

# Standard terms and conditions for high-speed Internet network

Valid from 15.11.2022

## 1. GENERAL PROVISIONS

**1.1** "Enefit Connect OÜ standard terms and conditions" (hereinafter: Standard Terms and Conditions) regulate the construction of internet connection readiness by Enefit Connect OÜ (hereinafter: Service Provider or Party).

**1.2** Standard Terms and Conditions are an integral part of quick Internet connection Agreement (hereinafter: Agreement).

**1.3** The Service provider ensures the availability of standard terms and conditions on its website and service offices.

**1.4** The Service provider may perform the obligations provided for in the Agreement itself or use third parties to perform its obligations.

**1.5** By signing the Agreement, the Client confirms his / her consent to such transfer of the Service Provider's obligations and rights, and the willingness to be responsible for the performance of his or her obligations to either the service provider or a third party appointed by them.

**1.6** The parties shall, in agreement with generally electronic signature, use documents signed in electronic form in accordance with the requirements of the legislation governing the use of the digital signature and accept the agreements entered into in such document form.

**1.7** In matters not regulated by the agreement and / or standard terms, the parties are guided by the legislation. By signing the Agreement, the Client has confirmed that he/she has read the content of the Agreement, including the Standard Terms and Conditions of the high-speed Internet technical specification, understood the content and agrees with the Agreement.

## 2. DEFINITIONS

**2.1** Standard Terms and Conditions for a high-speed Internet network - a document established by the Service provider that sets out the conditions necessary for joining the access network of Service provider and the principles of charging for connection to the high-speed Internet network and changing the terms and conditions;

**2.2** Building an Internet connection readiness - a service consisting of establishment and management of an electronic communications network for the purpose of providing it wholly or partly for the purpose of providing electronic communications services to other communications undertakings;

**2.3** Party - Service Provider or Customer;

**2.4** Customer - a person who wishes to use a publicly available electronic communications service and submits a connection application to the Service provider and signs a subscription contract to join the high-speed Internet network.

**2.5** Subscription Agreement - a contract that has as its object the establishment and maintenance of a connection to a public electronic communications network.

**2.6** Service Provider Access Network - part of a public electronic communications network that provides the end-user with a reliable and at least a high-speed broadband service over an electronic or equivalent electronic communications network close enough to the end-user premises to ensure the effective provision of fast broadband services.

**2.7** Access Point - A service provider's communication box or other appropriate device connected to the transmission network.

**2.8** Subscription Fee - the fee payable by the Customer for connection to the Service provider's access network, provided in the Contract.

**2.9** Client Line - the physical connection between the end point of a fixed electronic communications network and an Access Point or other appropriate device.

**2.10** Line - A set of technical devices that connect the end point to the connection point.

**2.11** End point - a physically determined point in a public electronic communications network where the Customer has access or possibility to access a public electronic communications network. The location is usually at the border of the property or in its immediate vicinity in a connection box, which may be located on the post or in the soil. The end point is part of the service provider's access network.

**2.12** Connection Point - The point of connecting the Customer to the terminal equipment line.

**2.13** Due Date - the day when the payment must be received in the Service provider's current account;

**2.14** Communications company - an electronic communications service provider that provides the Customer with an electronic communications service.

## 3. JOINING AND CHANGING THE TERMS AND CONDITIONS

**3.1** The Service provider shall ensure the Client's access and change of terms and conditions on the terms and at the time agreed in the Agreement and the standard terms and conditions.

**3.2** The Agreement is based on the order submitted by the Client, which the Service provider undertakes to process within 5 working days from the submission of the application.

**3.3** The Service provider has the right to reject the order if there are shortcomings in the information provided in the order or if the Service provider does not have the necessary infrastructure to fulfil the specific order.

**3.4** The Service provider has the right to unilaterally change the term of construction agreed in the Agreement for a reasonable period of time if, for reasons beyond the control of the Service provider, it is not possible to perform the works within the agreed term. The Service provider informs the Client of the fact that the Agreement is being performed and the new deadline is at the earliest opportunity.

# Standard terms and conditions for high-speed Internet network

Valid from 15.11.2022

**3.5** If during the performance of the Agreement it becomes evident that the Service provider cannot design or construct or perform any other activity that hinders the performance of the Agreement and this is due to the Customer, the Service Provider shall inform the Customer of the fact that the Agreement is being implemented and, if possible, shall set a reasonable deadline for the Client to remove the obstacle.

**3.6** If there are no land use agreements that are necessary for the establishment of the Line, the Service provider has the right not to establish the Line. The Customer is responsible for concluding land use agreements with third parties that are a prerequisite for establishing the line. The service provider determines the location of the end point in the Contract. The location of the end point may be specified during the connection. The exact location of the end point is fixed in the work transfer act. The location of the End Point determined by the Service provider may be changed by agreement of the Parties.

**3.7**

**3.8** The communications network established for the performance of the agreement belongs to the Service provider up to the end point located on the edge of the property or in its immediate vicinity. The network to be built from the end point belongs to the Client.

## 4. PAYMENT OF THE CONNECTION FEE

**4.1** The Customer shall pay the Service provider a fee agreed in the Agreement.

**4.2** The Service provider shall submit an invoice or invoices to the Customer for paying the connection fee. The Customer shall pay the Service provider by the due date indicated on the invoice or invoices, referring to the reference number on the invoice.

**4.3** The Service provider issues an invoice to the Client as agreed on paper or electronically.

**4.4** The invoice submitted by the Service provider on paper is expected to be received by the Customer if it has been sent to the Customer's contact address indicated in the Agreement and 5 days have passed from the date of posting. An electronically submitted invoice is expected to be received by the Customer if it is sent to the Customer's e-mail address indicated in the Agreement.

**4.5** The fee is deemed to be paid from the day it is received in the Service provider's current account.

**4.6** A third party may also fulfil the Client's obligation, but regardless of the unconditional acceptance of performance by the Service provider, the said shall not be considered as consent to transfer of the obligation from the Client to a third party.

**4.7** The Service provider has the right not to activate the connection of the Client's communications network for its use before the receipt of the Connection fee and the signing of the transfer-acceptance act.

**4.8** If the Client has not signed the instrument of transfer-acceptance act within three (3) working days after the submission of the transfer-acceptance act by the Service Provider and the Client has not

submitted any complaints to the Service Provider regarding the deficiencies of the work performed under the Contract, the work performed under the Contract will be deemed to have been handed over to the Client.

**4.9** The service provider has the right to conduct credit risk analysis for the subscriber according to its credit policy and, as a result, not to allow the subscription fee to be paid in several instalments.

## 5. LIABILITY

**5.1** The Parties shall be liable for inadequate performance or non-performance of the obligations provided for in the Agreement (hereinafter: breach of obligation). The Parties shall not be liable for any breach of the obligation if the breach of obligation is excusable.<sup>5</sup>

**5.2** The service provider is not responsible for any breach of the obligation if:

**5.2.1** The service provider does not obtain the permits, approvals and/or land use rights necessary for the construction of the communications network.

**5.2.2** If the breach of the obligation is caused by the Client's failure to perform its obligations.

**5.3** If the Client delays the payment of the connection fee, the Service Provider has the right to demand:

**5.3.1** a default interest from a Client who is a legal person in the amount of 0.2% of the amount due for each day of delay until the payment of the amount due in full;

**5.3.2** a default interest from a Client who is a natural person in the amount of 0.066% of the amount due for each day of delay until the payment of the amount due in full;

**5.4** The Party shall compensate the other Party for the direct proprietary damage caused by the breach of its obligations under the Agreement and shall compensate for reasonable expenses. Loss of income is not compensated.

**5.5** A Party may, in the event of a breach of the Agreement, use all legal remedies arising from law and/or standard terms separately or together, unless the law, the standard terms and the Contract indicate which remedy is used and if the damage has not been caused intentionally or due to gross negligence or it is forbidden by law to limit liability.

**5.6** If the Customer has failed to fulfil an obligation, the Service provider has the right to assign and/or transfer it to a third party for recovery. The Client is obliged to compensate the Service provider and/or the third party for the expenses incurred by the recovery of the claim.

**5.7** The Service provider is not responsible for the fulfilment of the obligations arising from the electronic communications service Agreement concluded between the Customer and the communications company.

# Standard terms and conditions for high-speed Internet network

Valid from 15.11.2022

## 6. AMENDMENT OF THE AGREEMENT

**6.1** The Agreement may be amended by agreement between the Parties, as well as on other grounds, in writing or in a format that can be reproduced in writing, as provided for in the Agreement or the Standard Terms and Conditions.

**6.2** The Service Provider has the right to unilaterally change the technical solution for the provision of the service by notifying the Customer thereof in accordance with the provisions of the Standard Terms and Conditions.

**6.3** The Service Provider has the right to unilaterally amend these Standard Terms at any time. The Service Provider must publish a corresponding notice regarding the amendment of the Standard Conditions on its website. If the Client's existing rights or obligations are changed by amending the standard terms and conditions, the Service Provider should notify the Client in the manner provided for in clause 9.1 at least one (1) month before the amendments to the standard terms enter into force. If the provision(s) are changed to a disadvantage for the Client upon amendment of the Standard Terms, the Client has the right to cancel the Contract by notifying the Service Provider thereof in the manner provided for in clause 9.1 at least two (2) weeks before the amendments enter into force. The cancellation of the Contract does not release the Client from the obligation to perform the obligations arising from the Contract until the cancellation thereof, whereas the current standard terms and conditions will apply to the Customer with regard to the performance of these obligations.

**6.4** If the Client does not cancel the Contract in accordance with the procedure set out in the previous clause, it shall be deemed that the Client has silently expressed his or her intention to agree to the amended Standard Terms and has no claims against the Service Provider in this regard. The amended standard terms and conditions will become an integral part of the Contract from the date of their entry into force and will be binding on the parties. The provisions of the standard terms that were previously in force will be deemed to have expired.

## 7. VALIDITY OF THE CONTRACT

**7.1** Contract ends:

**7.1.1** fulfilment of the obligations laid down in the Agreement:

**7.1.2** by written agreement of the parties;

**7.1.3** if the service provider is unable to provide the service.

**7.2** A request for termination of the Agreement shall be notified to the other Party in writing or in a format which can be reproduced in writing.

**7.3** The Service Provider has the right to unilaterally cancel the Agreement due to a serious violation of the Agreement by the Customer.

**7.4** The Service Provider has the right to unilaterally cancel the Contract if the performance of the work performed under the Contract

is prevented due to circumstances beyond the control of the Service Provider, including, but not limited to:

**7.4.1.** if the Service Provider is unable to obtain the necessary approvals, permits or access for the construction of the Line;

**7.4.2.** if the Customer is not entitled to receive internet connection readiness under the conditions stipulated in the Contract in accordance with the applicable legislation.

**7.5** A Customer who is a natural person has the right to withdraw from the Contract without giving a reason within 14 days from the conclusion of the Agreement. If a Customer who is a natural person withdraws from the Contract, the Service Provider has the right to demand compensation from the Customer for the expenses incurred. In order to withdraw from the Contract, the Client must submit a corresponding application to the Service Provider in accordance with the procedure set out in clause 9.1.

**7.6** Upon termination of the Agreement after the connection to the Customer by the Service provider, the connection fee for the public electronic communications network is not refunded.

**7.7** Upon termination of the Agreement prior to the establishment of the connection required by the Service provider for the public electronic communications network, the Service provider will return the connection fee already paid to the Client, taking into account the expenses previously made for the connection or for changing the terms and conditions.

**7.8** If the Customer has terminated the Agreement or the Agreement is terminated due to a breach of the Customer's contract and the Customer has paid less than the connection fee for the performance of the Agreement, the Service provider has the right to demand reimbursement of reasonable expenses incurred by the Client for the performance of the Agreement up to the amount of the Connection fee agreed in the Agreement.

## 8. SETTLEMENT OF DISAGREEMENTS

**8.1** Disagreements and disputes arising from or in connection with the performance, amendment or termination of this Agreement shall be settled in particular by negotiation between the Parties.

**8.2** The other Party may file a written complaint to the Consumer Protection and Technical Surveillance Authority regarding the act or omission of a Party that is in conflict with the Electronic Communications Act or legislation established on the basis thereof.

**8.3** A Customer who is a natural person may, for the settlement of disputes arising from the Agreement, which the parties have not been able to settle by agreement, apply to the Consumer Disputes Committee acting on the basis and pursuant to the procedure provided for in the Consumer Protection Act.

**8.4** Disputes arising from the Agreement, which the Parties are unable to settle by agreement of the Parties, shall be settled in the court of the place of residence or domicile of the defendant under the legislation of the Republic of Estonia. If the Customer resides in a foreign country

# Standard terms and conditions for high-speed Internet network

Valid from 15.11.2022

after the conclusion of the Agreement or takes over his or her place of business or location, or if the Customer's activity, residence or location is not known at the time of filing the action, the dispute shall be settled in the court of the Republic of Estonia under the legislation of the Republic of Estonia. The foregoing shall not preclude the right of the parties to make a statement of claim in the expedited procedure in accordance with the jurisdiction laid down for that procedure.

## 9. NOTIFICATION

9.1 Notices, consents, approvals and other declarations of intent are presumed to be in accordance with the Agreement and served if the declaration of intent has been communicated to the other party in writing or in a format which can be reproduced in writing to the contact details specified in the Agreement or communicated to the other party, if a specific permitted form has not been specifically agreed in the Agreement or in the standard Terms and Conditions for the submission of a specific declaration of intention. A statement of intent sent orally is presented in accordance with the agreement if the Service provider has recorded it.

9.2 The Service provider publishes information on the connection fee and the terms and conditions for changing the terms and conditions of the Service provider's website, the Service provider's service points and information telephone.

9.3 The Parties shall inform each other within a reasonable period of time of any circumstances preventing the performance of the Agreement.

9.4 The Service provider shall notify the Customer of the changes in the contact address of the Service provider provided for in the Agreement to the Customer's contact details and the website of the Service provider.

9.5 The Customer shall notify the Service provider within 14 days of any changes to the contact details provided by the Agreement.

## 10. PRINCIPLES OF PROTECTION AND PROCESSING OF PERSONAL DATA

10.1 The Service provider shall ensure the natural person the protection and processing of the personal data of the Client pursuant to the procedure provided for in the Standard Terms and conditions and in compliance with the legislation and the "Principles of Processing Customer Data" published on the Service Provider's website.

10.2 The controller of the customer's personal data is Enefit Connect OÜ (registry code 16130213, located at Veskiposti 2, Tallinn 10138). The names of the processors of the Service Provider and their contact details are available on the website of the Service Provider.

10.3 The Customer who is a natural person has the right to demand that his or her personal data will be changed, specified and terminated or temporarily suspended pursuant to the Personal Data Protection Act and the Principles of Processing Customer Data.