

Telia's Privacy Policy

The Customer's privacy is important to Telia. Telia Sverige AB is the data controller for the processing of the Customer's personal data according to the Agreement. In Telia's Privacy Policy, see www.telia.se/integritet. Further information is available regarding which personal data Telia processes, types of processing, the purpose and legal basis for the processing (e.g. consent), the data's retention period and the Customer's right to, among other things, information, rectification, erasure and to object.

1 General

1.1 These General Terms and Conditions apply when Telia Sverige AB ("Telia") provides a subscription or a service (the "Service") to a consumer (the "Customer"). The services provided by Telia are fixed-line and mobile telephony, broadband and TV as well as other relevant services available at any time at www.telia.se. The Service is specified in the agreement between the Customer and Telia (the "Agreement"). The content of the Service is specified in the current description of the Service. The Agreement also includes orders, confirmations, current price list, etc.

1.2 If the Service is used to pay for a product or service from a content provider that has a payment mediation agreement [Swe: *avtal om betalningsförmedling*] with Telia, the provisions in chapter 5 (Payment) of these General Terms and Conditions will apply to such purchases. The purchase of the service or product will otherwise be subject to the agreement between the content provider and the Customer. If the Customer wishes to complain about any such product or service, the Customer must contact the content provider directly.

1.3 The Agreement will be considered to have been entered into when Telia has confirmed the Customer's order or, if this takes place earlier, when Telia has begun to provide the Service to the Customer. The Agreement must be established in writing, if so required by Telia.

1.4 If the Agreement has been established on a distance basis, the Customer will have a right of withdrawal in accordance with the Swedish Distance and Doorstep Sales Act (2005:59) [Swe: *lag om distansavtal och avtal utanför affärslokaler*]. In such case, information on the right of withdrawal will be provided to the Customer.

2 Telia's provision of the Service

2.1 Telia provides the Service via a connection to the public communications network that is either owned by Telia or via other networks through which Telia is entitled to deliver the Service ("Telia's Network"). Telia will state the location of the connection (the "Connection Point"). If the Service is provided via Telia's fixed network, only Telia may undertake connection of lines to the Connection Point.

2.2 Telia will provide the Service on a professional basis and in accordance with the Agreement. Telia is entitled to engage subcontractors in order to fulfil its obligations in accordance with the Agreement. In such case, Telia is liable for the subcontractor's work.

2.3 Telia will continuously develop its Services. Such adjustments will be made in a way that limits any disruptions. If a change in the Service will result in any deterioration in the Service's performance to an extent that is more than negligible, Telia must inform the Customer in a suitable manner, and no later than one (1) month in advance. The same applies if the change in the Service results in a need for the Customer's own equipment to be adjusted and the Customer is liable for any costs of adaption of its own equipment.

2.4 Telia may make changes to the Service if the use of the Service results in damage or risk of damage to Telia or any third party, for example, because of the Customer's use in violation of section 4.1 a) – g), or if Telia is required to change the Service due to changed law or due to court or government decisions. In such case, the Customer must be informed as soon as possible.

2.5 Due to the structure of Telia's Network or due to technical limitations, it may not be possible to use certain services and certain equipment at all locations. Further information concerning Telia's Network is available at www.telia.se. If the Service is partly provided via another operator's network (e.g. for international calls) other terms and conditions may apply for the use of such network.

2.6 The Customer's right to use the Service in another operator's network within the EU/EES without surcharge (so called "Roam Like At Home"), is specified for each Service. In such case, Telia has the right to limit the available data volume according to the EU regulation. Any limitations of the data volume (so-called Fair Use Policy, "FUP") are shown in the pricelist, see www.telia.se/prislista. Further, the Customer's right to Roam Like At Home is limited to temporary use. If such use is not temporary, Telia reserves the right to charge the Customer a surcharge according to the current roaming tariff, or discontinue roaming. For more information on Roam Like At Home and limitations, see www.telia.se/roaming.

2.7 Telia may install and maintain equipment that is necessary for the provision of the Service on the Customer's premises.

2.8 If Telia provides equipment to the Customer that is owned or available to Telia for its use (the "Equipment"), Telia shall have the right to carry out configuration changes, upgrades, and otherwise use the Equipment for development of services during the time which the Equipment is connected to any Service.

2.9 The Customer is responsible for the Equipment and the bears the risk of damage to or loss of the Equipment from the time that the Equipment is delivered to the Customer and must follow the instructions issued by Telia from time to time concerning the care and use of the Equipment. On the expiry of the Service, the Customer must return the Equipment to Telia in accordance with Telia's instructions at the relevant time. If the Customer fails to do so, or if the Equipment is unusable or has been exposed to abnormal wear, Telia will be entitled to compensation for the Equipment.

2.10 If Telia requires authorisation to install or maintain lines or the corresponding up to the Connection Point, Telia may require the Customer to obtain such authorisation within a reasonable time and at no cost to Telia.

2.11 The Service requires the Customer to have the necessary equipment. Telia does not guarantee the functionality and quality of the Service if the Customer connects equipment that has not been approved. Requirements of specific equipment will, if applicable, be stated in the current description of the Service at any time.

2.12 Telia will take measures concerning the network in order to avoid network congestion. Such measures may concern prioritisation or other specific handling of certain traffic. The measures taken may affect the quality of some Services, e.g. a temporary reduction of the network's speed. Further information is available at www.telia.se/trafikhantering.

2.13 Telia's obligation to transmit emergency calls and to provide location data to the recipient of the emergency call is stipulated in the Electronic Communications Act (2003:389) [Swe: *lag om elektronisk kommunikation*]. Further information on the terms applying to the Service in such cases is available at www.telia.se/nodsamtal.

2.14 Telia will take the necessary action in the event of security deficiencies. The action that may be taken is stated in Telia's Privacy Policy, see www.telia.se/integritet.

2.15 Telia will assign the Customer a subscription number, password and other codes ("Identification Data") that are necessary in order to use the Service. Telia may amend the Identification Data on technical, operational or other special grounds, or in accordance with a public authority's regulations or decisions. The Customer must be informed in advance of any such amendment. The Customer has no entitlement to Identification Data after the Agreement has expired, unless otherwise agreed in writing between the Parties, or prescribed by law.

3 Troubleshooting

3.1 Faults entail that the Customer is unable to use the Service in accordance with the Agreement. As Fault is not considered such faults that do not prevent the Customer from using the Service, or that are only of minor significance for the Customer. Telia must remedy Faults in accordance with what is stated in the Agreement, or, if this is not stated specifically, within a reasonable time. Telia is responsible only for Faults due to Telia. For example, Telia is under no obligation to remedy Faults:

- a) if the Fault is attributable to a third party's network;
- b) if the Fault is due to adverse transmission or receiving conditions for radio communication;
- c) if the Fault is caused by viruses or other external attacks on the Customer's or third party's software, or the Fault otherwise is caused by third parties or by circumstances outside Telia's control and unless it may reasonably be considered that Telia will remedy the Fault, or
- d) if the Fault is otherwise due to such circumstances as described in section 2.5.

3.2 If the Customer has notified Faults that have been caused by the Customer or a third party for whom the Customer is liable, Telia will be entitled to compensation from the Customer. Compensation may be required for work resulting from the Customer's fault notification, in accordance with Telia's price list applicable from time to time. The same applies if Telia finds, after investigation, that no Faults exists. Such faults can, for example, be due to:

- a) incorrect or negligent use of the Service;
- b) failure to follow instructions for the use of the Service;
- c) the Customer's equipment; or
- d) a change, repair or connection performed by another party than Telia.

3.3 If there is a need for special engineering work on performing the installation or remediation work, Telia is entitled to compensation for the work performed according to the price list applicable from time to time. Telia must tender such work to the Customer in advance.

3.4 Telia has the right to limit the availability of the Service to the extent necessary for expansion or otherwise for technical, maintenance, or operational purposes. Telia shall in such case seek to minimize the interruption period and take the measures necessary for the Customer to cause the least possible inconvenience. Telia shall to the extent possible inform the Customer of any planned interruptions.

4 The Customer's use of the Service

4.1 The Customer may use the Service for its own use and for the purpose stated in the Agreement. The Customer is, for example, responsible for ensuring that the use of the Service does not:

- a) lead to damage or other inconvenience to Telia or any third party;
- b) cause disruptions to Telia's Network or the Service, such as via mass calls [Swe: *massanrop*] or unsolicited mass mailings (called "spam"), or the spreading of data virus;
- c) concern use for commercial purposes, such as a switchboard function, interconnection interface or similar operator activities;
- d) infringe the copyright or other intellectual property rights of Telia or any third party;

- e) conflict with law or a public authority's regulations or decisions;
- f) exceed the limitations of the Agreement or, if any such limitation is not stated, that the Service is not used in a way that deviates very significantly from the normal use of an equivalent service, such as the downloading of very large amounts of data, repeated very long calls or data sessions, or abnormally frequent calls; or
- g) is otherwise in conflict with good practice or Telia's current provisions for the Service applicable at any time, such as "Acceptable Use Policy - Telia's Internet Services", see www.telia.se/aup.

4.2 Equipment connected by the Customer must comply with Telia's current instructions at any time, to avoid any inconvenience or damage to Telia or any third party. The Customer undertakes that immediately, at Telia's request, it will disconnect any such equipment from the Service that causes disruptions to Telia's Network or the Service, or that leads to any claimed or suspected infringement of the rights of any third party.

4.3 Without any cost, the Customer must give Telia access to premises and equipment to the extent necessary for Telia's provision of the Service. The Customer must also ensure that the premises comply with relevant laws and the public authorities' regulations concerning the Service, such as climate requirements and power requirements. The Customer is responsible for the consumption of electricity required for the use of the Service.

4.4 "Security Codes" means user name, password, PIN code, etc. "Cards" means SIM cards and other cards that Telia provides for the Service. The Customer must store Security Codes and Cards that are part of the Service in a secure way, to prevent access by unauthorised persons. The Customer may not copy, interfere with or manipulate Cards.

4.5 The Customer is responsible to Telia for the use of the Service. If the Service has been used by any unauthorised person, the Customer will only be liable to pay for such use if the Customer:

- a) has given a third party access to the Service;
- b) through gross negligence has made it possible for a third party to use the Service; or
- c) has lost control of the Service, Security code or Cards, and does not report the loss to Telia as soon as it has been discovered.

4.6 The Customer's payment liability for any fixed recurring fees will remain unchanged even if the Customer has been released from liability in accordance with section 4.5

5 Payment

5.1 The Customer must pay fees in accordance with the current price list. The fixed fees are debited when Telia begins to provide the Service. When placing an order, the customer chooses the payment method that is available for the Service.

5.2 If the Service is used to pay for a product or service from a content provider that has a payment mediation agreement [Swe: *avtal om betalningsförmedling*] with Telia, the Customer is liable for payment of such purchases.

5.3 When paying by invoice, the amount to be paid by the Customer is stated on the invoice. The invoice falls due for payment on the date stated on the invoice.

5.4 The invoice must be paid in the currency and to the account stated on the invoice. The payment is considered to be completed when it is received by Telia. Telia is entitled to charge an invoice fee. The current invoice fee is shown in the price list. Any changes to the invoice fee shall be notified to the Customer no later than one (1) month before the change enters into force.

5.5 If payment takes place by other means than via a payment slip provided by Telia, the invoice number must be stated. Otherwise the payment will be considered to have been completed when Telia has had reasonable time to settle the payment against the invoice. As a rule, reasonable time is within a month after the amount has been paid into the account. If an incomplete or incorrect invoice number is stated, Telia may charge a fee according to the price list.

5.6 If the Customer has not made due payment on due date, Telia will be entitled to compensation for payment reminders and collection charges, and to statutory late payment interest.

5.7 If the Customer has filed a complaint within a reasonable time and stated reasonable grounds for the amount not to be debited, at the Customer's request Telia must grant deferral of payment of the disputed amount until Telia's investigation has been completed or the dispute has been finally settled. During the deferral period, statutory late payment interest will be debited for the part of the disputed amount that the Customer is finally liable to pay.

5.8 The Customer is liable to pay the fixed fee even if Telia has terminated or limited the Service in accordance with section 7.1 or section 7.3, first sentence.

5.9 Use of the Service will be subject to a monetary limit of five thousand (5,000) SEK unless otherwise agreed or stated in the price list. If the limit is exceeded, the Customer will be liable to pay the debt by no later than the date stated by Telia. Telia is entitled to limit the use of the service until full payment has been made. If multiple Services are charged on the same invoice, the monetary limit shall apply per Service.

5.10 Telia is entitled to change the Customer's monetary limit, request advance payment or require the Customer to provide security for the due fulfilment of the Agreement if a credit check shows this to be justified. Telia will give written notification of any change in the monetary limit. Telia is furthermore entitled to set off advance payments or pledged security against its outstanding receivables, including the costs stated in section 5.6. No interest is paid on advance payments.

5.11 If the Agreement is for a minimum period (fixed term) and notice of termination has been given in accordance with section 15.4, the fixed fee for the remainder of the fixed term will fall due for immediate payment.

5.12 If Telia has given notice of termination of the Agreement, the Customer will be entitled to recover prepaid fees. If the Customer has terminated the Agreement, prepaid fees will only be repaid, however, if the Customer has terminated the Agreement due to Telia's amendment of the terms of agreement without the approval of the Customer. This repayment entitlement does not, however, apply to prepaid fees paid in by the Customer after notification of the amendment of the terms. The terms in this paragraph shall also apply when determining repayment of deposits that a registered Customer has charged to a Prepaid Card.

6 Price reduction

6.1 If Telia does not begin to provide the Service by the agreed date, or if the Service could not be used due to a Fault in the Service that are due to Telia, the Customer will be entitled to a price reduction. A reduction will be made as an amount corresponding to the part of the delayed or non-usable Service's fixed fee, calculated for the period of the delay or the duration of the Fault from the time of its notification to Telia, unless otherwise stated in section 6.2.

6.2 Compensation due to delays or faults in the Service is usually made via deductions from the invoice. Price reductions below twenty five (25) SEK per invoice period are not paid.

7 Discontinuation of the Service

7.1 Telia may discontinue or limit the Service if:

- a) the Customer does not present a written agreement to Telia, in accordance with section 1.3, within the specified time;
- b) despite a reminder the Customer has not paid an invoice within the specified time;
- c) the Customer exceeds the monetary limit or fails to provide the required security or advance payment in accordance with section 5.10 within the specified time.
- d) the Customer has not obtained authorization in accordance with section 2.10 for Telia concerning the installation and maintenance of lines;
- e) the Customer is in breach of its undertakings according to any of sections 4.1 - 4.5 or 11.1; or
- f) the Customer otherwise uses the Service in conflict with the Agreement, despite Telia's written notification.

7.2 Discontinuation or limitation in accordance with section 7.1 must not take place in minor cases or if the Customer has taken remedial measures, or due to late payment if the payment solely concerns amounts that are to be mediated to a third party.

7.3 Telia must discontinue or limit the Service if the Customer so requests (e.g. request to block a SIM card). Telia is entitled to discontinue the Service if Telia's liability is based on law, or the regulations or decisions of public authorities. Telia may also discontinue the Service if Telia recognizes that it is necessary for security reasons

If Telia has limited the Service by blocking the SIM card, the Customer can request for a new SIM card. Telia is entitled to charge an additional fee for the new SIM card. Telia is entitled to settle the fee for the new SIM card by deduction from Customer's outstanding value

8 Liability

8.1 The Customer is entitled to compensation for any direct damage due to negligence by Telia or any party for which Telia is responsible. The Customer is not entitled to compensation for indirect damage such as loss of profits or other consequential damages.

8.2 Telia is not liable for damage incurred due to content of data or other information transmitted through use of the Service, nor is Telia liable for damage caused by data virus or suchlike, delays, distortion or loss of data, or for the Customer's liability to any third party.

8.3 The limitations to Telia's liability for damages in accordance with sections 8.1 and 8.2 above do not apply in the event of intent or gross negligence, personal injury or any liability pursuant to mandatory law.

8.4 Telia is entitled to compensation for any damage due to negligence caused by the Customer or any party for which the Customer is liable. If the Customer's liability to pay compensation in accordance with this section is deemed to be unreasonably burdensome, the compensation may be adjusted.

9 Complaints

9.1 In order to be invoked, invoice objections or requests for price reductions or compensation for damages must be presented within a reasonable time after the circumstances leading to the objection or request were discovered or should have been discovered. Complaints may be made verbally or in writing. Requests for compensation for damages must always be presented in writing, however.

10 Force majeure

10.1 A Party will be released from liability for compensation for claims or to fulfil certain obligations according to the Agreement if the claim or omission is due to circumstances outside the Party's control ("Force Majeure Event") and the circumstance prevents, significantly

impedes or delays the fulfilment of the obligation. The same applies if the omission is due to delayed deliveries from Telia's subcontractors due to the Force Majeure Event.

10.2 A Force Majeure Event may, among other things, comprise the actions or omissions of a public authority, new or amended legislation, labour conflicts, blockades, war, riots, sabotage, extreme weather conditions, lightning strikes, fire, explosion, flooding, natural disasters or accidents.

11 Intellectual property rights

11.1 The Agreement does not entail any transfer of copyright or other intellectual property rights to the Customer. Unless authorised in writing by Telia, the Customer may not use, copy, change or otherwise handle software or other equipment belonging to the Service, nor may the Customer assign or lease the rights to such software or equipment to a third party. Special licence terms may also apply to software that is part of the Service.

12 Transfer of Agreement

12.1 The Customer is entitled to transfer the Agreement in full or in part, provided that Telia gives its permission. Telia is entitled to transfer the Agreement to another company within the same group, or to any third party that has acquired the business that provides the Service. The Customer's choice of default operator is not covered by any such transfer.

12.2 The withdrawing Customer holds no payment liability for obligations occurring after the transfer date. The acceding Customer is jointly and severally liable with the withdrawing Customer for any obligations arising before the transfer date and which were known, or should have been known, to the acceding Customer as of the transfer date.

13. Amendments

13.1 Telia is entitled to make amendments or additions to these General Terms and Conditions. Such amendments or additions must be notified to the Customer no later than one (1) month before its entry into force.

13.2 Fees are changed by entering the change in the price list. However, a fee increase may not take place any earlier than one (1) month after the Customer is notified of the increase.

13.3 If the Parties have agreed on a fixed term for the Service, any change in the agreement terms to the disadvantage of the Customer may not take effect before the end of the fixed term. However, Telia may change the terms with effect during the current fixed term if the change is due to a change in the general price level, higher taxes and fees, increased prices from external subcontractors, decisions by the public authorities, or changes in legislation. The Customer's right to terminate the Agreement in such case is stated in section 14.2.

14 Termination

14.1 The Customer is entitled to terminate the Agreement subject to one (1) month's notice.

14.2 If Telia has amended the terms or otherwise changed the Service, and this change is to the disadvantage of the Customer, the Customer may terminate the Agreement with effect from the entry into force of the change, if the notice of termination is given within one (1) month after the Customer has been informed of the change. The Customer shall be deemed to have accepted the change if the Customer does not terminate the Agreement before the change enters into force.

14.3 Telia is entitled to terminate the Agreement in full or in part, subject to one (1) month's notice.

14.4 Telia is entitled to terminate the Agreement in full or in part to expire immediately if:

- a) the Customer becomes insolvent or there are justified grounds to assume that the Customer may become insolvent; or
- b) the Customer's connection to the Service has been discontinued for at least one (1) month, in accordance with section 7.1.

14.5 Notwithstanding the terms concerning notice of termination stated in sections 14.1 and 14.3, if the Parties have agreed on a fixed term, a Party's notice of termination will not take effect before the end of the fixed term.

14.6 If it is apparent on the installation of the Service that it cannot be delivered, or will not function, on technical grounds, both Parties are entitled to terminate the Agreement with immediate effect. In such case, the Customer is not liable to pay any remuneration for the Service.

14.7 Notice of termination must be given in writing if so required by the Customer. Telia is entitled to require written termination if there is a justified reason to ensure that the notice of termination is given by the Customer.

15 Additional Terms and Conditions for specific Services

15.1 Prepaid Card for mobile telephony

15.1.1 With the Service Telia Prepaid Card [Swe. *Telia Kontantkort*], the Customer will charge its Prepaid Card by selecting a charging package, available at any time. Each charging package has a validity and a price shown in the price list. If the Customer does not make a new charge at the end of the validity period, the prices in the selected charging package will expire and the prices in "Basprislista Kontantkort" becomes applicable. Read more about current charging packages at www.telia.se/kontantkort.

15.1.2 The Customer may register its Prepaid Card by submitting its customer data to Telia. If the Customer wishes to move its telephone number to another operator, administrate its Prepaid Card on the website Mitt Telia or use the Prepaid Card within EU/EES (Roam Like At Home), the prepaid card must be registered. If Telia is required to register customer data in accordance with a public authority's decision or regulation, on request the Customer must provide such data to Telia.

15.1.3 The Agreement will expire with immediate effect without prior notice of termination if the Customer has not during the past 12 months either used the Prepaid Card to make a call at the ordinary rate, send an SMS, use the internet or if no value is added to the SIM card.

15.2 Broadband

15.2.1 For fibre-based Telia Broadband, the property to which the Service is to be delivered is required to be subject to a special agreement between Telia and the property owners or economic associations or owner of the external network, or a representative of such owners ("kommunikationsoperatör"), hereinafter referred to as connection agreement (the "Connection Agreement"). If the Connection Agreement expires, Telia will be entitled to terminate the Agreement in writing with one (1) month's notice, irrespective of whether a fixed term has been agreed.

15.2.2 For Services that include e-mail accounts the storage capacity is limited. The Customer is responsible for adhering to any limitations to the Service at any time. If the Customer exceeds the assigned storage capacity, Telia cannot guarantee the functioning of the Service. Telia is entitled to delete e-mail that exceeds the current storage capacity.

15.2.3 If the Customer does not use its e-mail account within twelve (12) months after Telia starts providing the Service to the Customer,

or if the Customer has activated an e-mail account but subsequently does not use it for a consecutive period of at least twelve (12) months, Telia is entitled to close the e-mail account.

15.2.4 Depending on the distance from the Customer's installation address to the nearest telestation, the transmission speed for the Service may sometimes be lower than for ordinary subscriptions. For the same reason, the Customer's Service may also be subject to limitations on upgrading to a higher bandwidth. The same applies if a certain bandwidth is shared with other customers, depending on how many customers use the Service at the same time. Telia does not warrant the transmission speed at wireless connection to broadband equipment

15.3 TV from Telia

15.3.1 The Service includes access to the TV channels and interactive services (such as play services, the movie store and pay-per-view) offered by Telia separately or in packages at any time. The TV channels, channel content and interactive services included in the Service may be changed during time as it is provided by the respective broadcasting companies. Telia is not responsible for the content of the channels and services offered. Section 14.2 is not applicable in such cases. The corresponding also apply where the Customer has an Agreement on a fixed term for the Service. Telia continuously provides information on current TV packages via the Service or on its website, see www.telia.se/tv.

15.3.2 For the Customer's use of the interactive service, Telia is entitled to charge a fee in addition to the subscription fee. Pricing is provided when the interactive service is ordered.

15.3.3 Telia is entitled, for copyright reasons or at the request of a broadcasting company or another rights holder, to limit the technical opportunities for the Customer to use the Service as regards copying or otherwise handling distributed material.

16 Notifications and information

16.1 Telia may provide information or other notifications to the Customer via the Service.

16.2 The Customer is responsible for ensuring that the postal address or e-mail address that the Customer has provided to Telia is current and valid. Notifications by e-mail to the e-mail address specified by the Customer and notifications provided via the Service shall be deemed to have been received by the Customer on the same day it is sent. Letters sent to the address provided by the Customer shall be deemed received within seven (7) days after it is mailed, unless it is considered likely that the notification arrived after this date.

16.3 At the "Mitt Telia" website that can be accessed from www.telia.se ("Mitt Telia") there is information available regarding, among other things, subscription, fixed term and services and the possibility to view invoices, make changes to Services and orders, change given consent etc. To access Mitt Telia, either login information or BankID is needed.

17 Disputes

17.1 Any disputes concerning the interpretation or application of the Agreement must be decided by a Swedish court, in accordance with Swedish law. The dispute may also be considered by the Swedish National Board for Consumer Disputes [Swe: *Allmänna reklamationsnämnden*] (P O Box 174, 101 23 Stockholm, www.arn.se), whose decision is a recommendation to the Parties for how the dispute should be resolved. The National Board for Consumer Disputes does not consider disputes that solely concern the basis for invoicing Services.

17.2 In case of any discrepancy between the provisions of the General Terms and Conditions in Swedish and this English version of the General Terms and Conditions, the Swedish version shall prevail. This English version is provided for informative purposes only.

18 Entry into force

18.1 These General Terms and Conditions apply as from May 25, 2018 and replace all previous General and Additional Terms and Conditions for services to consumers.