



Ver Terms and Conditions

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These terms and conditions apply to subscription agreements etc. regarding the provision and operation of all telecommunication and data services (hereinafter services) between you as a customer and Ver, which is an independent service provider under Føroya Tele.

Every person of age, i.e. over 18 years old, and every legal person may sign up for a customer subscription. As a customer, you are obliged to comply with our terms and conditions. The subscriber of a Ver-account holds the proprietary rights to all data stemming from all subscriptions under the same Ver-account.

As the owner of the Ver-account, you are liable for the payment of all services and possible added subscriptions provided in accordance with the agreement. This also applies in case you have permitted others to use your subscription/services.

1. Digital communication

To subscribe with Ver, you must have an email address. Should technical or other circumstances change, Ver may also require other conditions to be met before you may subscribe.

Messages from Ver regarding the agreement will be sent via email to the email address provided by you. These messages may include order confirmations and information regarding agreements, for example notices regarding changes in prices and conditions. This means that you will not receive messages via postal mail. The messages received through email to the email address you provide have the same legal effect as they would have had as a conventional letter. Therefore, you are obliged to check your email periodically for messages from Ver.

If you change your email address, you are obliged to inform Ver of your new email address as soon as possible via our self-service Mitt Ver on www.ver.fo. In case delivery to the provided email address fails, Ver reserves the right to charge a handling fee for delivering the message via postal mail.

1.2 Registration and correction of address:

As a customer, when signing the agreement, you must provide Ver with your name, date of birth, address, and email address. When signing the agreement with Ver, it is a condition that you and all users of subscriptions, that are tied to your subscription,

have permanent residency at the same address in the Faroe Islands, and that Ver is provided with name, date of birth, address, and email address of all users of subscriptions tied to your subscription.

You are obliged, if Ver deems it necessary, to prove the correctness of your information. Ver may thus demand photo identification, if deemed necessary.

Accordingly, the information provided will form the basis of the agreement, until changes are declared.

Ver reserves the right to use customer data across the various service platforms under Føroya Tele pf. and in all the affiliate companies of the Føroya Tele pf. association for the purpose of ensuring correct information across all service platforms under Føroya Tele pf.

Customer data will, however, not be forwarded to third parties without statutory purpose. Further information on FT Samskifti's personal data policy is available on ver.fo.

2. Subscription

You may order a service subscription on Ver's website www.ver.fo or by other means as decided by Ver. With your order, the services included in the order are defined, including subscriptions to additional services etc. If you have any outstanding debt with Ver or Føroya Tele tied to another subscription, the debt must be paid in full before the new subscription can be set up.

When subscribing, you pay in full for the subscription and services regardless of any possible ties to other subscriptions. Ver decides, whether these payments are to be paid in advance, postpaid, or proportionately. Ver reserves the right to change its decision in your favour as a customer, without notice.

3. Transfer of subscription

You may only transfer your subscription to someone else with Ver's consent.

Ver may, as a condition for the transfer, demand a written confirmation of the transfer from you and the new customer.

4. Obligations among the parties

Ver's obligations:

A: To provide a high-quality service. The demand for quality includes e.g.:

- Quick delivery of orders
- Quick contact
- Few failed connection attempts
- Good hearing- and transport options
- Few service defects
- Quick amends to errors on own equipment
- Precise charging of payments for services provided

B: To ensure, that your number is digitally registered. You will be added, free of charge, to the digital overview with your name, occupation/address, and phone number stated, unless you declare that you do not want this service.

For an extra fee, you may also have further information added to the overview on sona.fo, such as email address, website, etc.

C: To ensure, that you have free access to dial the public emergency service 112.

D: To give you due notice about any decision to change your telephone number for technical or operational reasons.

Your obligations, as a customer, include:

- Providing Ver with correct information when subscribing or altering a subscription
- Paying for the services that Ver provides in accordance with the terms of payment. The payment obligation extends to usage of service by others, including unauthorised persons, unless negligence on the side of Ver is the cause of said unauthorised usage
- Not using the subscription as a commercial subscription
- Giving Ver or Føroya Tele access, at the installation site, to search for and correct errors, which Ver deems the equipment to have, and which causes or may cause functional defects to Ver's and/or Føroya Tele's telecommunications network and service

- Breaking the connection between Føroya Tele's telecommunications network and the internal network, if it causes functional defects or impediments to Føroya Tele's telecommunications network
- Giving notice regarding order confirmation, no later than 5 working days after receiving an order confirmation via text message, in case you deem something wrong with the order confirmation
- Ensuring that necessary authorisation is obtained for the use of copyrighted products, for example in context of downloads and/or distribution

It is your responsibility, as a customer, not to:

- Intervene in Ver's and/or Føroya Tele's installation or equipment
- Plug illegal telecommunications equipment into the network connection point
- Use the connection to Ver's/Føroya Tele's telecommunications network in a way that causes damage or disturbance on the telecommunications network
- Use the service for impediment, injury, immoral, or illegal purposes

5. Equipment

All normal equipment, which meets official requirements, e.g. has CE marking, may be used. Please note, that in case of unauthorised equipment causing disturbance on the telecommunications network, you may be ordered to pay for damages. In order to use services from Ver, the equipment must support the necessary technology, and the service must be set up correctly on the equipment.

6. Digital self-service

With your first Ver-subscription, you also subscribe as the owner of an account on the digital self-service on our website www.ver.fo. The self-service provides, for example, access to the following options:

- Overview of your usage
- Overview of your invoices
- Change of SIM-card and overview of PIN- and PUK-codes
- Change/correction of personal information

- Purchase/change of subscriptions and services

As an account owner, you may grant administrative rights to your account to another person, who subsequently obtains the right, for example, to purchase or change subscriptions tied to the account. As the account owner, you are liable for all purchases or changes that are carried out on the account by the administrator.

In case you forget your self-service password, Ver can provide you with a new password via email to the email address provided by you. If you purchase a service through our self-service, Ver will send you an order confirmation via text message in addition to the order confirmation available on the self-service platform.

7. Prices

Ver may increase service prices, provided that you are informed of the increase at least one month in advance. You will be informed of price increases either via email or through public advertising. Falls in prices may be implemented without notice. Ver may, via email or text message, recommend changes to your subscriptions or services based on your usage.

8. Terms of payment

The following terms of payment apply to all services provided by Ver. As a condition for purchasing services from Ver, you must sign a payment agreement with a payment card or with the online payment service Mínrokning. The payment agreement enables you to carry out your payments to Ver online or via one of Ver's payment partners. Ver has the right to require due deposit at the time of order or later.

8.1 Security

Payment card- and account details are processed in a secure environment. Payment card- and account details are not stored by Ver, but by our subcontractors Nets or Elektron. The payment card- and account agreement may only be used by Ver.

8.2 Monthly payment

As a condition for having a subscription with Ver, you must sign a payment agreement with a payment card or with the online payment service Mínrokning. The agreement

ensures, that a monthly payment for your Ver-subscription is automatically withdrawn from your payment card or your account. Fixed monthly payments for your Ver-subscription(s) are paid in advance with your payment card or an agreement on Mínrokning.

If you have several subscriptions with Ver, separate payment transfers will be made for each subscription. If several subscriptions are joined, the joint subscription will be paid for in one transfer, or by other means as decided by Ver. The aim is to have the automatic transfer carried out at the beginning of each month. An overview of the monthly transfers is available on your self-service page.

8.3 Payment agreement error

In case a payment transaction (fixed, manual, or automatic) fails due to a problem with your payment card, e.g. card cancellation or expiration, you will be notified via email and potentially via text message as well. In such cases, Ver reserves the right to charge a handling fee. Ver will send a notification email to your registered email address in case of a failed transaction attempt from your payment card or via your agreement through Mínrokning.

If the payment transaction is not successful within a specified number of days, Ver may close your subscription. The subscription may be reopened following payment of your debt via our self-service platform. The fixed payment for your Ver-subscription can only be cancelled in conjunction with a termination of the subscription. The Ver-subscription may be terminated on our self-service platform, by calling Ver, or via email at ver@ver.fo.

8.3.1 Termination of top-up subscriptions

If you do not top up for 180 days, your subscription will be terminated, and the telephone number will fall back to Ver. Possible credit will not be returned, and possible debt will be set off against possible credit on your Ver-account.

9. Breach and legal effect

If one of the parties should fail to fulfil their agreement obligations to a significant extent, the other party has the right to bring into force the legal effects as stated in the

section below. An example of significant breach of agreement would be failure to meet the obligations among the parties as stated in item 4 of the Ver Terms and Conditions.

If Ver fails to fulfil its agreement obligations to a significant extent, you have the right to demand:

a) Reparation of defects: Ver is obliged instantly to take measures to repair defects with the service.

b) Relative discount: You may demand a discount for a relative part of your subscription fee covering the time that the service has been disconnected or significantly disrupted. This applies, however, only in case the defect has lasted for two days or longer.

c) Damages: Liability for damages applies according to general legal principles, with the following exceptions: Ver is not liable for loss caused by disconnection, disruption, or changes made in the telecommunication- or service network relating to necessary measures taken for technical, maintenance-related, or operational reasons, or by order of the Telecommunications Authority of the Faroe Islands. These exceptions do, however, not apply, if Ver has not taken measures to limit the consequences.

Ver is not liable for indirect loss, including lost profit, production loss, loss caused by a missed opportunity to sign a contract with a third party, or in case a contract is revoked or breached, unless the breach committed by Ver is deliberate.

d) Termination of subscription: You have the right to demand your subscription to be terminated, in case Ver fails to fulfil its agreement obligations to a significant extent. If you, as a customer, fail to fulfil your agreement obligations to a significant extent, Ver has the right to demand the service to be closed.

1. When terms of payment are breached, Ver may close subscriptions and associated services for:

a) Outgoing calls, in case you, for example, do not have credit on your account to pay for the service, despite reminders being sent to your registered email address. This may be implemented on the first day following the payment date.

b) All usage, in case you, for example, do not have credit on your account to pay for the service, despite reminders being sent to your registered email address. This may be implemented on the third day following the payment date.

The reminder should clearly state that the service will be closed on a certain day, either for outgoing calls, incoming calls, or both, if you fail to activate your payment agreement within a certain deadline. If you fail to activate your payment agreement, you may incur a limited debt to Ver since the top up is installed prior to the purchase amount being transferred from the payment card. This debt is to be paid immediately.

If you do not ensure, that your payment agreement is active, despite having received a reminder, Ver may close not only the service in question, but all other services provided to you. This applies, when a reminder has been sent in which Ver clearly notifies, that all services will be closed on a certain day, unless the service is paid for within a certain deadline.

2. Breaches other than failure to meet terms of payment:

If you fail to fulfil your agreement obligations to a significant extent, Ver has the right to close your connection. Prior to closure, you shall receive a written notification via email, and you shall have had the opportunity to provide a statement regarding your situation. The statement must include an explanation as to the cause of breach and specify an exact deadline before which the breach will be remedied.

In case it is deemed necessary for network security reasons, Ver may close your connection without prior notice. In such cases, Ver will notify you immediately after closure. A closure of outgoing or incoming calls does not warrant any discount on the subscription fee. Ver will reopen your connection upon remedy for breach, i.e. when you have paid for the service.

In this context, Ver has the right to collect an extra fee. The size of the fee is outlined in Ver's price list.

3. Subscription termination:

Ver has the right to terminate your subscription in case of significant breach of agreement. The subscription will be terminated by the end of the last month that has been paid for in advance.

10. Termination and changes

10.1 Termination of agreement

You may terminate the agreement on the 20th day of each month, at the latest, in order to have your subscription closed by the following month. Nevertheless, new customers and top-up customers, who upgrade their subscription, are to pay, as a minimum, for the current month as well as the following month.

In case of termination, possible residual balance may be returned upon request in addition to a handling fee, top-up subscriptions excluded. If the subscription is to be transferred to another provider, Ver reserves the right to charge a handling fee for executing the transfer.

The termination is to be requested via email to ver@ver.fo.

10.2 Change in subscription

If you upgrade your subscription, you immediately gain access to the content of your new subscription, and you pay, as a minimum, for the current month as well as for the following month, before the subscription may be downgraded again. When you upgrade a subscription or purchase an additional service, you pay the difference between your previous and upgraded subscription, or for the additional service in full, regardless of what time of the month you make the change in subscription.

If you downgrade your subscription, the downgrade will be put into effect the following month. You may change your subscription on our self-service platform Mitt Ver. In

special cases, Ver's customer service can carry out the changes for you. In such cases, the change is to be requested in written form at least three working days prior to the last day of the month, in order to have the change put into effect the following month.

If it becomes necessary, for financial reasons or due to abuse, Ver reserves the right to fix a usage limit on Ver subscriptions and services.

In case you make a wrong purchase by mistake, you have a right of withdrawal within 14 days of purchase, on the condition that potential additional costs are paid and that no use has been made of the purchase.

The right of withdrawal does, however, not apply to the top-up service.

10.3 Ver's right to termination

Under normal circumstances, Ver does not have the right to terminate the agreement. In case of a decision by Ver to discontinue a certain service in general, the agreement may be terminated with 90 days' notice.

10.4 Changes in agreement

Ver has the right to make changes to its terms and conditions without notice, if said changes exclusively are in your favour, as a customer. Other changes to the terms and conditions may be made with 30 days' notice.

10.5 Number transfer to another provider

If you wish to transfer your mobile subscription to another provider, please contact the new provider and request a number transfer. We carry out the number transfer free of charge, at the latest, by the end of the first working day following the day the number transfer has been requested by the new provider.

The number transfer will be carried out despite potential binding period or term of notice on the subscription you have. Please note, however, that you are not, for this reason, released from possible obligations, which have already been agreed upon regarding the subscription you have. This includes payment for a possible binding period or over a term of notice.

In case the number transfer is slower than guaranteed above, or in case of errors that are of significant inconvenience for you as a customer, you may contact the new provider and claim a compensation of DKK 500, and in special cases of DKK 1000. The compensation is to be claimed within one month of the incidence warranting the compensation. The deadline for disbursement of a valid compensation claim is two months after receipt of compensation claim.

A number transfer will not be carried out under certain circumstances, for example:

- If you have unpaid debt tied to your subscription, due for payment
- If your subscription has already been terminated due to breach of agreement
- If the mobile number belongs to a block of numbers or other larger agreement

A number transfer of a mobile number belonging to a block of numbers may be carried out, however, if the whole block is transferred to another provider at once.

11. Force majeure

Ver is not liable for disconnected or disrupted service caused by circumstances beyond Ver's control, such as, but not limited to, thunder, stormy weather, flooding, fire, war, strike, or lockout, in addition to strike and lockout affecting employees at Føroya Tele/Ver.

12. Disputes

In case of dispute arising between the parties concerning matters relating to a Ver-subscription, you may file a written complaint with Ver. The deadline for filing a complaint is three months following the day you were or should have been informed of the circumstances warranting the complaint. Under normal circumstances, it takes a maximum of three months following receipt for Ver to respond to a complaint.

The decision by Ver in such disputes may be appealed to the Telecommunications Authority of the Faroe Islands in cases which the Telecommunications Authority has

mandate to decide. The parties also have the right to bring the matter before the Faroe Island's Court.

13. Roaming – usage abroad

The mobile service may be used in those countries and via those foreign telecommunication providers, which Ver collaborates with. Ver is not liable for coverage, quality, security, or supply of services from foreign telecommunication networks.

Billing for roaming may be up to 30 days delayed, and Ver has the right to withdraw money from the payment card, in case of no credit on your Ver-account.

14. Entry into force

These terms and conditions enter into force on 1 July 2020. Possible changes in the Ver Terms and Conditions made after this date are available on Ver's website.