

ACNS GENERAL TERMS AND CONDITIONS FOR GSM SUBSCRIPTIONS VALID FROM 5TH APRIL 2006.

1. Definitions

- 1.1 "The Agreement" refers to (i) the Mobile Telephone Agreement between the Customer and ACN, (ii), these General Terms and Conditions, (iii) the current service description, as well as (iv) the valid rate sheet at the time.
- 1.2 "ACN" refers to ACN Norge AS.
- 1.3 "Price List" refers to ACN's valid price list at the time.
- 1.4 "GSM network" refers to the GSM network that ACN has at its disposal.
- 1.5 "Telecom messages" refers to signals for sound, text, image or data that can be transferred via the GSM network.
- 1.6 "Price" refers to the prices and/or tariffs valid for the service according to the valid price list at the time.
- 1.7 "Service Description" refers to the current service description for the services in question, published by ACN.

2. General

- 2.1 The subscriber is entitled to use the GSM network to transfer telecom messages in accordance with the terms and conditions stated in the agreement. Because of the construction of the GSM network, certain equipment and some services cannot be used everywhere in the network. The subscriber is entitled to use the GSM network of other telecom operators to the extent that is evident in the current cooperation agreement with another telecom operator.
 - 2.2 The subscriber will receive a SIM-card, which after activation will give the subscriber access to ACN's services using the GSM network. ACN is, and will remain, the owner of the SIM-card. It is the subscriber's responsibility to carefully handle the card so that it can't be used in an unauthorised way. The subscriber is liable for all costs that arise when the SIM-card is used in a careless way or is used by an unauthorised person. The subscriber is liable for barring a lost SIM-card. The subscriber is also responsible for denying access to the PIN and/or PUK code to any unauthorised person.
 - 2.3 ACN will allocate a subscription number (phone number) to the subscriber for connection to the GSM network. ACN has the right to change the allocated subscription number should it be necessary for technical, maintenance or operational reasons. The subscriber will in this case be notified in an appropriate and timely manner.
 - 2.4 The subscriber is liable for the equipment that he/she is using in the GSM network. Connection to the GSM network cannot be used in a way that causes inconvenience for ACN or any other party. Only equipment that is approved by the Norwegian Post and Telecommunication Authority or that can be connected to another public telecom network can be connected to the GSM network. The subscriber must immediately disconnect any equipment that disturbs the telecom traffic.
 - 2.5 The subscriber must, if requested by ACN, give ACN the possibility to investigate the equipment connected to the GSM network, if the investigation is motivated by disturbances in the telecom network, or if there is reason to believe that the equipment has been connected in conflict with paragraph 2.4.
 - 2.6 After ACN has received a notification that the SIM-card is lost, the subscriber is no longer liable for paying fees for telecom messages that are charged to the subscription for the period following this notification. However, the subscriber's payment liability for the fixed costs concerning the subscription remains unchanged.
 - 2.7 ACN will, in connection with the operation of its business, process data such as traffic information that concerns certain telecom messages (e.g. technical information, call duration, used telecom network, etc.), and information about the subscriber (e.g. name, telephone number, personal/organisation number, address, etc.). ACN will, as liable for personal data, process these data for the following purposes: enable ACN to fulfill its obligation in accordance with the subscriber's agreement with ACN and agreements with 3rd parties, administration and performance of the subscriber's agreement relationship with ACN, to carry out obligations that ACN is given according to the law or other regulation and for number enquiry. Transfer of personal data can occur to countries within the EU and countries outside the EU. The information can be distributed via a terminal, via a medium for automatic data processing or in any other way. The subscriber is entitled to receive information from ACN regarding the process of the personal data that concerns him/her. The subscriber is also entitled to contact ACN to correct wrong information. The subscriber agrees to the process described above when accepting these general conditions.
ACN may hand out information about the subscriber's name, address, subscription number or other information that concerns the subscriber. Distribution and/or usage of personal data for marketing purposes will only occur if the subscriber has given his/her consent. If the subscriber has given such a consent, will ACN, have the right to use automatic systems for distance communication that are not served by any private person, such as fax machines, SMS and e-mail, and other methods for individual communication where a distance is involved. A subscriber who has consented to distribution and/or use of personal data for marketing purposes, retains at all time the right to withdraw his or her consent.
 - 2.8 These general terms and conditions apply if nothing else is clearly stated on the Mobile Telephone Agreement, the product specific terms given in the current service descriptions for each service, as well as the current rate sheet. In case of disagreements, the Mobile Telephone Agreement has precedence.
 - 2.9 Any amendments to this General Terms and Conditions must be agreed in writing by the parties to be valid. In this connection, any unilateral amendments by the subscriber to the application form and/or these General Terms and Conditions will not be deemed to have been agreed by the parties. The representative is not authorised to amend the agreement with the subscriber on behalf of ACN.
- ## 3. The Mobile Telephone Agreement
- 3.1 ACN reserves the right to perform a credit check, which for example means that credit information can be collected, and an application rejected as a result of the credit check.
 - 3.2 ACN has the right to demand that the subscriber, within the stated timeframe, carries out his/her obligations according to the subscription agreement.

- 3.3 The subscriber shall provide ACN with an address to which ACN can send phone bills and other correspondence. Items of mail will be regarded as received at the latest 7 days after it has been sent to this address.
 - 3.4 The subscriber is not allowed to transfer the agreement or change the subscription number without ACN's written consent. A customary credit check will be performed on the person that wishes to take over the subscription. Both the transfer request and approval of credit check must be done in writing. ACN can, however, transfer the agreement without the subscriber's consent.
 - 3.5 No transfer will be approved until the subscriber has settled all debts to ACN. The retiring subscriber is liable for payment of all costs and obligations that arise before the transfer. The joining subscriber is liable for payment of costs and obligations that arise after the transfer.
 - 3.6 The subscriber must notify ACN in writing of any changes to the subscriber's contact information such as postal address and banking details. The subscriber is liable for ACN being in hold of the correct information about the subscriber. If ACN credits an amount to the customer, ACN may deposit such amount directly on the customer's account. ACN will inform the customer of the reason of such crediting.
- ## 4. Payment liability and fees
- 4.1 The subscriber is liable for paying compensation for received telecom services, in accordance to the rate sheet that is valid at the time. The payments can concern connection to and usage of the GSM network as well as ordered telecom services. ACN reserves the right to change the rate sheet.
 - 4.2 If the subscriber exceeds a set credit amount, the subscriber is responsible to immediately pay the outstanding amount should ACN request this. The credit amount is set individually for each subscriber and subscription. ACN reserves the right to change the credit amount if necessary after a credit check.
 - 4.3 For certain subscription types, a periodic fee exists (fixed fee of which a certain amount is included for calls, or a fixed fee where the amount must be used for phone calls within a set timeframe). The subscriber has no right to be reimbursed for the periodic fee.
 - 4.4 By overdue payment, ACN is entitled to charge a dunning fee plus compensation for additional debt collection costs in accordance with the law. ACN has, according to the penalty interest law, the right to receive interest on overdue payments.
 - 4.5 The amount that the subscriber will pay to ACN is stated on a phone bill. The phone bill is due for payment on the date that is stated on the phone bill under forfallsdato (due date).
 - 4.6 The phone bill shall be paid in Norwegian currency to the account number that is stated on the phone bill. The payment is considered made when the money has arrived on ACN's account.
 - 4.7 If the phone bill is paid with another payment method than via ACN's payment slips, the invoice number must be referenced. If the invoice number is not mentioned, the payment is considered made when ACN has had reasonable time to match the payment with the invoice. Reasonable time is normally one month after the money has arrived on the account.
 - 4.8 The subscriber can use ACN's Services abroad if ACN or ACN's subcontractor has entered into roaming agreements in the relevant country. Calls made by the subscriber in Norway may in certain cases be transmitted via a foreign mobile network so that the call will be charged at foreign rates. The subscriber's use of ACN's Services abroad is subject to the terms and rates applicable to the foreign operator.
 - 4.9 If the subscriber claims that the phone bill is incorrect, this must be communicated to ACN as soon as possible, and in an appropriate way. If this does not happen within reasonable time, the subscriber loses his/her right to object to the invoice. Reasonable time is, unless special circumstances occur, one month after the phone bill's due date.
 - 4.10 If the subscriber, within reasonable time according to paragraph 4.9, and on an impartial basis, objects to the phone bill, ACN will grant a deferment of payment until the dispute is solved. An amount that is not contested must, however, be paid on the stated due date at the latest. Interest on overdue payments will, in accordance with the law of interest on overdue payments, be added to the amount that the subscriber will pay.
 - 4.11 ACN reserves the right to contract billing of this customer to a third party. The customer will pay to the account stated on invoice.
- ## 5. Deductions
- 5.1 If the connection has not been used due to an error in the GSM network that makes a connection impossible, the subscriber is entitled to receive a deduction from his/her phone bill. The deduction will be in relation to the duration of the error, starting when ACN receives notification of the error. The deduction will be made from the part of the subscription price, which according to the agreement should have been paid at the same time. The amount must exceed NOK 25 in order for the subscriber to be entitled a deduction.
 - 5.2 According to paragraph 5.1, the subscriber is not entitled to a deduction if the error is caused by circumstances mentioned in paragraph 7.4 or caused by the subscriber.
 - 5.3 A request for deduction shall be submitted to ACN within reasonable time, otherwise the subscriber will lose his/her right to a deduction. Reasonable time is normally two months after the error has been repaired.
- ## 6. Compensation
- 6.1 The subscriber is entitled to compensation for damage that is caused by ACN or by anyone that ACN is responsible for, within the limitations that are stated in section 7.
 - 6.2 If equipment has been connected in conflict with paragraph 2.4, or the subscriber is in breach with the agreement in any other way, the subscriber is responsible for damages caused by this connection. This also applies for registered equipment that interferes with the telecom traffic, and that the subscriber has, despite requested to do so, neglected to disconnect. The subscriber is however not liable if he/she can prove that he/she has not been careless.
 - 6.3 If a request for compensation is not submitted within reasonable time after the damage has been discovered,

- or should have been discovered, the subscriber's right to compensation is forfeited. Reasonable time is normally two months.
 - 6.4 ACN is not liable to compensate damage that has occurred when the usage of the GSM network has been hindered or complicated after a measure has been taken for technical, maintenance or operational reasons. Such measures must be implemented without any delay and in such a way that interruptions are minimal.
- ## 7. Restriction of liability
- 7.1 For damage that is caused by
 - interrupted or incorrect telecom connection
 - absent, delayed, disturbed or incorrect telecom message
 - Incorrect data regarding name, number, address or other identification, compensation will be paid only for expenses that are caused by the damage directly. There will be no compensation for indirect damage, i.e. lost profit, reduced production or turnover, obstacles to fulfill obligations towards third parties or forfeited benefits from this agreement.
 - 7.2 ACN's responsibility for damages is, in accordance to the agreement, limited to NOK 20000.
 - 7.3 The limited liability does not apply for cases of serious carelessness.
 - 7.4 If ACN is prevented from carrying out this agreement for circumstances beyond ACN's control and which ACN could not have expected when entering the agreement, and therefore could not have foreseen its consequences nor avoided them, this should be reason for release, which leads to postponing the set time for fulfilling the agreement. Examples of this is: war, riots, revolts or similar events, strike, terrorism, sabotage, damages, fire, stroke of lightning, natural disasters, authorities' measure, power cut, or other similar circumstances. If ACN's sub-suppliers are prevented from delivering because of the above-mentioned circumstances, this will also result in a postponed time for performance.
- ## 8. Closing of connection
- 8.1 ACN can, until further notice, close a subscriber's connection for outgoing as well as incoming messages if:
 - a) Reasonable measures that ACN has required for connection of the subscriber's equipment, have not been taken within a stated timeframe,
 - b) amount that exceeds paragraph 4.2 or 4.3 has not been paid according to ACN's request,
 - c) paid periodic fee has been used,
 - d) equipment has been connected in conflict with paragraph 2.4,
 - e) a measure that has been requested by ACN to rectify interruptions or inconveniences, according to paragraph 2.4, has not been taken,
 - f) ACN has not been given the opportunity to investigate equipment according to paragraph 2.5,
 - g) the phone bill has not been paid within the stated timeframe, despite a reminder. However, the subscription cannot be closed on this basis if the payment only concerns an amount that will be negotiated,
 - h) the subscriber becomes insolvent,
 - i) the subscriber is in considerable breach with the agreement,
 - j) loss of SIM-card has been reported in accordance with paragraph 2.6,
 - k) the subscriber does not carry out his/her undertaking according to paragraph 3.2.
 - 8.2 If the conditions for closing no longer exist, the connection will, for a charge, be opened if the subscriber requests this in writing.
- ## 9. Cancellation of the Mobile Telephone Agreement
- 9.1 The subscriber has, in accordance with the Act on Distance Contracts and Door to Door Sales, the right to a 14-day cancellation period from the day the subscriber received the terms and conditions of the agreement, the price list and a regret form. A subscriber, who wishes to use the right to repent a sale of service, must notify ACN before the end of the cancellation period.
 - 9.2 For as long as the connection has been closed, according to paragraph 8.1 (items a to k), ACN has the right to cancel the agreement with effect from one month after the disconnection. ACN has the right to cancel the agreement with a two months notice period if ACN no longer will provide the service. Cancellation must be done in writing.
 - 9.3 The subscriber has the right to cancel the agreement at any time. The agreement will end immediately after the cancellation or at a later point in time decided by the subscriber. In the latter case, the subscriber can choose to close the agreement. We would however like to make the subscriber aware of the fact that he/she will remain liable for payments of, for example, the fixed subscription fee during this time. Cancellation must be submitted in writing.
 - 9.4 When a subscription is cancelled, the subscriber's rights to use the GSM network and the services that are connected to it are forfeited. Paid subscription fee concerning the time after the subscription stops will not be compensated to the subscriber. The subscriber is liable to pay the subscription fee in full for a month that has begun regardless of when the subscription ends.
- ## 10. Changes in agreement and dispute
- 10.1 ACN reserves the right to change the terms and conditions of this agreement in order to satisfy demands from any new legislation, regulations and guidelines, authority's decisions, co-operation with network owners or other operators, or demands for licenses or similar. ACN reserves the right to do minor adjustments, which can be regarded as reasonable, without prior written notice. Rates or fees for subscriptions or calling rates that apply for the different subscription forms and services can be changed at the earliest one month after the message announcing the change has been made public. Other prices and fees can always be changed by introducing the change in the price list.
 - 10.2 Dispute concerning interpretation of this agreement shall be settled by a Norwegian court of law and in accordance with Norwegian legal framework.