

# Elisa Wholesale Resale Reference Offer

## Introduction

This document constitutes Elisa Eesti AS ('Elisa') unilateral Reference Offer to access requestors for international roaming services on the Elisa network (the "Access Seeker") in accordance with Regulation (EU) 531/2012 (the "Regulation"). This Reference Offer includes the minimum set of wholesale roaming services required to allow a retail provider with its own systems for handling all retail functions to provide a retail roaming service of satisfactory quality. Upon receipt of the access request Elisa will provide the Access Seeker with a wholesale resale roaming access agreement which includes the services and terms outlined in this Reference Offer and is based on reasonable terms and conditions (the "Agreement"). This Reference Offer remains subject to the Access Seeker and Elisa entering into the Agreement. The charges and terms and conditions for international roaming services contained in this Reference Offer are applicable from 1 July 2012, being the date of entry into force of the Regulation.

## Wholesale Resale Roaming Services and Prices

This Reference Offer covers only the following regulated roaming services in EU/ EEA-countries provided as from 1 January 2013:

- Access to the wholesale roaming services provided by visited network operators with which Elisa has a wholesale roaming access agreement
- Access to transit services used by Elisa for its own roaming business
- Access to information on end-user usage
- Access to wholesale functions and facilities provided by Elisa and used to supply its own retail roaming business
- CAMEL Phase I

The maximum charges for the regulated roaming services outlined above are as follows: (a) Elisa shall charge the Access Seeker the following maximum rate for each Transaction Type during the period 1 July 2012 to and including 30 June 2013:

| Transaction Type   | Rate in €       | Charging |
|--|-----------------|----------|
| Mobile originated circuit switched voice originating and terminating within the EU/EEA | 0,14 per minute | 30s/1s   |
| Mobile originated SMS  | 0,03 per SMS    | Per SMS  |
| Packet switched data   | 0,25 per MB     | kB/kB    |

The rates set out above are exclusive of VAT. Elisa shall issue invoices to the Access Seeker with respect to the charges on a monthly basis, payable within 14 days.

Elisa may pass on to the Access Seeker any reasonable charges incurred during the initial technical integration of the Access Seeker and, thereafter, any operational and upgrade charges necessary to maintain and enhance the technical interface provided to the Access seeker for the delivery of the roaming services.

Elisa may pass on to the Access Seeker any additional fees or charges that have been levied on Elisa under applicable law and/or at the direction of a competent authority (or which Elisa is required to charge to the Access Seeker) to the extent that they relate to the network access services being provided to the Access Seeker.

## Services

The following Services will be provided by Elisa upon reasonable request:

- a) Mobile terminated circuit switched voice calls
- b) Mobile originated circuit switched voice calls terminating outside the EU/EEA including video calls if available
- c) Termination of SMS
- d) Multi-media Message Service
- e) Billing of wholesale post-pay services
- f) Control of data bill shock

Charges for the above additional services shall be subject to negotiation and agreement between Elisa and the Access Seeker of the terms and conditions.

## Service Level Agreements

Elisa shall supply the services to the Access Seeker on equivalent service levels to those which it provides in its standard wholesale agreements.

Additional information including compensation and penalties will be provided upon request.

## Interoperability & testing

The full list of these technical standards and protocols for the period in operation are available free of charge upon request by the Access Seeker.

## Security and data privacy

Elisa and the Access Seeker undertake to comply with all data protection and privacy laws and regulations under the applicable law of their respective jurisdictions, as per the Agreement.

## Duration of the agreement

The Agreement comes into force on the date agreed by the parties and specified in the Agreement and shall remain in force unless terminated by one of the parties in writing subject to a notice period of six months or terminated as per the conditions stipulated in the Agreement.

## Restrictions on conduct of business

The Access Seeker undertakes the following:

- not to resell roaming services to businesses or other entities which are not end users of roaming services
- to ensure that the wholesale resale access services are not used for commercial SMS termination via Elisa network and that no SPAM or commercial SMS are sent across the Elisa network by using this facility. If commercial SMS termination is required, a separate agreement will be concluded for this service

- to connect approved USIM cards to the Elisa network
- to only procure approved devices
- to take all reasonable steps to maintain the quality of the Elisa systems, interfaces and the Elisa roaming partners' networks
- not to use the wholesale resale access services or allow any customer or other third party to use such services for any immoral, obscene, harmful, offensive or unlawful purpose
- not to make any disparaging remarks about the Elisa wholesale resale access services or mislead or make any false statements or representations in respect of Elisa wholesale resale access services
- not to provide the roaming services under the Elisa marks
- to comply with all directions issued by Elisa which are reasonably necessary to assist it in complying with any regulatory requirement
- and not to seek to sell Access Seeker services to any customer whose residence or place of business is outside the EU/EEA

## Requirements on the Access Seeker

Elisa may require the following information from the Access Seeker:

- a bank guarantee and/or upfront payment prior to commencement of the start of services and which shall be revised during operations as soon as the value of the previous monthly bill is greater than the bank guarantee and/or upfront payment. Elisa may enforce the guarantee in accordance with its terms at any time during or after termination of the Agreement to satisfy any amounts due and payable to Elisa (including any charges for regulated roaming services) by the Access Seeker that remain unpaid by the relevant due date
- a 36 month forecast of traffic volumes and subsequent quarterly updates
- information about billing interfaces and
- any other technical information necessary to launch or assess compatibility of the service

The Access Seeker is responsible for:

- managing the use of roaming services by its customers and
- any fraudulent use of the service by its customers. As such the Access Seeker must implement and comply with relevant anti-fraud prevention procedures including notifying Elisa immediately if the Access Seeker suspects any kind of fraud or abuse which involves the services offered to the Access Seeker under this Reference Offer and co-operating in good faith with Elisa and using all appropriate means to identify, technically manage, eliminate and prevent the fraud or abuse as soon as practicable. Additional information about these procedures is available upon request.

In the event of a request for specific services or facilities, Elisa reserves the right to require payments from the Access Seeker to recover the costs of the investments undertaken specifically to provide such services or facilities to the Access Seeker.

## Modifications to the Reference Offer

This Reference Offer will be updated as a minimum on an annual basis in order to update the regulated prices. Equally, if and when new methods of roaming access become available, Elisa will update this Reference Offer and amend any existing wholesale resale roaming access agreements to reflect such new methods of roaming access, including the processing of requests and access to necessary facilities.

For further information on this reference offer please contact: [roaming@elisa.ee](mailto:roaming@elisa.ee)