

# Conditions for TDC Business Solutions Self-Service System

June 2016

## 1. Agreement

Agreements about TDC Business Solutions Self-Service System, provided by TDC A/S (hereinafter TDC) are subject to the following conditions supplementing General Conditions for delivery and operation of TDC services (hereinafter the General Conditions of TDC).

In case of a conflict between the conditions, the conditions for TDC Business Solutions Self-Service System will take priority.

An agreement about TDC Business Solutions Self-Service System covers the following:

- A. Access to TDC Business Solutions Self-Service System, which is an administration application that is accessed via the Internet.
- B. Access to use the TDC Business Solutions Self-Service System with the functions and facilities associated with it at any time.
- C. Creation of one or more administrators, who have full access to see and change the information found about the customer and the customer's involvement with TDC via TDC Business Solutions Self-Service System.
- D. Administrator access to create users and other administrators.

### 1.A. Electronic order confirmation via e-Boks

It is a condition for the client's agreement about TDC Business Solutions Self-Service System, that the client accepts at the time of ordering that – regardless of the General Conditions of TDC items 1 and 1.a – TDC can send the order confirmation for the agreement about TDC Business Self-Service System to the e-Boks, which is associated with the client's CVR number.

The client's access to e-Boks requires that the client is connected to e-Boks and has accepted the conditions for e-Boks in the e-Boks application.

The order confirmation, which the client receives via e-Boks, has the same legal effect as if it were received by ordinary mail.

## **2. The parties to the agreement**

The parties to this agreement about TDC Business Solutions Self-Service System are the customer and TDC. The customer is responsible in all ways for ensuring that the conditions are met.

When the agreement is entered into, the customer shall give TDC information about the company's name and address (domicile), company form and CVR number. If so requested by TDC, the company shall document the veracity of this information.

This information and TDC's registration of it form the basis of the subscription relationship until changes to this are notified.

The customer shall immediately inform TDC of changes of address.

The customer appoints a named person as administrator.

The customer shall at all times give TDC the name at least one administrator.

The name of the person that the customer has appointed as administrator will appear in TDC's written order confirmation, which is sent to e-Boks, c.f. item 1.A. Together with this order confirmation, the customer will receive an access code that, together with a user name chosen by the administrator, shall be used to obtain access to TDC Business Solutions Self-Service System.

## **3. The customer's obligations**

The customer shall use secure administrative and management procedures, including arranging its systems in such a way that the risk of abuse is minimised.

The customer is responsible for ensuring that the administrator meets the following requirements:

- A. The administrator access key issued by TDC to the administrator must not be used by anyone other than the administrator.
- B. The administrator shall keep all data, information, codes or other material supplied by TDC confidential.

The administrator shall block a user's access to TDC Business Solutions Self-Service System immediately after having received a request about this from the user. If circumstances indicate or if there is suspicion that an issued access

code has been compromised or is no longer secure, the administrator shall immediately by own volition block such access.

The administrator shall immediately block the user's access when the user is no longer associated with the customer or when the information that forms the basis for such access is no longer in agreement with the factual circumstances.

#### **4. Changes to TDC Business Solutions Self-Service System**

TDC is entitled to make the necessary changes to the TDC Business Solutions Self-Service System to ensure that the system operates satisfactorily. TDC endeavours to inform the administrator about any changes with due warning if TDC assesses that the change is of considerable importance for the customer's use of TDC Business Solutions Self-Service System.

#### **5. Non-fulfilment**

Should one of the parties fail to fulfil its obligations in a material way with regard to the agreement, the other party can cancel the agreement in whole or in part.

Such material non-fulfilment by the customer includes:

- A. The customer gives incorrect information or fails to inform about a change of address, cf. item 2.
- B. The customer does not meet its obligations stipulated in item 3.
- C. The customer has unpaid debt to TDC.
- D. The customer has suspended payments, petitioned for composition with creditors on settlement or debt, or is in bankruptcy proceedings.

#### **6. Liability for damages**

TDC is liable for damages in accordance with the usual rules for damages under Danish law for loss as a result of actions or omissions caused by TDC or someone for whom TDC is responsible, with the limitations given below:

- A. TDC is not liable for damages that arise as a result of power failures, interruptions or changes in the TDC Business Solutions Self-Service System in

connection with measures that are deemed necessary for technical, maintenance or operational reasons, unless TDC has failed to limit the drawbacks from them.

- B. TDC is not liable for damages for indirect losses, including lost profits, loss of production, losses resulting from the inability to use TDC Business Solutions Self-Service System as implied, losses as resulting from the cancellation or non-fulfilment etc. of an agreement with a third.
- C. TDC is not liable for damages for losses as a result of unauthorised people getting access to the customer's data and/or systems.

## **7. Force majeure**

TDC is not obliged to pay damages cf. item 6 should interruption etc. be due to circumstances beyond TDC's control, including but not limited to lightning strikes, flooding, fire, war, strikes and lockouts, including strikes and lockouts by TDC's own employees.

## **8. Transference of rights and obligations**

TDC can at any time transfer its rights and obligations by agreement with a third party.

The customer does not have the right to transfer its rights and obligations by agreement with a third party without TDC's prior, written agreement.

## **9. Termination**

The agreement can be terminated by either party with one month's notice to the end of a month.

TDC can terminate the agreement without notice if the customer's other commitments with TDC cease.

In the event of termination, the customer is obligated to ensure that its commitments to users with regard to the agreement are maintained for as long as access keys issued by the customer to TDC Business Solutions Self-Service System can still be used by the users.

## **10. Changes to the conditions**

TDC can change these conditions with notice of at least one month.

Notice is given of the changes in the form of an e-mail to the administrator.

## **11. Disputes**

In the event of dispute between the customer and TDC about circumstances that arise from the agreement, the customer can make complaint to TDC.

Either of the parties can bring disputes of all forms for the ordinary courts in Denmark in accordance with the appropriate rules in force.

## **12. Effective date**

These conditions take effect 10<sup>th</sup> June 2016.