

General terms and conditions- Fiber for Homes

1. Introduction

a) These general terms and conditions apply when a property owner (the "Property Owner") orders installation of fiber cable and equipment to the Property Owners property and connection to GlobalConnects open network (the "Service") from GlobalConnect AB, company reg. no.556597-6122, ("GC"). GlobalConnect Produktion AB, company reg. no.556717-9444, ("GC") is the company within the GlobalConnect group which performs the undertakings according to section 2 and carries out the invoicing according to section 4. GC and IPP is below referred to as GlobalConnect.

b) An agreement shall be deemed to have been entered into when the Property Owner orders the Service, for example by filling in a special-order form, either in physical form or on GlobalConnects website, which GlobalConnect has confirmed.

c) GlobalConnect grants the Property Owner access to its open network thereby making it possible for the Property Owner to receive services such as Internet services, telephone, and TV (hereinafter "Broadband Services") from service providers that provide such services (hereinafter "Service Providers"). These general terms and conditions do not govern the provision of Broadband Services. Agreements regarding Broadband Services are entered into for each fiber connection directly with Service Providers. GlobalConnect is not a party to agreements for Broadband Services between the Property Owner and the Service Providers.

2. GlobalConnects undertakings

a) GlobalConnect shall inform the Property Owner not later than within six (6) months after GlobalConnect has received an order whether or not fiber installation will take place.

b) Information regarding the timeline for fiber connection and notification of fiber installation shall be given by email or letter. GlobalConnect undertakes to provide the fiber connection no later than twenty-four (24) months from receipt of the order.

c) GlobalConnect only carries out excavation work and the laying of channels on the property in soft conditions such as soil or grass. Refilling of channels is carried out using existing soil in order to create restorable surfaces.

d) GlobalConnect indicates from which point at the property line to which point at the building the excavation work will be carried out.

e) GlobalConnect installs equipment owned by GlobalConnect with the Property Owner in order to make possible the provision of Broadband Services (hereinafter "Customer-Located Equipment"). The Property Owner may make requests regarding where Customer-Located Equipment will be located on the property, with the exception of wet areas, and GlobalConnect shall not fail to comply with the Property Owner's request unless it states the reasons therefore. GlobalConnect shall be entitled to determine the location and scope of the excavation work up to the Customer-Located Equipment.

f) GlobalConnect shall perform the installation of fiber cable and Customer-Located Equipment.

g) GlobalConnect shall perform all drilling, installation and sealing of fiber cable in exterior walls close to ground level. The Customer-Located Equipment shall be located directly next to the holes drilled. The placement of drilled holes in exterior walls shall be determined in consultation with the Property Owner. GlobalConnect shall remedy any damage in conjunction with the drilling of holes up to the condition of paintable surface area.

h) GlobalConnect performs the metering in respect of the fiber connection and ensures functionality up to the Customer-Located Equipment.

3. The Property Owner's undertakings

a) The Property Owner warrants that the order was approved by all of the registered owners of the property.

b) Pursuant to the Distance Marketing and Door-to-Door Sales Act (SFS 2005:59), the Property Owner has a 14-day statutory right of withdrawal period after confirmation of the order.

c) Following notice that no fiber installation will take place, neither the Property Owner nor GlobalConnect has any further obligations towards each other according to the order for the Service, including these general terms and conditions.

d) In the event a maximum length for the installation of channels and fiber cable on the Property Owner's property is stated in the order, GlobalConnect shall be entitled to supplemental compensation (SEK 300/meter for soft surfaces and SEK 1,000/meter for hard services) for the distance in excess of the stated length.

e) The Property Owner grants GlobalConnect the right to place and maintain (in the ground and channels) fiber cable and associated equipment on the Property Owner's property and for further laying to neighboring properties.

f) The Property Owner is responsible for restoration of surfaces on the property after installation (for example replacing asphalt, stone plates, lawn, bushes, and flowerbeds).

g) Where possible, the Property Owner shall provide information regarding where in the ground electrical, telecommunications, water lines, sewerage and other lines are located as well as other information required for installation and fiber connection. The Property Owner shall be responsible for ensuring that any and all information provided is correct and complete.

h) In order for GlobalConnect to be able to perform its obligations according to these general terms and conditions, the Property Owner must provide GlobalConnect with access to land and buildings. In the event the Property Owner is unable to provide access to the property on the designated date, access to the property shall take place on another occasion following a separate agreement and upon payment of an additional fee.

i) In the event the Property Owner, through its actions, impedes GlobalConnect from accessing land or buildings or otherwise renders installation more difficult, the Property Owner shall be responsible for any work and materials GlobalConnect is required to carry out or purchase a consequence of the order.

j) In the event the Property Owner cancels the order, GlobalConnect will be entitled to invoice a fixed fee of SEK 4,900 provided cancellation is made before notice of fiber installation, and SEK 6,900 if cancellation is made after notice of fiber installation.

k) The Property Owner understands that important information will be sent by email, letter, text message or by telephone and shall thereby keep GlobalConnect informed at all times of the Property Owner's current email address, postal address, and mobile telephone number.

4. Price

a) The price for installation is stated in the order form. This sum may include work giving rise to an entitlement for a RUT tax deduction (Cleaning, Maintenance and Laundry Work deduction) or a RUT tax deduction (Repairs, Conversion or Extension Work deduction). For Property Owners wishing to take a RUT tax deduction or a ROT tax deduction, the deduction is made in such cases in accordance with the provisions set forth in the order. The stated prices are conditional on the Property Owner submitting the order within the prescribed time.

b) GlobalConnect complies with the tax rules applicable from time to time for ROT and RUT deductions. GlobalConnect processes applications for ROT and RUT deductions with the tax authorities in accordance with the tax authorities' instructions. The Property Owner is responsible for ensuring that the requirements for ROT and RUT deductions have been fulfilled. Information regarding the requirements for ROT and RUT deductions can be found on the Tax Agency's website. In the event the Property Owner is unable to utilize a ROT or RUT deduction for payment, GlobalConnect shall be entitled to invoice the price without any ROT or RUT deduction.

c) Compensation for the order shall be paid by the Property Owner after completed installation within 30 days of invoice. In conjunction with installment payments, the terms and conditions of the finance company shall apply.

d) In conjunction with the execution of one or more agreements, GlobalConnect may carry out a credit check of the Property Owner.

e) Objections to invoices or services must be presented within two months after the circumstance giving rise to the objection was discovered or should have been discovered.

f) An order is deemed to have been installed and completed when it has been made possible for the Property Owner to receive services through installed fiber cable and Customer-Located Equipment.

g) In the event of late payment, GlobalConnect shall be entitled to compensation for payment reminders and collection costs incurred as well as penalty interest as provided by law. GlobalConnect shall also be entitled to shut down or restrict connection to GlobalConnect's network in the event the Property Owner has not paid an uncontested invoice within fourteen (14) days from receipt of a payment reminder.

5. Processing of Personal Data

a) GlobalConnect process personal data in accordance with applicable laws and regulations. GlobalConnect AB is the controller of personal data obtained from the Property Owner in conjunction with the placement of an order for the Service. Further information on

GlobalConnect's processing of personal data, including categories of data, processing activities, purpose, legal ground, storage and right to information, correction and deletion etc., is provided on www.privat.globalconnect.se/om/integritet.

6. Companies, etc.

In the event the Property Owner is a legal entity (for example a company, association, or a foundation), the agreement shall apply subject to the amendments set forth below in sections 6 (a) - (e):

a) the Property Owner shall have no right of withdrawal according to section 3 (b);

b) the Property Owner shall not be entitled to a ROT or RUT deduction according to section 4 (a-b);

c) the Property Owner shall not be entitled to make installment payments;

d) payment according to section 4 (d) shall be made after 10 days instead of 30 days;

e) the Property Owner may not refer disputes to the National Board for Consumer Complaints (ARN) according to section 9.

7. Severability

In the event any provision contained in these general terms and conditions or in the order, or any part thereof, is held to be invalid, such shall not entail that the order is invalid in its entirety. Instead, to the extent the invalidity materially affects a party's performance or benefit according to the order, a reasonable adjustment shall be made in the terms and conditions.

8. Miscellaneous

a) Stated prices and agreed delivery times are conditional on the actual circumstances regarding the property corresponding to that which the Property Owner has stated in conjunction with the most recent order, and that the installation and connection work does not otherwise encounter impediments which could not reasonably have been foreseen by GlobalConnect. GlobalConnect shall be entitled in all other cases to compensation from the Property Owner for any additional costs or shall be entitled to cancel the agreed order with immediate effect.

b) GlobalConnect shall be entitled to assign its rights and obligations under these general terms and conditions, in whole or in part, to a third party and shall be entitled to retain the services of subcontractors to perform their obligations.

c) GlobalConnect is the owner of the fiber cable, channels, and Customer-Located Equipment. Neither the order nor these general terms and conditions entail any transfer of ownership to the Property Owner. The Property Owner may not use the aforementioned equipment other than as set forth in these general terms and conditions. The Property Owner may not move the equipment.

d) The Property Owner shall care for and maintain the fiber cable and Customer-Located Equipment following installation.

e) GlobalConnect shall not be liable for any indirect loss, such as lost profits and consequential loss. In addition to the provisions expressly stated in these general terms and conditions, the Property Owner shall be liable to GlobalConnect for any loss caused through negligence or intentional acts. Claims for damages must be made in writing.
f) GlobalConnect shall be released from their obligation to perform under this agreement in the event such performance is impeded or rendered unreasonably onerous as a consequence of acts of force majeure or other circumstances over which GlobalConnect has no control such as decisions by public authorities, excavation permits, or ancient remains.

g) In the event of any conflict, the order form shall have priority of interpretation over these general terms and conditions.

9. Disputes

Any dispute arising in the interpretation or application of these general terms and conditions shall be determined by a Swedish court of law according to Swedish law. Disputes may also be adjudicated by the National Board for Consumer Complaints whose decisions are a recommendation to the parties as to how the dispute should be resolved.