

for services to consumers

(applying as from January 1, 2016)

1 General

1.1 These General Terms and Conditions apply when TeliaSonera 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. 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 at any time. The General Terms and Conditions are supplemented with Telia's Additional Terms and Conditions for services to consumers.

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 in writing 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.

1.5 The Customer must state the postal address or e-mail address to which the Customer wishes Telia to send invoices and other notifications. The Customer is responsible for keeping this information updated in relation to Telia. If Telia has sent a notification to the stated address, the notification is considered to have been received by the Customer no later than seven (7) days after it was sent, unless it is considered to be probable that the notification will arrive after this date.

2 Telia's provision of the Service

2.1 Telia provides the Service via a connection to the public communications network that is owned by Telia or otherwise are at Telia's disposal ("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 entail any deterioration in the Service's performance in more than negligible extent, Telia must inform the Customer in a suitable way, and no later than one (1) month in advance. The same applies if the change in the Service entails a need for the Customer's own equipment to be adjusted. The Customer is liable for any costs of adaptation 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, other terms and conditions may also apply to the use of such network.

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

2.7 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.

2.8 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.

2.9 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.

2.10 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.

2.11 Telia will take the necessary action in the event of security deficiencies. The action that may be taken is stated in Telia's integrity policy, see www.telia.se/sakerhet.

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.

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 as from the time that Telia begins to provide 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 The amount to be paid by the Customer is stated on an 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.

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.

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 the remaining air time and prepaid fees. If the Customer has terminated the Agreement, air time or 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 air time or prepaid fees paid in by the Customer after notification of the amendment of the terms.

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 authorisation in accordance with section 2.7 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 the Service if the Customer so requests. 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.

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 Customer Data, etc.

12.1 "Customer Data" is information concerning the Customer such as name, address, e-mail address, personal identification number, or subscription number. "Traffic Data" is data that is processed in order to transfer an electronic message via an electronic communications network or in order to invoice this message, such as who has communicated with whom, times when communication started and ended, the total time that the communication has been going on, geographical location and the communication networks used.

12.2 Telia will assign the Customer a subscription number, IP address, 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 good time 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.

12.3 At Telia's request, the Customer must provide the data required by Telia in order to provide the Service. The Customer must notify Telia without delay of any changes in this data.

12.4 Telia processes Customer Data and Traffic Data in order to transfer electronic messages according to the Agreement, to fulfil statutory or other administrative provisions, for invoicing, for payment of charges for interconnection (Swe: *samtrafik*) and to ensure the operation of the Service, including register maintenance and risk management.

12.5 The Customer consents to Telia

- a) processing Customer Data and Traffic Data to market the goods and services of Telia or other companies, and
- b) disclosing the Customer's name, address and telephone number to other parties for directory inquiry purposes.

12.6 The Customer also consents to Telia

- a) processing Customer Data and Traffic Data (registration, storage, compilation, etc.) for customer analysis and statistics, to maintain the contractual limits in terms of capacity and speed, and to provide the Service under the Agreement, including for troubleshooting and complaint handling,
- b) obtaining information concerning the Customer from other personal data registers besides Telia's customer register for credit assessment purposes,

- c) processing IP-addresses and content in messages such as e-mail, sms and mms in order to prevent the dissemination of spam, virus or the equivalent by searching, blocking and removing of IP-addresses and messages that can be assumed to contain such material and to counteracting the presence of images of sexual abuse of children by in cooperation with police blocking websites where such material is present, and
- d) disclosing Customer Data and Traffic Data to cooperating partners, if necessary to provide the Service under the Agreement.

12.7 The Customer may revoke consent according to sections 12.5 and 12.6 at any time by written notice to Telia. In the case of a withdrawn consent referred to in section 12.6, Telia has the right but not the obligation to cease to provide the Service under the Agreement. Telia reserves, however, in such case, the right during the remaining term to charge fixed fees under the Agreement

12.8 Telia processes Customer Data and Traffic Data pursuant to sections 12.4 – 12.6 as long as the data is needed for the current purpose. Telia currently provides information on processing, disclosure and consent to processing of Customer Data and Traffic Data on its website, see www.telia.se/sakerhet.

13 Transfer of the Agreement

13.1 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.

13.2 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.

14. Amendments

14.1 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 three (3) months before their entry into force.

14.2 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.

14.3 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 15.2.

15 Termination

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

15.2 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.

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

15.4 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.

15.5 Notwithstanding the terms concerning notice of termination stated in sections 15.1 and 15.3, 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.

15.6 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.

15.7 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.

16 Disputes

16.1 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*], 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.

16.2 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.

17 Entry into force

17.1 These General Terms and Conditions apply as from January 1, 2016 and replace all previous General Terms and Conditions for services to consumers.