



Special terms and conditions

Bredband Företag (Broadband for companies)

Valid from 2018-05-15

1. General

1.1 These Special Terms and Conditions shall apply between Telenor Sverige AB, corporate registration number 556421-0309, (hereinafter "Telenor") and a corporate customer (hereinafter the "Customer") regarding Telenor's provision of fixed broadband and/or broadband telephony (hereinafter the "Service") in accordance with the agreement between Telenor and the Customer (hereinafter the "Corporate Agreement"). In addition to these Special Terms and Conditions, the Corporate Agreement between Telenor and the Customer also consists of the contractual document signed by the Customer when entering into the Company Agreement, Telenor's General Terms and Conditions for services to companies, the Order Terms and Conditions, the Service Terms and Conditions and the Price List.

1.2 The definitions of words and terms used in the General Terms and Conditions shall also apply to these Special Terms and Conditions.

2. The Services

2.1 The Service consists of Telenor's provision of connection to the Internet via fixed broadband and/or connection to a public fixed telecommunications network via a fixed access point through IP telephony and associated services. The more detailed scope and content of the Service is set out in the Service Terms and Conditions or the Order Terms and Conditions. The technical solution of the Service may vary, primarily depending on the location of the premises where the Customer will be using the Service (hereinafter the "Premises").

2.2 Connection to and use of the Service is made either via the physical network connecting the network access point where the Customer will be using the Service to a public fixed telecommunications network (hereinafter the "Access Network") or via a residential network installed in the property where the Customer will use the Service (hereinafter the Residential Network). At Telenor's request, the Customer shall, when needed, represent Telenor in contacts with owners of Residential Networks and Access Networks in matters concerning the networks and connection of the Service.

2.3 The speed at which the Customer can connect to Internet through use of the Service (hereinafter the "Transmission Speed") is described in the Order Terms and Conditions. The specified Transmission Speed is only approximate. The actual Transmission Speed may vary depending on the distance between the Customer's access point and Telenor's connected equipment (to the nearest telestation or equivalent), the quality of the cable up to Telenor's connected equipment and on whether wireless or wired access is involved.

2.4 Telenor cannot influence and is thus not liable for limits in the Transmission Speed pertaining to networks not owned or controlled by Telenor.

2.5 The Customer is aware that the Internet may be abused by third parties, and that there may be disruptions in Internet traffic beyond Telenor's control.

2.6 Telenor will assign the Customer a number unless the Customer has an existing number it wishes to port to Telenor.

2.7 The Customer may use the Service (broadband telephony) for emergency calls and for positioning within Sweden, provided the Customer has functioning equipment. However, the ability to make emergency calls or locate position may be limited or prevented due to circumstances beyond Telenor's control.

3. Special prerequisites for the Services

3.1 Provision of Services requires that the installation and connection to the Residential Network or the Access Network is completed, that the Residential Network or the Access Network has the quality needed for the provision of the Service and that Telenor is entitled - either in accordance with agreement with the owner of the Residential Network or the Access Network or in any other way - to use the Residential Network or the Access Network (e.g. for the purpose of installing and maintaining the necessary technical equipment in the telestation) to the extent required for the provision of the Service.

3.2 For certain Services, Telenor's ability to provide the Service depends on the Access Network's physical and technical capacity. For example, an overly long distance between the public fixed telecommunication network and the point where the Customer connects to the Access Network will result in restriction of the Service's data transmission speed to such an extent that Telenor is unable to provide such Service.

4. Delivery of Services

4.1 The Service will be connected at a time notified by Telenor. The time of the connection depends on a number of factors, such as Telenor's agreements with third parties (such as owners of Residential Networks or Access Networks) and other circumstances beyond Telenor's control. The time between the conclusion of the Corporate Agreement and the connection of the Service will not normally exceed ninety (90) days from the day the Corporate Agreement was concluded. When the Customer requests number porting from another operator to Telenor, Telenor shall provide the Service no later than one (1) working day after the number has been ported to Telenor. However, the Customer is aware that such porting cannot always be performed and that the Corporate Agreement is binding upon the Customer irrespective of whether porting can be performed or not.

4.2 If Bredbandsbolaget's delivery of the Service is delayed more than thirty (30) days in relation to the date notified by Bredbandsbolaget or agreed between the parties, and the delay is not attributable to the Customer, the Customer shall be entitled to give a ten (10) day written notice of termination of the Corporate Agreement regarding the affected Service, if Bredbandsbolaget has not delivered the Service before then. Neither party shall thereafter have any further obligations towards the other party in relation to the Service. The Customer is not entitled to any other remedy due to Bredbandsbolaget's delay than termination as set out in this section.

5. Equipment

5.1 Telenor's provision of the Service requires the Customer to have the required equipment installed on the Premises. The Customer's equipment is subject to technical requirements for the provision of the Service, these are described on Telenor's website or on relevant product sheets. Equipment needed for access to the Service will be provided by Telenor and shall be installed by the Customer, unless otherwise agreed between Telenor and the Customer.

5.2 All equipment provided by Telenor shall upon request be returned to Telenor within fourteen (14) days of the expiration of the Corporate Agreement in accordance with Telenor's instructions. If the equipment is not returned within this time, Telenor shall be entitled to debit a fee equivalent to Telenor's costs for the equipment. The Customer acquires the equipment upon payment of such fee to Telenor and the Customer shall therefore no longer be obliged to return the equipment to Telenor.

5.3 To the extent such access is required for Telenor's provision of the Service, the Customer shall provide Telenor access to the Premises where the equipment is installed. The Customer and Telenor shall agree on a time for access.

5.4 Depending on the technical solution, Telenor's or third parties' equipment (usually a switch, optical distribution frame (ODF) or fibre converter) will be placed either in the Premises or elsewhere in the building where the Premises are located (hereinafter the "Building"). Irrespective of the location of the equipment, the Customer is responsible for ensuring that the space complies with the requirements stipulated by Telenor and for ensuring that permission has been obtained from the owner of the Building for the placement, maintenance and repair of such equipment. The Customer is also responsible for the cost of electrical power to such equipment.

5.5 When the Service is provided via the Residential Network, the Customer shall be responsible for ensuring that there is such network in the Building between the Premises and Telenor's connection and, where applicable, for defraying the cost of such network. The Customer shall also be responsible for ensuring that the Residential Network complies with Telenor's specification.

5.6 To enable Telenor's provision of the Service during the term of the Agreement, the Customer is responsible for ensuring that necessary permits has been obtained from the owner of the Building. This includes, inter alia, the right to utilise space that meets Telenor's specification for the placement and maintenance of equipment connected to the Residential Network and the right to utilise land on the property where the Building is located for the placement of city network/area network.

5.7 The Customer shall pay any compensation claimed by the owner of the Building or the owner of the property for permits specified in the present section (section 5). If Telenor's provision, maintenance or troubleshooting of the Service is delayed or prevented by the Customer's negligence to obtain necessary permits, the Customer shall not be released from its obligation to pay stipulated fees to Telenor.

5.8 The Customer is responsible for providing Telenor with necessary information, such as current domain names, to enable Telenor to forward and reconnect information through the network to enable a DNS connection.

6. Use of the Services

6.1 The Customer will receive Customer specific information, such as a login code (hereinafter the "Customer Information"). Customer Information shall be stored in a safe manner and may not be used by or disclosed to any unauthorised person. Should the Customer suspect that Customer Information has been disclosed to unauthorised persons, the Customer shall immediately inform Telenor. The Customer is liable for any use of the Service until the Customer has informed Telenor.

6.2 The Customer is responsible for ensuring that installation of software provided by Telenor is performed in accordance with Telenor's instructions. Telenor is not responsible for compatibility between the Service (including software provided) and computer programs on the Customer's computer or the Customer's hardware applications.

6.3 The Customer is aware that changes to the Services may require the Customer to update information registered by the Customer upon installation of the Service in accordance with information from Telenor, and that the Service may cease to function if such updates are not performed.

6.4 Customers who, pursuant to the Corporate Agreement, have access to certain space for own websites are solely responsible for the uploading of websites, and Telenor provides no information or support regarding the formation of the Customer's websites.

7. Liability for information, etc.

7.1 Telenor is not liable for any loss of data, e.g. e-mails or information on the Customer's website. Nor is Telenor liable for backing up or security backing up the Customer's website or other material belonging to the Customer.

7.2 Telenor shall be entitled to immediately delete and/or close websites which do not comply with Swedish law, good advertising practice requirements or if the content is deemed to be offensive or otherwise unsuitable.

7.3 The Customer may connect computer resources, such as a server to Residential Networks/Access Networks. Irrespective of the aforesaid, Telenor reserves the right to block the Service if Telenor or others are injured or inconvenienced by the Customer's connection or use of computer resources connected in accordance with the above (see the General Terms and Conditions).

7.4 Certain Services have a limited traffic quota per calendar month, as set out in the Service Terms and Conditions or the Order Terms and Conditions. The Customer shall not be entitled to transfer unused traffic quotas to the next calendar month. If the traffic quota is exceeded, Telenor shall be entitled to limit the Customer's access to the Service, whereupon the actual Transmission Speed will fall below the stipulated Transmission Speed for the remaining part of the calendar month. If the Customer so wishes, the Customer may instead purchase extra capacity in accordance with the terms for extra capacity applicable from time to time. These terms may be obtained from Telenor's Customer Service or via Telenor's website.

8. Payment and compensation

8.1 Telenor shall be entitled to invoice fixed fees for the Services fifteen (15) days as from the day the Service became available for activation by the Customer, irrespective of whether the Customer has activated the Service or not, provided that the reason for the Customer's failure to activate the Service is not attributable to Telenor.

8.2 Telenor shall be entitled to apply a monthly credit limit for all variable fees for the Customer (hereinafter the "Credit Limit"). Unless otherwise agreed, the Credit Limit is SEK 3 000 per month. Telenor shall be entitled to invoice the Customer separately for any amounts exceeding the Credit Limit. The Customer shall pay such invoice within a reasonable period of time from the invoice date. Unless there are special reasons, 10 days is regarded as a reasonable period of time in this section. During the Term of the Agreement, Telenor shall be entitled to modify the Credit Limit if Telenor finds it motivated after a credit rating of the Customer. During the Term of the Agreement, Telenor shall be entitled, giving at least thirty (30) days' notice, to reduce the Customer's Credit Limit. Telenor shall inform the Customer of the change in accordance with the General Terms and Conditions. The Customer shall be entitled to terminate the Corporate Agreement if Telenor reduces the Credit Limit during the Term of the Agreement with effect from the day the reduction enters into force. If the Customer uses the Service after a reduction has been implemented, this will be regarded as an acceptance of the reduction.

8.3 If the Service is to be provided via Access Network, Telenor reserves the right to debit the Customer a higher fee if the Customer does not have a landline telephony subscription (irrespective of which telephony provider the Customer uses) than if the Customer has a landline telephony subscription. The currently applicable prices can be obtained from Telenor's website or Telenor's Customer Service.

9. Faults or interruptions to the Service

Telenor is not liable for faults and interruptions in the Residential Network or the Access Network.

10. The term of the agreement and termination

Unless otherwise agreed, the Corporate Agreement shall apply from the time it is signed by both parties and until further notice, with three (3) month's notice.

11. Relocation

11.1 Provided that it is technically and practically possible for Telenor to accommodate such request, Customers relocating from their Premises to another address which is connected or can be connected to the Residential Network/Access Network are entitled to have the Service delivered to the new premises, alternatively, change to another Service which Telenor is able to deliver to the new premises. In the event of such relocation or change of Service, Telenor is entitled to charge the Customer an administration fee in accordance with Telenor's currently applicable price list and, where applicable, for new installation, connection and start-up fees. The price of the Service may also be revised due to the relocation. The Customer shall as soon as possible, and no later than thirty (30) days prior to such relocation, inform Telenor and submit the necessary information to enable Telenor to administrate the relocation of the Service. If Telenor cannot provide the Service to the new premises, the Corporate Agreement shall apply on unchanged conditions, whereupon the Customer is bound by the Corporate Agreement's original terms and conditions including, without limitation, the stipulated binding period.

11.2 If the Service is Internet access with S-DNS (real estate service, see the Service Terms and Conditions or the Order Terms and Conditions), it is required upon change of a computer connected to the Service that the Customer contacts Telenor to obtain information about how DNS names are obtained for the equipment in question.