

1. General .

1.1 These terms and conditions is annexed to the written agreement , the "Agreement" between the Client and PIN (PIN Sweden AB, corporate identity number 556265-0274) "PIN. Terms contains general provisions about the service or the services, hereafter named the "Service" provided by PIN in the Contract. For service can also apply special rules, hereafter named "Special Conditions", which is regulated in the Annex to the Agreement. Special Terms and Conditions take precedence over these general conditions in the interpretation and application of the Agreement. These terms and conditions also apply to ancillary services such as Customer and PIN agree on after the contract is concluded. Such supplementary services shall be considered part of the Service.

2. Equipment

2.1 Definitions. With the Customer Equipment means computers and other equipment that is owned, rented or leased by the Customer. With PINs Equipment referred to switches / routers, servers and other equipment that is owned, rented or leased by the PIN.

2.2 Customer's equipment. The customer's equipment shall upon exercise of the agreed services meet the currently applicable provisions under the applicable law and, if directed by PIN. Customer is solely responsible for errors or omissions in the Customer's equipment and has their own insurance.

2.3 PINs equipment. All equipment installed by PIN represents PINs equipment unless otherwise agreed. PINs equipment must be used for connection to PINs services. PINs equipment shall not, without PINs written consent, transferred, leased or otherwise get out of the Customer's possession. The customer is not entitled to without PINs written consent to do, alterations or additions regarding PINs equipment. Customer's right to avail PINs equipment is limited to the specific services and purposes specified in the Agreement.

2.4 If PINs equipment utilized by the customer on the site other than PINs own premises so shall PINs equipment be stored at the connection location at the customer's risk and expense. Customer is responsible for PINs equipment and insured against the risk that the customer is responsible. If PINs equipment is lost or damaged as a result of an event that Customer is responsible for, so is PIN entitled to compensation for replacement of equipment (new price) and remuneration for work, for example repair, removal and installation, according PINs at the prevailing rate.

3 Unauthorized access

3.1 Unauthorized access. Customer is required to comply with regulations PIN issues regarding security and privacy. Customer shall not under any circumstances attempt to gain unauthorized access to systems or files that contain monitoring information or other information that is not intended for the customer. Customer may not take part or to third parties pass on such information. Customer shall immediately notify PINs engineering department about the Customer notice or suspect that there is hacking into the Client or PINs system.

3.2 Undue use. The customer is obliged to ensure that the service is not subject to improper use. The unauthorized use of the service provided: use contrary to Swedish law, disclosure of information which may reasonably be deemed to be illegal or which is done in order to commit unlawful acts, to invite or allow another to commit unlawful acts , marketing via bulk mail to the e- addresses (spam) if the recipient does not have given their prior consent for this or any other conduct which causes considerable inconvenience for PIN, PINs system or PINs to other customers.

3.3 Penalties. PIN has the right to fully or partly suspend the service if the customer does not meet its obligations under 3.1 and 3.2 above. If the Customer, after due warning, does not immediately rectify, PIN also has the right to immediately terminate this Agreement. If such notice is given, PIN is also entitled to charge fees for its term. Customer shall also keep PIN harmless for any damage, including costs resulting from claims of third parties targeting PIN due the customer's breach of 3.1 and 3.2 above.

4 Assignment and further leasing

4.1 The Customer may not assign this Agreement or assign the use of the service or part of the service to third parties without written consent of PIN. PIN is entitled to in connection with a merger, reorganization or transfer of the business to transfer its rights and obligations under this Agreement. You may not assign this Agreement without PINs consent.

5 Fees

5.1 Fee for service is paid according to the agreement. In addition to the fee, the Customer shall pay VAT and any other government charges. The fee shall be made no later than 30 days after date of invoice. The customer is obliged to urgently notice PIN a defect in the invoice. Unless the customer complains against a invoice within 8 days from the invoice date, the Customer shall be deemed to have approved the invoice.

5.2 PIN is entitled to under the contract, change fee when changing the fee from Swedish or foreign subcontractor, changing foreign currency or tax or other similar circumstance beyond PINs control, that affect PINs costs for the service. Any change that increases to fixed monthly fees or variable charges shall be notified by PIN later than one month before the fee change takes effect. Changes to increase in fixed quarterly fees will be announced no later than three months before the fee change takes effect.

5.3 If the customer can not use the ordered / agreed service due to circumstances that can be attributed to him or circumstance beyond PIN's control shall not relieve the customer from the obligation to pay the applicable fees.

6. Delay in payment

6.1 Invoices shall be paid within 30 days from date of invoice. If payment is unfulfilled according to this agreement, gives PIN the right to charge the Customer reminder fees and collection costs according to law. PIN is also entitled to charge interest at two per cent per month on overdue and unpaid amount. If the Customer wholly or partially arrears more than 10 days after PIN sent the client a reminder, PIN has the right to immediately terminate the service. PIN also own retention right the customer's equipment that PIN has in its possession, if the Customer doesn't fulfill his obligations. PIN isn't either during or after the contract period required to without sufficient security to return the customer's equipment until the customer regulated overdue unpaid invoices.

7. Operation and maintenance

7.1 Unless specific conditions of service, wich includes specific provisions on PINs commitments related to operation and maintenance, PIN provides support by phone through PINs support department during the times indicated on PINs website www.pin.se. PIN has the power to reduce the opening hours before major holidays and bridging days. The customer is responsible to assist PIN for maintenance and troubleshooting that require intervention or interaction with the customer's equipment. If the error relates to the customer's operations or equipment PIN reserves the right to charge the customer for troubleshooting at current rate.

7.2 Scheduled Maintenance shall so far, be carried out between 22:00 to 2:00 a.m., but can also be performed at other times. PIN also has the right to shut down the net to remedy or prevent errors without notice if PIN deems it to be necessary.

8. Disclaimer

8.1 PIN is responsible for damage caused to customer through neglect, with following restrictions below.

8.2 A party is entitled to compensation for direct damage caused by the other party, or any party for which the other party is responsible due to negligence. A party is not entitled to compensation for indirect damages, such as lost earnings, or other consequential damages. Parties responsibility is on for each full calendar year, limited to an amount equivalent to fifteen (15) percent of the annual fixed fee attributable to the Agreement.

8.3 Notwithstanding the provisions of paragraph 8.2 above PIN is not responsible for damage incurred by the Customer as a result of the content in the data or other information transmitted through the use of the Service, nor is PIN responsible for damage caused by computer viruses or similar, delay, corruption or loss of data or for the Customer's liability in damages to third parties. Notwithstanding paragraph 8.2, the Customer shall keep PIN indemnified for any claim by a third party directed against PIN on the grounds that the Customer wrongly used the Service or because the customer supplied or provided data or other materials with the use of the Service in violation of this Agreement.

9. Force Majeure

9.1 PIN shall be exempt from reduction of charges and other penalties if PIN is prevented to comply with the agreement, if the Customer is materially adversely affected by circumstance that PIN could not reasonably control or predict. So even if delivery delays due to, among other things, that contractors think there is frost, copper deficiency or equipment supply etc.. Force majeure is no cause for termination of contracts.

10 Limitation of Liability

10.1 The Customer shall ensure that the client has the necessary protection against hacking and backup procedures in the customer equipment and the customer's system. PIN is not responsible for the client's additional expenses, loss and damage suffered by the customer due to unauthorized intrusion by the client system access to scramble, uses or destroys information.

11. Privacy

The Parties undertake not to disclose to third parties any information received from a party other party and which are considered to be the other party's trade secret or otherwise confidential. The Parties shall also take appropriate measures to prevent such information disclosed to third parties by employees.

12. Agreement period

12.1 The duration specified in the Agreement, is counted from the date of delivery of the service (Service Entry). Delivery date is specified on the first invoice or, if appropriate, in order confirmation from PIN. After the contract term ends, the agreement continues to be a ongoing contract without further notice.

13. Termination of Agreement

13.1 If the Agreement is wholly or partially terminated, automatically terminates all rights for the client to subsequently use the service and the part of the service ceased. When the service ends, the customer must, within 15 days return Pins equipment in the customer's possession. Not Returned equipment, will be billed with corresponding value (new price) to the Customer.

13.2 Termination. The notice must be sent in writing by mail, fax or email. Termination is always confirmed by PIN within a week to ensure that we receive the serving. If the customer does not receive the confirmation is not received the notice and therefore invalid. All services and contracts must be terminated separately.

13.3 Notice of termination.

For contracts with annual invoicing should cancellation occur two (2) months prior to the billing period's end and can not take place during bonded contract period, otherwise the agreement will run for another year. For contracts with quarterly and monthly billing notice period is three (3) months and termination can not occur during bound term.

14. Entry into force.

14.1 These Terms and Conditions shall apply from 1 January 2012 and replaces the pre-existing conditions. Existing General Conditions of existing contracts are replaced with these Terms and Conditions in connection with the entry into force of the new contract, contracts for new services or in connection with changes, upgrades, etc.

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