

Terms and Conditions for Telia HomeRun

as of October 1, 2002



1. Scope

1.1 These terms and conditions apply to the Agreement between Telia* and the Customer for the Service Telia HomeRun, unless otherwise agreed. The Service provides the Customer with access to the Internet via a wireless access connection, i.e. Radio LAN.

1.2 The Service is provided in accordance with the applicable Service Description. The Service Description is a description of the content and technical realisation of the Service.

1.3 The Service Agreement shall be in writing. The Customer gains access to the Service by logging in using the user name and password that the Customer obtains from Telia.

1.4 Telia reserves the right to carry out credit ratings of the Customer and shall have the right for this purpose to collect information from other registers than Telia's Customer register.

1.5 Telia reserves the right to demand that the Customer, within a specified period of time, lodges the security required for fulfilment of the Customer's undertakings, in accordance with the Agreement.

2. Contact information

2.1 The Customer shall provide the address to which the Customer will receive invoices and other communications from Telia. The Customer is considered as having received communications sent to this address within seven days of mailing.

2.2 If the Customer is a legal entity, the Customer shall indicate a contact person authorized to make binding decisions and to receive communications from Telia on behalf of the Customer regarding the Agreement. If a different contact person becomes authorized, this must be communicated to Telia in writing.

3. Technical solution

3.1 Telia reserves the right to make changes to the Service Description and the technical system solution for the Service. Changes shall be made with respect to the Customer's needs and efforts shall be made to limit any disruptions.

4. Using the Service

4.1 The Customer must have the necessary equipment in order to use the Service, such as a computer and WLAN card.

4.2 It is the Customer's responsibility to safeguard the user name and password obtained from Telia for access to the Service so that no unauthorized person gains access.

4.3 The Customer shall notify Telia immediately in the event that the user name and password are lost. The Customer is responsible for all use of the Service through the user name and password until the time that the Customer notifies Telia of the loss. However, the Customer's responsibility for payment of the flat fees for the Service remains.

4.4 The Customer has sole responsibility vis-à-vis Telia for the information transferred and for the goods/services offered via the Internet. The Customer shall ensure that, if needed, permission to distribute, receive and store information is in place.

4.5 The Customer does not have the right to resell Internet access to a third party.

5. Limitations to the use of the Service

5.1 The Service is intended for the use of one user per subscription. The Customer does not have the right to use the Service in a manner that allows several users to access the Internet using the same subscription.

5.2 The Customer does not have the right to use the Service in a manner that causes inconvenience for Telia or any other user. Such inconvenience may arise from abnormal use through a game server, FTP server or the like, or through heavy downloads of data. If the Customer uses the Service in a manner that breaches the terms in this item 5, Telia has the right to limit the transfer volume or terminate the Agreement with immediate effect in accordance with item 13.

5.3 The Customer shall indemnify Telia against any claims made by a third party against Telia due to the Customer's use of the Services as indicated in item 5.2.

5.4 The Customer shall disconnect any equipment that disrupts the Service immediately upon Telia's request.

6. Personal information

6.1 The Customer understands and agrees that Telia processes information about the Customer in order to provide the Service and manage this Agreement and for activities to which the Customer has consented.

6.2 The Customer understands and agrees that Telia and companies in the Telia Group process, compile or provide information about the Customer for informational or direct marketing purposes.

6.3 The Customer may at any time revoke the consent in item 6.2 by requesting such action from Telia's customer service.

7. Compensation and limited liability

7.1 The Customer has the right to compensation for direct damages caused by Telia through negligence. Direct damages are defined as the reasonable and verified additional costs incurred by the Customer. There is no limitation to liability in the event of intentional or gross negligence.

7.2 Telia is not responsible for the information that passes through the Service and is not liable for damages or losses in the event of delays, interruptions, failed or incorrect delivery of data or similar circumstances.

7.3 Telia is not responsible in the event that any authorized or unauthorized person gains access to, destroys or corrupts data or information through the computer resources of the Customer or another entity.

7.4 The Customer may be held liable for damages through negligence caused by the Customer, or a person for whom the Customer is responsible, as per item 4 or item 5 or otherwise through breach of this Agreement.

8. Grounds for release

8.1 Neither party is obligated to compensate for any loss or damage that the other party may suffer in the event that the damaging party has been hindered from fulfilling its commitments or that fulfillment has been rendered substantially more difficult, due to circumstances that the damaging party could not control nor foresee. Grounds for release include but are not limited to labour conflict (regardless of whether this includes Telia's personnel), war, rebellion or riot, mobilisation or unforeseen military call-up, requisition, seizure, currency restrictions, export or import restrictions, earthquake, fire, sabotage, flood or water damage, general goods shortage or shortage of transportation, legislation and governmental restrictions.

9. Price and terms of payment

9.1 The Customer is responsible for the use of the Service and shall pay fees for access to and use of the Service. Fees for the Service are in accordance with the applicable price list.

If the invoiced amount is less than SEK 100, no invoicing will take place and the amount will be included in the next invoice when the cumulative amount exceeds SEK 100.

9.2 The invoice shall be paid within 30 days from the date of the invoice, in accordance with the instructions on the invoice.

9.3 The invoice shall be paid in the currency and to the account indicated on the invoice. Payment is considered complete when it has been received by Telia.

9.4 If payment is not made using the payment coupon supplied by Telia, the invoice number must be indicated. If the invoice number is not indicated, the payment is considered complete when Telia has had sufficient time to clear the payment against the invoice. Sufficient time is generally within one month from the date that the money was received in the account.

9.5 If the payment is not made on the due date, interest on arrears is payable from the due date in accordance with § 6 of Räntelagen (Interest Act). The Customer is liable to pay compensation for written reminders and for collection fees according to law.

9.6 Telia reserves the right to make changes to the prices three months after the Customer receives notification thereof.

10. Assignment of the Agreement

10.1 Neither party has the right to assign the Agreement in its entirety or parts thereof without the written approval of the other party, with the exception that Telia has the right to assign the Agreement in its entirety or parts thereof to another company within the Telia Group.

11. Amendments

11.1 With the exception of the terms stated in item 3 and item 9, Telia has the right to make amendments to these terms and conditions at the earliest one month after Telia has notified the Customer of the amendment.

12. Term and termination

12.1 The Agreement is valid for the time that the parties have agreed upon as stated in the Agreement.

12.2 The Customer has the right to terminate the Agreement with one month's notice, unless otherwise agreed. If the Agreement has a specified commitment period, the Customer's termination takes effect at the end of the commitment period and the Customer is liable for payment of the flat fees until the termination takes effect.

12.3 Telia has the right to terminate the Agreement with six months' notice.

12.4 Termination shall be made in writing if requested by either party.

13. Prior termination

13.1 Each party has the right to terminate the Agreement with immediate effect if the other party in any essential aspect does not fulfil its commitments or enters bankruptcy, cancels payments, enters into liquidation or otherwise can be deemed to be insolvent.

13.2 Telia has the right to terminate the Agreement with one month's notice if the Service has been closed or could have been closed as per item 14.

13.3 If Telia raises the fees in accordance with item 9, the Customer has the right to terminate the Agreement with one month's notice at the time that the new price enters into effect.

13.4 The Customer also has the right to terminate the Agreement with two weeks' notice if Telia makes an amendment to the terms and conditions as per item 11 and such amendment is detrimental to the Customer.

13.5 The termination shall be made in writing if requested by either party.

14. Closing the Service

14.1 Telia has the right to close the Service if:

- The Customer does not make payment despite reminder as per item 9.
- The Customer uses or can be assumed to use the Service in a manner that damages or is to the disadvantage of Telia or a third party, e.g. using the Service in a manner not in compliance with the law or governmental instructions or not in compliance with these terms and conditions.

14.2 The Customer shall pay the flat fees during the time that the connection to the Service is closed until the end of the term of the Agreement.

15. Dispute resolution

15.1 All disputes arising out of or in connection with this Agreement shall be settled by Swedish court of law in accordance with Swedish law.

16. Other

16.1 Questions regarding this Agreement and the Service are answered by Telia's customer service.

17. Effective date

17.1 These terms and conditions are applicable from October 1, 2002.

* Telia refers to TeliaSonera Sverige AB.