Approved by Decision No. 7-10/2026-003 of the Competition Authority, 24th of July 2026

Unofficial translation

Standard Terms and Conditions of the Network Contract of AS Gaasivõrk

Valid from 1st of September 2026

1. General provisions

1.1. The **standard terms and conditions** for the provision of gas network services (hereinafter the **standard terms and conditions**) govern the provision of gas network services by AS Gaasivõrk (hereinafter the network operator) to customers located in its network areas. These **standard terms and conditions** do not govern relationships arising when gas enters the network owned by the network operator.

1.2. For the provision of network services, the customer and the network operator enter into a gas network service agreement (hereinafter the **network contract**), which consists of these standard terms and conditions, the **special terms and conditions** signed by the parties (hereinafter the **special terms and conditions**), the annexes thereto, and the price list established by the network operator, irrespective of whether the price list is annexed to the **network contract**.

1.3. The standard terms and conditions apply to all network contracts to be entered into and to previously concluded network contracts concerning network services, irrespective of whether the standard terms and conditions are annexed to the special terms and conditions.

1.4. The network operator may perform the obligations provided for in the network contract itself or use third parties to perform such obligations. A person designated by the network operator is authorised to perform the network operator's obligations and exercise its rights in its own name and on its own account. By entering into the network contract, the customer confirms its consent to such transfer of the network operator's obligations and rights and its readiness to be liable for the performance of its obligations to either the network operator or a third party designated by the network operator.

2. Definitions

2.1. In the network contract, definitions are used primarily in the meanings set out in the Natural Gas Act and regulations issued thereunder, the Metrology Act and the Equipment Safety Act. Definitions not defined in legislation, or definitions requiring supplementation or clarification, have the following meanings:

2.1.1. **data exchange platform** means a digital environment created pursuant to § 10^2 of the Natural Gas Act for the exchange of data between market participants;

2.1.2. **calculated capacity** means the hourly quantity (m^3/h) of a metering point used to determine the price group and calculate the capacity-based fee, determined in accordance with these standard terms and conditions;

2.1.3. **accounting period** means the period beginning at 7:00 a.m. on the first day of a calendar month and ending at 7:00 a.m. on the first day of the following calendar month, according to Estonian local time;

2.1.4. **balance period** means a 24-hour period beginning at 7:00 a.m. and ending at 7:00 a.m. on the following day;

2.1.5. **gas** means any gas distributed through a distribution network, including natural gas, biomethane, gas obtained from biomass and other types of gas, provided, that it meets the gas quality requirements and can technically and safely be introduced into and distributed through the distribution network;

2.1.6. **gas pressure** means the difference between the absolute pressure of the gas in the gas pipeline and atmospheric pressure;

2.1.7. **Network Code on the Operation of the Gas Market** means the regulation of the minister responsible for the policy sector established pursuant to subsection 7 of § 10^2 and subsection 1^2 of § 24 of the Natural Gas Act (https://www.riigiteataja.ee/et/akt/129072017006?leiaKehtiv);

2.1.8. **price group** means a set of criteria on the basis, of which the network charge components and rates applicable to a metering point, are determined;

2.1.9. **remotely readable meter** means a measuring instrument that enables metering data to be transmitted automatically to the network operator's database;

2.1.10. **customer** means a person whose consumer installation or network is connected to the network owned by the network operator and who has entered into a network service agreement with the network operator. For the purposes of these standard terms and conditions, the following categories of customer are distinguished:

- **KODU price group customer** means a customer whose metering point is assigned to the KODU price group, i.e. a private person, an apartment association or a gardening association;
- **business customer** means a customer in an ÄRI price group whose metering point is not assigned to the KODU price group.

2.1.11. **apartment building** means a residential building containing two or more apartment ownerships;

2.1.12. **electronic volume corrector** means a measuring instrument compatible with a gas meter that automatically converts the quantity of gas measured under metering conditions into a quantity of gas corresponding to the conventional conditions;

2.1.13. **conventional conditions** means an absolute gas pressure of 101.325 kilopascals (1.01325 bar) and a gas temperature of 20 degrees Celsius;

2.1.14. **connection point** means the point of connection between the network owned by the network operator and the consumer installation;

2.1.15. **metering data** means the readings of the measuring instrument at the beginning and end of the relevant period, the metered quantity of gas expressed as the difference between the readings in cubic metres (m^3), and the quantity of gas converted into energy units in kilowatt-hours (kWh) in accordance with the Network Code on the Operation of the Gas Market;

2.1.16. **metering point** means a point in the gas pipeline at which the quantity of gas passing through the cross-section of the pipe is metered;

2.1.17. **measuring instrument** means a gas meter, a electronic volume corrector or another device used alone or in combination with one or more ancillary devices to meter and display the quantity of gas passing through a metering point;

2.1.18. **meter reading** means the numerical value, in cubic metres (m^3), of the quantity of gas as the measurand, read from the measuring instrument referred to in clause 5.8;

2.1.19. **consumer installation** means an interconnected operational assembly of gas pipelines located on one or more registered immovables, in a building or in a complex of functionally connected buildings forming a single economic unit, including the land required for servicing them, and intended for supplying the customer with gas, or the network of another network operator;

2.1.20. **fixed fee** means a component of the network charge applied to a metering point on a monthly basis;

2.1.21. **consumption-based fee** means a component of the network charge applied to the quantity of gas consumed at a metering point during an accounting period;

2.1.22. **consumption regime** means the technical parameters of gas consumption agreed between the network operator and the customer, including pressure, the permitted hourly quantity in cubic metres per hour (m^3/h), and the metering range relevant to the selection of the measuring instrument;

2.1.23. **capacity-based fee** means a component of the network charge applied to the calculated capacity of a metering point on a monthly basis;

2.1.24. **network operator's website** means the network operator's website at www.gaasivork.ee;

2.1.25. **network operation** means an operation to interrupt or restore gas supply or the network connection;

2.1.26. **joint invoice** means a single invoice prepared by the gas seller and submitted to the customer for network services, excise duty, the gas reserve stockpiling fee and gas sold;

2.1.27. **network connection** means the possibility created by the network operator for distributing gas from the network to the consumer installation;

2.1.28. **network charge** means the charge payable for the provision of network services, the components, bases of calculation and prices of which are set out in the price list and these standard terms and conditions.

3. Provision and quality of network services

3.1. The network service consists of the distribution of gas by the network operator through the network owned by the network operator, ensuring a permanent network connection necessary for gas consumption, metering the quantity of gas consumed from the network, and submitting metering data and other data required by legislation to the data exchange platform.

3.2. The provision of network services does not include the sale of gas to the customer. To purchase gas, the customer must enter into a sales contract with a gas seller. Gas is sold in accordance with the terms established by the gas seller. If the customer does not have a valid gas sales contract, the gas seller designated by the network operator is deemed to be the seller of the gas consumed by the customer during the relevant period. The gas seller designated by AS Gaasivõrk is AS Elenger Grupp.

3.3. The network operator provides the network service to the customer under the conditions and at the quality level prescribed by legislation, the connection contract or the agreement on changing the consumption regime, and the network contract. Gas quality parameters, including the higher calorific value, are determined under conventional conditions at which the absolute pressure of the gas is 101.325 kilopascals (1.01325 bar) and the gas temperature is 20 degrees Celsius.

3.4. The network operator distributes odorised gas.

3.5. No later than the third working day of each month, the network operator publishes on its website the weighted average composition and the lower and higher calorific values of the gas distributed through the network owned by the network operator during the previous month.

3.6. The customer's gas supply may be restricted or interrupted on the grounds and in accordance with the procedure provided for in the Natural Gas Act and other legislation. The network operator ensures that the duration of a single interruption and the total duration of interruptions in a year do not exceed the periods prescribed by legislation. The duration of an interruption is calculated from the time when the network operator became aware or should have become aware of the interruption in its network and ends when gas supply to the consumer installation has been restored. Interruptions carried out pursuant to clauses 9.2 and 9.3 or by agreement of the parties are not included among the interruptions referred to in this clause. The network operator is not liable for an interruption of gas supply caused by a gas transmission service provider and does not compensate for any resulting damage or costs, unless the actions or instructions of the transmission service provider were unlawful.

3.7. Gas distributed by the network operator is delivered at the connection point, unless the parties have agreed otherwise in the special terms and conditions. The network operator is not liable for the consumer installation or the gas contained therein. If one consumer installation simultaneously supplies gas to several customers, gas is delivered to those customers at the connection point of the common consumer installation.

3.8. The location of the connection point is specified in the special terms and conditions of the network contract or in the connection contract. If the parties have no written agreement concerning the location of the connection point, the connection point is located at the intersection of the gas pipeline owned by the network operator and the boundary of the customer's immovable property. If a gas pipeline owned by the network operator crosses the customer's immovable property on the basis of a limited real right or a statutory duty to tolerate, the connection point is located at the point where the pipeline supplying the consumer installation branches off from the network operator's network.

3.9. The consumption regime is specified in the special terms and conditions of the network contract, the connection contract or the agreement on changing the consumption regime. If the parties have no agreement concerning the consumption regime, the actual gas consumption and the metering range of the existing measuring instrument are taken as the basis.

3.10. The customer must ensure that gas is consumed in accordance with the agreed consumption regime. If the customer wishes to change the consumption regime, the parties enter into an agreement on changing the consumption regime, which sets out the conditions for changing the consumption regime and reimbursement of the related costs. Upon an application to change the consumption regime, the network operator has the right to:

3.10.1. refuse to change the consumption regime if the circumstances affecting the customer's consumption regime have not changed in a manner that provides justified grounds for the change;

3.10.2. apply an adjustment calculation of the capacity-based fee in accordance with clause 7.12 of these standard terms and conditions if, at the customer's request, the maximum permitted hourly quantity under the consumption regime of the metering point is increased and, during the preceding 12 months, the maximum permitted hourly quantity under the consumption regime of that metering point was reduced at the request of the same customer.

3.11. If the customer consumes gas in a manner that differs materially from the consumption regime agreed in the network contract, the network operator has the right, separately or in combination, to:

3.11.1. require the customer to bring its consumption into compliance with the network contract or to enter into an agreement on changing the consumption regime;

3.11.2. require the customer, on the grounds and in accordance with the procedure provided for by law and the network contract, to compensate for direct patrimonial damage caused by the breach of the consumption regime, including reasonable costs necessary to remedy the consequences of the breach and the cost of gas that was not metered;

3.11.3. interrupt gas supply in the case and in accordance with the procedure provided for in clause 1 of subsection 3 of § 26 of the Natural Gas Act;

3.11.4. make an adjustment calculation of the capacity-based fee in accordance with clause 7.12 of the standard terms and conditions if, at the customer's request, an agreement to reduce the consumption regime was entered into during the 12 months preceding the breach of the consumption regime.

3.12. If the customer's actual gas consumption repeatedly differs from the consumption regime determined for the metering point and the customer neither brings its consumption into compliance with the network contract nor initiates a change of the consumption regime within an additional period granted by the network operator, which may generally not be shorter than 30 calendar days, the network operator has the right to unilaterally amend the consumption regime of the metering point on the basis of metering data so that it corresponds to the customer's actual consumption. The network operator notifies the customer of the amendment and the circumstances on which it is based in a form reproducible in writing. In such a case, the customer must pay the network operator the fee for processing the change of the consumption regime in accordance with the current price list and reimburse the costs related to the change.

3.13. The parties ensure that the gas installations owned or possessed by them comply with legislation, standards and rules. In particular, the customer must ensure that the consumer installation does not adversely affect the gas supply of another customer or the technical parameters of the network owned by the network operator. The network operator is responsible for and ensures the proper condition, maintenance and compliance of its network up to the connection point. The customer is responsible for and ensures the proper condition, maintenance and compliance of the consumer installation from the connection point onwards.

3.14. The customer must take due care of the equipment located in its building or on its property and necessary for the provision of network services and the metering of gas quantities (including a gas pressure regulating device, the shut-off device between the network and the consumer installation, and the measuring instrument), and must ensure the integrity of such equipment, including by following the network operator's instructions and taking reasonable measures to avoid endangering its preservation and integrity.

3.15. The customer must immediately notify the network operator of any damage to, loss, absence or destruction of the equipment referred to in clause 3.14, and also of damage to a measuring instrument or any interference with or distortion of its readings.

3.16. The customer must provide the network operator with access to the equipment referred to in clause 3.14 in order to ensure correct metering of gas quantities and to carry out other operations related to the provision of network services, including network operations, assessment of the condition of a measuring instrument and recording of a control reading. The customer must provide access at the time requested by the network operator, of which the network operator gives at least seven calendar days' advance notice. The network operator may request access without prior notice for the purpose of recording a control reading.

3.17. If the customer is unable to provide access to the equipment at the time requested by the network operator, the customer must immediately notify the network operator and agree with it, within seven calendar days, a new time which may generally not be later than 14 calendar days after the time initially requested by the network operator.

3.18. If the customer does not provide access to the equipment at the agreed time and has not immediately notified the network operator thereof, the customer must pay the network operator an unsuccessful visit fee in accordance with the current price list.

4. Special provisions for the provision of network services to apartment buildings

4.1. Gas distributed by the network operator is delivered in an apartment building at the connection point of the apartment building, and the network operator enters into a network contract only with the apartment association as the person responsible for the consumer installation of the apartment building, except in the case referred to in clause 4.2.

4.2. At the joint request of the apartment owners, the network operator may enter into separate network contracts with the apartment owners only if the apartment building contains no more than ten apartment ownerships, all of which are equipped with a compliant measuring instrument, and the network operator is able to interrupt the gas supply to each apartment ownership without entering the relevant apartment and without disrupting the gas supply to other apartment ownerships. In such a case, gas distributed by the network operator is delivered at the connection point of the apartment building, and the network operator is not liable for the consumer installation of the apartment building or the gas contained therein.

4.3. When a network contract is entered into with an apartment association, the network operator has the right to unilaterally terminate the earlier network contracts entered into separately in respect of apartment ownerships from the time the network contract with the apartment association takes effect. The network operator notifies the apartment owners 14 calendar days in advance of the termination of the network contracts entered into with them and the entry into force of the new common network contract.

5. Calculation of the quantity of gas consumed

5.1. The network operator ensures the metering of the quantity of gas consumed from the network, the collection and processing of metering data, keeps the relevant records, and ensures data exchange with the data exchange platform in accordance with the Network Code on the Operation of the Gas Market.

5.2. To meter the quantity of gas consumed by the customer, the network operator installs, at its own expense, a measuring instrument as close as possible to the connection point and in a location prepared by the customer in accordance with the requirements specified by the network operator, unless the parties have agreed otherwise. Between the measuring instrument used as the basis for settlement and the connection point, there may not be a measuring instrument that meters the quantity of gas consumed under a network contract entered into with a third party. A change in the location or type of the measuring instrument at the customer's request is treated as a change of the consumption regime.

5.3. In the cases prescribed by the Natural Gas Act, the network operator ensures that the metering point is equipped with a remotely readable meter. In other cases, the network operator equips the metering point with a remotely readable meter if, in the network operator's assessment, installation of such a meter is technically feasible and economically reasonable.

5.4. If a permanent electricity supply to the measuring instrument is required, the special terms and conditions specify that the customer is to ensure such permanent electricity supply at its own expense. In that case, without the network operator's consent, the customer may not interrupt the electricity supply to the measuring instrument for more than 24 consecutive hours. If the customer wishes to interrupt the electricity supply for a longer period, it must coordinate this with the network operator in advance.

5.5. The network operator ensures proper maintenance and operating condition of measuring instruments, unless otherwise agreed in the special terms and conditions. If a measuring instrument does not comply with statutory or technical requirements, the network operator replaces it with a compliant measuring instrument, and the customer must permit this in accordance with clause 3.16. The costs of replacing a measuring instrument are borne by the network operator, except where the destruction of or damage to the measuring instrument was caused by an act or omission of the customer.

5.6. The customer must ensure the integrity of the measuring instrument and the seals installed on it. The customer must immediately notify the network operator of damage to the seals of the measuring instrument, a malfunction of the measuring instrument, or distortion of its reading.

5.7. Extraordinary verification of a measuring instrument is carried out in accordance with the conditions provided for in the Metrology Act.

5.8. The quantity of gas consumed by the customer in cubic metres (m^3) is determined using the measuring instrument on which settlement is based. The measuring instrument on which settlement is based is an electronic volume corrector or, in the absence of an electronic volume corrector, the gas meter, unless the parties have agreed otherwise in the special terms and conditions.

5.9. The quantity of gas consumed during an accounting period is the sum of the quantities of gas for the balance periods within that accounting period, whereby:

5.9.1. the quantity of gas for a balance period at a metering point equipped with a remotely readable meter is determined by means of the remotely readable meter;

5.9.2. the quantity of gas for a balance period at a metering point not equipped with a remotely readable meter is calculated by multiplying the total quantity of gas for the accounting period at that metering point by the proportion represented, during the relevant balance period, by the quantity of gas at all metering points equipped with local reading devices in the total quantity of gas at all metering points equipped with local reading devices during the accounting period. The monthly proportions of gas quantities for metering points not equipped with remotely readable meters, broken down by balance period, are published after the end of the accounting period on the network operator's website (https://gaasivork.ee/kliendile/kutuse-energiasisaldus/).

5.10. The quantity of gas consumed by the customer in cubic metres (m^3) is converted into kilowatt-hours (kWh) in accordance with the methodology set out in § 21 of the Network Code on the Operation of the Gas Market, as the product of the gas quantity and the higher calorific value of the gas:

$E = Hs \times V$, where:

E – quantity of gas in energy units, expressed in kilowatt-hours;
Hs – higher calorific value of the gas under conventional conditions during the balance period, expressed in kilowatt-hours per cubic metre.

The higher calorific values for the balance periods are available on the network operator's website (https://gaasivork.ee/kliendile/kutuse-energiasisaldus/) after the end of the accounting period;
V – the metered quantity of gas during the balance period, expressed in cubic metres.

A more detailed explanation of the conversion of gas quantities is also available on the network operator's website (https://gaasivork.ee/wp-content/uploads/2024/12/energiauhikutesse-teisendamise-naide-1.pdf).

5.11. The customer has the right to access the consumption data of the consumer installation through the network operator's website and, at the customer's request, the network operator provides the consumption data of the consumer installation to the customer in accordance with the procedure provided for by legislation. The customer also has the right to obtain data concerning metering points related to the customer from the data exchange platform of AS Elering (https://gaasiandmeladu.elering.ee/).

5.12. The customer reports the meter reading to the network operator at the network operator's reasoned request and, if the metering point is not equipped with a remotely readable meter, also in the following cases:

5.12.1. at the end of the accounting period;

5.12.2. on the date the network contract commences and on the date it terminates.

5.13. The customer reports the meter reading as follows:

5.13.1. through the meter-reading submission link on the network operator's website;

5.13.2. by calling the network operator's information line, in which case the network operator assumes in good faith that the person reporting the reading is the customer or a person authorised by the customer for that purpose;

5.13.3. to the email address designated by the network operator for that purpose, in which case the network operator assumes in good faith that the person reporting the reading is the customer or a person authorised by the customer for that purpose.

5.14. A meter reading for the end of the accounting period is deemed to have been reported on time if the customer reports the reading

between the 26th day of the accounting period and the first working day of the following month.

5.15. If the customer confirms that it will not consume gas for an extended period, the network operator may exempt the customer from the obligation to report the meter reading for a maximum of six consecutive months. The customer must submit the relevant request before the obligation to report the meter reading from which exemption is sought arises.

5.16. If the customer has not reported the meter reading on time and has not been exempted from the obligation to report it, the quantity of gas consumed during the relevant accounting period is determined by estimation, based on the previous consumption history of the consumer installation and the quantities of gas consumed by other similar customers during the accounting period being estimated.

5.17. Upon obtaining a control reading of the measuring instrument or receiving a meter reading reported by the customer, the network operator adjusts the customer's consumption data to the quantity of gas actually consumed as follows:

5.17.1. if the actual reading of the measuring instrument is lower than the latest reading reported by the customer or estimated by the network operator, whichever is later, the network operator adjusts the customer's consumption data on the data exchange platform to the quantities actually consumed. The invoice issuer recalculates the amounts paid by the customer for the network charge, excise duty and the gas reserve stockpiling fee in respect of the quantity of gas for the last three calendar months. In respect of the remaining quantity of gas, a recalculation is made only if the need to adjust the consumption data was not caused by the customer's improper performance of a contractual obligation. Any overpaid amount identified as a result of adjusting the quantity of gas consumed is generally treated as an advance payment made by the customer;

5.17.2. if the actual reading of the measuring instrument is higher than the latest reading reported by the customer or estimated by the network operator, whichever is later, the entire difference between the readings is deemed to be the quantity of gas consumed during the last calendar month.

6. Special provisions for calculating the quantity of gas consumed in an apartment building

6.1. In an apartment building, except where all apartment ownerships in an apartment building meeting the conditions set out in clause 4.2 are equipped with remotely readable meters, the network operator installs a measuring instrument as close as possible to the connection point of the apartment building and uses it to meter the total quantity of gas entering the consumer installation of the apartment building from the network operator's network.

6.2. If, before these standard terms and conditions were established, separate network contracts were entered into with apartment owners in apartment buildings that do not meet the conditions referred to in clause 4.2, and an apartment ownership lacks the measuring instrument required to meter the quantity of gas consumed, then until a network contract is entered into with the apartment association or a separate measuring instrument is installed to meter the quantity of gas consumed in the apartment ownership, the quantity of gas consumed in that apartment ownership during an accounting period is deemed to be the average monthly quantity calculated on the basis of the annual quantity of gas consumed. The annual quantity of gas consumed is determined by the network operator once a year on the basis of the quantity consumed during the preceding 12 calendar months, according to the following principles:

6.2.1. if the quantity of gas distributed to the consumer installation of the apartment building is measurable, the quantities of gas measured in apartment ownerships equipped with measuring instruments are deducted from the metered quantity distributed to the consumer installation at the connection point of the apartment building, and the resulting difference is allocated among the apartment ownerships without measuring instruments in proportion to the floor area of the apartment ownerships;

6.2.2. if the quantity of gas distributed to the consumer installation of the apartment building has not been metered, the annual quantity of gas consumed is determined on the basis of the quantity of gas consumed by other similar customers during the preceding 12 calendar months.

7. Network charges and other fees related to network services

7.1. The customer must pay the network operator the network charge for the network service provided and other fees prescribed by the network contract. In addition, the customer must pay the network operator all taxes and fees arising from legislation, including taxes and fees introduced during the term of the network contract that the network operator is required to collect or pay in respect of gas distributed through the network. At the time these standard terms and conditions are established, such taxes and fees are excise duty, the gas reserve stockpiling fee and value added tax.

7.2. The components of the network charge are the fixed fee, the capacity-based fee and the consumption-based fee. The network charge components and rates are applied on the basis of the price group assigned to the metering point, in accordance with the network service prices approved by the Competition Authority.

7.2.1. The fixed fee is applied to a metering point on the basis of its price group and the applicable fixed-fee rate and is payable during the term of the network contract irrespective of whether the customer consumed gas during the accounting period. If gas supply has been temporarily interrupted, the fixed fee is payable if the network contract remains in force and the possibility of using the network connection is retained.

7.2.2. The capacity-based fee is calculated on the basis of the calculated capacity and the capacity-based price applicable to the relevant price group and is payable during the term of the network contract irrespective of whether the customer consumed gas during the accounting period. If gas supply has been temporarily interrupted, the capacity-based fee is payable if the network contract remains in force, the network connection can still be used, and the capacity on which the calculated capacity is based remains available. No capacity-based fee applies to the KODU price group.

7.2.3. The consumption-based fee is calculated on the basis of the quantity of gas metered at the metering point during the accounting period and expressed in energy units (kWh), and the consumption-based price applicable to the relevant price group.

7.3. If a fixed fee or capacity-based fee applies to a metering point on the basis of its price group and the network contract is not in force for the entire accounting period, the monthly fee is calculated in proportion to the number of days during which the network contract is in force in that accounting period. The daily fee is calculated by dividing the monthly fee by the number of calendar days in the relevant month.

7.4. The bases for determining the calculated capacity used to assign price groups and calculate the capacity-based fee are as follows:

7.4.1. As a rule, the calculated capacity is determined on the basis of hourly metering data for the three calendar years preceding the determination of the price group of the metering point. The calculated capacity is the largest quantity of gas measured in one hour during that period, expressed in m³/h.

7.4.2. In the case of a new metering point, if actual hourly metering data are available for at least 12 consecutive accounting periods but for less than three calendar years, the network operator determines the calculated capacity on the basis of the available hourly metering data, provided that those data reflect the normal use of the metering point. The calculated capacity is the largest quantity of gas measured in one hour during the relevant period, expressed in m³/h.

7.4.3. If the calculated capacity of a metering point determined under clauses 7.4.1 and 7.4.2 is less than 50% of the maximum permitted hourly quantity under the consumption regime of the metering point, 50% of that maximum permitted hourly quantity is applied as the calculated capacity. This does not restrict the customer's right to request a review of the calculated capacity or the consumption regime in accordance with clause 7.11 if the customer's capacity requirement has permanently decreased.

7.4.4. If the metering point lacks the hourly metering data referred to in clauses 7.4.1 or 7.4.2 on the basis of which the largest actual hourly quantity of the metering point can be determined, the calculated capacity is determined on the basis of the maximum permitted hourly quantity under the consumption regime of the metering point. This means that the capacity-based fee is calculated on the basis of the contractual capacity. This applies in particular when a new metering point is commissioned before the data period referred to in clause 7.4.2 has elapsed, or where the quantity of gas consumed at a metering point is duly metered but the metering point does not have a remotely readable meter or hourly metering data. This does not restrict the customer's right to request a review of the calculated capacity or the consumption regime in accordance with clause 7.11.

7.4.5. The calculated capacity is determined as a whole number in cubic metres per hour (m³/h), disregarding decimal places. If the calculated capacity is less than 1, the calculated capacity is deemed to be 1 m³/h.

7.5. The following price groups apply when calculating the network charge:

Price group	Description of price group
ÄRI L	Metering point of a business customer with a calculated capacity equal to or greater than 10,000 m³/h.
ÄRI M	Metering point of a business customer with a calculated capacity from 1,000 m³/h to 9,999 m³/h inclusive.
ÄRI S	Metering point of a business customer with a calculated capacity of less than 1,000 m³/h.
KODU	Metering point through which gas is consumed by a customer assigned to the KODU price group, i.e. a private person, apartment association or gardening association.
SUVI	Metering point where at least 80% of consumption takes place during the period from 1st of May to 31st of October and which has been deemed seasonal on the basis of the customer's application and an analysis of consumption data.

7.6. The network operator assigns the metering point to one of the price groups referred to in clause 7.5, having regard to the category of customer, consumption profile, capacity requirement, seasonality and other objective circumstances. The customer does not have the right to choose a price group, except where these standard terms and conditions provide for the assignment or reassignment of a price group on the basis of the customer's application.

7.6.1. A price group is assigned separately to each metering point. A customer may have several metering points assigned to different price groups.

7.6.2. The price group applicable at the time the network contract is entered into is stated in the special terms and conditions for information purposes. Subsequent assignment of the price group takes place in accordance with these standard terms and conditions and does not require amendment of the special terms and conditions.

7.6.3. As a rule, the network operator determines the price group and calculated capacity of a metering point for a calendar year in January of each year. The network operator informs the customer of the price group assigned to the metering point for the calendar year and the data on which the assignment is based on the invoice issued in January and makes that information available in the e-service. The price group and calculated capacity determined at the beginning of the year apply from the beginning of April of that calendar year until the end of March of the following calendar year, unless otherwise provided in these standard terms and conditions.

7.7. If the circumstances on which the assignment of a price group or the determination of calculated capacity is based change, including a change in the category of customer, the consumption regime or metering system of the metering point, or the seasonality of consumption, the network operator has the right to reassign the price group or redetermine the calculated capacity of the metering point during the current calendar year. The network operator notifies the customer of the reassignment or redetermination and the circumstances on which it is based in a form reproducible in writing. The notice states at least the new price group or calculated capacity, the date on which the change takes effect, and the customer's right to submit objections in accordance with clause 7.8. The reassignment of the price group or redetermination of calculated capacity takes effect from the beginning of the accounting period following the notice, unless the parties have agreed on a later effective date or these standard terms and conditions provide otherwise.

7.8. The customer may submit reasoned objections to the reassignment of the price group or redetermination of the calculated capacity within 30 calendar days after receiving the notice of reassignment or redetermination. The network operator reviews objections submitted within the prescribed period within 30 calendar days after receiving them. If the review establishes that the reassignment of the price group or redetermination of the calculated capacity was not justified or should have been made differently, the network operator assigns the correct price group or determines the correct calculated capacity and recalculates the network charge to the corresponding extent. As a rule, any overpaid amount is set off against subsequent invoices and any outstanding amount is added to the next invoice.

7.9. If, for technical reasons, the same consumer installation of the same customer or the same network of another network operator that is a customer is supplied through several metering points and the gas distributed through those metering points is directed to one functionally connected consumer installation or network, the price group and calculated capacity applicable to those metering points are determined on the basis of the aggregate data of the metering points.

7.10. A metering point is assigned to the SUVI price group on the basis of the customer's application if the actual consumption data for the metering point confirm that it meets the conditions of the SUVI price group. The network operator has the right to reject the application if analysis of the consumption data shows that the metering point does not meet those conditions. Application of the SUVI price group does not require the customer to submit a new application every year and continues for as long as the metering point meets the conditions of the SUVI price group or until the customer requests reassignment to another price group. If the metering point does not meet the conditions of the SUVI price group, the network operator assigns its price group in accordance with the general procedure.

7.11. In a justified case, the customer may request a review of the price group or calculated capacity of a metering point, including where the capacity requirement of the metering point has permanently decreased. The network operator assesses the request on the basis of the information submitted by the customer, the consumption data, consumption profile, capacity requirement, seasonality and technical conditions of the metering point, and other objective circumstances. The network operator has the right to require the customer to submit additional information and documents necessary to assess the request. The network operator assesses whether the request is justified within 30 calendar days after receiving all information necessary for the assessment. If the circumstances stated in the request and established by the network operator justify a change in the price group, calculated capacity or consumption regime, the price group, calculated capacity or consumption regime of the metering point is changed in accordance with clause 7.7 of these standard terms and conditions. If the network operator considers that the request is not justified, it sends the customer a reasoned refusal in a form reproducible in writing within the above period.

7.12. In the cases provided for in clauses 3.10.2, 3.11.4 and 10.17.1 of these standard terms and conditions, the network operator has the right to make an adjustment calculation of the capacity-based fee, taking into account the following:

7.12.1. An adjustment calculation of the capacity-based fee is neither a contractual penalty nor a separate fee, but a special case of applying the capacity-based fee approved by the Competition Authority. It may be applied only where it is evident from objective circumstances that the customer terminated the network contract or reduced the consumption regime before restoration of the use of the network connection for the purpose of avoiding the capacity-based fee.

7.12.2. The adjustment calculation does not apply to the KODU price group or to an ordinary change of ownership where the circumstances do not indicate an intention to avoid the capacity-based fee.

7.12.3. In the case of an adjustment calculation of the capacity-based fee, the capacity-based fee payable for up to 12 months preceding the date of the adjustment calculation is calculated on the basis of the calculated capacity underlying the adjustment calculation and the approved capacity-based price. Where use of the network connection is restored, the adjustment calculation is based on the calculated capacity assigned to the metering point under the newly concluded network contract. Where the adjustment calculation is made in connection with an increase in the maximum permitted hourly quantity under the consumption regime of the metering point or an exceedance of the agreed maximum permitted hourly quantity, the adjustment calculation is based, respectively, on the increased maximum hourly quantity or the maximum hourly quantity actually used.

7.12.4. As a result of an adjustment calculation, the customer may not be charged a capacity-based fee for the same period to the extent that it has already been paid; that is, amounts of the capacity-based fee already paid for the same metering point or network connection at the same location for the same period are deducted from the calculated amount. No adjustment calculation is made to the extent that the possibility of using the network connection or the relevant capacity has not been retained or has been made available to another customer.

8. Invoicing and payment

8.1. The invoice is issued to the customer by the network operator or a person designated by it (hereinafter jointly referred to as the invoice issuer). If the network operator and the gas seller have agreed on the issue of a joint invoice, the invoice issuer is the gas seller to whom the network operator assigns, for each accounting period, the claims against the customer arising from the network contract. The network operator publishes on its website information concerning the invoice issuer, including details of the gas sellers with whom an agreement on the issue of joint invoices has been entered into.

8.2. The invoice provides the customer with information concerning the quantity of gas consumed by the customer. If the network charge consists of several components, all components of the network charge are shown separately on the invoice.

8.3. The quantities of gas consumed are expressed on the invoice in kilowatt-hours (kWh) and cubic metres (m^3).

8.4. The network operator states on the invoice the monthly weighted average higher calorific value (kWh/m^3) of the quantity of gas that passed through the metering point. The weighted average higher calorific value for the consumer installation is calculated by dividing the quantity consumed during the accounting period in kilowatt-hours (kWh) by the quantity consumed during the accounting period in cubic metres (m^3). A more detailed explanation of converting gas quantities into energy units is also available on the network operator's website (https://www.elenger.ee/wp-content/uploads/energiauhikutesse-teisendamise-naide.pdf).

8.5. The invoice issuer issues an invoice to the customer each month no later than the 10th day of the month or the first working day thereafter, unless otherwise agreed by the invoice issuer and the customer.

8.6. Failure by the invoice issuer to issue an invoice does not constitute a waiver of the claim. If the amount of the invoice is below the minimum amount notified to the customer by the invoice issuer, the invoice issuer has the right not to issue the invoice and, with the customer's consent, to add that amount to the next invoice issued.

8.7. The customer pays the invoice issuer the network charge, taxes and fees prescribed by legislation, and other fees arising from the network contract by the due date stated on the invoice, quoting the reference number shown on the invoice. As a rule, the due date is the 21st day of the month in which the invoice is issued, unless otherwise agreed by the invoice issuer and the customer.

8.8. An invoice is deemed paid on the date on which the amount stated on the invoice is credited to the invoice issuer's bank account.

8.9. If the customer fails to pay an invoice issued by the invoice issuer by the due date, the invoice issuer has the right to require the customer to pay default interest on the outstanding amount at the rate of 0.06% per calendar day or at the rate agreed between the invoice issuer and the customer, which may not exceed 0.2% per calendar day. Default interest is calculated from the calendar day following the due date until the date on which payment is received. In addition to default interest, the invoice issuer may require the customer to reimburse debt collection costs in accordance with the law. If the customer is required to pay default interest or debt collection costs in addition to the principal monetary obligation, debt collection costs and default interest are deemed paid first, followed by the principal monetary obligation. A claim that became due earlier is deemed paid before a claim that became due later.

8.10. If the customer disagrees with an invoice or agrees with it only in part, the customer notifies the invoice issuer before the due date and states the reasons for the disagreement. In the event of partial agreement, the customer pays the accepted part in accordance with the network contract. The invoice issuer reviews the customer's notice and informs the customer of the outcome within ten working days after receiving the notice. On the basis of the outcome of the review, the invoice issuer may set a later due date. If the customer's notice was unfounded, the customer pays the outstanding amount together with default interest.

8.11. The customer has the right to make an advance payment. No interest is calculated or paid on an advance payment. Upon termination of the network contract, provided that there is no outstanding debt, or at any other time at the customer's request, provided that the customer has no outstanding debt to the invoice issuer, the invoice issuer refunds the advance payment to the customer within three working days after receiving the customer's application.

8.12. The network operator or the invoice issuer has the right to require the customer to provide a security deposit if:

8.12.1. during the preceding 12 months, the customer has been more than 20 calendar days late in making payments arising from this network contract or any other network contract entered into with the network operator on more than three occasions, or has been more than 50 consecutive calendar days late;

8.12.2. a malfunction of the measuring instrument, distortion of its reading, or damage to, loss or destruction of the measuring instrument, its seals or verification marks is discovered and resulted from the customer's failure to perform or improper performance of its obligations, or from another act or omission of the customer;

8.12.3. a bankruptcy warning or bankruptcy petition is filed against the customer, or bankruptcy, reorganisation or liquidation proceedings are commenced in respect of the customer, or if, on the basis of other circumstances, the network operator has reasonable grounds to believe that the customer will not duly perform its obligations under the network contract.

8.13. The network operator or the invoice issuer has the right to require the customer to pay a security deposit in an amount equal to the network charges, taxes and fees arising from legislation for up to three accounting periods, as determined on the basis of a consumption forecast. No interest is calculated or paid on the security deposit. The invoice issuer has the right to retain the security deposit until termination of the contract entered into between the invoice issuer and the customer. The invoice issuer refunds the security deposit to the customer upon termination of the contract, provided that there is no outstanding debt, or if the customer has duly performed its contractual obligations during the preceding 12 months and has submitted a corresponding request to the invoice issuer. In such a case, the invoice issuer refunds the security deposit within three working days after receiving the customer's application.

9. Interruption of gas supply

9.1. The customer has the right to request interruption of gas supply at any time.

9.2. The network operator has the right to interrupt gas supply or permit gas supply to be interrupted without prior notice if:

9.2.1. the life, health or property of persons or the environment is endangered;

9.2.2. the customer uses gas or network services unlawfully.

9.3. The network operator has the right to interrupt gas supply or permit gas supply to be interrupted by giving the customer seven calendar days' prior notice if:

9.3.1. the consumer installation adversely affects the gas supply of another customer or the technical parameters of the network owned by the network operator;

9.3.2. the customer has materially breached obligations arising from the network contract or conditions prescribed by legislation and has failed to remedy the breach and compensate for the damage within a reasonable period granted by the network operator;

9.3.3. the customer has breached contracts entered into pursuant to the Natural Gas Act or conditions prescribed by the Natural Gas Act;

9.3.4. there is another ground provided for by legislation.

9.4. The following cases, among others, are deemed to constitute a material breach of the network contract by the customer:

9.4.1. during the preceding 12 months, the customer has been more than 20 calendar days late in making payments on more than three occasions, or has been more than 50 consecutive calendar days late;

9.4.2. the customer fails to pay the security deposit within 14 calendar days after receiving the corresponding demand from the invoice issuer;

9.4.3. the customer fails, in accordance with clause 3.16, to provide the network operator or its representative with access to equipment located on premises owned or possessed by the customer for the purpose of inspecting or replacing the equipment, carrying out a network operation, performing work necessary for operating the consumer installation, or checking the readings of the measuring instrument;

9.4.4. the customer has carried out a network operation without the network operator's consent;

9.4.5. the consumer installation does not comply with the requirements of legislation or the conditions of the agreed consumption regime.

9.5. A network operation is carried out by the network operator or, with its consent, by another person possessing the relevant competence.

9.6. The customer may not carry out a network operation without the network operator's consent. If the customer wishes a network operation to be carried out, the customer submits an application to the network operator, which carries out the necessary network operation or issues the customer with the technical conditions for carrying it out. If, with the network operator's consent, the network operation is carried out by a person selected by the customer, the customer ensures that the report prepared concerning the network operation is submitted to the network operator within five working days.

9.7. If the network operator carries out a network operation at the customer's request or for a reason attributable to the customer, the customer pays the network operator for carrying out the network operation in accordance with the current price list.

9.8. Interruption of gas supply pursuant to § 26 of the Natural Gas Act does not release the customer from the obligation to pay amounts that had become due by the time of the interruption. Monthly fees applicable under the network contract, including the fixed fee and the capacity-based fee, remain payable during such interruption of gas supply if the network contract remains in force and the network connection remains available for use.

9.9. Gas supply interrupted at the customer's request or for a reason attributable to the customer is restored after the circumstances constituting the grounds for the interruption have been eliminated, the customer has performed the obligations that are prerequisites for restoration of gas supply, and the customer has paid all due monetary obligations arising from the network contract or legislation.

10. Validity, amendment and termination of the network contract

10.1. The network contract enters into force on the third working day after it has been signed by both parties, unless otherwise agreed in the special terms and conditions.

10.2. A customer who is a private person may withdraw, without giving a reason, from a network contract entered into by means of distance communication or away from business premises within 14 calendar days. The withdrawal period begins on the date the network contract is entered into. To exercise the right of withdrawal, the customer must submit a notice of withdrawal to the network operator, using the contact details stated on the network operator's website, before expiry of the withdrawal period. If, at the customer's request, provision of the network service began during the withdrawal period referred to in this clause, the customer must, upon submitting the notice of withdrawal, allow the network operator immediately to carry out the operations for terminating the network contract referred to in clauses 10.12 and 10.13 and must pay the network operator the network charge and other fees related to the provision of network services for network services provided until those termination operations have been carried out.

10.3. The network contract may be amended by agreement of the parties or on other grounds provided for in the network contract or by law. Amendments to the special terms and conditions are made in writing.

10.4. If, during the term of the network contract, the parties enter into a connection contract or an agreement on changing the consumption regime that changes the location of the connection point or metering point or changes the consumption regime, the network contract is deemed, after performance of the connection contract or the agreement on changing the consumption regime, to remain in force on the amended terms.

10.5. The network operator has the right to unilaterally amend the standard terms and conditions and the price list if the organisation of the gas market, the general economic situation, legislation or case-law changes, or if other material circumstances arise. The standard terms and conditions and the price list are amended in accordance with the procedure prescribed by law. The network operator notifies the customer of amendments to the standard terms and conditions and the price list in accordance with the procedure prescribed by law. If the customer does not agree with an amendment, the customer has the right to terminate the network contract within 30 calendar days after the notice is sent.

10.6. The network contract terminates:

10.6.1. by written agreement of the parties;

10.6.2. upon termination of the network contract on the grounds specified in the network contract or legislation;

10.6.3. upon dissolution of a customer that is a legal person, unless the network contract has been transferred to the legal successor of that legal person;

10.6.4. on other grounds provided for by legislation.

10.7. Upon the death of a customer who is a private person, the network contract does not terminate but transfers to the person who inherited the consumer installation. Upon becoming aware of the customer's death, the network operator has the right to re-register the network contract in the name of the heir by notifying the heir thereof.

10.8. The customer has the right to terminate the network contract at any time by giving the network operator at least one month's prior notice.

10.9. If the customer wishes to terminate the network contract due to transfer of the consumer installation and submits the notice of termination of the network contract together with the new owner's application to enter into a network contract, the network contract terminates on the working day following submission of the joint application to the network operator, unless otherwise agreed. The network contract cannot be terminated retroactively.

10.10. The network operator has the right to terminate the network contract if:

10.10.1. gas supply has been interrupted due to a breach of the network contract and the interruption has continued for at least 180 consecutive calendar days, and the customer has not eliminated the circumstance constituting the ground for interruption during that period;

10.10.2. the customer has materially breached obligations arising from the network contract or conditions prescribed by legislation and has not remedied the breach within a reasonable period granted by the network operator, as a result of which the network operator cannot reasonably be expected to continue performance of the contract;

10.10.3. the consumer installation has been transferred and the customer has no legal basis for using it;

10.10.4. the consumer installation or network connection has been destroyed or removed and the customer has not expressed a wish to restore the network connection within a reasonable period;

10.10.5. there is another ground provided for by legislation.

10.11. Unless a different notice period is prescribed by the network contract or legislation, the network operator gives the customer at least 30 calendar days' prior notice of termination of the network contract. In the case referred to in clause 10.10.2, the network operator gives the customer at least seven calendar days' prior notice. In the case referred to in clause 10.10.3, the network operator has the right to terminate the contract without observing a notice period.

10.12. If gas supply to the consumer installation has not previously been interrupted, it is interrupted no later than on the date the network contract terminates, except where the notice of termination is submitted in accordance with clause 10.9.

10.13. Upon termination of the network contract, the customer must allow the network operator to carry out a network operation, inspect the measuring instrument of the consumer installation and, if necessary, record the meter reading. The customer must also pay all outstanding amounts by the due date stated on the invoice.

10.14. If the metering point is equipped with a remotely readable meter, the reading recorded on the date the network contract terminates is deemed to be the final meter reading. If the customer does not allow the network operator to carry out the operations referred to in clause 10.13, the reading recorded by the network operator at the earliest opportunity after termination of the network contract is deemed to be the final meter reading.

10.15. If the metering point is not equipped with a remotely readable meter, the following is deemed to be the final meter reading upon termination of the network contract:

10.15.1. the reading recorded when a network operation is carried out;

10.15.2. the reading recorded when an earlier network operation was carried out, if gas supply was previously interrupted and the network operator does not consider it necessary to inspect the measuring instrument and record the meter reading upon termination of the network contract;

10.15.3. the reading recorded in the application referred to in clause 10.9 or reported in accordance with the procedure set out in that application, if gas supply to the consumer installation is not interrupted pursuant to clause 10.12;

10.15.4. the reading recorded by the network operator at the earliest opportunity after termination of the network contract, if the final meter reading has not been established in accordance with the preceding clauses.

10.16. Upon termination of the network contract, the network operator is not required to preserve the possibility of using the network connection.

10.17. After termination of the network contract, use of the network connection is restored by entering into a new network contract if the existing network connection has been preserved, its use is technically possible, and provision of the requested network service does not require the construction of a new network connection, reconstruction of the existing network connection or the network, reinforcement of the network, or an increase in the throughput or capacity of the network. In such a case, gas supply is restored after the network contract has been entered into, the prerequisites for restoration have been fulfilled, and the necessary network operations have been carried out. In other cases, the network connection is restored on the conditions agreed in a connection contract entered into with the network operator.

10.17.1. Where a business customer or a person related to it requests restoration of the use of a network connection at the same location within 12 months after termination of the network contract, the possibility of using the existing network connection has been preserved, and gas is used for the same purpose (for example, cooking, heating or technological purposes), the situation is always treated as the conclusion of a new network contract and not as the conclusion of a connection contract. In such a case, when entering into the network contract, the network operator has the right to make an adjustment calculation of the capacity-based fee under the conditions set out in clause 7.12, and the applicant must pay the capacity-based fee determined on that basis. The network operator restores gas supply after the prerequisites for restoration prescribed by the network contract and legislation have been fulfilled and the capacity-based fee determined on the basis of the adjustment calculation and other applicable fees have been paid. A person is deemed related to a business customer only if it belongs to the same group as the business customer or is controlled by the same beneficial owner and the relationship can be established on the basis of objectively verifiable information lawfully available to the network operator, in particular information from the Commercial Register, beneficial ownership information, an annual report, information submitted by the customer or applicant, or contractual information related to the use of the network connection at the same location.

10.18. Upon termination of the network contract for any reason, those provisions of the contract which, by their nature, establish the rights and obligations of the parties after termination continue to apply.

11. Liability of the parties

11.1. The parties are liable for improper performance or non-performance of the obligations provided for in the network contract (breach of obligation), including for the acts of persons whom they use, or permit to act, in exercising their rights and performing their obligations.

11.2. A breach of obligation is excused if the party breached the obligation due to force majeure. Force majeure means a circumstance beyond the party’s control which, having regard to the principle of reasonableness, the party could not have been expected, at the time the network contract was entered into, to take into account or avoid, or to overcome the impeding circumstance or its consequences.

11.3. Failure to perform monetary obligations arising from the network contract is generally not excused by force majeure.

11.4. If the effect of force majeure is temporary, the breach of obligation is excused only for the period during which force majeure prevented performance of the obligation.

11.5. The limitations and exclusions of liability set out in the network contract do not apply where such liability cannot be limited or excluded under applicable legislation.

11.6. A party compensates the other party for direct pecuniary damage caused by non-performance or improper performance of the obligations prescribed by the network contract, but not more than 25% of the total network charges for the consumer installation over a 12-month period. Other damage, including non-pecuniary damage and loss of profit, is not compensated. At the request of the injured party, proven damage is compensated within 60 calendar days after submission of the request.

11.7. If the customer breaches an obligation specified in clause 3.14 or 5.4, the network operator has the right to require the customer to pay a contractual penalty equal to 20% of the minimum monthly wage for full-time work established by the Government of the Republic.

11.8. If the customer breaches the obligation specified in clause 3.16 and, as a result, the network operator is unable to determine the customer's actual consumption or carry out a network operation on the grounds and in accordance with the procedure set out in section 9, the network operator has the right to require the customer to pay a contractual penalty of 20 euros for each repeated breach of the obligation.

11.9. If gas supply interrupted by the network operator is restored without the network operator's consent, the network operator has the right to require the customer to pay a contractual penalty equal to 20% of the minimum monthly wage for full-time work established by the Government of the Republic.

11.10. In the event of unlawful use of network services or gas, or if the customer fails to comply with clause 3.16, the network operator has the right to change the location of the measuring instrument and require the customer to reimburse the costs incurred for that purpose.

12. Governing law and dispute resolution

12.1. The network contract is governed by the law of the Republic of Estonia.

12.2. Disagreements and disputes arising from the performance, amendment or termination of the network contract are resolved by the parties primarily through negotiations, on the basis of the law and the network contract and taking into account established custom and practice, provided that such custom and practice do not conflict with the law or the network contract.

12.3. The network operator responds to a complaint submitted by the customer within ten working days. If responding to the complaint requires more time, the network operator notifies the customer thereof and provides a response no later than within one month after receiving the complaint.

12.4. The customer may submit a complaint to the Competition Authority concerning an act or omission of the network operator that is contrary to the Natural Gas Act or legislation established thereunder.

12.5. If disputes arising from the network contract cannot be resolved through negotiations between the parties, the dispute is submitted to the county court of the customer's residence or registered office. If, after entering into the network contract, the customer takes up residence abroad or transfers its place of business or registered office abroad, or if the customer's place of business, residence or registered office is unknown at the time the action is filed, the dispute is resolved by a court of the Republic of Estonia. The foregoing does not preclude the parties from filing an application in expedited order-for-payment proceedings in accordance with the rules of jurisdiction applicable to such proceedings.

13. Notices

13.1. Notices related to the network contract are delivered to the other party orally, in writing or in a form reproducible in writing, using the contact details specified in the special terms and conditions or notified to the other party, unless a specific permitted form has been separately agreed in the network contract for a particular declaration of intent.

13.2. Unless otherwise provided in the network contract, a notice having an immediate legal effect, in particular a notice giving rise to monetary claims or obligations or affecting the validity of the network contract, is deemed duly given if it is given in writing or in a form reproducible in writing. A digitally signed form is equivalent to written form.

13.3. The network operator notifies customers of changes to the price list through its website.

13.4. Information that does not have an immediate legal effect may also be communicated by telephone or electronically.

13.5. A party must inform the other party of a change in its contact details within 14 calendar days. If a party's contact details change during the term of the network contract and that party has not informed the other party thereof, a notice is deemed received by the party if it was sent using the most recent contact details provided by that party. Publication of the relevant information on the website is also deemed to constitute notice of a change in the network operator's contact details.

The parties immediately notify each other of all circumstances that prevent performance of the network contract.

14. Processing of personal data

14.1. The network operator ensures that the personal data of a customer who is a private person are protected and processed in compliance with legislation and the principles for the use of personal data applied by the network operator, which are available on the network operator's website.

14.2. In the event of payment default, the network operator or the invoice issuer transfers information concerning the customer (name, personal identification code, contact details, language of communication and information concerning the debt) to credit information companies authorised by the network operator (including AS Krediidiinfo and Creditinfo Eesti AS), which publish the customer's information in a payment default register maintained by them, enabling third parties to assess the customer's creditworthiness or obtain information for another similar purpose. The personal data concerned remain available in the payment default register for up to three years after the customer has performed the relevant obligation.