



Terms of Use of mTasku No. ET.05.VA.09.C

mTasku is a smart device application (hereinafter "mTasku") owned and provided by Telia Eesti AS (registry code: 10234957, hereinafter "Telia").

These Terms of Use of mTasku (hereinafter "Terms of Use") apply to a user who has downloaded the mTasku application on their smart device (hereinafter the "User"). The application can be downloaded from the AppStore and Google Play Store environment.

By accepting these Terms of Use, the User confirms that they have read and agree to the Terms of Use.

1. mTasku description

- 1.1. mTasku is an application that can be downloaded on a smart device and through which the User can pay for their purchases and/or use various service cards (access cards, loyalty cards, etc.) at enterprises that use the mTasku platform (hereinafter the "Trader").
- 1.2. Use of the mTasku application is conducted on the basis of a non-exclusive license issued to the User by Telia Eesti AS. The non-exclusive license is issued free of charge and is valid from downloading mTasku on a smart device until termination of mTasku.
- 1.3. Traders who enable the use of functionalities of mTasku (hereinafter "mTasku services") provide relevant information to the User by using their own information channels, e.g. a notification of the opportunity to make a purchase by using mTasku can be in the form of an mTasku payment mark placed at a payment device.
- 1.4. The User can add their bank and/or service cards (hereinafter "Cards") that they wish to use to the mTasku. Parties to the legal relationship arising from adding a card to mTasku are the issuer of the Card (e.g. bank, Trader) and the User; Telia is not a party to the respective legal relationship.
- 1.5. When making a purchase at a Trader by using mTasku, an electronic signed receipt (mKviitung) shall be saved to the User's mTasku about every transaction. mKviitung data is stored at the mTasku of the smart device that was used for making the purchase for two years from the moment of making the purchase.

2. Prerequisites for using mTasku

- 2.1. In order to use mTasku, the User has to download mTasku software on their device.
- 2.2. Depending on the content of services used via mTasku, Telia enables its use with or without authentication. The following authentication methods are distinguished during authentication:
 - 2.2.1. Level 1 is authentication via email or mobile number. This type of authentication is allowed for non-personal services provided through mTasku;
 - 2.2.2. Level 2 is authentication via mobile-ID, Smart-ID or a bank link. This type of authentication is allowed for personalised mTasku services.
- 2.3. For executing a payment transaction via mTasku, the User must enter all confirmations required by the payment method provider, e.g. mTasku PIN code, PIN 2 of mobile-ID or Smart-ID, 3D Secure.
- 2.4. The functioning of functionalities provided by mTasku is dependent on the smart device of the User, incl. whether or not the smart device has NFC support and a camera for scanning QR codes.
- 2.5. Functional mobile internet is a prerequisite for using mTasku.
- 2.6. The User is able to download mTasku to be used on only one smart device at a time.
- 2.7. After uninstalling mTasku from their device or replacing their smart device with a new one, the User is required to re-download the mTasku application to use it. Telia does not guarantee that the information contained in the previous mTasku, including mKviitung data, is included in the mTasku once it has been re-downloaded.
- 2.8. The User is required to take measures in order to prevent unauthorised persons from accessing their mTasku. In order to protect their information, the User can apply the screen lock function on their smart device, use encryption of the smart device, set the entry of their mTasku PIN code as the prerequisite for every transaction, etc.
- 2.9. If mTasku is downloaded by a minor, they are required to have confirmation from their legal representative. Telia presumes a legal representative has provided their confirmation in case of use of mTasku without authentication or level 1 authentication (clause 2.2.1), as the implementation of further verification by Telia is not reasonably possible. In case of level 2 authentication (clause 2.2.2, authentication), Telia has, prior to enabling the use of the service, the right to implement further measures to verify the confirmation, e.g. by transferring to a legal representative specified by a minor a request for the respective confirmation.

3. Termination of the use of mTasku

- 3.1. The User has the right to terminate the use of mTasku at any time. Uninstalling mTasku from a smart device shall not terminate the agreement entered into between the User and Telia for the use of mTasku (Terms of Use); the User can terminate the legal relationship arising from the use of mTasku with a separate procedure on the mTasku website at www.mtasku.ee or via the mTasku application (“Termination of the use of mTasku”).
- 3.2. In the event that the User has become aware or has reason to suspect that an unauthorised person has accessed or may gain access to the User’s mTasku, the User is obligated to terminate the use of their mTasku as soon as possible.
- 3.3. Telia has the right to carry out extraordinary termination of the User’s mTasku if Telia has grounds to suspect that unauthorised persons have been able to access the User’s mTasku or that the User has used mTasku in a way that has caused interferences in mTasku, or if Telia has grounds to suspect that the User is misusing mTasku. The User will not be notified of an extraordinary termination of mTasku by Telia; this is an unavoidable safety measure and Telia shall not be held liable for potential damages to the Client arising from the inability to use mTasku.
- 3.4. When mTasku has been terminated, the User will no longer be able to use mTasku on their smart device. If the user wants to start using mTasku again, they are required to re-download mTasku on their smart device.

4. Liability

- 4.1. The User is held independently liable for the legality and consequences of transactions and operations carried out via mTasku. The User is required to resolve any possible disputes with third parties (incl. the authority who issued the Card, the Trader, an unauthorised person who has accessed mTasku, etc.) independently.
- 4.2. Telia is held liable only for the functioning of the mTasku application and platform in accordance with the Terms of Use.
- 4.3. Telia provides the mTasku application in its current form (“as is” principle) and is not required to ensure that the mTasku application operates around the clock and flawlessly. Telia will not be held liable for any damages that may be incurred due to the fact that the mTasku application is not working or cannot be used in the desired manner.
- 4.4. Telia shall be held liable for the fulfilment of the obligations specified in the Terms of Use in the best way possible at the given time; in the event of violation of the Terms of Use, Telia shall be held liable only for the direct material damage incurred by the User if such damage has been caused by intentional or gross negligence by Telia resulting in violation of the Terms of Use.
- 4.5. The User undertakes to inform Telia of claims related to mTasku within a reasonable time, but no later than within six months from the date on which grounds for the claim arose.
- 4.6. Telia shall not be held liable to the User if Traders or third parties restrict the functionalities of mTasku, modify their conditions or remove those functionalities from mTasku.
- 4.7. Telia is not held liable to the User for the proper functioning of services provided through mTasku by third parties, e.g. for interferences in the use of a bank card.

5. Using data

- 5.1. The use of mTasku and its services requires the processing of Users’ data, incl. the processing of personal data and data arising from the use of mTasku (hereinafter “Data”), and forwarding of such Data to persons involved in the provision of mTasku services (e.g. the Trader, bank).
- 5.2. Telia processes Data that is necessary for the use of services and that has been entered into mTasku by the Client, e.g. name, personal identification code, mobile number, e-mail address, details of the payment transaction, location of transactions.
- 5.3. Telia processes Data for the purpose of performance of the agreement and its legitimate interest and for the compliance with its obligation arising from legislation in accordance with the Terms of Use and Privacy Notice of Telia Eesti AS (accessible at <https://andmed.telia.ee/privaatsusteade>). The referred Privacy Notice specifies the actions taken by Telia to respect the privacy of the User’s personal data and the rights of the User in relation to their personal data. The Privacy Notice is an informative document and is not an annex to the Terms of Use.
- 5.4. Telia forwards User data (e.g. name, personal identification code, mobile number, e-mail address, details about payment transaction, incl. mKviitung, etc.) to a bank, Trader or other person related to the provision of

mTasku services if necessary for the execution of transactions and operations via mTasku and/or if the bank has sent a proper inquiry concerning potential cases of fraud to Telia. In cases specified in this clause, Telia acts as the Data processor and based on instructions specified by the respective Data controller (e.g. Trader, bank) Telia stores Data entered in mTasku by the User during its use and for one year after the termination of the use of mTasku.

- 5.5. The purpose of storing such Data is to enable the User to transfer this Data after re-downloading mTasku and to enable the User to request an overview from Telia about transactions and operations made by the User via mTasku, e.g. in order to resolve disputes.
- 5.6. By way of derogation from clause 5.5, Telia stores Data related to payment transactions made by the User, incl. mKviitung data, in their information system for five years from the execution of the transaction in order to comply with Data storage terms specified in payment transaction legislation.
- 5.7. Telia processes, for the purpose of its legitimate interest, the User's mTasku user logs in order to improve the quality of mTasku and stores relevant user logs for up to two months from their recording.
- 5.8. The User has the right to request Telia to delete Data, in regard to which Telia is the Data controller and the deletion of which does not violate any obligations arising from the agreement or legislation (e.g. data specified in clause 5.6 cannot be deleted), prior to their expiration date by submitting a corresponding request to Telia.

6. Modification and termination of the mTasku Terms of Use and functionalities

- 6.1. Telia has the right to introduce unilateral changes to the Terms of Use at any time, by notifying the User via the mTasku application and the mTasku website www.mtasku.ee. Users are considered to have been notified of the change from the moment that Telia has posted a notice of the change to the mTasku website and at a visible place in the application itself. The User is obligated to terminate mTasku if they do not agree with the change. If the User continues using mTasku, it is considered as confirmation from the User that they have accepted the relevant changes.
- 6.2. The User is required to download mTasku software updates as such updates include new functionalities or changes to current functionalities, removal of possible errors, security updates.
- 6.3. Telia has the right, regardless of the reason, to unilaterally withdraw from the contractual relationship with the User at any time and to terminate the use of mTasku (terminate mTasku) by notifying the User at least one month in advance through the use of different information channels. The User is considered to have been notified of the cancellation from the moment that Telia has posted the corresponding notice to their website and at a visible place in the mTasku application.

7. Other terms and conditions

- 7.1. The User can contact Telia in connection with the Terms of Use, Privacy Notice, or questions regarding the functionality of the mTasku application, in particular through the mTasku application, and if necessary, through other service channels displayed on Telia's website at www.telia.ee or on the website of mTasku at www.mtasku.ee.
- 7.2. In any questions not regulated by these Terms of Use, Telia and the User shall be guided by legislation and principles of good faith and reason.