



Terms and Conditions

WIFIJKPG

Valid from 2013-04-01

The following terms and conditions represent the agreement between Junet and you regarding Junet's wireless internet access service solution WIFIJKPG. The terms are a translation of the Swedish "Allmänna villkor WIFIJKPG" from the same date and, in case the two differs, the Swedish version is considered the valid one.

I. GENERAL

I.1. INTRODUCTION

The provider of the wireless internet access service solution (the "WIFIJKPG") is Junet AB ("Junet"), organisation number 556677-5911, Gjuterigatan 9, 55318 Jönköping. Further information about Junet can be found on www.junet.se. The WIFIJKPG is based on two (2) components: 1. The wireless internet access service (the "Service") and 2. The physical network (the "Network"). Further information about WIFIJKPG can be found on www.wifijkpg.se (the "Website").

The account holder, the "Customer" or "you", is the person responsible for the acts and omissions whilst using the Service. It is this person who enters the agreement, the "Contract", with Junet regarding the Service and is the person who will receive notices about changes to the Service, to the WIFIJKPG or to the Contract.

I.2. THE CONTRACT

The Contract between Junet and you, regarding the Service, consists of the following parts:

1. These Terms and Conditions;
2. The registration form you filled in to register for the Service offered by the WIFIJKPG (the "Order");
3. Any special terms for the Service and/or WIFIJKPG described on the Website in relation to your Order;
4. Junet's order confirmation of your Order;
5. Current price list

You order the Service by filling in and submitting the Order. The Contract should be considered valid when Junet has confirmed the Order on screen, by Text Message (SMS), by email or when Junet has begun supplying the Service without such confirmation.

In case of a purchase of a voucher (physical or electronical) for the Service from Junet or any of Junet's resellers the Contract is entered when you have paid for and received the voucher.

I.3. NOTIFICATIONS

The Customer must ensure that all contact information given to Junet in regards of the Service should be correct. Junet uses this information to contact you, if needed, about the service or to send for example confirmations, messages or invoices (the "Notification").

At the time of registration you shall submit the postal address, the email address or the mobile phone number to which you wish that Junet sends the above mentioned Notifications.

If Junet has sent a Notification to any of the given address or mobile phone number the message will be considered delivered seven (7) days after the sending unless it is considered probable that the message has arrived later.

As part of this Contract you are obliged to notify Junet of any change in your contact information as well as to check incoming email, text messages and mail on a regular basis.

I.4. CUSTOMER SERVICE AND SUPPORT

Junet's Customer Support is available at www.junet.se, kontakt@junet.se or by phone to +46 36 299 29 10. Junet's address is Junet AB, Gjuterigatan 9, 55318 Jönköping.

2. THE SERVICE

2.1. SERVICES

The WIFIJKPG solution offers has the following basic services:

1. The Free Wireless Internet Access Service (see clause 2.3)
2. The Pre-Paid Wireless Internet Access Service (optional, see clause 2.4)

The Free Wireless Internet Access Service and The Pre-Paid Wireless Internet Access Service are referenced as the "Service".

The Pre-Paid Wireless Internet Access Service also includes vouchers.

Terms and conditions common to all Services are specified in clause 2.2. Technical information about devices are specified in clause 2.5. Information about the wireless name is in clause 2.6.

2.2. COMMON TERMS AND CONDITIONS

The Service provides internet access when you are in the vicinity of the Network's hotspots ("Access Point"). For information about the Network's wireless coverage see the Website.

The Service is a wireless data service which allows you to access the internet. To connect to the Service you need to sign-in to the Service using a Device (see clause 2.5).

The Service is intended for email, instant messaging, browsing the internet and using apps. For more information about acceptable use please see clause 7.1-7.2.

The Network used to supply the Service has certain limitations regarding capacity and it can therefore be difficult to access the Service at certain times. The Service's availability and quality could also be affected by other circumstances outside Junet's control, including but not limited to internet connection disturbances and payment gateway problems. The speed and connection quality of the Service is also very dependant of the distance from your device to the Access Point and the power and quality of your device's internal network equipment. Junet can therefore not guarantee any service level on the Service.

The Network's Access Points may be changed, replaced and withdrawn at any time. Although Junet intends to extend the Network in WIFIJKPG over time, you agree that there is no obligation on the part of Junet to provide and maintain the Service at a particular location and that Junet will be unable to provide you with information about changes to the Network (including the withdrawal of access points). The Network has certain Access Points that are season based and these zones do not operate all year round. Please see the Website for more information about available dates of operation at these Access Points.

Junet offer only the Service as a wireless internet access and can not guarantee that your connection to the Network/the Service is safe or that the data transmitted over the Network or the internet is correct, reliable or complete. Junet can not guarantee that the data is unaltered or delivered in time. You should always protect the Device using necessary firewalls and anti-virus software. If you need a secure communication please use hardware that enables you to use an encrypted connection.

2.3. THE FREE WIRELESS INTERNET ACCESS SERVICE

You may register for and access the Service for free (the "Free Service"), with a daily time limit of two (2) hours. The daily time limit will be reset at 24.00 every day.

You must not misuse the Service by registering or using multiple accounts to gain access to the Free Service and you agree that such a misuse constitutes a violation of this Contract and will lead to instant inactivation of your accounts.

2.4. THE PRE-PAID WIRELESS INTERNET ACCESS SERVICE

Junet provides an optional pre-paid Service ("PREPAY Service") for increased access to the Service.

The purchase price and the relevant access period for PREPAY Service is as stated in the online order page on our Website at the time of the purchase.

In order to purchase PREPAY Services you must fill in your details on the Order and check that all details are correct before clicking the submit button. Once submitted, Junet will confirm your transaction details on screen and will also



send a receipt of your order by email.

When purchasing a PREPAY Service you are offering to buy this Service at the price stated in the Order. Junet reserves the right to change the price of such Service at any time. Clause 3.2 contains more information about your rights when such a change is to be made.

If you have problems with your order, please contact Junet (see clause 14 for contact information).

Access to PREPAY Services will terminate automatically at the expiry of the relevant period for which access was purchased according to the Order.

2.5. DEVICES (TECHNICAL INFORMATION)

You will be able to access the Service using a registered device ("Device") that is able to use the IEEE 802.11 suite of standards and that meet any minimum hardware, system or software requirements for the Network as posted on the Website. The use, speed and quality of the Service is dependant upon the proper working of your Devices.

New or altered Services could require an upgrade of your Devices in order for them to work properly. Any costs associated with such an upgrade are your responsibility.

No Device is included in the Service.

2.6. THE NAME OF THE WIRELESS NETWORK

The Service will be provided under the name ("SSID") wifikpg. This name could however be changed from time to time without prior notice, in that case we will notify you about the new name via the Website.

2.7. TRANSFER

This Contract is personal to you. You may not transfer your rights or obligations under this Contract to anyone else.

3. COMPENSATION AND PAYMENT TERMS

3.1. FEES

Junet does not charge any fees for the Free Service. For the PREPAY Service the fee consists of the number of daily charges (the "Credits" or "Days") specified in the Order.

Payment can be made by debit and credit cards or other payment methods provided by PayPal. You are responsible for ensuring that the credit or debit card used, or other means of payment, has the necessary coverage and that the card or the account used belongs to you.

You are responsible for all charges incurred when accessing any chargeable service while using the Service and for all activities that occur on the Service using your username and password.

3.2. CHANGE OF FEES

Changes to the purchase price may be made at any time and without notice.

Credits already paid will not be affected by a price change.

3.3. PAYMENT TERMS

Fees related to the purchase of Credits for the PREPAY Service must be paid at the time of Order unless Junet approves a credit.

If payment is delayed, Junet is entitled to interest under the the Swedish law Rântelagen as well as regulated reminder and collection fees and any other statutory charges. Junet also has the right to charge an invoice fee.

Junet has the right to suspend the Service until full payment has been made in accordance with the terms of clause 8. You are not exempt from payment during the period of suspension and Junet reserves the right to charge you for any reconnection costs.

If you believe the charge is incorrect, you can submit a dispute within three (3) months after the charge occurred. If not, your right to object is considered overdue.

4. PERSONAL INFORMATION

4.1. PROCESSING OF PERSONAL INFORMATION

Junet gathers certain personal information ("Personal Data") about you when you register as a user, when you buy additional access, when you leave other information to Junet, when you visit the Website and when you use the Service.

The Personal Data gathered includes, but is not limited to, your name; email

address; postal address; personal number (also known as social security number); technical information about your Device; date, time and place for connection and disconnection; invoice information; payment information including debit and credit card information and other information that you leave to us.

Junet processes and stores your Personal Data in order to register orders; to administer Services and payments; to fulfil Junets obligations according to this Contract; to improve the Service; to manage the Security; to handle customer support and to fulfil laws and regulations.

By entering the Contract you give Junet your consent to the above processing of Personal Data.

Junet will not sell Personal Data to third parties.

If needed, to fulfil laws and regulations, Junet may capture and analyze information and data sent or received through the Service.

4.2. PRIVACY

Junet is obliged to observe secrecy with regard to all and any Personal Data, with the exception of information that is already considered to be public, unless otherwise agreed. Confidentiality does not apply when Junet is required by law to disclose information. Confidentiality shall survive termination of the Contract. Junet has the right to disclose any information about you in cases where there is a suspicion that you has committed crimes and the police or other authorities are requesting this information.

4.3. WITHDRAWAL OF CONSENT

You may at any time withdraw your consent to the processing of Personal Data in clause 4.1 by notifying Junet. You should be aware that Junet then reserves the right to terminate the Contract.

You are, however, always entitled to revoke your consent to Junet's processing of Personal Data in order to perform direct marketing by sending us note in writing (by post or email). Such a withdrawal does not give Junet any rights to terminate the Contract.

4.4. RECEIVE INFORMATION ABOUT WHAT PERSONAL INFORMATION JUNET PROCESSES

Once per calendar year you have a right to receive information about what Personal Data regarding yourself that Junet processes, the purposes of the processing and the recipients or categories of recipients to whom the data is disclosed (if any).

You also have a right to request correction of any incorrect Personal Data processed by Junet.

5. OPERATION AND ERROR REPORTING

Junet is responsible for any faults and errors in the Service that results in the Service does not meet the agreed specifications. Junet is not responsible for:

- Minor faults and errors that are irrelevant for the Service's intended use;
- That reasonably can not be considered an inconvenience for you or;
- Is outside of Junet's control.

Junet may, at any time, modify, restrict, suspend or temporarily stop your access to the Service in order to test the operation of the Service or to carry out maintenance, repair, enhancement or emergency work and you consent that Junet may do so. These minor stops, as well as minor unscheduled and unplanned stops under normal operation, do not give you a right of compensation or repayment. If other stops occur you have the right to get a reduction of the payed fee. You must notify Junet as soon as possible (see clause 1.4 for contact information). You have a right to receive a compensation for the period the stop or error is affecting the Service with the period starting at the time of reporting the error. The reduction depends on the Service and to what extent the error has affected the Service.

6. LIMITATIONS OF RESPONSABILITY

Junet will not be liable under this Contract to you for:

- Any defect in use of any Device used to access the Service;
- Any use made of the Service nor for any content which is accessed, sent or received using the Service, nor for any charges incurred with any third party or for any transactions entered into when using the Service, unless caused by us;
- Use of Devices to access any other internet service;
- The act of suspending or terminating access to the Service in accordance with the terms of this Contract;

- Any damage caused by your use of the Service, us, or any of our respective officers, employees, sub-contractors or agents in circumstances where there is no breach of a contractual obligation or legal duty or such damage is not a probable result of any such breach;
- Any damage caused by us, or any of our respective officers, employees, sub-contractors or agents to the extent that such loss or damage is a result from any breach by you of these terms and conditions;
- The security of any data you transmit using the Service;
- The accuracy, completeness, availability or timeliness of any information obtained via the Internet when using the Service;
- Any loss or damage caused by viruses or unauthorised use of, or attempts to access, the Service or by your Devices; or
- Any loss or corruption of data, or any loss of business, contracts, profits, anticipated savings, reputation, or revenue.

7. ACCEPTABLE USE OF SERVICE

7.1. YOUR RIGHT TO USE THE SERVICE

The Service is for personal use and for lawful purposes only. The Service is NOT intended for the following usage:

1. For commercial or business purpose including, but not limited to, reselling or enabling access to the Service to third party.
2. To use the Service in such a manner that considerable inconvenience occurs for Junet or third party including but not limited to: A. To send spam or viruses. B. To send and receive large amounts of data. C. To spread material or information that could be considered illegal (e.g. child-pornography), defamatory or constitutes harassment towards ethnic groups.
3. Usage that violates any law, statutes or regulation that are in force at the time of usage.
4. Usage that violates any clause in this Contract.

7.2. YOUR RESPONSIBILITIES AND OBLIGATIONS

You are responsible for all activities, materials and/or data originating from the Devices and/or networks you have connected to the Service. You must immediately disconnect any Device that violates this Contract.

You are responsible for the security and proper care of your username and password and must not disclose these to anyone in accordance with this Contract. If you know, or suspect, that your username and/or password has been compromised, or if you suspect or become aware of any other breach of security of the Service has occurred, you must immediately contact Junet. Please see clause 1.4 for contact information.

You may not use the Service to obtain unauthorised access to or use data, systems or networks belonging to Junet or any third party including attempts to probe, scan or test vulnerabilities of a system or network. You may not use the Service to send, receive, store, distribute, transmit, post, upload or download any materials that are designed to violate the Network security or any third party's system or network security.

You agree to indemnify Junet against all losses, liabilities, costs (including legal costs) and expenses which Junet may occur as a result of third party claims against us arising from, or in connection with, your misuse of the Service and breach of this Contract.

Junet may require you to reimburse Junet for any reasonable and foreseeable losses, costs and expenses which we incur as a direct result of the misuse of the Service by you.

8. RIGHT OF WITHDRAWAL, TERMINATION OF SERVICE M.M.

8.1. TERM AND TERMINATION

This Contract starts when you indicate your acceptance of the terms and conditions of the Contract. This Contract shall continue until terminated in a way set out in this Contract.

You can discontinue using the Service at any time, if nothing else is stated in the Order, and notify us of the termination of this Contract. The Contract will terminate fourteen (14) working days from the date the notice was served. The notice of termination shall be made in writing or by email.

Notwithstanding any other clause in this Contract, Junet may end your access to the Service at any time by giving you 14 working days notice in writing (by post or by email).

8.2. YOUR RIGHT OF WITHDRAWAL

You have the right to cancel your Order within 14 days from the time of Order in accordance to the Swedish Distansavtalslagen (2000:274), provided that you have not used the Service. Notice of cancellation under the rules in the Distansavtalslag must be communicated to Junet by phone, by email or by post. See clause 1.4 for contact information.

The fees subtracted from your account will be repaid within 30 days from the time the notice of cancellation arrived at Junet.

8.3. JUNET'S RIGHT TO TERMINATE THE SERVICE OR THE CANCELLATION OF THE CONTRACT

Junet may, at our discretion, immediately suspend the Service or terminate the Contract if:

- You breach any term or condition of this Contract;
- We consider that you have committed or may be committing any fraudulent activity against us or against any other person or organisation through your use of the Service;
- You do not, despite reminders, pay overdue fees;
- You are acting contrary to what is stated in clause 7 or otherwise clearly misused the Service;
- Junet has reasonable grounds to suspect criminal activity, preparations for such activity and/or violations of applicable laws and regulations. Junet retains the right, without notice and without any liability, either physically or via a network connection, via servers or other devices in Junet's infrastructure, or via its subcontractors or partners, to take the necessary measures to prevent the distribution of information which is unlawful, or used unlawfully and/or stop the activities that are, or are about to be, the offense. Junet's right above includes the authority to disclose data or information to government authorities;
- Junet's authority to operate as a public communications provider is suspended for any reason.

8.4. JUNET'S RIGHT TO IMMEDIATELY TERMINATE THE SERVICE

Junet has the right to terminate the Contract with immediate effect if you file for or become bankrupt, enters into negotiations on debt restructuring or it can otherwise reasonably be assumed that you will not be able to pay your debts as and when they fall due.

8.5. RESTART OF SERVICE AFTER CORRECTION

In case of suspension according to clause 8.3 you may re-access the Service as soon as you have made necessary corrections. Junet reserves the right to terminate the Contract if several suspensions have occurred. Junet reserves the right to charge an administrative fee for the extra work incurred in accordance with the applicable tariff.

The customer is not released from liability during the period of suspension.

9. CHANGES

9.1. CHANGES TO THE SERVICE

Junet reserves the right to upgrade or otherwise make changes to the Service or the Network in accordance with Junet's development plan. Junet shall, to the extent it can be assumed that a change will be significant for your use of the Service, notify you of any impending changes in a reasonable time before the change is implemented. If a change causes no small inconvenience to the you, you shall be entitled to, subject to a minimum of 14 days' notice, terminate the Contract until the date on which the change takes effect. You shall be deemed to have accepted the amendment if you have used the changed service after the change.

Junet may amend this Contract and if we do we will notify you, including by way of a notice posted on the Website (you should check the Website regularly for updates). Use of the Service following the amendment to this Contract in accordance with the notice posted on the Website indicates that you accept the changes. If you do not like any changes that we make then you should stop using the Service and/or terminate this Contract.

9.2. MINOR CHANGES

Junet may, at any time, make modifications to the Contract or the Service that is of trivial importance for you. Such a change takes immediate effect and Junet has no obligation to inform you about the change before it becomes valid.

10. OTHER

10.1. TRANSFER OF RIGHTS AND PLEDGING

This Contract is personal to you. You may not transfer your rights or obligations under this Contract to anyone else, and no third party is entitled to benefit under this Contract

10.2. FORCE MAJEURE

Junet is not liable for any delay or failure by us to provide any element of the Service or part of it where such delay or failure is caused by events outside Junet's reasonable control. Matters outside our reasonable control include (but are not limited to) severe weather conditions, epidemic, civil disorder, terrorist activity, war, government action, or legislation requiring licensing of the formerly unregulated spectrum used by elements of the Service, errors in City Lan networks or other operators networks, the limit supply of transportation, goods or energy or the delay in service delivery by sub-contractors according to the same events.

10.3. DISPUTE

The Contract is governed by Swedish law. A dispute in the interpretation or application of the Contract should primarily be solved by an agreement between the parties. Secondly, the dispute might be tried by the Allmänna reklamationsnämnden (the "ARN"), whose decision is a recommendation to the parties how to solve the dispute, if ARN is authorized to pass judgement in the area concerned by the dispute. Junet commit to ARN's recommendation. Thirdly, if neither of the other two paths have resolved the dispute, the dispute shall be settled by a Swedish court under Swedish law.

