-charged service is a service where the Customer may order services using the Customer's mobile telephone via SMS, MMS or WAP. Payment is made via the Customer's mobile subscription or the Customer's prepaid account. The Customer will be liable for this payment pursuant to Clause 9 of the Terms of Business.
- 33.2 The terms apply to content-charged SMS/MMS/WAP services provided by Telenor and access to extra-charged SMS/MMS/WAP services offered by a third party.

### **34 Ordering of the services**

- 34.1 The Customer may order a content-charged service either via the Internet or by sending a specific SMS code to a four-digit number.
- 34.2 When the ordered service has been delivered to the Customer's mobile telephone, the amount will be charged to the Customer's next invoice or withdrawn from the Customer's prepaid account.
- 34.3 The Customer is responsible for ensuring that the telephone supports the service ordered, just as the Customer is responsible for ensuring that the telephone has space available for the service ordered and that this service is saved correctly. Where the Customer orders a content-charged service from a third party, the Customer is liable for payment, regardless of whether the services submitted are refused.
- 34.4 When ordering a content-charged service on Telenor's website, the Customer will receive a four-digit order code in an SMS. This code must be used to confirm the order on Telenor's website.

### **35 Right of cancellation**

- 35.1 Where the Customer wishes to cancel an order made on Telenor's website, the Customer may simply choose not to enter the four-digit code received via SMS on Telenor's website. When the order code has been entered, the delivery of the service will start immediately and the Customer cannot cancel its order.

### **36 Price information**

- 36.1 Information about the price of a content-charged service will appear from the advertising of the service. In addition to the price of the content-charged service, Telenor will charge a standard SMS or MMS rate for sending an SMS/MMS. The price appears from the Customer's agreement with Telenor. The Customer may find the price information for the content-charged services offered by Telenor on telenor.dk.

### **37 Payment**

- 37.1 Payment for content-charged services is made through the Customer's invoice if the Customer is a subscription customer. The total amount will appear separately on the invoice. The price for content-charged services is part of the calculation of the Customer's balance in connection with extra services like e.g. Usage Control, Usage Alarm etc.
- 37.2 If the Customer is a Calling Card customer, the service will be charged after delivery of the content-charged service. If the Customer is a Calling Card customer, the Customer's balance should, as a minimum, stand at DKK 25.00 at the time when the Customer sends the SMS/MMS request. If the Customer's balance is less than DKK 25.00, the Customer will receive an SMS with information that the content-charged SMS requires a minimum balance of DKK 25.00.

### **38 Receipt**

- 38.1 The Customer will receive a receipt in the form of an SMS specifying the price. Furthermore, the price will appear from the Customer's invoice specification, which may be ordered by contacting Telenor.

### **39 Barring**

- 39.1 If the Customer entrusts a third party with its mobile telephone, the Customer is responsible for any ordering of content-charged services, including orders made by children and young people. If the Customer does not wish to have access to content-charged services via the Customer's mobile agreement, the Customer may block this feature by calling Telenor

Customer Service. In this case, the Customer will still have access to sending and receiving normally charged SMS/MMS messages.

**40 Unauthorised use**

40.1 The Customer may protect its mobile telephone from unauthorised use by activating the PIN code. Use of content-charged services is covered by the same liability rules which apply to the Customer's mobile telephony agreement, cf. Clause 9 of the terms of the mobile subscription.

**41 Content of the services**

41.1 Telenor assumes no liability for the content of content-charged services delivered by a third party.

**42 Amendments**

42.1 Telenor is entitled to amend these terms, cf. Clause 20 of the Terms of Business.

**43 Registration and use of data**

43.1 With a view to delivering content-charged services, Telenor will transfer information about the Customer's mobile number to the supplier of the service. If the Customer has set an expiry time for the Customer's MMS, such information will automatically be deleted after this expiry time.

**44 Customer Service**

44.1 Questions concerning the content of content-charged services may be directed to Telenor Customer Service or [telenor.dk/kontakt](http://telenor.dk/kontakt). If the service is delivered by a third party, the relevant service provider should be contacted.

**45 Complaints**

45.1 Complaints about registered usage and complaints about services provided by Telenor must be submitted to Telenor Customer Service and will otherwise follow the complaints procedure specified in Clause 19 of the Terms of Business. Complaints related to other matters than invoice issues must be directed to the provider of the content service. The addresses and telephone numbers of providers of content-charged services via Telenor's network are available on [www.telenor.dk](http://www.telenor.dk). Complaints must be sent to: Telenor Customer Service, Skelagervej 9, DK-9000 Aalborg, Denmark.

## Terms of fixed-line subscriptions

### **46 Scope of the subscription agreement**

46.1 An agreement concerning Telenor Fixed-Line includes connection to Telenor's fixed-line telecommunication network via an agreement concerning Preset Provider Code 1015 (manual entry), Automatic Preselection (Preset Provider), Fixed-Line subscription with access to basic telephony services and related services in Denmark. It is also possible to subscribe for special services.

### **47 Transfer of a fixed-line number**

47.1 The Customer may transfer its mobile number from another operator to Telenor. The Customer has the right to dispose of the telephone number.

47.2 On transfer from another operator, the subscription with this operator will automatically be terminated when the Customer is transferred to Telenor. However, the Customer should note that a binding period with the previous operator may apply. In case of such binding period, the Customer may be charged for subscription fees both from the previous operator and from Telenor for the same period.

### **48 Connection**

48.1 If the Customer is not connected to the public telecommunication network already, the Customer must designate an installation address where Telenor will arrange for the set-up of a so-called network termination point. If a network termination point already exists at the address, this point will be used. Telenor will determine the exact location of the network termination point; however, the location must to the widest possible extent be based on the Customer's request.

48.2 If the Customer wishes to place the network termination point or a wiring connection at a location which is not financially and technically appropriate (e.g. hidden cabling, placing of the network termination point in wet areas etc.), such service will be invoiced. If the Customer at a later time wishes to change the location of the network termination point and the wiring connection, such services will be invoiced.

48.3 According to agreement with Telenor, the Customer must ensure that Telenor or a third party appointed by Telenor has unlimited access to set up the network termination point and the wiring connection.

48.4 If unlimited access is not provided at the agreed time and date, Telenor is entitled to invoice the Customer for lost time and transport. According to agreement with Telenor, the Customer will provide for any power supply required by law for the connection and its operation. Any expenses incurred in this regard must be paid by the Customer.

### **49 Installations**

49.1 The Customer must not dispose of physical installations by sale, rental, pledging or the like. The Customer must not interfere with such installations.

## Terms of Broadband

### **50 Confidential information**

- 50.1 Information passed on to the Customer in connection with the creation of the subscription is personal and must not be disclosed to a third party. If such confidential information is lost, the Customer must immediately notify Telenor thereof. The Customer is responsible for misuse of such information.
- 50.2 Any material to and from the Customer's e-mail address is personal and confidential. Telenor is not entitled to read or in any other way disclose any information to a third party concerning activities related to the Customer's subscription, unless required by law.

### **51 The Customer's liability**

- 51.1 The Customer is liable for all usage related to the subscription. In case of a third party's misuse of the Customer's subscription, the Customer is responsible for documenting such misuse. In case of a suspicion of misuse, the Customer must immediately notify Telenor thereof.

### **52 Remedial action and support**

- 52.1 Telenor is not responsible for ensuring that the Customer's setup, installation and setup of equipment are correct. Telenor is only responsible for ensuring connection on the line and that equipment provided is in working order. If the Customer chooses to contact Telenor for telephone support and assistance for setup etc., the Customer will not be released from payment if the setup of the equipment is unsuccessful. Telenor may charge a support fee when the support is a result of faults attributable to the Customer.

### **53 General information concerning the network**

- 53.1 Telenor actively uses methods to fight misuse of the Internet.
- 53.2 Customers who misuse the e-mail system for distribution or relay hosting of mail, spam or the like will be liable in damages for any costs inflicted on Telenor in this regard. Telenor is entitled to take the necessary precautions to safeguard the operation of Telenor's network. This may include – but is not limited to – blocking of traffic from networks which are assessed to compromise the security of Telenor's network.
- 53.3 The Customer is responsible for checking that all material placed on Telenor's servers complies with current Danish and international legislation on copyright and, thus, does not infringe third-party rights.
- 53.4 Telenor does not undertake to check the Customer's use of the resources made available to the Customer. Consequently, the Customer assumes all liability for all information made available by the Customer by using networks and servers made available by Telenor.

### **54 Liability in damages**

- 54.1 By downloading material from the Internet or by opening files received by e-mail, the Customer may risk infecting its hardware and software with a virus. Telenor cannot be held liable for the Customer's loss caused by download of material from the Internet or opening of files received as e-mail, infections of the Customer's hardware or software with a virus.
- 54.2 Furthermore, Telenor cannot be held liable for other use of the product or service than what has been presupposed, or for loss resulting from breach or termination of an agreement with a third party, infringements related to intellectual property rights or the like as a result of use of information found on the Internet. Telenor cannot be liable in damages if the Customer obtains assistance from a technician or other kind of support from a third party.

- 54.3 Telenor will not be liable for loss caused by access to the Customer's data and/or systems by unauthorised persons. In case of a temporary disconnection or cancellation of the subscription as a result of breach of an agreement concluded between the Customer and Telenor, the Customer will have no claim against Telenor. Telenor is not responsible for loss of data etc. in connection with the Customer's use of the subscription agreement and related services.
- 54.4 Telenor will not be responsible if the Customer by visiting a specific website downloads a file, with or without the Customer's knowledge, which will subsequently make the computer call expensive telephone numbers abroad.

## Appendix to Terms of mobile subscriptions

Section 61 of the Act on Payment Services (Consolidation Act no. 365 of 26 April 2011) has the following wording:

- 61.** The payer's provider shall be liable for losses consequential upon unauthorised payment transactions, cf. section 57, unless otherwise provided by section 62. In the event of an unauthorised transaction, the payer's provider shall immediately repay the amount to the payer.
- (2) It may be agreed that subsection (1) shall not apply to micro payment instruments applied anonymously or if, because of the nature of the payment instrument, the payer's provider is unable to prove that the payment transaction was authorised.

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