

# General Terms and Conditions for the Use of Services of SkyTel OÜ

## 1. General Provisions

1.1. These General Terms and Conditions establish the terms for the use of services provided by SkyTel OÜ (hereinafter referred to as the *General Terms and Conditions*) and constitute an integral part of the Service Agreement concluded between SkyTel OÜ, registration number 12926323, located at Lasnamäe 18, 11416 Tallinn, Republic of Estonia (hereinafter *SkyTel OÜ* or the *Party*) and an individual or legal entity (hereinafter the *Client* or the *Party*).

1.2. These General Terms and Conditions apply to all service agreements concluded with clients.

1.3. All service agreements referred to in the General Terms and Conditions shall be concluded in writing and shall be deemed effective from the moment they are signed by the parties.

1.4. The following terms are used in the Agreement, including the General Terms and Conditions, and in the relations between the Parties:

- **Representation** – a commercial entity authorized to conclude, amend and terminate agreements with clients on behalf of SkyTel OÜ, and to represent SkyTel OÜ in all matters related to the provision of communication services;
- **Price List** – a document approved by the communications service provider, containing the offered packages of voice services and their tariffs;
- **Client** – a person using the communication service, having concluded a Service Agreement with the communications service provider;
- **Website** – the official website of SkyTel OÜ at <https://skytel.ee> and <https://skytel24.com>
- **Installment Agreement** – a written agreement concluded between SkyTel OÜ and the client for the sale of equipment on instalment terms, under which the client is entitled to pay for the equipment in parts within the period agreed by the parties;
- **Credit Limit** – the maximum amount determined by the communications service provider within which services may be provided to the client on credit;
- **Restriction of Communication Services** – partial or complete suspension of communication services for the client's phone number in accordance with these General Terms and Conditions, performed without terminating the Agreement;
- **Communication Services** – public electronic communication services, including related supplementary services offered and provided by the communications service provider;
- **Benefit** – provision of a service to the client at a reduced price and/or sale of equipment on instalment terms;
- **Service Agreement** – the agreement concluded with the client upon ordering a specific service;

- **Phone Number** – the phone number assigned to the client under the Agreement and used for the provision of services;
- **Personal Data** – data pertaining to an identified or identifiable individual collected during the provision of communication services by or through SkyTel OÜ.

## 2. Conclusion of the Agreement

2.1. To use the services of SkyTel OÜ, the client concludes a fixed-term or open-ended Service Agreement. The Agreement may be concluded either in written form or electronically using a digital signature.

2.2. SkyTel OÜ reserves the right to refuse to conclude an agreement if:

2.2.1. the person has limited legal capacity or is legally incapable, and the consent of their legal representative to conclude the agreement is not provided;

2.2.2. the person is undergoing liquidation and/or bankruptcy proceedings;

2.2.3. the person has outstanding obligations to other communication service providers;

2.2.4. the person has provided incorrect information and/or falsified documents required for concluding the agreement.

2.3. To conclude a service agreement, the person must:

2.3.1. review these General Terms and Conditions, the price list for available services, and other information necessary for receiving communication services;

2.3.2. provide all data and documents required for concluding the agreement;

2.3.3. if necessary, pay an advance or other charges required for concluding the agreement.

2.4. After the Agreement is signed by the parties, SkyTel OÜ shall commence providing communication services to the client within 3 days, but no later than 7 days.

2.5. If deficiencies or inconsistencies are discovered during verification of the data and/or documents provided by the person, SkyTel OÜ is entitled to suspend the commencement of service provision until such deficiencies or inconsistencies are remedied. If the person fails to correct or remedy them within the time specified by SkyTel OÜ, SkyTel OÜ reserves the right to withdraw from the agreement.

2.6. To purchase communication equipment from SkyTel OÜ at a discounted price or to receive any other benefit valid for a fixed period, the client may, based on the agreement, undertake a fixed-term obligation to SkyTel OÜ regarding the use of a specific service package, service, or service parameter, and/or conclude with SkyTel OÜ a fixed-term service agreement.

2.7. A client who has undertaken a fixed-term obligation is required to use SkyTel OÜ services throughout the entire duration of the agreement. In the event of early termination of the fixed-term agreement under these General Terms and Conditions—regardless of whether it is initiated by the client or SkyTel OÜ—the client must, upon the first request of SkyTel OÜ and in accordance with the price list, pay the fee for early termination. This fee shall not apply if the client terminates the agreement due to changes made by SkyTel OÜ to the General Terms and Conditions that directly affect the content and/or essential terms of the specific fixed-term agreement, or if the agreement was breached due to the fault of SkyTel OÜ.

2.8. If neither the client nor SkyTel OÜ notifies the other party at least one (1) month before the expiration of the fixed-term agreement of their intention to terminate the agreement, and the client continues using SkyTel OÜ services after the expiration date, the agreement becomes open-ended.

2.9. The free provision, sale with partial payment, and sale on instalment terms of equipment shall be carried out on the basis of a written fixed-term or open-ended service agreement or an instalment sale agreement.

2.10. Equipment provided free of charge, purchased with partial payment, or on instalment terms, along with the relevant documents, shall be delivered to the client after signing the service agreement and the instalment agreement.

2.11. The risk of accidental loss or damage to the equipment passes to the client at the moment the equipment is handed over. Ownership of the equipment passes to the client after the instalment period ends.

2.12. Restriction or impossibility of using the equipment due to loss (including theft), damage, complete or partial destruction does not exempt a client who has concluded a fixed-term service agreement and/or an instalment purchase agreement from paying the full cost of the equipment.

2.13. Under a fixed-term service agreement and/or an instalment sale agreement, the client bears full and unconditional responsibility for the preservation of the equipment from the moment possession is transferred until the equipment becomes the client's property or is returned.

2.14. In case of loss of equipment provided under a fixed-term agreement or instalment sale, or if the equipment becomes unusable for any reason reducing its value beyond normal wear and proper use, the client shall pay compensation equal to the price of similar new equipment.

2.15. If the client discovers any defect or non-compliance of the equipment with the terms of the fixed-term agreement or instalment sale agreement, the client must notify SkyTel OÜ within the deadlines and in accordance with the conditions set out in Article 220 of the Law of Obligations Act.

2.16. SkyTel OÜ shall not be liable for defects in equipment sold under an instalment sale agreement arising from mechanical damage (including liquid damage), misuse, or natural wear and tear.

2.17. Expenses related to maintenance and repair of equipment sold or provided under an instalment sale agreement, or expenses related to replacement of equipment, shall be borne by SkyTel OÜ, except in cases specified in clause 2.16 of these General Terms and Conditions.

### **3. Rights and Obligations of the Parties**

#### **3.1. The Client has the right to:**

3.1.1. use the services under the terms set forth in the General Terms and Conditions and the Agreement, and pay for services in accordance with the current price list;

3.1.2. receive from SkyTel OÜ information and assistance regarding the services;

3.1.3. demand that SkyTel OÜ fulfils these General Terms and Conditions and the Agreement;

3.1.4. submit complaints, requests, and suggestions to SkyTel OÜ regarding improvement of service quality;

3.1.5. withdraw from the Agreement in accordance with these General Terms and Conditions;

3.1.6. review their personal data processed by SkyTel OÜ;

3.1.7. request that the processing of personal data be discontinued upon termination of the Agreement or request correction and/or supplementation of such data;

3.1.8. contact the Consumer Protection Authority, the Data Protection Inspectorate, and/or the courts.

#### **3.2. The Client shall:**

3.2.1. comply with these General Terms and Conditions, the Agreement, and applicable law;

3.2.2. pay for the services in the amounts and within the timelines agreed in the Agreement;

3.2.3. provide information and/or documents at the request of SkyTel OÜ;

3.2.4. promptly notify SkyTel OÜ of changes to personal data (name, address, contact information), loss of identity documents, initiation of liquidation and/or bankruptcy proceedings against the client, or other circumstances affecting the validity of the Agreement;

3.2.5. reimburse SkyTel OÜ for all expenses related to eliminating malfunctions and/or damage caused by the client and interfering with or preventing the use of SkyTel OÜ communication networks;

3.2.6. reimburse SkyTel OÜ for expenses related to debt collection, including expenses for third parties acting on behalf of SkyTel OÜ;

3.2.7. not provide or mediate services received under the Agreement to third parties without the consent of SkyTel OÜ, except for personal use. This includes providing or mediating telephone calling or data exchange services using the SkyTel OÜ network. The following cases (non-exhaustive list) constitute a violation:

3.2.7.1. disproportionate ratio of outgoing to incoming calls or minutes;

3.2.7.2. disproportionate increase in outgoing calls or minutes;

3.2.7.3. client behaviour significantly deviating from the average mobile service user.

3.2.8. A client who violates the obligation set out in clause 4.3 of the General Terms shall not be considered a consumer under Article 34 of the Law of Obligations Act.

### **3.3. SkyTel OÜ has the right to:**

3.3.1. demand that the client properly fulfils the Agreement;

3.3.2. unilaterally amend the General Terms and Conditions and/or the price list by notifying the client at least one (1) month in advance;

3.3.3. unilaterally amend service package terms or other conditions, notifying the client in advance;

3.3.4. change the numbering plan or dialing procedures based on legal requirements, notifying the client;

3.3.5. introduce new additional services and/or change their content via mass media and the SkyTel OÜ website;

3.3.6. without prior notice, restrict or suspend services if the client connects malfunctioning or non-compliant equipment to the network;

3.3.7. restrict services in whole or in part in cases established by Articles 98 and 100 of the Electronic Communications Act and/or upon violation of clause 4.3 or exceeding the credit limit;

3.3.8. withdraw from the Agreement based on these General Terms and Conditions;

3.3.9. process and transfer client data to third parties in case of violation of Agreement terms, in compliance with personal data protection laws;

3.3.10. demand reimbursement of debt-collection expenses;

3.3.11. report client data relating to non-performance of obligations to credit databases;

3.3.12. assign claims against the client to third parties regardless of client consent;

3.3.13. record and store calls made by the client to SkyTel OÜ customer service numbers and use such recordings to verify client statements, confirm transactions, provide service, and improve service quality.

### **3.4. SkyTel OÜ shall:**

3.4.1. properly fulfil the Agreement;

3.4.2. provide communication services in accordance with the Agreement and these General Terms and Conditions;

3.4.3. ensure the provided services meet the applicable quality requirements in the Republic of Estonia;

3.4.4. provide the client with information on the price list, service packages, and General Terms and Conditions upon request;

3.4.5. maintain its network and notify clients of planned maintenance via the website at least 5 calendar days in advance;

3.4.6. issue invoices and notify the client of outstanding debts;

3.4.7. restore services within 3 business days after the cause for restriction is eliminated;

3.4.8. suspend disclosure of the client's personal data disputed by the client until accurate data are

## **4. Settlement Procedure**

4.1. SkyTel OÜ establishes service fees based on the price list applicable to all clients. The client is obligated to pay for all services rendered to the telephone numbers associated with the client as a user of the SkyTel OÜ network.

4.2. The Parties shall base their settlements on the price list effective at the time the services were provided. The cost of a service used by the client depends on its price, duration, and volume.

4.3. All service prices are subject to value-added tax as prescribed by law.

4.4. The billing period at SkyTel OÜ is one (1) calendar month.

4.5. SkyTel OÜ sends invoices to the client's postal address or email address as provided by the client. The Parties acknowledge that an invoice sent electronically to the client's email address, or any invoice sent in another manner agreed between the Parties, shall be deemed equivalent to an invoice sent in paper form to the client's postal address. Non-receipt of an invoice does not release the client from the obligation to pay it. The client must notify SkyTel OÜ of non-receipt of the invoice no later than the 10th day of the month following the month in which the services were provided.



4.6. The client must pay the invoice in full within 14 calendar days from the date of issue to the bank account specified in the service agreement. The payment obligation is considered fulfilled when the full amount listed on the invoice has been received in the bank account of SkyTel OÜ and the client has correctly specified the reference number.

4.7. SkyTel OÜ has the right to charge late payment interest at the rate of 0.15% per day on the unpaid amount if the client fails to duly pay the invoice (including partial payment—interest is calculated on the unpaid portion). Late interest is calculated starting from the calendar day following the invoice payment due date.

4.8. SkyTel OÜ reserves the right to restrict the client's access to communication services until the following circumstances are resolved:

4.8.1. the cost limit agreed with the client for the services rendered has been exceeded;

4.8.2. the client has delayed payment for services for the previous billing period by more than 14 calendar days;

4.8.3. the client has failed to notify SkyTel OÜ of changes in contact details, causing correspondence (including invoices) sent to the client to be returned marked as undeliverable, refused, or showing that the client no longer resides at the address;

4.8.4. the client has disturbed other users or disrupted network functionality due to the use of prohibited and/or defective equipment;

4.8.5. the client provided false data and/or falsified documents at the time of concluding the agreement and/or thereafter;

4.8.6. restriction of services is required by legal acts and/or official authorities.

4.9. After the circumstances leading to service restriction have been eliminated, SkyTel OÜ shall restore service provision within no more than 5 business days, provided that the agreement has not been terminated due to expiry or on other grounds.

## **5. Withdrawal from the Agreement**

5.1. SkyTel OÜ may withdraw from the Agreement by sending a written notice to the client or notifying the client via means of communication.

5.2. The client may withdraw from the Agreement by submitting a corresponding request to the SkyTel OÜ customer service department, and SkyTel OÜ may require the client to submit a written notice of withdrawal.

5.3. SkyTel OÜ has the right to unilaterally and without prior notice withdraw from the Agreement if:

5.3.1. service provision has been restricted for reasons described in clause 5.8 of the General Terms and Conditions, and these reasons have not been remedied within one (1) month;

5.3.2. the client wishes to suspend the Agreement for a period exceeding 12 (twelve) months.

5.4. Regardless of the party initiating the termination, the rights and obligations of the Parties arising from the Agreement prior to withdrawal remain in force until duly fulfilled. This includes the obligation of the client to pay any outstanding invoices. Withdrawal from the Agreement does not suspend or terminate late payment interest accruing on unpaid amounts and does not release the client from the obligation to pay such interest. The client must reimburse all expenses related to debt collection, including those incurred by third parties.

## **6. Liability of the Parties**

6.1. Services are provided through the public IP network of the operator supplying internet access to the client.

6.2. If internet access is unavailable due to reasons beyond the control of SkyTel OÜ, service provision is not guaranteed.

6.3. Since the service is provided via a public IP network, i.e. through third parties, service quality depends, among other factors, on the quality of the connection provided by the client's internet service provider.

6.4. The client may claim compensation for direct material damage suffered as a result of a breach of the Agreement or the General Terms and Conditions by SkyTel OÜ. SkyTel OÜ is not liable for any other damages and is not required to compensate for lost profits; damage resulting from suspension of business operations; reduction of profit; or other similar losses. SkyTel OÜ is also not liable for damage resulting from unforeseen circumstances.

6.5. The client is liable for material damage caused to the communications service provider while using the services.

6.6. The client may claim compensation only if they notify SkyTel OÜ of the damage in a timely manner—no later than two (2) months after discovering the damage and twelve (12) months after the damage occurred.

6.7. SkyTel OÜ is not liable for temporary disruptions in network operation or service provision, including network overload during public holidays and mass events, provided such disruptions remain within the quality thresholds established in the Republic of Estonia. SkyTel OÜ is not liable for malfunctions of the client's mobile phone or for disruptions in electronic communications networks and services operated or provided by third parties.

6.8. SkyTel OÜ is not liable for the client's inability to access the internet for reasons beyond the control of SkyTel OÜ.



6.9. The client is responsible for the proper use of communication services and timely payment of invoices if the client has allowed other persons or third parties to use the services.

6.10. The client may offset claims made by the communications service provider only to the extent established by enforceable court judgments.

## **7. Other Provisions**

7.1. The Agreement supersedes all prior oral and written agreements between the Parties and/or contracts, representations, and correspondence regarding services offered within the SkyTel OÜ communication network and/or the Agreement.

7.2. Communication between the Parties regarding the Agreement shall be conducted in simple written form or via means of communication through the SkyTel OÜ customer support service, unless otherwise stated in the Terms.

7.3. SkyTel OÜ shall send written notices to the client either in paper form to the postal address provided in the Agreement or electronically to the email address provided, and such notices shall be deemed delivered 48 (forty-eight) hours after being sent unless earlier delivery is proven.

7.4. SkyTel OÜ may transfer, assign, or otherwise dispose of its rights and obligations under the Agreement to third parties without the client's consent, provided that this does not reduce the likelihood of proper performance of the Agreement. The client may transfer rights and obligations only with the written consent of SkyTel OÜ and provided that the client has fulfilled all prior obligations under the Agreement.

7.5. A Party shall not be liable for failure to perform obligations if performance becomes partially or fully impossible due to force majeure circumstances beyond the Party's control, including but not limited to fire, explosion, natural disaster, war, strike, interruption of electricity supply, thunderstorm, or other extreme weather conditions such as heavy rainfall, snowfall, or strong winds. The Party is released from liability for as long as the force majeure circumstance persists.

7.6. Disputes arising between the Parties shall be resolved through negotiations. If negotiations fail, disputes shall be resolved by the Harju County Court. Disputes involving consumers shall be resolved in the court of the consumer's residence.

7.7. SkyTel OÜ may unilaterally amend or supplement the General Terms and Conditions or introduce new General Terms and Conditions if required due to changes in legislation or industry standards, technical or substantive developments, creation of additional or improved service options for the client, or the need to clarify matters related to service provision or use. SkyTel OÜ shall notify the client via mass media, its website, or by sending the amendments in writing no later than one (1) month before they enter into force.

7.8. If the client disagrees with the amendments or new General Terms and Conditions, they have the right to withdraw from the Agreement by notifying SkyTel OÜ within one (1)

month from publication of the notice. Withdrawal does not release the client from fulfilling obligations arising under the Agreement prior to withdrawal, and the previous General Terms shall apply to those obligations.

7.9. If the client does not withdraw from the Agreement within one (1) month from publication of the notice, the client is deemed to have accepted the amended or new General Terms and Conditions and to have no related claims against SkyTel OÜ. The amended or new Terms become an integral and binding part of the Agreement from their effective date. Earlier General Terms are thereby deemed terminated.

7.10. SkyTel OÜ may unilaterally amend or supplement the price list or introduce a new price list. SkyTel OÜ shall notify the client through mass media, its website, or another reasonable method at least one (1) month before the changes enter into force. Upon request, SkyTel OÜ customer service shall inform the client of the changes.

7.11. If the client disagrees with the amended or new price list, they may withdraw from the Agreement by notifying SkyTel OÜ within one (1) month from publication of the notice. Withdrawal does not release the client from obligations arising prior to withdrawal.

7.12. If the client does not withdraw within one (1) month from publication, they are deemed to have accepted the amended or new price list. The amended or new price list becomes an integral and binding part of the Agreement from its effective date. The previous price list is thus deemed partially or fully invalid.

7.13. These General Terms and Conditions enter into force on 08.10.2015.

7.14. In matters not regulated by the Agreement (including these General Terms and Conditions), the Parties shall follow applicable legislation and established practices.