

# Tet Privacy Policy

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The purpose of this Privacy Policy is to provide the natural person — the client of Tet services — with information on the purpose and extent of processing, protection, the period of processing of personal data, and the rights of the data subject during the acquisition of data, as well as during the processing of the client's personal data.

## Controller and Its Contact Details

1. The personal data controller is SIA Tet (hereinafter - Tet), unified registration No. 40003052786, legal address: Riga, Dzirnavu iela 105, LV-1011.
2. Tet's contact details for matters related to the processing of personal data are: [tet@tet.lv](mailto:tet@tet.lv). You can ask questions with regard to the processing of personal data using these contact details or applying at the legal address of Tet. You can submit a request for the exercise of your rights in accordance with [Clause 24 hereof](#).

## Scope of Application of the Document

3. Personal data are any information about an identified or identifiable natural person. The definitions and explanations of personal data, as well as the categories of data are specified [here](#).
4. The Privacy Policy applies to the protection of privacy and personal data in relation to:
  - natural persons – clients, subscribers and other users of Tet services (including potential, former and existing ones), as well as third parties who receive or pass on any information (including contact persons, payers, etc.) to Tet in relation to the provision of services to a natural person (a subscriber, a client, a user);
  - visitors of Tet's stores, offices and other premises, including ones subject to video surveillance;
  - visitors of the Tet's website and mobile applications, and persons calling to the Tet's contact centre (hereinafter — the Clients).
5. Tet takes care of the Clients' privacy and the protection of personal data, observes the Clients' rights to the lawfulness of personal data processing in accordance with the applicable legal acts — Regulation (EU) of the European Parliament and of the Council No. 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (Regulation), and other applicable legal acts in the field of privacy and data processing.
6. The Privacy Policy applies to data processing, regardless of the form and/or environment in which the Client provides personal data (Tet's website, mobile applications, self-service portal, paper, or telephone), and on which company systems or paper forms they are processed.
7. For specific types (e.g., cookie processing, etc.), environment, purposes of data processing, additional, specific regulations may be determined for the purposes of which the Client will be informed upon providing the relevant data to Tet.

## Purposes for the Processing of Personal Data

8. Tet processes personal data for the following purposes:
  - Provision of services and selling of goods:
    - identification of a client;
    - preparation and signing of an agreement; proving the fact of signing;
    - supply of goods as well as installation and provision of services (fulfilment of contractual obligations);
    - ensuring the functionality of / maintenance of services;
    - fulfilment of guarantee obligations;
    - improvement of goods and services, development of new goods and services;
    - promotion of use, advertising and distribution of the service;

- provision of services to clients;
- examination and processing of applications and objections;
- retention of clients, improvement of loyalty, satisfaction measurements;
- administration of payments;
- assessment of creditworthiness, supervision of loans;
- collection and recovery of debts;
- maintenance of websites and mobile applications, improvement of functioning.
- Business planning and analysis:
  - statistics and business analysis;
  - planning and accounting;
  - effectiveness measurement;
  - ensuring the quality of data;
  - performance of market and public opinion surveys;
  - preparation of reports;
  - performance of client surveys;
  - within the framework of risk management activities.
- Ensuring the security of information, information systems and the company
- Providing information to state administration institutions and subjects of operational activities in the cases and to the extent specified in external laws and regulations.
- Other specific purposes for which the Client is informed upon providing the relevant data to Tet.

### Legal Basis for the Processing of Personal Data

9. Tet processes the Client's personal data based on the following legal grounds:
  - **conclusion and execution of a contract** - to enter into a contract following the Client's application and to ensure its execution;
  - **execution of laws and regulations** - to fulfil an obligation specified in external laws and regulations binding to Tet;
  - in accordance with the **consent** of the Client - **the data subject**;
  - **in legitimate interests** - to pursue the legitimate interests of Tet arising out of existing obligations or a contract entered into by and between Tet and the Client, or arising out of law;
  - **ensuring the vital interests of the data subject or another natural person** - to ensure the physical and property security of Tet's employees, Clients and visitors.
10. The legitimate interests of Tet are:
  - to carry out commercial activities;
  - to provide electronic communications services;
  - to verify the Client's identity prior to entering into a contract;
  - to ensure the fulfilment of contractual obligations;
  - to eliminate unjustified financial risks for its business operations (incl. carrying out the assessment of credit risk before the selling of goods and services as well as during the execution of the contract);
  - to store the Client's applications and submissions for the purchase of goods and the provision of services, other applications and submissions, notes on them, including ones made in writing or orally, by contacting call centres, on websites and on the self-service portal;
  - to conduct negotiations with the Client on the provision and maintenance of service operations, settlements, to carry out the control of customer service quality;
  - to conduct negotiations with the Client to organise the fulfilment of obligations under the service agreement;
  - to conduct negotiations with the Client, during which an oral agreement will be entered into, for proving the fact of entering into the agreement;
  - to analyse the performance of Tet's homepage, websites and mobile applications, to develop and implement their improvements;
  - to administer the Client's account on Tet's homepages, websites and mobile applications;
  - to carry out activities for the retention of Clients;
  - to segment the client database for more efficient provision of services;
  - to develop and improve goods and services;
  - to advertise its goods and services;
  - to send other reports on the progress of execution of the contract and events relevant to the execution of the contract, and to conduct Client surveys on goods and services and their experience of use (NPS);
  - to ensure the maintenance and development of electronic communications networks;
  - to maintain and develop communication network;
  - to monitor the operation of the communications network, in order to establish technical issues, as well as unlawful activities and to prevent these;

- to prevent fraud;
- to ensure corporate management, financial and business accounting and analysis;
- to ensure the effective governance of the company;
- to ensure the efficiency of the supply of services and the sale and delivery of goods;
- to ensure and improve the quality of services;
- to administer payments;
- to administer outstanding payments;
- to apply to state administration institutions and institutions of operational activities and court for the protection of its legal interests;
- to inform the public about its activities.

### **Processing of Personal Data**

11. Tet processes Client's data using the options provided by modern technologies, taking into account the existing privacy risks and organisational, financial, and technical resources that are reasonably available to Tet.
12. Tet may perform the adoption of automated decisions with regard to the Client. The Client is informed about these Tet's activities individually in accordance with laws and regulations. The Client may object to the adoption of automated decisions in accordance with legal acts, yet understanding that in separate cases this can restrict the Client's right to use individual possibilities potentially available thereto (for example, to receive commercial offers).
13. The adoption of automated decisions, which results in legal consequences for the Client (for example, approval or rejection of the Client's application), can be carried out only in the process of entering into, or execution of, the contract between Tet and the Client, based on the Client's unambiguous consent or in the cases stipulated in external laws and regulations.
14. For the high-quality and fast execution of the contractual obligations arising out of the contract entered into with the Client, Tet may authorise Tet group companies, its cooperation partners to perform individual deliveries of goods and activities for the provision of services, such as service deployment works, billing, and the like. If, in carrying out these tasks, Tet group companies or co-operation partners process the Client's personal data at the disposal of Tet, the relevant Tet group companies or co-operation partners are considered to be data Tet's processing operators (processors) and Tet is entitled to transfer the Client's personal data to Tet group companies and co-operation partners for the performance of these activities to the extent necessary to carry out these activities.
15. Co-operation partners of Tet and Tet group companies (in the status of a processor of personal data) will ensure the fulfilment of the requirements for personal data processing and protection in line with the requirements of Tet and other legal acts, and will not use personal data for other purposes, except for the fulfilment of the contractual obligations arising out of the contract entered into with the Client on behalf of Tet.

### **Protection of Personal Data**

16. Tet protects Client's data using the options provided by modern technologies, taking into account the existing privacy risks and organisational, financial, and technical resources that are reasonably available to Tet, including using the following security measures:
  - Data encryption by transmitting data (SSL encryption);
  - Firewall;
  - Intrusion prevention and detection programmes;
  - Other protective measures in line with the possibilities provided by current technical developments.

### **Categories of Recipients of Personal Data**

17. Tet does not disclose to third parties any Client's personal data or any information obtained during the provision of services and the validity period of the contract, inter alia, information regarding received electronic communications, content or other services, except the following:
  - if data have to be transferred to the third party within the framework of the concluded contract to perform any function necessary for the execution of the contract or any function delegated by law (e.g., to a bank within a settlement or for the provision of services, for example, within the framework of the trade of the electricity service, Tet carries out data exchange with the operator of the distribution network, whereof the Client is informed in the respective service contract);
  - in accordance with the Client's explicit and unambiguous consent;
  - to persons stipulated in the external laws and regulations upon their reasonable request, in accordance with the procedure and volume specified in the external laws and regulations;
  - in the cases stipulated in the external laws and regulations to protect the legitimate interests of Tet, e.g., by appealing to a court or other state institutions against a person who has violated these legitimate interests of Tet.

### **Access of Third-Country Subjects to Personal Data**

18. In some cases, subject to statutory requirements, Tet's personal data is accessed in third countries (i.e., countries outside the European Union and the European Economic Area) by developers or service providers (within the meaning of the Regulation – transmission to third countries) in the status of the data controller (operator).
19. In such cases, Tet provides for statutory required procedures to ensure the level of personal data processing and protection equivalent to the level set forth by the Regulation.

## Duration of Storage of Personal Data

20. Tet stores and processes the Client's personal data as long as at least one of the following criteria exists:
- as long as the contract signed with the Client is in force (inter alia, records of negotiations, within the framework of which an oral agreement is concluded / a service application is submitted);
  - data are necessary for the purposes for which they were collected;
  - as long as Tet or the Client can exercise their legitimate interests in line with the procedure specified in the external laws and regulations (for example, to submit objections or to bring an action in court);
  - as long as any of the parties has a legal obligation to store data (for example, in accordance with the Accounting Law, the company must store issued invoices for 5 years, etc.);
  - while the Client's consent to the respective personal data processing is valid, if there are no other legal grounds for data processing.
- After the date on which the conditions referred to in this clause cease, the personal data of the Client are deleted. Auditing records are stored for at least one year following the day of their making in accordance with the provisions of laws and regulations.
21. The record of negotiations with the Client on the provision of functioning of services, their maintenance, settlements, based on the legitimate interests of Tet, are stored for six (6) months following the date of recording of negotiations, whereafter they are deleted.

## Access to Personal Data and Other Client's Rights

22. The Client has the right to receive information specified in laws and regulations regarding the processing of his/her data. The majority of the Client's information is already published on the self-service portal [tet.lv/manskonts](http://tet.lv/manskonts) and Tet's websites and applications which are used by the Client to receive Tet's services and where the Client can check the accuracy of his/her data and, if necessary, to administer them, inter alia, to amend them.
23. In accordance with the laws and regulations, the Client also has the right to request from Tet access to his/her personal data, as well as to request from Tet the supplementation, correction or deletion thereof, or to restrict the processing with respect to the Client, or the right to object against the processing (including against processing of personal data carried out on the basis of the legitimate interests of Tet, as well as the right to data portability. These rights are exercisable in so far the processing does not arise out of the obligations of Tet imposed thereon by the applicable laws and regulations and which are carried out in the public interest.
24. The Client may submit a request for the exercise of his rights:
- in writing in person in [Tet stores](#)\* or at the legal address, producing the personal identification document;
  - in electronic form by signing it with a secure electronic signature;
  - by authorising on the self-service portal [tet.lv/manskonts](http://tet.lv/manskonts).
25. Upon receiving the Client's request for the exercise of its rights, Tet verifies the Client's identity, evaluates the request and executes it in accordance with laws and regulations.
26. Tet sends a reply to the Client by post to his/her specified contact address in a registered letter or on the self-service portal [tet.lv/manskonts](http://tet.lv/manskonts), or taking into account the type of receiving replies, specified by the Client.
27. Tet ensures the fulfilment of data processing and protection requirements in accordance with laws and regulations and, in the case of the Client's objections, performs useful actions to resolve the objection. However, if this fails, the Client has the right to contact the Supervisory Authority – the Data State Inspectorate.

## Client's Consent to Data Processing and the Right to Withdraw it

28. The Client may give his/her consent to the processing of personal data, the legal basis for which is consent (for example, analysis of data on the habits of using services, individually prepared programme, etc.), by authorising on the self-service portal [tet.lv/manskonts](http://tet.lv/manskonts), in Tet service application forms, Tet service portals/applications, Tet's and other websites (for example, news subscription forms), calling to the single hotline of Tet's contact centre at 117 or in person in [Tet stores](#)\*.
29. The Client has the right to withdraw his/her consent to the data processing at any time in the same manner as it was provided, that is — by authorising on the self-service portal [tet.lv/manskonts](http://tet.lv/manskonts), by calling to the Tet's contact centre at 117 or in person in [Tet stores](#)\*, and in this case, the further processing of data, which is based on the previously given consent, will not be carried for a particular purpose.
30. The withdrawal of consent does not affect the processing performed at the time when the Client's consent was valid.
31. The withdrawal of consent cannot stop the processing of data carried out on the basis of other legal grounds.

## Communication with the Client

32. Tet communicates with the Client using the contact details provided by the Client (telephone number, e-mail address, mailing address, on the self-service portal [tet.lv/manskonts](http://tet.lv/manskonts) and in other self-service accounts, as well as using application notifications).
33. Communication regarding the fulfilment of obligations arising out of a service contract is carried out by Tet on the grounds of a signed contract (e.g., co-ordination of delivery time or repairing damage, information on invoices, planned work, communication failures, changes in services, etc.).

## Commercial Communication

34. Tet carries out commercial communication regarding Tet and/or third-party services and other communications not related to the provision of directly contracted services (such as client surveys) in accordance with external laws and regulations or with the consent of the Client.
35. Tet may carry out communication, inter alia, commercial communication, also by using the automatic call equipment.
36. The Client may give his/her consent to the receipt of commercial communications of Tet and/or its co-operation partners by authorising on the self-service portal [tet.lv/manskonts](http://tet.lv/manskonts), in Tet's service application forms, Tet's service portals/applications, Tet's and other websites (for example, news subscription forms).
37. Client's consent to receive commercial communications is valid until its withdrawal (also after the termination of the service contract). The Client may at any time refuse to receive further commercial communications in any of the following ways:
  - by making the relevant note in his/her user profile on the Tet's self-service portal [tet.lv/manskonts](http://tet.lv/manskonts);
  - by sending an e-mail to [tet@tet.lv](mailto:tet@tet.lv);
  - by calling the Tet's contact centre at 177;
  - in person in [Tet stores](#)\*;
  - by changing the notification settings on devices;
  - by using the automated option provided in the commercial communication to unsubscribe from further communications by clicking on the unsubscribe link at the end of the relevant commercial communication (e-mail).
38. Tet stops sending commercial communication as soon as the Client's request is processed. The processing of a request depends on technological possibilities, and may take up to three days.
39. When expressing his/her opinion in the surveys and leaving his/her contact details (e-mail, telephone), the Client agrees that Tet can communicate with him/her, using the contact details provided by the Client in relation to the assessment provided by the Client.

#### **Web Traffic and Processing of Cookies**

40. Tet's websites may use cookies. Cookie processing terms and conditions are available [here](#)\*.
41. Tet's websites may contain links to third-party websites which have their own user and personal data protection regulations, and Tet bears no responsibility thereof.

#### **Other Provisions**

42. Tet has the right to introduce supplements to the Privacy Policy, making its current version available to the Client in his/her user profile on the Tet's self-service portal [tet.lv/manskonts](http://tet.lv/manskonts), as well as by placing on the Tet's website.
43. Tet stores the previous versions of the Privacy Policy and they are available on the website of Tet.
44. The wording of this Privacy Policy comes into force on 1 April 2019 and replaces the previously approved wording of the Privacy Policy

\* Information available in Latvian