

**Subscription Terms for TDC Broadband:****TDC Business Broadband, DSL****TDC Business Broadband, Coax****TDC Business Fibre****TDC Business Fibre Plus****Broadband, Fibre****Broadband, Coax****Broadband, DSL**

July 2019

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

**Contents**

1. The subscription agreement .....	1
2. Preconditions.....	2
2.A. Preconditions for broadband via cable TV .....	2
2.A. Access line to broadband via telecommunications network (DSL) .....	3
3. Special information on Do-It-Yourself Installation.....	4
4. Email address (YouSee Mail) .....	5
5. Permanent IP address .....	5
6. Additional services .....	6
6.A. YouSee Film & Series and C More Light .....	6
6.B. YouSee Music .....	7
7. The customer's liability .....	7
8. The customer's breach (TDC's disconnection right).....	8
9. Reliability and speed .....	9
10. Minimum subscription period – agreements on TDC Business Fibre Plus	10
11. Commencement.....	11

**1. The subscription agreement**

The following service-specific subscription terms apply to agreements on subscription to TDC Broadband (the 'Service') provided by TDC in addition to General Terms and Conditions for Delivery and Operation of TDC's Services ('TDC's General Terms and Conditions'). In the event of a conflict between the terms and conditions, these service-specific Subscription Terms for TDC Broadband will prevail.

TDC Broadband is provided via the following networks and technologies:

- TDC Business Broadband, DSL: broadband via copper-based telecommunications network (DSL)
- TDC Business Broadband, Coax: broadband via cable TV network (coax)
- TDC Business Fibre: broadband via fibre network
- TDC Business Fibre Plus: broadband via dedicated fibre network
- Broadband, Fibre: broadband via fibre network
- Broadband, Coax: broadband via cable TV network (coax)
- Broadband, DSL: broadband via copper-based telecommunications network (DSL)

The order confirmation from TDC or the additional terms and conditions for the subscription type chosen specify the speed and technology applicable to the agreement on TDC Broadband.

A subscription to TDC Broadband comprises the following:

- Access to TDC's Internet service via one or more connections to either TDC's fibre network, TDC's cable TV network (coax) or TDC's copper-based telecommunications network (DSL) with the speed agreed with the customer based on the possibilities in the area in which the installation site is located.
- Possibility of using TDC Broadband with the functions and features linked at any given time to the subscription type chosen.
- Access to subscribing to supplementary services, functions and features (value-adding services) which are offered under the subscription type chosen.

Unless otherwise specified, all the terms in these Subscription Terms apply to the provision of broadband via TDC's fibre network, broadband via TDC's cable TV network (coax) and broadband via TDC's copper-based telecommunications network (DSL).

## **2. Preconditions**

It is a precondition for the subscription agreement that it is technically feasible to deliver the Service at the installation site, including that the installation site is within the geographical coverage area of the fibre network, the cable TV network and the copper-based telecommunications network respectively. If delivery is not possible, TDC must notify the customer as soon as possible.

### **2.A. Preconditions for broadband via cable TV**

For agreements on subscription to broadband via cable TV network (coax), the following special terms apply:

It is a precondition for the subscription agreement that the systems at the installation site have been designed for return path.

It is generally not a precondition for the subscription agreement on broadband via cable TV network (coax) that the customer must receive a television signal (programme supply) from YouSee. If the customer is connected to a cable TV network via the customer's housing association or antenna association (the 'Association'), the Association may, however, stipulate that the agreement on broadband via cable TV network (coax) requires that the

customer must receive a television signal from YouSee. In such case, the precondition can be met in one of the following ways:

- The customer has entered into an agreement with YouSee on subscription to YouSee TV via cable TV network and is connected to a cable TV network via the customer's housing association or antenna association (the 'Association'), which has concluded an agreement with YouSee on delivery of Internet access and programme supply from YouSee to the Association's network.
- The customer is connected to a cable TV network via the customer's housing association or antenna association (the 'Association'), which has concluded an agreement with YouSee on delivery of Internet access and programme supply from YouSee to the Association's network; and the customer has entered into an agreement with the Association on delivery of programme supply from YouSee to the customer's address.

It is a precondition for the customer's use of the Service that the customer possesses the necessary terminal equipment, including a computer, any software and the like.

It is a precondition for the subscription agreement that the customer continuously upgrades software/firmware in the customer's terminal equipment in accordance with TDC's instructions.

## **2.A. Access line to broadband via telecommunications network (DSL)**

The following special terms on access line will apply to agreements on subscription to broadband via copper-based telecommunications network (DSL):

It is a precondition for the subscription agreement that an access line is available up to the installation site to which the customer has access, which can be used for the xDSL connection and for which TDC has concluded an agreement on joint use with the provider of the access line in question. The access line may consist of, for example, a landline connection (PSTN/ISDN) or a bearer line for xDSL (TDC Basic Line). For subscription agreements entered into after 1 January 2011, the access line cannot consist of an ISDN connection. For agreements on delivery of G.SHDSL, the required access line must consist of a bearer line for xDSL (TDC Basic Line).

If, on conclusion of the agreement or at a later time, the customer does not have access to an access line which can be used for the broadband connection, TDC can establish an access line in the form of a bearer line for xDSL (TDC Basic Line). In such case, TDC will have the right to levy a surcharge for the subscription. However, no surcharge is levied on subscription agreements on TDC Business Broadband, DSL.

The installation site for the broadband connection is the address of the required access line. If, on establishment or relocation, the customer does not have access to an access line as required, and a bearer line for xDSL must therefore be established, the customer will designate an installation site at which TDC is to establish the permanent installation (socket etc.) in accordance with Clause 5 of TDC's General Terms and Conditions.

If the precondition for an access line is no longer met, including if the customer does not want TDC to establish an access line against a surcharge, the subscription agreement on broadband via telecommunications network (DSL) will terminate concurrently with this. If, in this context, the subscription agreement on broadband via telecommunications network (DSL) is terminated at a time at which the customer is covered by a minimum subscription period, see Clause 17 of TDC's General Terms and Conditions, the customer will be liable to pay a fee corresponding to the subscription charge for the remaining part of the minimum subscription period.

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

On establishment or relocation, the customer and TDC may enter into an agreement on Do-It-Yourself Installation ('DIY') if this is technically possible, including that the installation site has an existing and usable connection to TDC's public telecommunications network with the relevant technology, see Clause 1 (including a socket).

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

The customer is responsible for ensuring that the physical connection of the connection equipment is done correctly, so that the Service will subsequently function properly. For agreements on subscription to broadband via cable TV network (coax), however, it is a special technical requirement that the signal level in the cable TV network must be sufficiently high in the network termination point, see Clause 5 of TDC's General Terms and Conditions, and if it turns out in connection with a Do-It-Yourself installation that the signal level in the cable TV network is too low, TDC will perform fault repair free of charge.

TDC is not liable for the working condition of any existing internal network at the installation site (existing extra telephone socket or extra antenna socket), see Clause 5 of TDC's General Terms and Conditions, following the customer's DIY installation of the connection equipment. If the customer requests TDC to perform the installation or repair faults in the installation made by the customer, TDC will charge the usual fee for this.

5

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

#### **4. Email address (YouSee Mail)**

TDC's product leaflet/fact sheet for the chosen subscription type states whether the customer is entitled to an electronic mailbox with one or more email addresses.

The customer is responsible for ensuring that any email addresses do not infringe any third-party rights.

The customer must not exceed the storage capacity stated in the product brochure or any limits for the transferred traffic volume etc. for emails.

For agreements on subscription to broadband via TDC's copper-based telecommunications network (DSL), the rule is that if the customer does not log on to a set up electronic mailbox via an email client or webmail for a period of 180 consecutive days, the electronic mailbox will be shut down and all data will be deleted permanently (including all content and all files in the Folders and Address Book of the electronic mailbox). The customer's accompanying email addresses will be terminated at the same time. TDC will subsequently not be able to restore deleted data. Furthermore, TDC will subsequently not be able to reserve the customer's email addresses. TDC is not responsible or liable for deleted/terminated data and email addresses. On request to TDC, the customer may have a new electronic mailbox set up with one or more new email addresses.

Any email addresses are the property of TDC and are only made available to the customer until the electronic mailbox is shut down or the subscription agreement is terminated.

If the customer is a business customer, and if the customer's broadband subscription entitles the customer to an electronic mailbox, the 'Data processor agreement for email mailboxes' will also apply as an appendix to these terms and conditions.

#### **5. Permanent IP address**

TDC's product leaflet/fact sheet for the chosen subscription type for TDC Broadband states whether the customer is entitled to one or more permanent IP addresses and whether it is possible to purchase one or more permanent IP addresses against payment of an additional subscription charge.

Any permanent IP addresses are the property of TDC and are only made available to the customer until the subscription agreement is terminated.

If eight or more permanent IP addresses are made available to the customer, TDC will report the customer's name, address and telephone number to a publicly accessible registry of assigned IP addresses at RIPE (the international network coordination centre responsible for managing the assignment of IP addresses).

TDC is entitled to change the customer's permanent IP addresses when required with regard to traffic, operation or technical conditions, including in connection with any relocation of the subscription, see Clause 7 of TDC's General Terms and Conditions. TDC will give the customer reasonable notice of any changes. The customer will bear all costs connected with the required adaptations to the customer's equipment etc.

## **6. Additional services**

### **6.A. YouSee Film & Series and C More Light**

Certain customers, see below, have access to the following additional services:

- YouSee Film & Series
- C More Light (video streaming of film and series from C More as well as access to selected web TV channels).

The following customers have access to the above additional services:

- Customers who have entered into agreements on broadband, on or after 25 August 2015, via TDC's cable TV network (coax) with speeds of 25 Mbps and above.
- Customers who have entered into agreements on broadband, on or after 27 June 2016, via TDC's copper-based telecommunications network (DSL) for certain subscription types with speeds of 10 Mbps and above.
- Customers who have entered into agreements on broadband, on or after 27 June 2016, via TDC's fibre network for certain subscription types with speeds of 25 Mbps and above.

TDC's product information or additional terms and conditions for the subscription type chosen state whether the customer has access to YouSee Film & Series and C More Light.

The detailed terms and conditions for YouSee Film & Series and C More Light are stated in separate Additional Terms and Conditions for YouSee Film & Series as well as separate Additional Terms and Conditions for C More Light.

If the customer is entitled to YouSee Film & Series and C More Light, the customer may opt out of YouSee Film & Series and C More Light with a resulting reduction of the subscription charge.

#### **6.B. YouSee Music**

Customers who have entered into an agreement on 'TDC Business Broadband, DSL' or 'TDC Business Broadband, Coax', on or after 8 November 2016, for use for a home workstation have access to YouSee Music. 'Home workstation' refers to a subscription under which there is a permanent employment relationship between the customer and the registered user at the installation site, see Clause 2.A of TDC's General Terms and Conditions.

Furthermore, YouSee Music may be included in the subscription to broadband via TDC's telecommunications network (DSL) or the subscription to broadband via TDC's fibre network in certain subscription types and with speeds of more than 1 Mbps.

TDC's product information or additional terms and conditions for the subscription type chosen specify whether the customer is entitled to use YouSee Music.

The detailed terms and conditions for YouSee Music are stated in separate Additional Terms and Conditions for YouSee Music.

If the customer is entitled to use YouSee Music, the customer may opt out of YouSee Music with a resulting reduction of the subscription charge.

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

The customer's email password for use for access to the customer's electronic mailbox, if any, see Clause 4, and the customer's login to, for example, YouSee Music, see Clause 6, are personal information and must not be disclosed to any third party except for any registered user. The customer is liable for any abuse of such information by third parties.

TDC does not undertake to check, and is not liable for, the information made available to the customer when accessing the Internet. This includes information from websites, emails, links, newsgroups or chat groups.

When downloading material from the Internet or when opening programs received by email, the customer may run the risk of infecting his hardware and software with viruses. TDC has no influence on this and cannot be held liable for any resulting damage or loss.

The customer is liable for all information made available to others by the customer via the Internet service.

The customer's use of artistic, literary or other works protected by copyright without the copyright holder's consent may constitute an infringement of third-party copyrights. Use of such works may, for example, take place when distributing or downloading material. The customer is liable for ensuring that adequate consent has been obtained from the relevant copyright holders for the use of such works.

In connection with the customer's shopping on the Internet or the customer's purchasing of Internet services from a third party, TDC is not liable for any outstanding accounts between the customer and the third party.

### **8. The customer's breach (TDC's disconnection right)**

In the event of the customer's material breach of his obligations under the subscription agreement, TDC is entitled to disconnect the customer's broadband connections and Internet access or restrict the customer's access to using the Service.

Material breach includes, but is not limited to, the following matters:

- A. The customer port scans other computers on the Internet or tries to gain unauthorised access to systems connected to the Internet (hacking).
- B. The customer's connection is being, or may potentially be, abused, with or without the customer's knowledge, for, for example, spreading viruses, spamming, phishing or the like.
- C. The customer infringes third-party copyrights by downloading or distributing material or the like.
- D. The customer deletes or falsifies transmission information, including IP addresses or header information.
- E. The customer repeatedly violates the unwritten rules on good Internet behaviour applicable at any time.

Termination of the customer's access to xDSL or fibre connections and Internet access will not lead to a reduction in the subscription charge for the period in question.

If the customer's connection has been disconnected in accordance with the above, TDC may terminate the subscription agreement without notice.

The provisions on breach contained in Clause 14 of TDC's General Terms and Conditions also apply.

Customer data from any electronic mailboxes are deleted 45 days after the customer's access to the xDSL Service or the fibre network or the Internet service is terminated, unless the connection/access is reopened. TDC will subsequently not be able to restore deleted data. Furthermore, TDC will subsequently not be able to reserve the customer's email addresses.

## **9. Reliability and speed**

The technical properties of the Internet service and the special nature of the Internet mean that variations may occur in the communication speed via the Internet service.

For agreements on subscription to broadband via TDC's telecommunications network (DSL), the following applies to speed:

- Speed range (best effort) or fixed speed:  
The broadband connection can be delivered with guaranteed bandwidth (guaranteed fixed speed) or with best effort/maximum bandwidth (guaranteed minimum speed). For connections delivered with best effort, the speed may vary, depending, among other factors, on the distance of the installation site from the exchange, and TDC will state in its order confirmation the range within which the speed may vary.
- Net speed or gross speed (protocol overhead):  
For broadband connections produced using ADSL technology, the specified speed is the gross speed, as up to 10% of the specified speed is used for data management (protocol overhead).  
For agreements on delivery of the following subscriptions, however, the specified speed is the net speed, as the part of the speed which is used for data management (protocol overhead) is not included in the specified speed:
  - Agreements on 'TDC Business Broadband, DSL' which have been delivered on or after 8 November 2016,
  - Agreements on TDC's package products with combined delivery of broadband and telephony which have been delivered on or after 1 March 2013 as well as
  - Agreements on TDC's ADSL products marketed for residential customers (broadband in the form of Internet access via ADSL).

For agreements on subscription to broadband via cable TV network (coax), the following applies to speed:

- The broadband connection is delivered with a guaranteed speed. The specified speed is the net speed, as the part of the speed which is used for data management (protocol overhead) is not included in the specified

speed. The delivered speed is specified in the order confirmation from TDC.

For agreements on subscription to broadband via TDC's fibre network, the following applies to speed:

- The broadband connection is delivered with a guaranteed bandwidth (guaranteed fixed speed). The delivered speed is specified in the order confirmation from TDC. The specified speed is the net speed. For agreements on subscription to broadband via dedicated fibre network, however, the specified speed is the gross speed.

The speed of the customer's connection determines how fast the customer's access to the Internet is, including how quickly the customer can access websites, download data etc. The agreed speed is delivered to the NTP, see Clause 5 of TDC's General Terms and Conditions. In connection with the customer's use of WiFi router (wireless connection), the experienced speed may be lower than the delivered speed, as the speed is reduced depending on the distance between the WiFi router and the customer's terminal equipment.

In special cases, TDC reserves the right to temporarily limit the possibilities of using the Internet service for operational or security-related reasons. In addition, Clause 18 of TDC's General Terms and Conditions on changes in TDC's public networks and services applies.

TDC also reserves the right to:

- A. Test for open ports (including proxies) and open email servers (relays) on the customer's equipment that may give rise to abuse.
- B. Reject incoming and outgoing emails which are believed to be, for example, viruses, spam or phishing.
- C. Block third-party connections to TDC's Internet service if TDC finds that the connection is being, or may potentially be, abused for the purpose of spreading viruses, spamming, phishing or the like.
- D. Limit the number of emails per time unit.

## **10. Minimum subscription period – agreements on TDC Business Fibre Plus**

It is a precondition for the conclusion of the agreement on TDC Business Fibre Plus that the customer is a business customer, see Clause 2 of TDC's General Terms and Conditions for Delivery and Operation of TDC's Services.

11

An agreement on TDC Business Fibre Plus is non-terminable by the customer for a period of 21 months from the delivery date. The customer may subsequently terminate the agreement at minimum three months' notice. A total minimum subscription period of 24 months consequently applies to an agreement on TDC Business Fibre Plus.

Clause 17 of TDC's General Terms and Conditions also applies.

## **11. Commencement**

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