

# GENERAL TERMS AND CONDITIONS FOR THE CONTRACT CONCERNING FIBRE OPTIC AND BROADBAND-BASED SERVICES

## 1. PARTIES TO THE CONTRACT AND THE CONTRACT OBJECT

1.1 These General Terms and Conditions (General Terms) apply to the connection to the fibre optic and broadband network and supply according to the order form or order confirmation, of his stated products and services (together referred to as the Service).

1.2 The parties to the Contract are the Customer and the Supplier as stated in detail on the order form. It is a premise for the Contract that the Customer is a physical person not acting as part of a business enterprise. The Customer must be over 18 years of age.

1.3 If it is a requirement for connection to the fibre optic broadband network that the Customer must receive a basic service, the exact service must be stated in the order form.

1.4 It is a premise for supply of the service that the Customer is connected to the Supplier's fibre optic broadband network, either directly or via a housing association or housing cooperative.

## 2. CONTRACT DOCUMENTS

2.1 The contractual agreement (Contract) between the parties is comprised of an order form or order confirmation, General Terms and Conditions and special terms and conditions for the individual service.

2.2 The terms applicable at any time are also available on the Supplier's website.

2.3 The contract becomes effective when the Customer signs the order form or accepts the Contract by electronic means on placing an order. Purchases of services beyond that stated in the order form can be made by submitting supplementary order. If the Customer orders supplementary services, the Customer will receive an order confirmation along with the special terms and conditions for the relevant services.

## 3. CREDIT CHECKS AND FURNISHING OF SURETY

3.1 The Supplier enters into an agreement with the Customer on the premise that the Customer is at all times financially solvent. Since the service involves an element of credit, the Supplier has justifiable reason to carry out credit checks. The Customer accepts that the Supplier, at any time, can impose credit limits and carry out a credit check of the Customer.

3.2 If a credit limit is exceeded and the credit check, in the view of the Supplier, indicates that there is a risk of default, the Supplier has the right to reject the order, to cancel the Contract or to demand a surety, including advance payment.

## 4. RIGHT OF CANCELLATION

4.1 If the Contract has been entered into by distance selling, or outside of a fixed sales location, the Act relating to the right of cancellation of 21st December 2000, no. 105 applies. The Customer must be informed of the right to cancellation and receive a right of cancellation form.

4.2 If the Customer is given the right to use the services before the expiry of the cancellation period, and subsequently utilises the right of cancellation, the Customer is liable to pay for the part of the service that the Customer has been able to utilise, and is also liable for the cost of materials and return expenses for any equipment received. If the Customer has paid installation charges in advance, or has paid for a part of the service that has not been utilised, these charges must be repaid to the Customer.

## 5. CHANGE OF SUPPLIER

5.1 If the Customer, on signing the Contract, subscribes to services from other suppliers that are to be terminated on connection to the Supplier, the Customer himself must give notice of termination to existing suppliers. The exception to this clause is if the Supplier has been given authority to take necessary actions in connection with a change of Supplier. This power of authority must be stated in the order form.

## 6. PREMISES FOR CONNECTION

6.1 The Supplier makes reservations for that the Supplier's broadband network is or will be extended for connection to the Customer's address. The Supplier will only initiate extension works if there is an adequate number of connections in the Customer's immediate area such that the works are financially viable. Extension works are also on the premise that no unforeseen difficulties are incurred, that mean that the broadband network cannot be supplied at the Customer's address, including that the Customer has the responsibility for obtaining necessary permits from any building owners/third parties.

6.2 If the installation/connection has not been carried out within nine months of signing the contract, and this is due to circumstances that can be attributed to the Supplier, the Customer may cancel the Contract at no cost by giving notice in writing to the Supplier. The Supplier has the right to extend the supply deadline beyond nine months after signing the contract, if the absence of a delay to supply is due to circumstances beyond the Supplier's control. This means that no right exists to cancel the Contract at no cost in accordance with the first sentence if the fault is outside the Supplier's control.

6.3 The Supplier makes reservations concerning the final definition of where the cabling route for the cable network is to be laid on the Customer's property.

## 7. RIGHTS CONCERNING GROUNDWORK FOR CABLE NETWORK

7.1 The Supplier has the right, at no additional cost and without time limits, to carry out necessary laying of conduits and cabling on the customers/landowner's property from the plot limits to the connection point.

7.2 If it is necessary to lay cables/conduits over land belonging to a third party, it is a premise for completion of the Contract that the necessary permission is given by

the third party.

7.3 The Supplier has the right to connect other customers to the cable network that runs over the Customer's/landowner's property. No construction work, building, excavation or other amendments to the terrain may be carried out above cable routing without written permission and directions from the Supplier.

7.4 If the Customer's requirements mean that there is a need to relocate the cable network, the Customer has the right to demand that the Supplier, or an agent appointed by the Supplier, shall relocate/remove the cable network at the expense of the Customer. A reservation is made that it is technically possible to carry out such relocation/removal.

7.5 The Supplier has the right to relocate the cable network if he has a need to do so, at his own expense. The Supplier must give the Customer written advance notification and must make reasonable considerations for the Customer's interests.

7.6 The above stated rights and obligations apply, even if the supply of services ceases, for whatever reason. The Customer must inform the Supplier immediately in the event of any damage to the Supplier's cable network, and the Customer is liable for any damage caused to the cable network by himself or any other person in his charge.

## 8. SELF-INSTALLATION

8.1 When the Customer, according to the contract, must carry out self-installation such as excavation of conduit to the foundation wall and/or indoor cabling to the home hub, this must be carried out within the deadline stated by the Supplier. The Customer must follow the instructions given by the Supplier concerning excavation and cabling.

8.2 If the self-installation has not been carried out within the deadline, the Supplier has the right to invoice the Customer for an additional charge for installation, and any discount given for self-installation will be cancelled. Invoicing of services will begin from the planned supply date, even if the Customer has not carried out his part of the agreement.

## 9. CONNECTION POINT

9.1 The connection point is the home hub. The connection point demarcates the transfer point between the Supplier's system and the Customer's user equipment, and denotes the limits for the right of ownership and operative and maintenance liability.

9.2 Unless otherwise stated, the service will be supplied via a cabled Ethernet interface. The quality and availability of the service cannot be guaranteed when using a wireless network, as local conditions and the customers equipment can affect this type of network.

## 10. GENERAL INFORMATION CONCERNING THE USE OF EQUIPMENT

10.1 The equipment made available to the Customer according to this Contract remains the property of the Supplier unless agreed otherwise.

10.2 Unless otherwise agreed, the Supplier will install the Customer's home hub. The Customer himself must provide for necessary power supplies and carry out all internal cabling from the home hub to the customer's user equipment, in accordance with the instructions issued by the Supplier.

10.3 In the event of any interference in the Supplier's broadband network, the Customer must immediately disconnect any equipment causing the interference. The Customer is himself responsible for ensuring that his own equipment can be used alongside the Supplier's equipment, and that these can be used to utilise the service. The equipment must be used in accordance with the Supplier's specifications and the user guide accompanying the equipment, unless alternative instructions have been given by the Supplier.

10.4 The Customer does not have the right to modify or amend the equipment or the Supplier's broadband network, or any installations otherwise. This includes reprogramming and other changes to the equipment's configuration. Relocation and amendments to fixed equipment must only be carried out by the Supplier, on order from the Customer. The price for the above can be quoted on request.

10.5 The equipment must only be used within the Customer's household. The Customer does not have the right to sell, mortgage, loan out lease out or in any other manner dispose of the whole or part of the equipment, and has a duty to ensure that unauthorised users do not utilise the equipment in conflict with the terms and conditions of the Contract. The Customer does not have the right to use the equipment for commercial or unlawful activities.

10.6 The Customer, with the restrictions as stated, has the right to install servers for private use, if the technical premises for these are present.

10.7 If the Customer discovers a fault or damage to the equipment, the Supplier must be notified without undue delay.

10.8 The Customer is obliged to take out fire and home contents insurance that covers damage/ loss of the equipment. The Customer is obliged to replace equipment that is damaged, lost or stolen, limited to a maximum of NOK 4000.

10.9 The Supplier has the right to replace the entire or part of the equipment. In such case, the Customer is obliged to hand in old equipment and to obtain new equipment. Appropriate notification of the above will will be given.

## 11. GENERAL INFORMATION CONCERNING THE USE OF THE SERVICE

11.1 The Customer does not have the right to use the service for commercial or unlawful activities. The service cannot be used to use, copy, distribute or in any other manner exploit information that is unlawful, that is not for the rightful use of the Customer, or information that the Customer has obtained by unlawful means. The Customer, in using the service, may not breach physical or electronic barriers, or in any other manner obtain unauthorised access to other services or systems that the Customer does not have the right to use.

The terms and conditions for the service can also be imposed via individual special terms and conditions.

11.2 The Customer must store log in and configuration information in a proper manner such that unauthorised persons do not gain access to the information. If the Customer suspects that unauthorised persons have gained knowledge of login data, the Customer must inform the Supplier immediately, and amend the data. The Supplier has the right to temporarily close down the service.

11.3 The Customer is responsible for all use until the Supplier has received notification from the Customer, and has been given a reasonable amount of time to prevent misuse.

## 12. SHUTDOWN AND USER RESTRICTIONS

12.1 The Supplier has the right to completely or partially shut down the Customer's access to the service immediately without prior notification if this is required by public authorities, or if this becomes necessary for technical, operative or maintenance related reasons. The same applies in emergency situations, including a serious threat to health, security of the environment, natural disasters, war and similar states, significant strikes or lockout, or if there is a serious risk of sabotage to the network and services. Insofar as is possible, the Customer will be notified within a reasonable time of any initiatives taken as described above. The Supplier has no liability for expenses or losses incurred by the Customer as a result of the above stated initiatives.

12.2 The Supplier also has the right to shut down the Customer's access to the service if the Customer has not paid any outstanding sums within 14 days of receiving a written notice of a shutdown, or if the Customer acts in conflict with applicable public authority regulations for the service, or abuses the equipment or has connected non-approved technical devices to the equipment. All outstanding obligations must be paid before the service can be reopened. If the system is reopened, at charge is payable, according to the Supplier's current price list. The Supplier has no liability for expenses or losses incurred by the Customer as a result of the above stated initiatives. In the event that the shutdown is due to the Customer's circumstances, charges for the service will continue to run for up to one month after shutdown, as the notice of termination is one month; however, if the Customer is in the lock-in period, subscription charges will continue to run in accordance with Item 13.

12.3 The Supplier does not have the right to block customers' access to emergency numbers such as police, fire and ambulance services.

12.4 To the extent that it is necessary for technical, operational or maintenance-related reasons, the Supplier, after giving advance notice, has the right to access the Customer's dwelling or the location in which the equipment is installed.

12.5 Information concerning anticipated availability issues and planned shutdowns of the service will be available on the Supplier's website.

## 13. CONTRACT PERIOD AND CANCELLATION, INTERRUPTIONS AND TERMINATION

13.1 If the Customer chooses to cancel the Contract after the expiry of the cancellation period, but before installation and connection can be carried out, the Customer will be invoiced a cancellation fee as stated in more detail on the order form.

13.2 The Customer cannot cancel the basic service without this being considered a cancellation of the Contract between the Customer and Supplier.

13.3 An eventual lock-in period for the relevant services is as stated in the order form/order confirmation. This will also state the date for the start and expiry of the lock-in period. If the Customer chooses to cancel the service during the lock-in period, the Customer will be invoiced for an interruption charge, corresponding to the value of the remaining lock-in period. If the Customer has not notified the Supplier that he does not wish to extend the service at least one month before the expiry of the lock-in period, the supply of the service will be extended automatically until it is terminated by the parties on giving one month's written notice. This applies unless otherwise specified in particular in the special terms and conditions for the relevant service.

13.4 Supply of services without a lock-in period can at any time be terminated by either party on giving one month's written notice, calculated from the expiry of the month in which the notice of termination was received, unless otherwise stated in the order or in the special terms and conditions for the individual additional service.

13.5 On terminating the Contract, the Customer, subject to further arrangement with the Supplier, shall return the equipment in the same condition in which it was received. The Customer's ongoing obligation to pay for the service applies until the equipment has been returned, unless the Customer declares that the equipment has been lost. The ongoing obligation then applies until compensation for the equipment has been paid. NB: The home hub is not included in the equipment that must be returned.

13.6 If the Customer is connected to the Supplier's fibre optic broadband network via a housing association, and this contract ends, the Customer's individual contract will end at the same time.

## 14. AMENDMENTS TO SERVICES

14.1 The Supplier has the right to carry out amendments to the content within the service, and the service's technical specifications on giving at least one month's notice. If the amendment is brought about by changes in legislation or other circumstances outside of the Supplier's control, the Supplier has the right to amend the terms and content of services with immediate effect.

14.2 If the Customer uses the service after the notified amendments have become effective, the Customer will be considered to have accepted the amendments.

## 15. PRICE AND AMENDMENTS TO PRICES

15.1 The Customer shall pay the one-off charges, monthly charges, variable and usage dependent charges as stated when placing the order.

15.2 Prices cannot be changed for services during the lock-in period. Prices for services without a lock-in period can be amended on giving one month's notice. An exemption to the above applies for price amendments that are brought about by changes to services that are beyond the Supplier's control, including amendments to charges imposed by public authorities.

The Supplier has the right to amend prices corresponding to the point in time when such amendments become effective.

15.3 If the Supplier reduces prices for the service in the market during the lock-in period, the amendments will automatically apply for previously signed contracts, from and including the first payment after the expiry of the lock-in period.

15.4 In the event of significant price increases as a result of amendments to the service during the Contract period, the Customer has the right to cancel the Contract, effective from the point in time when the amendment becomes effective. If the Customer utilises the service after the price amendment has become effective, the Customer will be considered to have accepted the price amendment.

## 16. INVOICING AND PAYMENT

16.1 A start-up charge will be invoiced at the start of the order. Other invoicing begins immediately after installation, and encompasses the use of the service from the first day the service is able to be used. An invoice fee may apply. In all other respects, invoicing and payment are in accordance with the Supplier's currently applicable invoice routines and payment terms and conditions.

16.2 If the invoice is not paid on the due date, interest on arrears is payable, in accordance with the Act relating to interest on overdue payments, as well as a reminder fee and additional charges in accordance with enforcement legislation.

16.3 If the Customer believes there is an error in the invoice issued, a complaint must be submitted to the Supplier's Customer service centre within a reasonable time and at the latest before the expiry of the due date for payment.

## 17. FAULTS AND CLAIMS

17.1 The Customer must report faults to the Customer service centre within a reasonable time of the fault being discovered, otherwise the Customer loses his right to redress for the fault.

## 18. FAULT REPAIR

18.1 Faults that are not significant and only affect one Customer will as a rule be corrected within a reasonable time within normal working hours on regular business days. The Supplier is only responsible for faults on equipment and the part of the service provided by the Supplier. The Customer is responsible for internal cabling in the home [from the home hub to the user equipment].

18.2 The Customer must investigate whether the fault is due to his own cabling or whether the fault lies in the equipment provided by the Supplier. The Customer may be financially liable for any expenses incurred by the Supplier in connection with full correction, if the fault proved to be caused by the Customer's own equipment or his own cabling.

## 19. PRICE REDUCTION

19.1 In the event of an interruption or significant reduction in availability of the service, lasting more than 24 hours after the Customer has reported interruption to the Supplier, and that is not referred within the deadline cf. Item 18.1, the Customer has the right to claim a proportional reduction in charges for the affected part of the service.

19.2 A price reduction will not be given if the fault is caused by the Customer's own equipment or cabling, or a fault in the Supplier's broadband network or equipment brought about by the customer's use of equipment or services in breach of the terms and conditions of the Contract, or other circumstances outside of the Supplier's control.

## 20. CANCELLATION

20.1 If either party significantly breaches their obligations according to the Contract, and this is not due to circumstances for which the other party is responsible, the other party may cancel the Contract with immediate effect.

20.2 A significant breach from the Customer's side will be deemed to have occurred if: the Customer does not pay outstanding invoices within 14 days of having received a payment reminder from the Supplier; the Customer makes amendments to the equipment; the Customer breaches copyright or other intellectual property rights; or that the Customer misuses the broadband network or service.

20.3 If the Supplier cancels the Contract due to payment default by the Customer, the Customer is obliged to immediately meet all obligations in respect of the Supplier. Furthermore, the Customer is obliged to compensate for losses incurred by the Supplier, as a result of the default including any expenses incurred for collecting the equipment. The Customer's ongoing obligation to pay for the service applies until the equipment has been returned, unless the Customer declares that the equipment has been lost. The ongoing obligation then applies until compensation for the equipment has been paid. NB: The home hub is not included in the equipment that must be returned.

## 21. COMPENSATION

21.1 The supplier is not liable to pay compensation for losses incurred by the Customer, brought about by circumstances beyond the Supplier's control, that the Supplier could not reasonably be expected to avoid or control the consequences of. The Supplier's liability to pay compensation is limited to the Customer's direct losses, encompassing documented additional expenses incurred by the Customer as a result of the compensation related issue. Liability is limited upwards to the annual sum paid by the Customer for supply of the services at the point in time the fault occurred.

21.2 The limitation of liability does not apply if the Supplier has caused the fault by gross negligence or wilful action.

21.3 The Customer's indirect losses will not be compensated unless the losses are brought about by gross negligence or wilful action by the Supplier. Indirect losses include, but are not limited to, losses incurred as a result of the Customer losing or experiencing corrupted data, losses incurred as a result of incorrect sending by the Supplier, losses brought about by the Customer being prevented from using the service, lost profits, loss of use and consequential losses.

21.4 Notwithstanding the above, the Supplier disclaims any liability for losses that could have been avoided if the Customer had had an emergency power supply.

21.5 The Customer is liable to pay compensation for any losses incurred by the Supplier as a result of the Customer's breach of Contract. Liability is limited upwards to the annual sum paid by the Customer for supply of the services at the point in time the fault occurred.

21.2 The limitation of liability does not apply if the Customer has caused the fault by gross negligence or wilful action.

## 22. THE DUTY OF THE CUSTOMER TO LIMIT LOSSES AND TO COOPERATE

22.1 The Customer must seek to limit his losses by all reasonable means. If the Customer has contributed to the damage, or failed to limit the damage or loss, the Supplier's liability shall be reduced or waived. The same applies if the Customer has failed to a reasonable degree to remove or reduce the risk of damage. For example, the Customer must protect the equipment from damage caused by lightning by using a surge protector, and disconnect the equipment when there is a risk of thunderstorms.

## 23. RELOCATION

23.1 If the Customer relocates to a new address and it is technically and economically possible for the Supplier to provide the service, the Customer may continue the Contract from his new address. The ongoing obligation to pay for the service continues, even if the service during the phase after relocation is not ready to be provided, if this is caused by circumstances from the Customer's side. The Supplier has the right to demand payment for relocation in accordance with the applicable current price list.

23.2 If the Customer wishes to cancel the Contract due to relocation, the standard cancellation notification applies, unless the Customer is within the lock-in period. If the Customer relocates during the lock-in period, the Customer is obliged to continue receiving services encompassed in the lock-in period at his new address, if it is technically and economically possible for the supplier to provide the service at this address. If the Supplier cannot provide the service at the new address, the Customer is exempt from paying an interruption charge for services with a lock-in period.

23.3 The Customer shall pay the applicable charge for relocation.

## 24. TRANSFER

24.1 The Customer does not have the right to transfer the Contract to a third party, including members of his own household, without prior written consent from the Supplier. Consent cannot be refused without justifiable reason. An administration charge and setup fee is payable in the event of a transfer. This does not apply in the event of a transfer to another member of the household in relation to a death, or to a spouse/partner in connection with separation when the spouse/partner has used the service for at least one year.

24.2 Before any transfer can take place, the customer's financial situation (outstanding invoices, etc.) must be settled with the Supplier.

24.3 The new customer will be considered to have accepted the Contract terms and conditions when the service is taken in use.

24.4 The Supplier has the right to transfer his rights and obligations according to the Contract.

## 25. AMENDMENTS TO THE CONTRACT

25.1 The Supplier has the right to unilaterally amend the terms and conditions in this Contract. Amendments to terms and conditions that are in not in favour of the Customer can first be implemented 1 month after giving written notice, whether this is via letter, an invoice memorandum or by e-mail. If an amendment is of significant disfavour to the Customer during the lock-in period, the Customer has the right to cancel the Contract at no extra cost from the point in time that the amendment becomes effective. If the amendment is brought about by changes in legislation or other circumstances outside of the Supplier's control, this does not give the Customer the right to cancel the Contract within the lock-in period, and the Supplier can amend the terms and content of services with immediate effect.

25.2 If the Customer uses the service after the notified amendments have become effective, the Customer will be considered to have accepted the amendments.

25.3 For amendments to the service, Item 14 applies. Price amendments are regulated in Item 15.

## 26. NON-DISCLOSURE AGREEMENT, PERSONAL INFORMATION

26.1 The Supplier retains the following information about customers: Information that is provided in connection with signing the Contract, also subsequent information concerning the use of services and products ordered by the Customer, including the storage of data required by law. The information is used as a basis for fulfilment of the Contract, including invoicing and accounting. Further, the information is used for marketing, analysis of Customer behaviour, notification of winners of competitions and activities in which the Customer participates, and for sending newsletters and other information.

26.2 The Supplier will store the Customer's TV usage patterns for up to 6 weeks in a system in which the information is used for fault finding and operations. The Customer can make a reservation against such storage by contacting the Supplier.

26.3 Provision of the service involves a significant credit element. If a credit check is carried out, the Customer has the right to receive a copy of the credit check without charge.

26.4 The Supplier will register and store personal information in connection with enquiries to our Customer service centre. The information is stored in order to be used as a reference in the event the Customer requests assistance at a later time. It is used to be able to offer the best possible service. The Supplier reserves the right to make information concerning the Customer available in anonymised form. Furthermore, the Supplier has the right to hand over information about the Customer if required to do so by law, or if this is necessary in order to fulfil the Contract or in the event that handing over information is necessary in order to implement or apply general terms and conditions or to protect rights, property and security for ourselves or others.

26.5 If the Supplier passes on Customer information, this will be in accordance with a written agreement in which the recipient of the information agrees to safeguard the objective of this contract. The Supplier will only pass on Customer information to recipients within the EEA, if legislation allows or if the Customer gives his voluntary, express and informed consent.

26.6 If the Customer does not reserve against it, the Supplier can also publish the Customer's name, address and telephone number in telephone catalogues, directory enquiry services and for addressing purposes.

26.7 The Supplier will store information concerning the Customer after the expiry of the Contract, for the later renewal of subscriptions and for the purpose of sending information concerning the Supplier's products and services.

26.8 By subscribing to services from the Supplier, the Customer consents to the processing of personal information electronically for the stated purposes and also agrees to receive information and marketing material by e-mail. The Customer, at no extra charge, can opt out of marketing enquiries by contacting the Supplier.

26.9 The Supplier has a duty of non-disclosure in respect of third parties, concerning all information that the Supplier has obtained about the Customer, and his use of the service, unless consent is granted by the Customer, or is warranted in law or regulations, or as part of payment recovery, for which there is justifiable reason.

## 27. NOTIFICATIONS

27.1 The Customer is advised to provide the Supplier with his regular e-mail address and mobile telephone number and accepts that the Supplier may use these to notify the Customer of issues concerning the service and/or equipment encompassed in the Contract. If the Customer has not informed the Supplier of the e-mail address and mobile telephone number to which notifications are to be sent, the Supplier will send notifications to the e-mail address held by the Customer through the Contract with the Supplier.

## 28. DISPUTES

28.1 Any disputes concerning the Contract shall be attempted to be resolved by negotiations. If the parties cannot reach an agreement, the matter may be brought before the common courts. Disputes related to Internet and telephony; the Customer can choose to bring these before the Consumer Complaints Board for Electronic Communications. For further information, see: [www.brukerklagenemnda.no/](http://www.brukerklagenemnda.no/)

## SPECIAL TERMS AND CONDITIONS FOR TV AND MEDIA SERVICES

### 1. GENERAL

1.1 These special terms and conditions ("Special Terms") apply to contracts for TV and media services ("TV/media services") entered into by the licensor Altibox AS, org. no. 984 586 612, Breiflåtveien 18, 4018, Stavanger ("Altibox") and the Supplier as rights owner with private customers and collective customers (housing associations/collectives) on the premise that the TV/media services are for private use. The term "Customer" in these Special Terms and Conditions will refer to both Private Customers and Collective Customers.

1.2 The Special Terms and Conditions supplement the terms and conditions stated in the order form/order confirmation and the General Terms and Conditions for fibre and broadband services. In the event of a conflict, the Special Terms and Conditions for the TV/media services take precedence over those stated in the General Terms and Conditions.

1.3 The Customer agrees that the Special Terms and Conditions and other agreement documents can be made available to the Customer in electronic format.

### 2. TV/MEDIA SERVICES

2.1 The order form/order confirmation specifies the TV and media services that are encompassed in the parties' Agreement. If a Private Customer wishes to extend the TV/media services, additional services can be ordered. The order will be confirmed via an order confirmation.

2.2 If a lock-in period applies to TV/media services, this will be stated on the order form/order confirmation.

### 3. AUTHORISED EQUIPMENT

3.1 The Customer is given access to TV/media services via a set-top box connected to the home hub. In principle, Private Customers can use TV/media services on several TVs within the same household by leasing several set-top boxes that can be connected to the home hub.

3.2 In addition, the Customer is given access to certain TV/media services via authorised computer and software devices (PCs, Macs and handheld devices) that are authorised by the Supplier in accordance with the restrictions specified in the Special Terms and Conditions.

3.3 The Supplier does not accept liability for the loss of content stored on any storage devices (for example PVRs, handheld devices, etc.) as a result of faults in equipment and/or software. Stored content may also be deleted during repairs and software updates. Stored content from a TV channel may be unavailable from the point in time that the relevant TV channel is removed from the TV service encompassed in the agreement.

#### 4. QUALITY AND USE

4.1 The Supplier offers a varied range of TV/media services. No guarantee is offered in regard to the various TV/media services' content and composition for the duration of the Agreement. The Supplier can at any time change the design and functionality of the Supplier's TV portal and other applications accessible to the Customer. The Supplier may change the composition of channels and channel packages on giving 1 month's notice. The Supplier is free to change the available range of films and series without notice.

4.2 The image quality of TV channels, films and series will be in the quality in which they are obtained from the source. The quality of the individual TV channels has no correlation with the Internet speed subscribed to by the Customer.

4.3 The Supplier may be ordered to block access to TV/media services in the event that the broadcaster/programme Supplier/content provider does not hold the intellectual property rights required for broadcasting or distribution of the content to the Supplier's Customers. The Supplier shall inform the Customer of this issue as soon as possible. Such blocked access does not give Customers the right to claim compensation or replacement of any type.

4.4 The Supplier can elect to give a third party [content provider] the opportunity to offer TV/media services. If the Customer elects to purchase TV/media services from a content provider, the Customer is obliged to accept any special terms and conditions that may be imposed by the content provider. Information concerning any special terms and conditions will be given at the time of ordering. The service can be invoiced by the Supplier. Complaints regarding the service may be sent to the Supplier or directly to the content provider. The Customer has the right to bring the complaint before the Consumer Complaints Board for Electronic Communications (Brukerklagenemnda).

4.5 The Customer is responsible for his own and others' use of the TV/media services. Personal information and codes must be stored securely, and the Customer is responsible for all actions carried out using the Customer's personal information.

#### PART 2 – MEDIA SERVICES

##### 5. AGREEMENT REGARDING LEASE OR PURCHASE OF DIGITAL CONTENT

5.1 The Supplier can give Private Customers the opportunity to order streaming of digital content ("Lease") and/or purchase of digital content ("Purchase") with supply via the broadband network/Internet/mobile network. The scope of content offered via login via the Internet will not necessarily correspond with the products offered for viewing via TV. Information will be given regarding special price and supply terms and conditions for such services on placing an order.

5.2 The Customer's purchase of digital content and use of the services, including all types of streaming, download, storage and playback of digital content involve a reproduction that requires permission from the author and other rights holders. Before the Customer can be given such permission, the Customer must ensure that he reads and accepts the special terms and conditions for the services as stated below. On using the services, the Customer confirms that he has accepted the terms and conditions. If the Customer does not wish to accept the special terms and conditions for the services, the Customer does not have the right to use the services or the digital content.

5.3 The Customer does not have the right of cancellation when ordering Lease Services or Purchase Services. On ordering Lease Services or Purchase Services, digital content is supplied via electronic transfer that begins with the Customer's express consent. The Customer confirms that the right of cancellation is lost at that point in time that supply has started, in accordance with law no. 27 of 2014, Section 22 [n].

#### 6. ACCESS TO DIGITAL CONTENT

6.1 On the basis of a confirmed order and received payment for the purchase of digital content (Purchase), the Customer will be given the opportunity to download and to store a permanent digital copy on an authorised and registered handheld device of content such as films, graphics, music and other intellectual works ("Content") that various content providers ("Content Providers") have given Altibox and the Supplier the right to offer as part of their services.

6.2 With the limitations that otherwise apply according to the agreement, the Supplier will offer the Customer a download of the Content encompassed in a confirmed order for the purchase of digital content for a period of five [5] years from the point in time of the order confirmation.

6.3 The Supplier is not responsible for the Customer's access to any hardware or software that may be necessary in order to play the Content (including software, codes or other technical protection methods used by the Content Provider or other rights holders).

6.4 On the basis of a confirmed order and received payment for streaming of digital content (Lease), the Customer, for a specific time period, is given the opportunity to download a temporary digital copy of the Content that the Content Provider has given the Supplier permission to offer as part of his services.

#### 7. LICENSING AND RIGHTS

7.1 The Content is protected by Norwegian intellectual property legislation and corresponding laws in other countries, including the USA, and other legislation and international conventions pertaining to intellectual property rights. All rights to Content belong to the Content Providers. The Customer does not receive, under any circumstances, any ownership, rights or other interests to the Content from either the Supplier, Altibox, the Content Providers or the Content Provider's licensors.

7.2 By confirming an order for streaming of digital content, the Supplier gives the Customer a non-exclusive and non-transferable right to stream the Content for a specified time period for personal and non-commercial purposes.

7.3 By confirming an order for the purchase of digital content, the Supplier gives the Customer a non-exclusive and non-transferable right to stream the Content and to download and store the Content on a specified number of authorised and registered devices for personal and non-commercial purposes.

7.4 Supply of the Content does not impart any usage rights beyond that specified in items 6.1 or 6.2. All other rights to the Content belong to the Content Providers, their licensors and authors, and any other form of use is strictly prohibited.

#### 8. GENERAL LIMITATIONS FOR USE

8.1 The Customer has the right to use the Content (including download, storage and playing) only on authorised devices and software devices [PCs, Macs, handheld devices or set-top boxes]

8.2 The Customer does not have the right to copy, distribute, sell, lease, transfer or re-license the Content. The Customer must not attempt to circumvent, remove, deactivate, limit or in any other way prevent the effectiveness of any encryption, rights notification or other rights protection encompassed within or associated with the Content. The Customer does not have the right to edit, amend, translate or create derivative works or adaptations of the Content. Further, the Customer must not decompile, reproduce, reverse engineer, disassemble or in any other manner rebuild the data file in which the Content is stored, into any format that is readable by humans. The Customer does not have the right to duplicate or in any other manner reproduce (including, but not limited to "burning") the Content or any part of it, on any physical medium, memory or device, including but not limited to, CDs, DVDs, VCDs or other such media, including but not limited to computers or other hardware, or any other media that has been developed or may be subsequently developed.

8.3 The Customer does not have the right to stream, download or transfer the Content outside of Norwegian territory. The Supplier has the right to use location data (including IP addresses and other geo-filters) in order to control whether the Customer is streaming, downloading or transferring the Content outside of Norwegian territory, and can deny access to the service, if in the reasonable view of the Supplier, there is a risk of such unlawful use.

8.4 For Purchase Services, the following limitations apply:

- The Customer may not download and store Content on more than five [5] authorised devices.
- The Customer does not have the right to replace more than three [3] of the five [5] authorised devices used by the Customer for a user account within a period of ninety [90] days.
- A device cannot be authorised for more than one user account.

#### 9. LIMITATION OF LIABILITY

9.1 The Content is supplied "as is". All of the Content Providers and Content Providers' licensors expressly disclaim all guarantees and other conditions, both expressed, perceived and determined by law, including but not limited to, guarantees or premises regarding marketability, suitability for a particular purpose, satisfactory quality and the absence of a breach of other rights, also corresponding guarantees, conditions and regulations in legislation within other jurisdictions. Content Providers and Content Providers' licensors do not guarantee and do not express in any other manner that the Content will meet the Customer's requirements.

9.2 Altibox, the Supplier, Content Providers and the Content Providers' licensors shall not under any circumstances, including in the event of the Supplier's negligence, be held liable for any losses, damage claims, including direct or indirect losses, regardless of legal basis (damage compensation, contractual compensation or other) that may arise as a result of the use or absence of opportunity to use the services or Content, regardless of whether the Supplier, Content Provider or Content Provider's licensors have been made aware of the possibility of such losses.

## SPECIAL TERMS AND CONDITIONS FOR TV AND BROADBAND SERVICES

### 1. GENERAL

1.1 These special terms and conditions [Special terms] apply to access to Broadband Services as stated in the order form/order confirmation [hereafter Broadband Service], with private customers and collective customers [housing associations/collectives] on the premise that the Broadband Service will be utilised for private use. The term "Customer" in these Special Terms and Conditions will refer to both Private Customers and Collective Customers.

1.2 The Special Terms and Conditions supplement the terms and conditions stated in the order form/order confirmation and the General Terms and Conditions for fibre optic and broadband services. In the event of a conflict, the Special Terms and Conditions for Broadband Services take precedence over those stated in the General Terms and Conditions.

### 2. BROADBAND

2.1 The contract for broadband services provides customers with access to the Internet via an Ethernet interface in the home hub. An Ethernet card for the PC and installation of this is not included in the Broadband Service, obtaining these is the responsibility of the Customer. If the Customer wishes to connect several PCs, the Customer must install a switch or use wireless connection via the home hub.

2.2 The Customer will be allocated an IP address by the Supplier. The IP address is owned by the Supplier and is at the Customer's disposal in connection with the use of broadband services. The Supplier has the right to change the IP address when operational, traffic related, technical and/or public authority circumstances make it necessary.

2.3 The Customer is obliged to install software or a physical firewall that protects against unauthorised access or use of the Customer's or Supplier's equipment, software or information otherwise and to prevent the spread of viruses.

### 3. USE OF THE SERVICE

3.1 The Customer is obliged to adhere to common Internet rules and to ensure that no one uses the Broadband Service in conflict with the terms and conditions in the Contract. The Customer is also responsible for any unauthorised use of the access granted to the Customer.

3.2 The Customer does not have the right to utilise broadband services for unlawful purposes. The Broadband Service cannot be used to use, copy, distribute or in any other manner exploit information that is unlawful, that is not for the rightful use of the Customer, or information that the Customer has obtained by unlawful means.

3.3 The Broadband Service must not be used for port scanning, distribution of viruses, or any other broadcast of data and communication to the detriment of the Supplier or another user [including the distribution of spam and e-mail bombing].

3.4 The Customer is responsible for deleting e-mail messages so that there is adequate storage space. The Supplier does not take backup copies of the Customer's e-mails.

3.5 The Supplier has the right to reject or remove offensive or unsuitable e-mail addresses, or to change e-mail addresses if it is necessary for technical or commercial reasons.

3.6 The Supplier may offer the Customer access to third-party software via the Broadband Service. It is a premise for use of third-party software that the Customer accepts the relevant third party's licence and contractual terms and conditions.

### 4. QUALITY

4.1 It is an objective that the Customer, at all times, shall be offered the products' stated speed between the Customer's own PC and the Supplier's Broadband. As a certain part of the capacity is used for necessary control information, the effective speed may be somewhat lower. The transfer speed out to the Internet is outside the Supplier's control and customers must expect somewhat lower speed.

4.2 Various issues on the Customer side and with the Supplier can affect the speed provided. Read more about speed at: [www.altibox.no/hastighet](http://www.altibox.no/hastighet)

### 5. THE SERVICE INCLUDES

5.1 Unless otherwise agreed, the Broadband Service includes the following:

a) Capacity as stated in the order form b) IP address

5.2 The customers Internet capacity, on request from the Customer, can be increased during the lock-in period. An amendment will be in accordance with the current applicable price list.

## SPECIAL TERMS AND CONDITIONS FOR TELEPHONY SERVICES

### 1. GENERAL

1.1 These special terms and conditions [Special terms] apply to access to IP telephony services as stated in the order form/order confirmation [hereafter telephony service], with private customers and collective customers [housing associations/collectives] on the premise that the telephony service will be utilised for private use. The term "Customer" in these Special Terms and Conditions will refer to both Private Customers and Collective Customers.

1.2 The Special Terms and Conditions supplement the terms and conditions stated in the order form/order confirmation and the General Terms and Conditions for fibre optic and broadband services. In the event of a conflict, the Special Terms and Conditions for telephony services take precedence over those stated in the General Terms and Conditions.

### 2. TELEPHONY SERVICES

2.1 The contract for telephony services offers the Customer the opportunity to make and receive calls from their home telephone via the fibre optic broadband network, with the functions and performance associated with the telephony service. Further details of the scope and content of the individual telephony services is stated in the order form.

2.2 Access to telephony services is provided via an analogue connection in the home hub. The Supplier's telephony services require access to a power supply.

2.3 The telephone equipment and installation is not included in telephony services. Telephony services include the possibility of serial connections of up to 4 telephones.

2.4 Unless otherwise agreed, the Customer will have access to one telephone number.

2.5 Unless otherwise agreed, on entering into the Contract, the Supplier will allocate a new telephone number to the Customer. If the Customer wishes to transfer his existing telephone number to the supplier's telephony service, the Supplier can terminate the Customer subscription with the previous provider on behalf of the Customer and provide for a transfer of the telephone number. Power of authority to terminate a previous subscription and to transfer the telephone number must in such case be specified on the order form. Please note that any limitations in the agreement with the previous provider may mean that the Customer, for a certain period, runs the risk of having to pay for both his previous subscription and his new subscription to the telephony services. Existing telephone numbers cannot be transferred when ordering an unlisted telephone number.

2.6 Access to telephony services for use on other terminals than the telephone apparatus within and outside of the Customer's household is offered as an additional service, cf. separate price list. Additional services require an Internet connection and the installation of a special communications client [for example, Altibox LOOP] on the relevant terminal. The communication client cannot be installed on all terminals. The Supplier is not responsible for interruptions to the telephony services caused by an unstable Internet connection. Certain networks do not allow the use of VoIP in the network, which means that this additional service cannot be used. If a special communication client is used for emergency calls, the Customer's registered address will be transferred to the emergency services. The actual position of the emergency call will thereby not necessarily be transferred to the emergency services.

### 3. PRICE TERMS AND CONDITIONS, SPECIFIED INFORMATION ETC.

3.1 Monthly payments for telephony services include the following:

- a) 1 telephone number
- b) Call forwarding services c) Voice mail service
- d) Listing in the directory enquiries service

3.2 The Supplier determines prices for calls to home telephones and mobile networks, both domestic and overseas. The current applicable calculation methods and rates for the use of telephony services will be continually published by the Supplier. Reference is made to the regulations in the General Terms and Conditions regarding notification of price changes.

3.3 Unlisted numbers can be ordered as an additional service, which is chargeable in accordance with current price terms.

The Customer can obtain a specified overview of calls and usage data from the Supplier's website.



## **BARNE-, LIKESTILLINGS- OG INKLUDERINGSDEPARTEMENTET**

Skjema B (bokmål) side 1 av 2.

Dette skjemaet er obligatorisk ifølge forskrift om angreskjema av 27. februar 2001 fastsatt av Barne-, likestillings- og inkluderingsdepartementet med hjemmel i lov 21.12.2000 nr. 105 om opplysningsplikt og angrerett mv. ved fjernsalg og salg utenfor fast utsalgssted (angerettloven) § 10. Skal brukes ved fjernsalg og salg utenfor fast utsalgssted av tjenester med unntak for salg av finansielle tjenester.

### **DU HAR 14 DAGERS UBETINGET ANGRERETT**

Etter angerettloven kan forbrukeren gå fra avtalen uten å oppgi noen grunn innen 14 dager etter at de opplysninger som kreves med hjemmel i angerettloven kapittel 3 er mottatt på foreskrevne måte (se side 2 av dette skjemaet). Fristen løper ved fjernsalg uansett ut senest 3 måneder etter at avtalen ble inngått, eller 1 år dersom opplysning om angrerett ikke er gitt. Det er ingen tilsvarende frist ved salg utenfor fast utsalgssted.

Melding om bruk av angredden må gis til tjenesteyteren innen fristen, og kan gis på hvilken som helst måte. Du kan bruke dette skjemaet som skal være utfylt av tjenesteyteren som spesifisert nedenfor. Fristen anses overholdt dersom meldingen er avsendt innen fristens utløp, og du bør sørge for at dette kan dokumenteres.

#### **Skal være utfylt av tjenesteyteren:**

Tjenesteyterens navn \_\_\_\_\_

Tjenesteyterens adresse \_\_\_\_\_

Telefonnr. \_\_\_\_\_ E-postadresse \_\_\_\_\_

Kontrakt/ordre/bestilling nr. \_\_\_\_\_

om tjeneste \_\_\_\_\_

Avtalen ble inngått **Dato i best.skjema** (dato). Skjemaet er levert/sendt **Dato i best.skjema** (dato).

#### **Filles ut av forbrukeren:**

**OBS! Skjemaet skal ikke sendes til Barne-, likestillings- og inkluderingsdepartementet.**  
Skjemaet er mottatt \_\_\_\_\_ (dato). Jeg benytter meg av angredden.

Navn \_\_\_\_\_

Adresse \_\_\_\_\_

Telefonnr. \_\_\_\_\_ E-postadresse \_\_\_\_\_

Dato \_\_\_\_\_ Underskrift \_\_\_\_\_

## ANGREFRISTENS UTGANGSPUNKT

Opplysningene i henhold til angrerettloven kapittel 3 er mottatt på foreskreven måte når kravene i § 9 jf. § 7 er oppfylt og dette skjemaet er mottatt ferdig utfyld med de opplysningene tjenesteyteren skal fylle ut. Se utdrag fra §§ 9 og 7 nedenfor.

§ 9. Opplysningsplikt ved avtaleinngåelse ved avtaler om varer og andre tjenester enn finansielle tjenester

I forbindelse med inngåelse av en avtale skal forbrukeren motta følgende opplysninger skriftlig på et varig medium som forbrukeren råder over:

- a) opplysningene som nevnt i § 7 første ledd bokstav a-f
- b) vilkårene og framgangsmåten for, samt virkningen av å benytte angreretten
- c) opplysninger om eventuell ettersalgsservice og gjeldende garantivilkår
- d) vilkår for oppsigelse av avtalen dersom den er tidsbegrenset eller av mer enn ett års varighet
- e) bekreftelse av bestillingen.

Ved avtaler om tjenester skal opplysningene gis snarest mulig etter avtaleinngåelsen.

Opplysningene etter bokstav b-e skal uansett gis etter avtaleinngåelsen, selv om de er gitt på denne måten tidligere.

§ 7. Opplysningsplikt ved avtaler om varer og andre tjenester enn finansielle tjenester

Før det blir inngått en avtale skal forbrukeren motta opplysninger som forbrukeren har grunn til å regne med å få, herunder opplysninger som forbrukeren har krav på etter annen lovgivning.

Forbrukeren skal i alle fall ha opplysninger om:

- a) varens eller tjenestens viktigste egenskaper
- b) de totale kostnadene forbrukeren skal betale, inklusive alle avgifter og leveringskostnader, og spesifikasjon av de enkelte elementene i totalprisen
- c) om forbrukeren har rett til å gå fra avtalen (angrerett) eller ikke
- d) alle vesentlige avtalevilkår, herunder om betaling, levering eller annen oppfyllelse av avtalen samt om avtalens varighet når avtalen gjelder løpende ytelsjer
- e) selgerens eller tjenesteyterens navn og adresse
- f) tidsrommet tilbudet eller prisen er gyldig i

## OPPGJØR OG RETURKOSTNADER VED BRUK AV ANGRERETTEN

Hvis du benytter deg av angreretten skal du ha tilbake det du har betalt (alle kostnader som faktisk er belastet kunden). Dersom du har mottatt varer i forbindelse med tjenesteavtalen, skal disse returneres til tjenesteyteren.

Ved annet fjernsalg enn telefonsalg (f.eks. postordresalg, internetsalg og tv-shopping) kan det avtales at tjenesten påbegynnes før utløpet av angrefristen, med den virkning at du ved bruk av angreretten skal betale for den delen av tjenesten som er utført samt for medgåtte materialer. Slik påbegynnelse skal avtales særskilt. Påbegynnelse kan ikke skje før tjenesteyteren har gitt de opplysninger som kreves med hjemmel i angrerettloven kapittel 3 på foreskreven måte.

Eventuelle kostnader ved retur av varer skal bæres av tjenesteyteren dersom avtalen er inngått ved telefonsalg eller salg utenfor fast utsalgssted (f.eks. dørsalg, gatesalg, messesalg eller "homeparties"). **Dersom avtalen er inngått ved annet fjernsalg enn telefonsalg (f.eks. postordresalg, internetsalg og tv-shopping) må du bære returkostnadene selv, med mindre tjenesteyteren har misligholdt avtalen eller tjenesteyteren i henhold til avtalen har levert en erstatningsvare, fordi den bestilte varen ikke var tilgjengelig.**

## ANDRE OPPLYSNINGER

Angrerettloven griper ikke inn i rettigheter du har etter bl.a. håndverkertjenesteloven, hvis det skulle oppstå mangler eller forsinkelser. Forbrukerrådet kan veilede deg om disse reglene, tlf. 03737. Internettadresse: <http://forbrukerportalen.no>