



## **Bahnhof AB General Terms and Conditions** **Valid as of March 7, 2014 until further notice**

### **1. General provisions**

These general terms and conditions serve as an appendix to a written agreement, hereinafter referred to as "the Agreement", between the Customer and Bahnhof. The terms and conditions contain general provisions concerning the service or the services, hereinafter referred to as "the Service", which Bahnhof provides in accordance with the Agreement. Special provisions, hereinafter referred to as "Special Terms and Conditions", may also apply to the Service. These Special Terms and Conditions are governed in an appendix to the Agreement. Special Terms and Conditions take precedence over these general terms and conditions with respect to the interpretation and application of the Agreement. These general terms and conditions are also applicable to additional services that the Customer and Bahnhof agree on after the Agreement has been entered into. Such additional services shall be deemed part of the Service.

### **2. Equipment**

**2.1 Definitions.** The Customer's Equipment is defined as computers and other equipment owned, rented or leased by the Customer. Bahnhof's Equipment is defined as computers and other equipment owned, rented or leased by Bahnhof.

**2.2 The Customer's Equipment** When using the Service, the Customer's Equipment shall be in compliance with applicable legislation and any instructions from Bahnhof. The Customer has sole responsibility for errors or deficiencies in the Customer's Equipment.

**2.3 Bahnhof's Equipment.** All equipment installed by Bahnhof is Bahnhof's Equipment unless otherwise agreed. Bahnhof's Equipment may only be used for connecting to the Service.

Bahnhof's Equipment may not be transferred, rented out or in another way leave the possession of the Customer without the written consent of Bahnhof. The Customer is not entitled to tamper with Bahnhof's Equipment or make modifications or additions to it without the written consent of Bahnhof.

If Bahnhof's Equipment is used by the Customer in another location besides Bahnhof's own offices, Bahnhof's Equipment shall be stored at the connection site at the risk and expense of the Customer. The Customer is therefore liable for any loss or damage that may be incurred by Bahnhof's Equipment as a result of lightning, fire, water damage, theft, vandalism etc. caused by negligence on the part of the Customer or third parties or accidents. The Customer is responsible for required maintenance of Bahnhof's Equipment and maintaining insurance coverage for risks the Customer is responsible for.

In the event that Bahnhof's Equipment is lost or damaged as a result of an event the Customer is responsible for, Bahnhof is entitled to compensation for replacing the equipment (new price) and compensation for work, such as repairs, disassembly and installation, at Bahnhof's currently applicable rate.

### **3. Access and location**

The Customer is obligated to provide Bahnhof with access to Bahnhof's Equipment in the possession of the Customer during normal working hours upon request from Bahnhof. In the event that the Customer in spite of such a request does not provide Bahnhof with the necessary access, Bahnhof is entitled to shut down the Service and terminate the Agreement.

If the Customer's Equipment is in Bahnhof's facilities, the terms and conditions with respect to access are stipulated in the Agreement. Data on virtual servers may be mirrored, i.e. copied by Bahnhof, for safety reasons, which puts the Customer's data in more than one facility at the same time. In the event of server colocation, the Customer's Equipment is not linked to one specific physical location. The Service is provided by Bahnhof in accordance with the service level stipulated in the Agreement without being limited to a specific physical location in a facility.

### **4. Changes to the Service**

Bahnhof is entitled to fully or partially to change the Service's scope and content due to changed circumstances outside of Bahnhof's control. If reasonably possible, Bahnhof shall inform the Customer of the change at least one month before the effective date of the change. This information is

conveyed by email to the email address provided by the Customer and by an announcement on Bahnhof's website [www.bahnhof.se](http://www.bahnhof.se).

In the event that Bahnhof's change to the Service results in a change in the Service's function that constitutes a material disadvantage for the Customer, the Customer is entitled to terminate the Agreement. Notice of termination by the Customer in such cases must be in writing and must be given no later than within one month from the date the Customer was informed of the change in accordance with the previous paragraph. In the event that the change has occurred without the Customer being informed in advance, the Customer may terminate the Agreement no later than one month from the effective date of the change. In the event that the Customer has not terminated the Agreement within the period of time prescribed above, the Customer shall be deemed to have accepted the change.

### **5. Unauthorized access, improper use of the Service etc.**

The Customer is obligated to comply with the rules Bahnhof stipulates with respect to security and confidentiality. The Customer may not seek unauthorized access to systems or files containing surveillance information or other information not intended for the Customer. The Customer may not review such information or forward it to third parties.

The Customer is not entitled to penetrate computer resources protected by electronic locks or, by manipulating the address structure, or in any other way seek an unauthorized connection to connected Internet resources or use, destroy or distort information in Bahnhof's data networks or connected networks without authorization. The Customer shall inform Bahnhof's Technology Department immediately if the Customer detects or suspects unauthorized access to data in the Customer's or Bahnhof's systems.

### **6. Improper use**

The Customer is obligated to ensure that the Service is not subject to improper use. Improper use of the Service is defined as:

- use in breach of Swedish law
- dissemination of information that reasonably can be considered illegal or that is intended for committing illegal acts, as well as encouraging or enabling others to commit illegal acts
- marketing via mass mailings to email addresses (spamming) without the prior consent of the recipient
- irresponsible dissemination of collections or compilations of personal data
- other actions that create a substantial inconvenience for Bahnhof, Bahnhof's systems or Bahnhof's other customers.

### **7. Consequences**

Bahnhof is entitled to fully or partially shut down the Service in the event that the Customer does not meet his/her obligations under Point 6 above. Should the Customer fail to immediately provide a remedy in spite of being warned, Bahnhof is entitled to terminate the agreement without notice. In the event of such termination, Bahnhof is also entitled to charge a fee for the remainder of the Agreement's term. The Customer shall also indemnify Bahnhof for all other damage, including costs resulting from third-party claims asserted against Bahnhof on account of the Customer's breach of Point 6.

### **8. Transfer and reassignment**

The Customer is not entitled to transfer the Agreement or assign the right to use the Service to a third party without the written consent of Bahnhof. Bahnhof is entitled to transfer its rights and obligations under this Agreement in the event of a merger, the restructuring of the Bahnhof Group or the sale of its business.

### **9. Fees**

The fee for the Service is payable in accordance with the Agreement. In addition to the fee, the Customer shall pay VAT and any other government charges. Invoicing will take place on a quarterly basis in advance if nothing else is stipulated in the Agreement.

Payment of the fee shall be made no later than within 20 days of the invoice date. The Customer is obligated to report errors in the invoice immediately.



In the event that the Customer has not reported an error in the invoice within 8 days of the invoice date, the Customer shall be deemed to have accepted the invoice.

During the contact term, Bahnhof is entitled to change the fee in the event of increased electricity consumption for the Service, or change the fee from Swedish or foreign subcontractors, which, in particular but not exclusively, can be attributed to power companies (electricity), changes in exchange rates or taxes or other similar circumstances, including indexed annual increases in costs.

In the event that the fee is increased during an ongoing Agreement term for the stipulated Service and the increase causes the fee to increase by more than 10 percent per month in comparison to the fee applicable at the time the Agreement was entered into, the Customer is entitled to terminate the Agreement with a three-month period of notice.

Variable expenses (which can be attributed to the Service's consumption of electricity) are excluded and do not entitle the Customer to terminate the Agreement during the Agreement's term. Variable expenses are charged retroactively.

In the event that the Customer has not terminated the Agreement no later than one month after the effective date of the fee increase, the Customer shall be deemed to have accepted the new fee.

Bahnhof shall announce changes that result in an increase in fixed monthly fees or variable fees. Announcements of changed fees will be made via email to the email address provided by the Customer.

#### **10. Late payment**

In the event of late payment, Bahnhof is entitled to charge the Customer a late payment fee and charge for debt recovery costs according to the law. Bahnhof is also entitled to charge interest on arrears of two percent per month on unpaid overdue amounts.

In the event that the Customer fully or partially defaults on payment for more than 10 days after Bahnhof has sent the Customer a reminder, Bahnhof is entitled to shut down the Service effective immediately and terminate the Agreement without notice. In the event of such termination, Bahnhof is also entitled to charge a fee for the remainder of the Agreement's term.

Bahnhof has a lien on the Customer's Equipment in Bahnhof's possession. Therefore, Bahnhof is not obligated to return the Customer's equipment during or after the term of the Agreement without satisfactory collateral until the Customer has settled unpaid overdue invoices.

#### **11. Service interruptions and errors**

Provided that the Special Terms and Conditions for the Service do not contain other provisions with respect to the guaranteed service level, the following is applicable with respect to Bahnhof's responsibility for service interruptions and errors involving the Service.

In the event of a service interruption or error of the Service that Bahnhof is responsible for, Bahnhof shall remedy the service interruption or error as soon as it reasonably can.

In the event that the Customer was unable to use the Service to a significant extent as a result of a service interruption or error caused by Bahnhof, the Customer is entitled to a reasonable reduction in the fee for the Service to the extent of the effect of the service interruption or error. This entitlement to a reduction only applies for the period from the time the Customer filed an error report to the time the service interruption or error was remedied. The amount of the reduction is limited to the fixed fee for one month of the Service affected by the service interruption or error. The reduction, which is applicable in place of damages and other consequences, is settled by a credit on the next invoice.

In the event that a service interruption or error occurred to an extent that entitles the Customer to the maximum reduction, the Customer is entitled to terminate the Agreement in writing with a one-month period of notice to the extent it involves the Service affected.

The reduction as above is not granted to the extent that the interruption or impediment can be attributed to the Customer or a circumstance the Customer is responsible for. In such cases, Bahnhof reserves the right to charge compensation for remedy costs in accordance with Bahnhof's currently applicable rate. Interruptions that occur during periods of planned maintenance are not included within the meaning of a service interruption as referred to above.

#### **12. Service and maintenance**

Provided that the Special Terms and Conditions for the Service do not contain other provisions concerning Bahnhof's obligations with respect to service and maintenance, the following is applicable.

Bahnhof provides telephone support via Bahnhof's Support Department during the hours listed on Bahnhof's website [www.bahnhof.se](http://www.bahnhof.se).

Bahnhof performs preventative maintenance (planned maintenance) on a regular basis. Such maintenance is performed at the end of the week where possible. In the event of maintenance that can create a significant inconvenience for the Customer, Bahnhof shall notify the Customer 7 days (note about redundancy) before the maintenance is performed. Such notifications are made by email to the email address provided by the Customer and by an announcement on Bahnhof's website [www.bahnhof.se](http://www.bahnhof.se).

Traffic is based on 70% national traffic and 30% international traffic. In the event of a breach, Bahnhof is entitled to charge a fee in accordance with the applicable price list.

#### **13. Force majeure and other exempting circumstances**

Bahnhof shall be exempted from a reduction in the fee and other consequences to the extent that performance of a certain obligation is prevented or made substantially difficult by a circumstance that Bahnhof could not reasonably control or foresee.

Exempting circumstances are defined as labor conflicts, lightning, fire, government directives or other official regulations, a general shortage of transportation, goods, energy, as well as defects in or delay of performance from subcontractors as a result of such a circumstance or another similar circumstance.

Other exempting circumstances shall include dug-up data or communications cables, major breakdowns of suppliers who supply the general telecommunications network, city fiber networks, as well as national and international access points that link Internet operators.

In the event that the performance of the Service is prevented to a significant extent for longer than three months due such circumstances as are listed above, the Customer is entitled to terminate the Agreement in writing with a one-month period of notice with respect to the part of the Service affected.

#### **14. Limitation of liability**

Any liability for damages on the part of Bahnhof shall not include indirect losses, consequential damage (including loss of production, loss of revenue, loss of data and damage to third-party property) or damage that could not reasonably have been foreseen by Bahnhof. The Customer is responsible for the Customer having sufficient protection from unauthorized data access to the Customer's Equipment and the Customer's systems. Bahnhof does not assume any liability for the Customer's additional costs, losses and damage incurred by the Customer as a result of unauthorized third parties gaining access to, distorting, exploiting or destroying information via intrusion into the Customer's systems. The Customer is responsible for the risk associated with applications on the server and information processed or stored on the server. Bahnhof has no liability for costs incurred by the Customer as a result of computer viruses. Bahnhof's liability for damages to the Customer is limited under all circumstances to a total of SEK 10,000 max per 12-month period during the term of the Agreement.

#### **15. Early termination due to insolvency**

Either party is entitled to terminate the Agreement in writing without notice in the event that the other party has suspended its payments, initiated composition proceedings, filed for debt restructuring, entered into liquidation, gone into bankruptcy or shown other clear signs of insolvency.

#### **16. Changes to terms and conditions**

These general terms and conditions are applicable until further notice. Changes to the terms and conditions, in addition to what is stipulated in Point 8 above, shall be announced no later than three months in advance by an announcement on Bahnhof's website [www.bahnhof.se](http://www.bahnhof.se).

In the event that a change as mentioned above constitutes a material disadvantage for the Customer, the Customer is entitled to terminate the Agreement with a two-month period of notice as of the effective date of the change. Notice of termination by the Customer in such cases must be in writing and must be given no later than within one month of the date the Customer was informed of the change in accordance with the previous paragraph. In the event that the Customer has not terminated the Agreement



within the period of time prescribed above, the Customer shall be deemed to have accepted the change.

#### **17. Agreement term**

The term of the Agreement is specified in the Agreement. The term begins on the date of delivery of the Service (the effective date of the Service). The date of delivery is specified in the Agreement, or, where applicable, in an order confirmation from Bahnhof. In the event that the Agreement has not been terminated no later than three months prior to the expiration of the stipulated term, the stipulated term will be extended automatically by 3 months provided that nothing else is stipulated in the Special Terms and Conditions. Notice of termination is not valid unless given in writing.

#### **18. End of the Agreement**

In the event that the Agreement is fully or partially no longer in force, all rights of the Customer to subsequently use the Service or the part of the Service no longer in force will expire automatically. Equipment the Customer rents from Bahnhof shall be returned in original condition and in its original packaging. In addition, Bahnhof has the right to immediately (during normal working hours) recover Bahnhof's equipment in the Customer's possession, or request that the Customer arrange for the equipment to be returned in accordance with the terms and conditions of the Agreement. Bahnhof is not obligated to repay the fixed fee the Customer paid for the time following the end of the Agreement or part of it.

#### **19. Disputes**

Disputes with respect to the interpretation or application of the Agreement, its general terms and conditions and other terms and conditions of the Agreement shall be settled by a court of general jurisdiction, with Stockholm District Court as the first instance.