



General Terms and Conditions

** These terms are made available to customers in Icelandic and English.*

In the event of any inconsistency or discrepancy between the two versions, the Icelandic version shall prevail.

1. General

1.1. These terms govern transactions between Síminn hf., ID No. 460207-0880, Ármúli 25, 108 Reykjavík, phone: 550-6000 (hereinafter referred to as "Síminn" or "the company"), and the customer, whether related to the purchase of services or products. In these terms, "customer" refers to the beneficiary and/or the payer of the service in cases where the payer is different from the registered beneficiary of the service. Only the beneficiary has the rights and obligations related to the service, while the payer is responsible only for paying invoices to Síminn. Both individuals and companies may be considered customers under these terms.

1.2. These terms constitute an agreement between Síminn and the customer for the use and/or payment of Síminn's services and/or equipment. The following documents are part of these terms:

- Specific terms and conditions (if applicable)
- *Síminn's Privacy Policy*
- Pricing and offers

It is the customer's responsibility to thoroughly review the terms of the services they purchase and/or use from Síminn before commencing use.

1.3. These terms, *Síminn's Privacy Policy*, specific terms and conditions, charges, and pricing information for services are always published on Síminn's website, www.siminn.is. Note that services provided by Síminn's Corporate Services are governed by *Síminn's Corporate Services Terms and Conditions*.

1.4. Detailed information on service quality, as applicable, can be found in the relevant specific terms for each service on www.siminn.is.

2. Pricing, Invoices, and Payments

2.1. Charges for Síminn's services or specific fee items can be found in Síminn's price list at www.siminn.is/verdskra. Customers can also obtain pricing information from Síminn's customer service representatives. Specific terms and/or the price list also include descriptions of the usage included in each service.

2.2. Changes to the price list will be announced to customers in advance, in accordance with these

terms and applicable laws and regulations, as outlined in Clause 11.

2.3. The customer is responsible for paying Síminn for the use of services and/or equipment, even if the usage is attributable to another party. The customer must also pay for subscriptions and/or equipment registered under their name, even if no usage has occurred, unless Síminn explicitly agrees otherwise. Note that subscriptions are charged as a monthly fee unless otherwise stated in Síminn's price list.

2.4. Síminn charges customers monthly for services provided, unless it is a one-time fee or otherwise specified in the price list. Invoices are only available via Síminn's online *customer portal* and in the Síminn App for individuals. Fees related to the delivery of invoices are listed in Síminn's price list.

2.5. The billing period is based on the calendar month, starting on the 1st of each month, with invoices issued at the end of the month. For individuals, the payment due date is the 20th of the following month, and the final payment deadline is typically twelve (12) days after the due date. For businesses, the payment due date is also the 20th of the following month, with the final payment deadline being ten (10) days after the due date. Monthly subscription fees are charged for the current month, while usage charges, if applicable, are billed in the following month.

2.6. If an invoice is not paid by the due date, the customer must pay late payment interest, as determined by Article 6(1) of the Interest and Indexation Act No. 38/2001, from the due date until the payment date. Additionally, a collection warning fee is added to the outstanding amount two (2) days after the final payment deadline.

2.7. Any objections to issued invoices must be made without delay and no later than the final payment deadline; otherwise, the invoice is considered accepted. If objections are made late or after the deadline, but circumstances clearly justify the delay, Síminn will address the objections to the extent possible.

2.8. Customers cannot pay invoices at Síminn's stores or offices. Invoices must be paid through the customer's bank in Iceland. Customers who



register a credit card for recurring payments with Síminn or use their bank's payment services do so at their own risk. It is the customer's responsibility to ensure that payments are successfully made. Síminn is not liable if the customer's credit card is declined or if automated payments fail due to issues with the bank or payment processor.

- 2.9. Síminn does not allow anyone other than the beneficiary to become the payer of a service unless the payer explicitly agrees to assume payment responsibility on behalf of the beneficiary for the service. The customer (both the beneficiary and the payer) remains ultimately responsible for the payment of invoices, even if another party has been assigned to receive and pay the invoices.

3. Subscriptions and Packages

- 3.1. Details on the composition, terms, and/or pricing of subscriptions and/or packages are outlined in Síminn's current price list.
- 3.2. If the customer no longer meets the conditions of their subscription or package, Síminn reserves the right to move the customer to another comparable subscription plan.
- 3.3. The customer is responsible for unsubscribing or terminating subscriptions and/or packages as needed, including when transferring their services to another provider. Please note that termination of a subscription package automatically includes termination of all services that are part of the package, unless otherwise agreed between the parties, cf. also Article 7.4.

4. Payment Defaults

- 4.1. If a customer fails to pay an invoice on time, Síminn will send the customer a written collection notice, granting a ten (10) day grace period to settle the outstanding invoice. If the customer does not pay within this period, the claim will be escalated to intermediate debt collection. All collection notices from Síminn are sent by mail to the customer's registered legal address, by email, or to the customer's online bank account. If the claim remains unpaid, it will be forwarded to a debt collection agency for further processing. The customer is responsible for paying any costs associated with the debt collection, in accordance with Debt Collection Act No. 95/2008 and the Regulation on Maximum Debt Collection Fees No. 37/2009. In cases where a person other than the beneficiary is the payer and defaults on payment, Síminn reserves the right to demand payment from the beneficiary for the outstanding balance.

- 4.2. In cases of payment default, Síminn reserves the right to suspend continued service if the customer has not settled the issued invoice fifteen (15) days after the due date. Síminn also reserves the right to suspend all of the customer's services and/or deny further services if the issued invoice remains unpaid by the due date, regardless of which Síminn service or product the invoice pertains to.

- 4.3. Síminn will not reactivate a customer's service until full payment has been received for the overdue amount that caused the suspension. The customer is not entitled to a refund or waiver of service fees for the period during which their service was suspended due to payment default. Special fees apply for reinstating services and settling overdue payments, in accordance with the current price list.

- 4.4. If a customer fails to pay Síminn's valid claims despite collection notices, Síminn reserves the right to disconnect all of the customer's services. Service disconnection constitutes termination of the agreement by Síminn.

5. Duration and Termination

- 5.1. After the customer has agreed to purchase a service and confirmed having received and reviewed these terms, an indefinite agreement is established between the customer and Síminn, unless otherwise specifically agreed upon between Síminn and the customer, such as for business customers. The customer is responsible for terminating services with a previous service provider when a service is transferred to Síminn.
- 5.2. The customer is bound by these terms until either they or Síminn terminate the service in accordance with these terms or the specific terms applicable to the relevant service. Upon termination, the customer is still required to pay the subscription fee for the current month, as outlined in Clause 2.5 of these terms.
- 5.3. A customer who qualifies as a consumer under Act No. 16/2016 on Consumer Contracts has the right to withdraw from a remote sales agreement within fourteen (14) days of the purchase and receive a full refund. However, this right does not apply if the customer begins using the service within fourteen days of activating the service or receiving confirmation thereof. By starting to use the service under the subscription or purchase agreement, the customer agrees that the right to withdraw from the agreement is forfeited. To withdraw from the agreement, the customer can contact Síminn's customer service or use the live chat at www.siminn.is.



- 5.4. The customer is entitled to terminate a service, including subscription package, with at least one (1) month's notice, provided that the termination is submitted timely *before* the end of the month, unless specific termination provisions apply to the relevant service under its specific terms. The customer's notice of termination must be submitted to Síminn in writing, such as via email. Síminn may accept termination notices through other methods, but the customer is responsible for providing proof that the termination was received by Síminn on a specific date. Síminn reserves the right to verify the customer's identity upon receiving the termination notice, e.g., via electronic ID or other personal identification.
- 5.5. In cases where a third party wishes to terminate a service on behalf of a customer, such as in the case of an estate, the third party must provide valid authorization to Síminn before such termination can proceed. The same applies if a third party wishes to make changes to the customer's service or act on the customer's behalf in any other way.
- 5.6. Síminn reserves the right to deny, restrict (temporarily or permanently), or terminate a customer's service without notice and, where applicable, immediately rescind this agreement if:
- 5.6.1. The health or safety of Síminn's staff is endangered.
 - 5.6.2. The security of Síminn's services, IT systems, and/or customer data is at risk.
 - 5.6.3. It is deemed necessary to prevent or limit potential harm to the company and/or the customer.
 - 5.6.4. The business conditions required to provide the service are no longer present.
 - 5.6.5. The customer fails to pay invoices on time, as specified in Clauses 2 and 4 of these terms.
 - 5.6.6. The customer exhibits offensive, threatening, or otherwise unacceptable behavior toward Síminn's employees.
 - 5.6.7. The customer damages Síminn's equipment or property.
 - 5.6.8. The customer engages in actions that violate these terms, applicable specific terms, laws, and/or regulations (e.g., violations of Síminn's intellectual property rights).
 - 5.6.9. The customer conducts activities that adversely affect Síminn's services, systems, or other customers, such as tampering with, breaking, modifying, damaging, disrupting, or otherwise affecting the security or quality of Síminn's services, including attempting to access or misuse data not intended for the customer.
 - 5.6.10. An attempt is made to evade lawful charges, such as through: i) unusual usage patterns, or ii) actions indicating an attempt to avoid payment for usage.
 - 5.6.11. The customer resells Síminn's equipment an/or services to third parties.
 - 5.6.12. The customer is listed on Síminn's or public default registries due to unpaid debts, unsuccessful debt enforcement, or other financial issues, including insolvency. The same applies to companies or organizations if these conditions pertain to their legal representatives
- 5.7. Síminn is not obligated to specify the reason for termination, but if the customer requests an explanation, Síminn will make an effort to inform the customer of the reason for the termination. Síminn also reserves the right to deny, restrict, or terminate a customer's service based on considerations other than those specifically listed above.
- ## 6. Assignment
- 6.1. If the customer wishes to transfer their service agreement with Síminn to a third party, they must submit a written request to Síminn using a form for transferring rights and/or payer responsibilities, which is available on Síminn's website and in its stores. However, Síminn will not authorize the transfer unless the customer has settled all outstanding payments for the service up to the date when the transfer is approved.
- 6.2. Síminn may transfer, in whole or in part, its rights and obligations under this agreement to a third party by notifying the customer. Síminn may also outsource specific tasks related to these terms, in whole or in part, to third parties, as permitted by law.
- ## 7. Liability
- 7.1. Telecommunications connections within a building are generally subject to the property owner's consent for the installation of necessary equipment or cables. If the customer is not the property owner, they are responsible for obtaining this consent.
- 7.2. The beneficiary is responsible for all use of Síminn's services, including settings on devices related to caller ID or anonymity. Hosting or distributing content that violates laws, regulations, or general standards of decency is strictly prohibited.



- 7.3. Síminn is not liable for direct or indirect damages resulting from connection failures, interruptions to telecommunications services, or other disruptions.
- 7.4. If the customer has received equipment from Síminn, such equipment, including software, remains the property of Síminn. The customer is responsible for the safekeeping of such equipment. A separate service fee shall apply to equipment owned by Síminn, as set forth in the relevant specific terms, until it is returned to Síminn. Termination of the service associated with such equipment does not automatically cancel the service fee unless otherwise agreed. Síminn may take measures if the customer causes damage to equipment owned by Síminn, as specified in Clause 5.6.7. The customer is not responsible for the condition of the equipment after it has been returned to Síminn. It should be noted that normal wear and tear of the equipment is not considered damage under this clause.
- 7.5. Síminn is not liable for damages, whether direct or indirect, that may result from the customer's use or installation of the service.
- 7.6. If Síminn is unable to fulfill its obligations due to force majeure or other unavoidable circumstances, the company's obligations, including potential liability for damages, are suspended for the duration of such circumstances.

8. Copyright and Intellectual Property Rights

- 8.1. The agreement between Síminn and the customer does not entail any transfer of copyright or intellectual property rights from Síminn or third parties to the customer or service user.
- 8.2. Any equipment provided to the customer for specific services remains the property of Síminn. If software is embedded in the equipment, that software is also the property of Síminn or a third party that has granted Síminn exclusive usage rights. The delivery of equipment, including software, does not constitute a transfer of ownership, copyright, or intellectual property rights from Síminn or third parties to the customer or service user. The customer and service user are strictly prohibited from copying, selling, reproducing, republishing, or otherwise modifying Síminn's hardware or software.
- 8.3. All content on Síminn's website (www.siminn.is) is owned by Síminn, including trademarks, text, design, graphics, photos, images, and editorial content, and is protected by copyright unless

otherwise specified or implied by the nature of the content. The content is protected under Icelandic and/or international copyright laws. Distribution, reproduction, publication, or republication of copyrighted content from Síminn is strictly prohibited without Síminn's written consent. Síminn does not guarantee the accuracy of information published on its website and is not responsible for content originating from third parties that may appear on the site. Síminn reserves the right to change the content of the website at any time without prior notice.

- 8.4. Síminn is not liable for any direct or indirect damage resulting from the use of its website or from the inability to use the website for shorter or longer periods.
- 8.5. It is prohibited to send Síminn any material that violates laws or general decency, is defamatory, inappropriate in any way, or contains unverified allegations or insinuations against individuals or legal entities.

9. Network and Information Security

- 9.1. Síminn places strong emphasis on ensuring network and information security in its operations to safeguard the confidentiality, integrity, and availability of information and information systems, in compliance with applicable laws and regulations. As part of this effort, Síminn maintains a certified information security management system in accordance with the ISO/IEC 27001 standard, implements necessary organizational and technical security measures, and reports security incidents to the relevant regulatory authorities, particularly the Computer Emergency Response Team (CERT-ÍS).
- 9.2. Síminn reserves the right to take any measures it deems necessary to protect network and information security and to prevent and/or minimize damage to customers, Síminn, or third parties.
- 9.3. If a customer becomes aware of a security breach, incident, or action that could potentially harm Síminn's systems, security framework, or information—or poses a threat thereof—the customer must notify Síminn immediately by calling 550-6000 or emailing security@siminn.is.

10. Data Protection

- 10.1. In connection with the use of Síminn's services and solutions, as well as interactions with Síminn, the company processes personal data about



individuals, as described in *Siminn's Privacy Policy* (www.siminn.is/skilmalar). The *Privacy Policy* is considered part of these terms and conditions.

- 10.2. Specific privacy policies may apply to individual services and interfaces provided by Siminn, which are published on Siminn's website and, where applicable, within the relevant interfaces.

11. Changes to Terms and Conditions

- 11.1. Siminn reserves the right to amend these terms, specific terms, pricing, fees, and/or the content of services, with at least one month's notice, unless otherwise specified in the specific terms for the relevant service(s) or required by law or regulation.
- 11.2. Changes under Clause 11.1 will be communicated to the customer or payer, as applicable, through messages on invoices and/or general announcements on Siminn's website. Siminn also reserves the right to notify customers of changes via email, SMS, or messages on the Customer Portal or Siminn App, as applicable.
- 11.3. Individuals are entitled to terminate the service immediately and without penalty if Siminn announces a planned change to the pricing or terms that apply to the relevant service.
- 11.4. Siminn may adjust the monetary amounts specified in these terms and/or pricing schedules in line with indexation developments. In such cases, Clause 11.2 does not apply.

12. Equipment

- 12.1. Any equipment provided by Siminn to the customer for specific services remains the property of Siminn, including any software embedded in such equipment, unless explicitly stated otherwise. The customer is prohibited from dismantling or making any modifications to the hardware or software of the equipment, as outlined in Clause 8.2.
- 12.2. Equipment provided by Siminn is intended solely for the customer's personal use. The customer is prohibited from renting, selling, or otherwise transferring the equipment to third parties.
- 12.3. Siminn may, without prior notice, request the return of its equipment, for example, for inspection. During the inspection period, the customer will receive equivalent replacement equipment.
- 12.4. The customer is responsible for the care of equipment provided by Siminn. This responsibility ends once the equipment is returned or reported

stolen to Siminn in a verifiable manner, as also specified in relevant specific terms. The customer's responsibility does not extend to normal wear and tear. However, if the equipment becomes unusable due to the customer's handling, Siminn may charge the cost of replacement equipment, as listed in the current price list.

- 12.5. Siminn collects data from its equipment held by customers, such as set-top boxes and routers, to measure the performance and functionality of the equipment and thereby the quality of the service. For details on how personal data related to this process is handled, refer to *Siminn's Privacy Policy*.

13. Communication

- 13.1. Siminn reserves the right to contact the customer following the termination of a service to inquire about the reasons for the termination.
- 13.2. Siminn reserves the right to send a service survey to the customer's registered email address after the customer has interacted with Siminn, such as through a phone call.
- 13.3. Siminn reserves the right to contact the customer for business purposes, such as to inform the customer about changes to their service or to inquire about the functionality of the service or the customer's experience with Siminn's services.
- 13.4. Siminn ensures that communications with customers and others for marketing purposes comply with legal requirements. If an individual has provided informed consent to receive marketing communications from Siminn, they are free to withdraw this consent at any time. The same applies if Siminn's processing is based on legitimate interests, in which case the customer may object to receiving marketing messages. An individual who wishes to withdraw consent or object to processing can do so through *Siminn's customer portal*, by clicking a link in an email from Siminn, or by contacting Siminn directly. When making marketing-related phone calls, Siminn respects applicable opt-out registers.

14. Feedback, Compensation Process and Dispute Resolution

- 14.1. If a service is deficient or if the customer wishes to provide feedback or submit a complaint, they can contact Siminn via live chat at www.siminn.is or by calling 550-6000. Siminn strives to resolve all issues as quickly as possible, generally within 14 days of receiving the inquiry.



- 14.2. In certain cases, customers may be entitled to compensation from Síminn due to delays or service disruptions related to number or service transfers, based on the rules of the Icelandic Electronic Communications Office (ECOI), no. 1112/2022. Further information about Síminn's compensation process can be found at <http://www.siminn.is/skilmalar>.
- 14.3. If the parties are unable to reach an agreement regarding disputes over specific service aspects, the customer may refer their case to the appropriate regulatory authority, such as the Electronic Communications Office of Iceland, the Consumer Agency, or the relevant governmental body as applicable.
- 14.4. These terms are governed by Icelandic law. Any disputes between the customer and Síminn concerning their interpretation that cannot be resolved amicably shall be brought before the District Court of Reykjavík.

15. Miscellaneous

- 15.1. Síminn reserves the right to verify the identity of the customer when it deems it necessary in connection with customer inquiries, for example, using electronic identification or personal identification documents.
- 15.2. If there is a discrepancy between these terms and any specific terms or agreements between the customer and Síminn, the specific terms or agreement shall take precedence over these terms.
- 15.3. Síminn reserves the right to discontinue individual services at any time without providing specific reasons. In such cases, customers will be notified with reasonable advance notice.
- 15.4. Síminn reserves the right to transfer the customer to another subscription plan or service in cases where the current plan or service is discontinued or withdrawn from the market. Síminn shall ensure, as far as possible, that the new service is comparable to the one previously provided. The customer will be notified of such changes with reasonable advance notice.

16. Effective date

- 16.1. These terms are effective as of February 1st, 2025, and remain in force until new terms are issued.