

## Allmänna villkor

### 1 Introduction

- 1.1 Bahnhof AB ("Bahnhof") with Swedish company registration no. 556519-9493 provides internet services ("Service") and equipment ("Equipment") to consumers ("Customer") under these general and special terms and conditions, which form part of the agreement ("Agreement") between Bahnhof and the Customer.
- 1.2 For information on how we handle your personal data, please refer to our privacy policy available at [bahnhof.se](https://bahnhof.se)
- 1.3 The detailed content of the Service is set out in the descriptions on [bahnhof.se](https://bahnhof.se) in force at the time
- 1.4 The General Terms and Conditions also apply to additional services agreed between the Customer and Bahnhof after the Agreement has been concluded. Such additional services shall be deemed to be included in the Service.
- 1.5 The special conditions apply in addition to the general conditions for certain Services and for the purchase of Equipment.
- 1.6 Only private individuals can be the payee for private services.

### 2 Agreement

- 2.1 In order to enter into the Agreement with Bahnhof, the Customer must be of legal age or have the consent of a guardian.
- 2.2 The Agreement between the Customer and Bahnhof includes:
  - Bahnhof's confirmation of the Customer's order
  - These general and special conditions
- 2.3 In the event of contradictions between these documents, they apply in the order indicated above.
- 2.4 The Agreement is entered into when the Customer has placed an order and Bahnhof has confirmed the Customer's order via e-mail, [bahnhof.se](https://bahnhof.se), telephone, letter or web portal provided by a relevant open network, city network or communications operator.

### 3 Information on the right of withdrawal

- 3.1 The conditions under this section 3 apply if the Customer has entered an agreement for a service or purchase of a product from Bahnhof at a distance, for example by telephone or on [bahnhof.se](https://bahnhof.se).
- 3.2 According to the Swedish Law (2005:59) on Distance Contracts and Contracts Away from Business Premises, the Customer has the right to withdraw from the Agreement under the below detailed conditions.
- 3.3 If the Agreement is for a service, the Customer has the right to withdraw from the Agreement within up to fourteen (14) days after the Agreement was entered into. If the Agreement is for the purchase of a good, the Customer has the right to withdraw from the Agreement within fourteen (14) days after the Customer has received the good.
- 3.4 The Customer must notify Bahnhof's customer service of the withdrawal. The Customer can use Bahnhof's withdrawal form on [bahnhof.se](https://bahnhof.se) or the Swedish Consumer Agency's form on [Konsumentverket.se](https://konsumentverket.se). Bahnhof shall confirm the reception of the withdrawal request via message to the Customer via [Bahnhof.se](https://bahnhof.se), e-mail or SMS.
- 3.5 If the Customer wishes to withdraw from the purchase of a product and the Customer has had time to take possession of the product, the Customer must return it to Bahnhof no later than fourteen (14) days after the requested. The Customer shall pay the shipping costs for the return. The goods must be returned in their original packaging. Bahnhof shall confirm receipt of the goods via message to the Customer on [Bahnhof.se](https://bahnhof.se), e-mail or SMS.

- 3.6 If the Customer has paid for the goods before the withdrawal, Bahnhof shall refund the amount paid for the goods by the Customer. Such payment is to be made at the earliest either when Bahnhof has received the returned goods or when Bahnhof has received proof of return of the goods. Bahnhof will refund to the bank account provided to Bahnhof by the Customer. Direct debit may be refunded automatically.
- 3.7 If the Customer has had time to unpack and use the goods before the withdrawal, or if the condition of the returned goods differs from the original, Bahnhof is entitled to charge the Customer for the depreciation in value of the goods. The general rule is that the goods must be in new condition.
- 3.8 If the Customer cancels an agreement for a service and has paid for the service, Bahnhof shall refund the Customer's payment within fourteen (14) days of receipt of the cancellation request by Bahnhof. Bahnhof will refund to the bank account provided to Bahnhof by the Customer.
- 3.9 If the Customer, when ordering the service, requests to use the service during the withdrawal period and uses the service before the request for withdrawal, Bahnhof is entitled to charge the Customer a fee for the time the Customer has used the service that is proportionate to the regular price (without promotions or discounts) for the agreed service including any start-up fee.

### 4 Credit check

- 4.1 Bahnhof is entitled to carry out a credit check on the Customer after the order has been placed.
- 4.2 Bahnhof is entitled to carry out a new credit check during the term of the Agreement if there are reasons to do so.
- 4.3 In the event of poor creditworthiness, Bahnhof is entitled to demand acceptable security or advance payment from the Customer.
- 4.4 In the event of insufficient creditworthiness, Bahnhof is entitled to refuse all or part of the Agreement, as described in section 13.1.

### 5 Payment

- 5.1 Current information on fees, prices and Customer invoices is available on [bahnhof.se](https://bahnhof.se).
- 5.2 Fees for the Service may consist of variable and/or fixed fees, one-time fees, billing fees and start-up fees.
- 5.3 The Customer shall pay fixed and variable fees according to the contractual terms and conditions for the respective Service, for hardware as well as for fees according to the price list valid at the time. For the current price list please contact Bahnhof's customer service.
- 5.4 Unless otherwise agreed, fixed fees shall be paid for one (1) or three (3) months in advance.
- 5.5 If the Customer has chosen to receive an e-mail invoice and the e-mail address provided by the Customer is incorrect, or if the invoice otherwise does not reach the Customer's e-mail address, Bahnhof has the right to send a paper invoice for a fee.
- 5.6 The Customer is obliged to pay the invoiced amount within the time and in the manner indicated on the Customer's invoice or on [bahnhof.se](https://bahnhof.se).
- 5.7 If payment is not received by Bahnhof, or the party indicated by Bahnhof as the payee, by the due date on the invoice, Bahnhof is entitled to interest on arrears in accordance with the Interest Act and to a reminder and collection fee in accordance with the law.

### 6 Notices to the Customer

- 6.1 E-mails sent to the e-mail address provided by the Customer shall be deemed to have reached the Customer on the day they were sent.

- 6.2 Letters sent to the Customer's last postal address shall be deemed to have reached the Customer three (3) working days after they were sent.
- 6.3 SMS sent to the telephone number provided by the Customer to Bahnhof shall be deemed to have reached the Customer on the day it was sent.
- 6.4 Social media messages shall be deemed to have reached the receiving party on the day it was sent.
- 7 Customer service and maintenance**
- 7.1 Bahnhof is not obliged to remedy faults or provide support in matters relating to computer equipment, network cards, routers, telephones, operating systems, or software not provided by Bahnhof.
- 7.2 Information on the opening hours and contact details of Bahnhof's customer service can be found on [bahnhof.se](https://bahnhof.se).
- 7.3 Bahnhof has the right to carry out updates, maintenance and changes to equipment provided or instructed by Bahnhof and required for connection to, or use of, the Service via the Internet. The Customer shall make such equipment available to Bahnhof for this purpose.
- 8 The Customer's commitments and obligations**
- 8.1 The Service is intended for normal private use and normal use by the Customer and persons in the Customer's household. The Customer may not use or license Services for the purpose of reselling the Service or otherwise for commercial purposes.
- 8.2 To use the Service, the Customer must have made settings and have access to equipment such as connections and hardware that meet Bahnhof's requirements and instructions.
- 8.3 The Customer is responsible for the use of the Service even if the Service is used by others who have gained access to the Service through the Customer.
- 8.4 The Customer shall store passwords and other codes belonging to the Service in a secure manner so that unauthorized persons cannot gain access to them.
- 8.5 If the Customer has reason to suspect that an unauthorized person has gained access to the Customer's codes or that someone has otherwise gained unauthorized access to the Service, this must be reported immediately to Bahnhof Customer Service.
- 8.6 The Customer is also liable for unauthorized use of the Service if the Customer has failed to fulfil his/her obligations as described above or if the Customer has intentionally or negligently given unauthorized access to the Service.
- 9 Notification of defects and complaints**
- 9.1 If a fault or interruption occurs in the Service, the Customer is to report this to Bahnhof.
- 9.2 Bahnhof is not liable for errors or interruptions in the Service caused by the Customer or any other circumstances not attributable to Bahnhof.
- 9.3 Furthermore, Bahnhof is not liable for errors or interruptions during a) the time that Bahnhof carries out planned and necessary maintenance of the Service of which Bahnhof has given timely notice or, b) the time when the Service has been suspended pursuant to section 13.
- 9.4 Bahnhof shall remedy any failure or interruption for which Bahnhof is responsible within a reasonable time from the Customer's notification of the failure.
- 9.5 If, following notification of the fault by the Customer, Bahnhof remedies a fault attributable to the Customer, or to any condition for which the Customer is responsible, Bahnhof shall be entitled to compensation for fault-finding work, other work, and other costs.
- 9.6 For Bahnhof to remedy errors and interruptions in the Service, the Customer is obliged to cooperate via e-mail, telephone, or other appropriate means, in troubleshooting and remedying the error or interruption. Bahnhof shall determine the appropriate means depending on the circumstances of the individual case.
- 9.7 If the Customer does not cooperate in the troubleshooting within a reasonable period and as indicated by Bahnhof, the Customer may lose the right to a price reduction. Reasonable time shall be deemed to be five (5) days.
- 9.8 The Customer is entitled to a price reduction if the Service could not be used due to a fault in the Service caused by Bahnhof or Bahnhof's partner, which was complained about in time, and for which the Customer cooperated in troubleshooting as instructed by Bahnhof.
- 9.9 A valid complaint must be made within a reasonable time after the defect was discovered or should have been discovered, normally within three (3) months.
- 9.10 Price deductions are limited to the portion of the fixed fee for the Service that accrues during the time from the Service being unusable counting from the Customer's fault report.
- 9.11 The Customer may request a price reduction within six (6) months after the fault has been rectified.
- 9.12 Price reductions are normally settled by crediting the next invoice.
- 9.13 Price reductions of less than three (3) EUR will not be paid.
- 9.14 Price reductions are limited to the sum of the Customer's fixed charges for the affected Service during the last thirty (30) days prior to the Customer's fault report.
- 9.15 If several Services are affected by the same fault, a price deduction will only be made for one (1) Service.
- 10 Limitation of responsibilities**
- 10.1 The customer is only entitled to compensation for direct damage caused by Bahnhof's negligence.
- 10.2 The customer is not entitled to compensation for indirect damages, e.g. loss of profit, additional costs or other consequential damages.
- 10.3 Bahnhof does not control or evaluate the content of the information sent and/or received by the Customer. Bahnhof is therefore not liable for any error or damage resulting from the content of the information transmitted via the Services.
- 10.4 To the extent not otherwise provided for in the terms and conditions of any specific supplementary service provided by Bahnhof to the Customer, Bahnhof shall also not be liable for any damage caused by malware such as computer viruses or similar, other unauthorized intrusion, delay, corruption, or loss of data arising from the use of the Service.
- 10.5 Bahnhof shall not be liable for any damages to third parties.
- 10.6 The above limitations of Bahnhof's liability do not apply if Bahnhof has caused the damage intentionally or through gross negligence or if Bahnhof is liable under law.
- 11 Contractual period, commitment period and notice period**
- 11.1 Unless otherwise stated in these terms and conditions or in the Agreement, the Agreement shall run from the date on which the Agreement is concluded until further notice, subject to one (1) month's notice.
- 11.2 If the parties have agreed on a specific term, the following applies. If the Customer wishes to terminate the Agreement with effect from the end of the commitment period, notice of termination must be given at least one month before the end of the commitment period. Otherwise, the Agreement will automatically be extended until further notice with one month's notice.

11.3 If the Customer terminates the Agreement during the current commitment period, the Customer is obliged to pay fixed charges for the remaining commitment period.

### 12 Termination at the Customer's request

12.1 If termination requested by the Customer, the Customer is advised to contact Bahnhof's customer service in accordance with the contact details available on [bahnhof.se](https://bahnhof.se).

12.2 If Bahnhof has reason to verify the accuracy of the termination, Bahnhof may request written confirmation from the Customer.

12.3 Termination by the Customer must be confirmed in writing by Bahnhof, stating the date of termination of the Agreement.

12.4 If a change in these terms and conditions or in fees is detrimental to the Customer, the Customer has the right to terminate the Agreement effective from the date the change comes into effect, provided that the notice of termination is given no later than three (3) months after the notice of change is given. If the Customer does not terminate the Agreement, the Customer shall be deemed to have accepted the notified changes.

12.5 In the event of death, Bahnhof or the representative of the Customer's estate may terminate the Agreement upon presentation of a certified copy of the death certificate, with effect from the end of the calendar month in which Bahnhof becomes aware of the death. Otherwise, the Agreement shall become null and void vis-à-vis the estate.

### 13 Termination and suspension

13.1 If Bahnhof, after a credit check or otherwise, has justifiable reason to doubt the Customer's ability to pay, Bahnhof has the right to terminate the Agreement with immediate effect.

13.2 If Bahnhof's right or ability to distribute the Service to the property where the Service is used ceases because of the termination of Bahnhof's agreement for connection to the property, Bahnhof is entitled to terminate the Agreement with one (1) months' notice. If a fixed term agreement has been concluded, the Agreement will cease to apply upon expiry of the fixed term.

13.3 If Bahnhof reasonably suspects that the Customer is not using the Service for normal private use or is otherwise using the Service in violation of the Agreement, Bahnhof shall be entitled to immediately suspend the Service. Examples of non-normal private use are various types of interconnections, causing damage or disruption to Bahnhof, Bahnhof's systems or others through, for example, spamming, spreading of computer viruses or other malicious computer code.

13.4 Unless there are special reasons, the Customer shall normally be warned before the suspension takes place and given the opportunity to take immediate corrective action.

13.5 Bahnhof may also suspend the Service if (a) such obligation arises by law, (b) the Customer, despite a reminder, fails to pay an invoice relating to the Service within the specified period, or (c) the Customer so requests.

13.6 The Customer is obliged to pay a fixed fee for the Service even during the time the Service is suspended.

13.7 If the Service is reactivated after suspension, Bahnhof is entitled to charge the Customer an administrative fee.

13.8 If Bahnhof finds that the Customer uses the Service in violation of the Agreement or otherwise misuses the Service in such a way that damage, or an obvious risk of damage, is caused to Bahnhof or third parties, Bahnhof is entitled to terminate the Agreement with immediate effect. Prior to termination, the Customer shall be given the opportunity to take immediate corrective action if possible.

13.9 Bahnhof is always entitled to terminate the Agreement with immediate effect if the Service is suspended based on these terms and conditions and the Customer has not taken remedial action within an acceptable period. If Bahnhof terminates the Agreement pursuant to this section, the Customer shall also be obliged to compensate Bahnhof for any damage suffered because of the Customer's breach of the Agreement.

13.10 Bahnhof is also entitled to terminate the Agreement with immediate effect if the Customer is in substantial arrears with payment or is guilty of repeated payment delays that are not minor. Material default shall be deemed to exist if, despite suspension of the Service due to late payment, the Customer fails to pay the invoice due within fifteen (15) days of the commencement of the suspension.

### 14 Transfer of the Agreement to another party

14.1 The Customer may not transfer the Agreement to another party without the consent of Bahnhof. Transfer requests must be made in the manner indicated by Bahnhof's customer service. In the event of transfer, Bahnhof reserves the right to charge an administrative fee.

14.2 Bahnhof is entitled to transfer or assign its rights under the Agreement to another party without the Customer's consent in connection with the acquisition of the business providing the Service.

### 15 Change of address or move

15.1 The customer is responsible for ensuring that the contact information provided to Bahnhof is correct. The Customer shall notify Bahnhof of any change of visiting address, postal address, billing address, e-mail address, other contact details and details relating to the provision of the Service well in advance of the change.

15.2 The Customer is responsible for the use of the Service at the address to which the Service is delivered according to the information provided by the Customer to Bahnhof.

15.3 The Customer is obliged to fulfil the Agreement even if the Customer moves to a new address.

15.4 If the Customer wishes the delivery of the Service to be moved to the Customer's new address, the Customer must notify Bahnhof of this at least thirty (30) days in advance. Thereafter, Bahnhof will notify the Customer whether the Service can be delivered to the Customer's new address. Bahnhof accepts no responsibility for any interruption in the delivery of the Service in connection with the change of delivery address due to the fact that Bahnhof has received the necessary information from the Customer too late.

15.5 Bahnhof reserves the right to charge a special relocation fee.

15.6 If the Customer has a remaining commitment period on the Agreement and moves to another address, Bahnhof is entitled to charge a final fee corresponding to the remaining charges during the commitment period.

### 16 Modification of the Service, fee or terms

16.1 These terms and conditions are valid until further notice. Notice of any change in terms must be given at least thirty (30) days in advance by notice on [bahnhof.se](https://bahnhof.se), letter or email to affected customers. In the event of a change in terms and conditions within three months, the customer has the right to terminate the Agreement at no additional cost.

16.2 Section 16.1 does not apply for changes that are solely for the benefit of the customer, purely administrative or made to comply with Union or national law.

16.3 Any increase in the Customer's fee shall be notified to the Customer by e-mail or letter at least thirty (30) days before the increase takes effect.

16.4 Changes in fees must be announced at least 30 days in advance. However, Bahnhof has the right to increase the fee with immediate effect if the increase is directly attributable to a change in the exchange rate, tax or similar government levy, indexed cost increase, inflation, change in the fee from a subcontractor (e.g. for electricity), as well as any other similar circumstance beyond Bahnhof's control that affects Bahnhof's cost for the Service.

16.5 Bahnhof has the right to make changes to the Service without notifying the Customer that do not significantly affect the functioning of the Service or are solely for the benefit of the Customer.

### 17 Force majeure

17.1 The Party shall be exempt from liability, damages and other sanctions if the performance of a particular obligation is prevented or substantially impeded by a circumstance beyond the reasonable control or foreseeable control of the Party. Exempting circumstances include, but are not limited to, lightning strikes, labor disputes, fires, pandemics, zombie apocalypses, changes in government regulations, government intervention, and failure or delay in services by subcontractors due to circumstances of the same nature.

### 18 Applicable law and dispute

18.1 Swedish law applies to the Agreement.

18.2 In the event of a dispute between Bahnhof and the Customer, the parties shall in the first instance attempt to reach agreement. If the parties cannot reach an agreement, the dispute may be heard by the Swedish General Complaints Board (Allmänna Reklamnationsnämnden, ARN) or by a Swedish general court.

### Särskilda villkor

#### 1 Broadband

- 1.1 The speed at which the Customer is connected to the Internet is set out in the agreed subscription. The specified speed is approximate and may vary in practice.
- 1.2 Bahnhof is entitled to block the Customer's e-mail account for incoming mail if there is no available storage space. The storage space is stated in the Bahnhof contract confirmation.
- 1.3 Bahnhof has the right to deactivate the Customer's e-mail account after termination of the Agreement, or if the Customer has not used his/her account for twelve (12) consecutive months.
- 1.4 The Customer is responsible for the content of the personal website and Bahnhof does not provide any information or support in the design of the personal website.
- 1.5 Bahnhof is not responsible for any loss or corruption of information or data, such as emails, images, computer information, information on the personal website or information uploaded by the Customer. Bahnhof is not responsible for backup of e-mails, images, or other material belonging to the Customer.

#### 2 IP telephony

- 2.1 Bahnhof has the right to set credit limits for the Customer. Information on credit limits is provided in connection with the new subscription.
- 2.2 Bahnhof is entitled to reduce or increase the credit limit for the Customer with at least thirty (30) days' notice by e-mail or on bahnhof.se.
- 2.3 If Bahnhof reduces the credit limit during the agreement period, the Customer has the right to terminate the Agreement in accordance with section 12.4. If the Customer uses Telephony after such reduction has taken effect, this shall be deemed to constitute acceptance of the lowering.

2.4 If the Customer exceeds the credit limit, Bahnhof is entitled to block the service for all calls except emergency calls.

2.5 Bahnhof has the right to terminate the Service if the Customer has not used the service for twelve (12) consecutive months.

2.6 Before porting (transfer the Customer's telephone number from another operator) can be carried out, Bahnhof needs to ensure that it is possible. Subject to any withdrawal period, Bahnhof will commence the transfer as soon as possible. Bahnhof cannot guarantee that porting can be carried out.

### 3 TV

3.1 The service includes the channel packages that Bahnhof offers at any given time.

3.2 Included TV channels are provided by the respective producer or distributor and are mediated by Bahnhof.

3.3 Bahnhof reserves the right to change included TV channels in the agreed TV service. Such a change shall not be deemed to constitute a material change.

### 4 Purchase of equipment

4.1 The equipment is delivered by parcel post to the address indicated by the Customer in the order, or to the nearest collection point. Bahnhof reserves the right to charge a shipping fee, which is then indicated on Bahnhof.se. If the Equipment is not collected within the time limit specified by the carrier, Bahnhof is entitled to charge a return fee.

4.2 The Equipment will normally be delivered within two (2) to five (5) working days unless otherwise stated on Bahnhof.se.

4.3 Bahnhof provides a twelve (12) month warranty on Equipment unless otherwise stated on Bahnhof.se. The warranty means that Bahnhof will replace or repair Equipment that is defective and does not apply to defects caused by tampering, neglect or misuse.

4.4 To invoke the warranty the Customer is to contact Bahnhof Customer Service by telephone or e-mail.

4.5 Bahnhof bears the cost of returning the Equipment provided that the warranty is valid and provided that the Customer has followed Bahnhof's instructions for return.

4.6 Bahnhof has the right to examine returned Equipment for fourteen (14) days and has no obligation to provide replacement Equipment during this period.