

GENERAL TERMS AND CONDITIONS FOR GSM SUBSCRIPTIONS IN EFFECT FROM 1ST JANUARY 2007.

1 Definitions

- 1.1 "The Agreement": means the Mobile Telephony Agreement ACN Mobile – Sweden between the subscriber and ACN and the following documents: the at any given time valid version of these General Terms and Conditions for GSM subscriptions, the then current Service Description and the then current Price List. (See however Section 10.1 below regarding agreements in effect during a defined fixed time).
- 1.2 "ACN": means ACN Communications Sweden AB.
- 1.3 "Price List": means the current Price List.
- 1.4 "GSM Network": means the GSM network ACN is at any time utilizing.
- 1.5 "Telephone messages": means signals for sound, text, images or data that can be transferred over the GSM Network.
- 1.6 "Price": means the prices applicable for the service according to current Price List.
- 1.7 "Service": means the GSM services as well as any ancillary services provided by or on behalf of ACN for this Agreement.

2 General

The subscriber has the right to use the GSM network for transmission of telephone messages according to the General Terms and Conditions mentioned in the agreement. Certain equipment and certain services can not be used everywhere in the GSM network.

- 2.1 The subscriber has the right to use the GSM network for transmission of telephone messages according to the General Terms and Conditions mentioned in the agreement. Certain equipment and certain services can not be used everywhere in the GSM network.
- 2.2 The subscriber receives a SIM-card, which after it has been activated provides access to the GSM Network. ACN is and will continue to be the owner of the SIM-card.
- It is the Subscriber's responsibility that the SIM card, PIN and PUK codes are stored safely and in separate locations to prevent damage, theft, loss or unauthorized use. It is the Subscriber's obligation to immediately report loss or theft of a SIM-card to ACN.

- 2.3 The subscriber is responsible for all costs resulting from the SIM card being used in a negligent way or by an unauthorized person.
- When ACN has received report of loss of the SIM card, the subscriber is not responsible for costs regarding telephone messages relating to the time after the loss was reported. The subscriber will still be obligated to pay any fixed fees for the subscription.

- 2.4 ACN provides the subscriber a subscription number for connection to the GSM Network. ACN reserves the right to change the provided subscription number due to technical, operational or maintenance reasons. The subscriber will be notified of the change within reasonable time and in a suitable manner.

- 2.5 The subscriber is responsible for the equipment that he or she is using in the GSM Network. The connection to the GSM Network may not be used in a way that causes inconvenience for ACN or any other. Only equipment that has been registered at the National Post and Telecom Agency or equipment that may be connected to a public available telephone network may be connected to the GSM Network. The subscriber is obligated to immediately disconnect equipment that disrupts the telecom traffic.

- 2.6 The subscriber must, at ACN's request, give ACN the possibility to investigate equipment that has been connected to the GSM Network if investigation is justified due to interference in the GSM Network, or if there is reason to suspect that the equipment has been connected in conflict with Section 2.5.

- 2.7 In terms of territory, the Service provided by ACN shall be restricted to the receiving and transmission range of the GSM Network and depend on the build out status of the GSM Network. The subscriber may, within the scope of the respective Service of ACN, to take advantage of international long-distance and roaming services to the extent technically feasible and subject to the existence of appropriate agreements with the respective foreign network operators. The subscriber acknowledges that the use of ACN's Service in the border region of Sweden may result in the use of international roaming connections due to the local conditions.

- 2.8 ACN will process traffic information that pertains to telephone messages (such as technical information, call-time, utilized network, etc.) and information pertaining to the subscriber (such as name, telephone number, social security number or organization number, address, etc.). ACN will as responsible for the personal data process such details for the following reasons: administration of the agreement with ACN, marketing of its products and services, to meet requirements laid down in law, and for number information services. For marketing purposes, ACN reserves the right to use automated systems for communication over distances that are not manned by an individual, such as fax, SMS and e-mail, as well as other methods for individual communication over distances. The subscriber has the right to oppose such methods for marketing and to oppose that the personal information of the subscriber is being used for purposes relating to direct marketing. ACN may within the restricted purposes mentioned above provide information regarding the subscriber name and address, subscriber number or other information that relates to the subscriber, unless the subscriber requested that the information should be held secure. The information may be provided over station ("terminal"), over devices for automated computer processing or in other ways. The subscriber details can be transferred to countries both within and outside the EU and EEA. The subscriber has the right to get information from ACN regarding the processing of details that pertains to him/her. The subscriber has furthermore the right to contact ACN in order to get incorrect details corrected. The subscriber is accepting the process described above by accepting these General Terms and Conditions.

- 2.9 These General Terms and Conditions are in effect unless otherwise specifically stated in the Mobile Telephony Agreement ACN Mobile – Sweden, the current Service Description and the current Price List. The General Terms and Conditions Mobile Telephony Agreement ACN Mobile – Sweden has precedence in the case of any contradictions.

3 Acceptance and Assignment

- 3.1 ACN reserves the right to make a credit check, which inter alia means that credit information might be retrieved, and to reject an order for subscription on the basis of the credit rating.
- 3.2 The subscriber shall provide ACN with an address at which ACN or a representative [ombud] can deliver invoices and other messages. A message to the subscriber is considered received no later than seven days after having been sent to the subscriber's address.
- 3.3 The subscriber may not transfer the Agreement without written consent from ACN. A credit check will be carried out on the person who wishes to take over the subscription. Both transfer and approval must be in writing. ACN may, without the consent of the subscriber, transfer the Agreement.
- 3.4 The subscriber may not transfer the Agreement before the subscriber has paid all his debts to ACN. The transferring subscriber is liable to pay for fees and services used before the transfer. The new subscriber is obligated to pay for fees and services used after the transfer.

4 Liability to pay and fees

- 4.1 The subscriber is liable to pay compensation for the services that ACN is providing according to the current Price List. (See however Section 10.1 below regarding raising the price for subscribers who have an agreement with a binding period.) The payments may be for connection and utilization of the GSM network and the ordering of telephone services. ACN reserves the right to make changes in the pricelist in accordance with Section 10.1 below.
- 4.2 If a subscriber exceeds an established credit limit, and provided ACN makes a reasonable request for it, the subscriber must immediately pay the outstanding amount. The credit limit is established individually for each subscriber and subscription and ACN reserves the right to change an established credit limit if it is deemed justified after performed credit check.
- 4.3 ACN has the right to require the subscriber to, within a given time-frame, provide security for the subscriber's undertakings according to the Agreement.
- 4.4 Certain subscriptions have a periodical fee (a fixed fee that may include a certain amount that must be used within a certain period on Services). The subscriber has no right to a refund for periodical fees.
- 4.5 If payment is delayed ACN has, in accordance with the law, the right to demand late-payment fee and compensation for other collection costs. ACN has also the right to charge penal interest on arrears at a rate according to the Interest Act.
- 4.6 The amount due by the subscriber to pay to ACN is specified in an invoice. The day that the payment should have been received by ACN is stated under the due date.
- 4.7 The invoice should be paid in Swedish currency to the bank account number that is stated on the invoice. The payment is regarded as completed when the money has been credited on the account.
- 4.8 If the invoice is paid by other means than with the provided payment slip, the invoice number must be specified. If the invoice number has not been stated, the payment is not regarded as completed until ACN has had reasonable time to allocate the payment. Reasonable time is normally within one month after the transaction has been booked on ACN's account.
- 4.9 If the subscriber finds the invoice to be incorrect, the subscriber must as soon as possible and in an appropriate way notify ACN. If this is not done within reasonable time, the subscriber loses the right to dispute the invoice. The subscriber ought to contact ACN within a month of the due date of the invoice.
- 4.10 If the subscriber, within reasonable time, according to Section 4.9 and on grounds of fact is disputing the invoice, ACN will grant a payment delay of the disputed amount until the dispute has been settled. Undisputed part of the invoice must however be paid no later than on the due date. Interest for late payment is applied at a rate according to the Interest Act on the disputed amount that the subscriber ultimately must pay.
- 4.11 ACN reserves the right to contract a third party for the invoicing of the subscriber. The subscriber should pay to the account specified on the invoice.

5 Deductions

- 5.1 If the connection has been unusable due to a fault in the GSM Network which renders connection impossible, the subscriber has the right to a deduction on the invoice. The deduction is made in relation to the duration of the fault counted from the moment it was reported to ACN. Deductions are made for the part of the subscription price which according to the agreement should have been applied for the period. Amounts below SEK 25 relating to one invoice period are not deducted.
- 5.2 The subscriber is not entitled to deduction according to Section 5.1 if the fault is caused by circumstances listed in Sections 7.4 and 7.5 or if they are caused by circumstances pertaining to the subscriber.
- 5.3 Request for deduction must be received by ACN within reasonable time, or else the subscriber will lose his right to deduction. Such request ought to be made within two months from the correction of the fault.

6 Damage compensation

- 6.1 The subscriber has right to compensation for damages caused by negligence by ACN or somebody that ACN is liable for, subject to the limitations listed in Section 7.
- 6.2 If equipment has been connected in conflict with Section 2.5, or if the subscriber has violated the agreement in any other way, the subscriber is liable for damages that occur by reason of that. This is also applicable for registered equipment that disrupts the traffic, and which the subscriber, despite request, failed to disconnect. The subscriber is however free from liability if he/she can prove that he/she was not negligent.
- 6.3 Om begäran om ersättning inte har inkommit inom skälig tid efter att skadan upptäckts, eller borde ha upptäckts, förlorar abonnenten sin rätt att göra kravet gällande. Sådan begäran bör ske inom två månader från det att skadan har upptäckts eller borde ha upptäckts.
- 6.4 ACN is not liable for damages that have occurred when the usage of the GSM Network was impeded or obstructed because of an action necessary due to technical, operational or maintenance reasons. Such actions should be carried out quickly and in such way that the interference is minimal.

7 Limitation of Liability

The following applies for business customers:

- 7.1 For damages caused by:
- disconnected or faulty telephone connection,
 - lost, delayed, disrupted or incorrectly executed telephone message,
 - incorrect information regarding name, number, or other identification,
- compensation is only paid for costs that was caused by the damage. No compensation will be paid for indirect damages, e.g. lost profit, reduced production or turnover in business, obstruction to fulfill commitments towards third party or use not forthcoming of the agreement.
- 7.2 ACN's total liability for damages during the agreement is limited to SEK 20,000.
- 7.3 The limitation of liability for damages is not applicable in the event of gross negligence.
- 7.4 If ACN is prevented to fulfill this agreement due to circumstances outside its control, and which ACN reasonably could not have been expected to foresee at the time of the entering into of the agreement, and which consequences ACN not reasonably could have avoided or overcome, such as war, riot, revolution or other similar event, industrial action, terrorism, sabotage, damage, fire, stroke of lightning, natural disaster, action by public authority, disruption in the power supply or other similar circumstances, or if any ACN subcontractor is hindered to complete its delivery due to any above mentioned circumstances, this should be reason for an exemption resulting in the forwarding of the time of performance.

The following applies for residential customers:

- 7.5 If ACN is prevented to fulfill this agreement due to circumstances outside its control, and which ACN reasonably could not have been expected to foresee at the time of the entering into of the agreement and which consequences ACN could not reasonably have avoided or overcome, such as war, riot, revolution or other similar event, industrial action, terrorism, sabotage, damage, fire, stroke of lightning, natural disaster, action by public authority, disruption in the power supply or other similar circumstances, or if any ACN subcontractor is hindered to complete its delivery due to any above mentioned circumstances, this should be reason for an exemption resulting in the forwarding of the time of performance.

8 Barring of Service

- 8.1 ACN deems the right to bar a subscriber's service for both inbound and outbound telephone messages if:
- 1) reasonable action that ACN has requested the subscriber to take regarding the connection of equipment has not been carried out within the given time frame,
 - 2) amounts above what is stated in Section 4.2 have not been paid as required by ACN,
 - 3) paid periodical fee has been used up,
 - 4) equipment has been connected in violation of Section 2.5,
 - 5) action which ACN has requested in order to correct disturbance or inconvenience, under Section 2.5, has not been carried out,
 - 6) ACN has not been given the possibility to investigate equipment under Section 2.5,
 - 7) the telephone invoice has not been paid within the given time frame, despite reminder. The subscription can however not be closed due to this reason if the payment solely concerns an amount that is supposed to be handed over to another party or if the delay is insignificant or only pertains to a smaller part of the telephone bill,
 - 8) the subscriber is insolvent,
 - 9) the subscriber is in substantial breach of the agreement,
 - 10) loss of SIM-card has been reported under Section 2.2,
 - 11) the subscriber is not providing security under Section 4.3.
- 8.2 If the conditions for barring a subscriber's service no longer exist, the connection will automatically be re-opened for a fee which is specified in the pricelist.
- 8.3 Monthly recurring charges for a subscription is charged also when the Service is barred.

9 Cancellation of the Mobile Telephone Agreement

The following applies for business customers (9.1 – 9.3):

9.1 If the service was barred under Section 8.1 (1 to 11), ACN has the right to cancel the agreement with one month's notice. ACN has otherwise the right to cancel the subscription with six months' notice. Cancellation is made by written notice.

- 9.2 Subject to Section 9.8 below, the contract period for subscribers requesting a new telephone number from ACN is one month and the subscriber has the right to cancel the Agreement at any time. The Agreement is terminated at the end of the calendar month of the notice of cancellation or the end of a following month specified by the subscriber, or at a later point in time given by the subscriber. In the latter case, the subscriber can choose to bar the subscription. The subscriber remains responsible to pay e.g. the monthly recurring charges (MRCs) for this time. Cancellation should be made by written notice.
- 9.3 The subscriber loses the right to use the GSM Network and the related services when a subscription has been cancelled. Any subscription fee already paid for the period following the termination is not paid back to subscriber. The subscriber is obligated to pay the full subscription fee for each commencing calendar month, regardless of when during the month the agreement was cancelled.

- 9.4 The following applies for residential customers (9.4 – 9.7):
- 9.4 The subscriber has, under the Distance and Door-to-Door Sales Act (2005:59), a right to regret during a period of 14 days, calculated from that day when the subscriber received confirmation of the subscription along with the by law prescribed information regarding the right to regret. A subscriber who wants use the right to regret must notify ACN before the expiry of the deadline. The subscriber has always the right to submit such notice within seven working days from the time when confirmation of the subscription was received. The right to regret expires if the subscriber opens the SIM-card packaging during the regret period. The subscriber must return the SIM-card to ACN in its unopened packaging if right to regret is exercised.

- 9.5 If the Service was barred under Section 8.1 (1 to 11), ACN has the right to cancel the agreement with one month's notice. ACN has otherwise the right to cancel the subscription with six months' notice. Cancellation is made by written notice.

- 9.6 Subject to Section 9.8 below, the contract period for subscribers requesting a new telephone number from ACN is one month and the subscriber has the right to cancel the Agreement at any time. The Agreement is terminated at the end of the calendar month of the notice of cancellation or the end of a following month specified by the subscriber. In the latter case, the subscriber can choose to bar the subscription. The subscriber remains responsible to pay e.g. the monthly recurring charges (MRCs) for this time. Cancellation should be made by written notice.

- 9.7 The subscriber loses the right to use the GSM Network and the related services when a subscription has been cancelled.

- 9.8 This clause applies only to business and residential customers who request the porting of a telephone number on the application for the Service. In this case, a minimum binding period applies to the receipt of the Service for a period of 12 months from the date that ACN confirms the provision of the subscription to the subscriber. If a subscriber who is subject to this minimum binding period terminates the Agreement during the binding period, then ACN reserves the right to charge the subscriber the amount of any monthly recurring charges (MRCs) that are applicable for the Service (under the Price List) for the balance of the binding period, and the subscriber agrees to pay such amount in accordance with this Agreement.

10 Changing of the Term and Conditions and Disputes

- 10.1 The following applies for business customers: ACN reserves the right to make changes in the General Terms and Conditions of this Agreement in order to meet requirements laid down in new legislation, by rules or guidelines, decisions from authorities, agreements with network owners or other operators and regarding demands for licenses or similar. ACN deems the right to make minor changes, which can be considered reasonable, without notifying the subscriber in advance by writing. Prices or fees for subscriptions or calling which are in effect for different forms of subscriptions can not be changed earlier than one month after the notification about the change has been published. Other prices and fees may be changed at any given time by applying the change to the Price List.
- The following applies for residential customers: ACN can make changes to the General Terms and Conditions of this agreement, including prices or fees for subscription or calling, no earlier than one month after sending notification about the change to the subscriber. If the change is to the disadvantage of the subscriber, or otherwise implies costs or inconvenience for the subscriber, ACN has no right to change the General Terms and Conditions that a subscriber signed for and which pertains to a binding period as set out in Section 9 above. Notwithstanding this, ACN always has the right to change the General Terms and Conditions due to circumstances mentioned in Section 7.5. ACN should in such a case as soon as possible notify the subscriber in writing and state the reasons for the change.

- 10.2 Disputes over this Agreement should be settled in Swedish courts by Swedish law. Residential customers can also apply to The National Board for Consumer Complaints.