



Global Network Solution

Terms and Conditions 2006-10-05

§ 1 General

1.1 These general conditions apply as of October 5, 2006 and replace the previous general conditions. These terms and conditions dictate the relationship between the competent natural person and legal entity (Customer) and the Global Network Solutions (GNS).

§ 2 The Agreement

2.1 The Agreement is deemed concluded when the Customer has made ordering the service or goods and GNS has confirmed and approved the order. GNS reserves the right to make a customary credit in respect of the Customer.

2.2 The Customer shall be deemed to have made a purchase of goods / services;

1. By filling in a special order form which is sent to GNS by mail, or
2. By Customer orders goods / services; electronically on the website (www.gns.se), by email, mail or
3. As the Customer orally ordering goods / services or otherwise by the Customer is otherwise involved in special agreement with GNS.

2.3 These terms and conditions are invariably an integral part of the contract between the parties. In cases where the agreements, or contract associated attachments, are specific contractual provisions that deviate from these terms and conditions, the specific terms of the contract shall take precedence over the general.

2.4 The agreement is valid from the date the agreement is signed by both parties, or if the order has been approved and confirmed by GNS, or otherwise at the time the service has been opened for use if it occurs earlier. The agreement applies thereafter until further notice period of three (3) calendar months. The notice period begins to run from next month shift after the termination.

2.5 Terminations must be GNS provided in writing.

§ 3 Service

3.1 The Service is provided in accordance with what was agreed in writing or otherwise regulated by the General Conditions or the Annexes thereto. GNS reserves the right to add to, delete or change the services agreed upon at any time and from time to time provided that the additions or changes do not cause significant inconvenience to the Customer.

3.2 The Customer shall be notified no later than one (1) month before or by GNS indicated the change or changes take effect if the change is to the disadvantage of the Customer. This can be done through appropriation of the website. The Customer has the right to terminate the contract provided



that the change is not insignificant or else if it causes the Customer significant inconvenience. The denunciation takes effect from the change comes into force.

3.3 The Customer is not entitled to any other remedies at GNS changes than as specified in this paragraph.

3.4 GNS reserves the right at any time from time to time change the software and hardware and / or install new releases and versions of the GNS services provided.

§ 4 Operation and maintenance

4.1 GNS agrees to after being notified promptly initiate corrective maintenance of outages or other traffic obstruction wrong. Error notification shall be made to support, via email or telephone preferably between 09: 00-18: 00th GNS can not be held liable for any breakdowns which is wholly or partly attributable to the Customer, for the errors that are beyond the GNS control or for errors relating to the GNS subcontractors or suppliers.

4.2 In the event of failure wholly or partly attributable to the Customer or other person for whom the Customer is responsible owns GNS entitled to compensation from the Customer. GNS has in these cases the right to charge the Customer for work performed according to the prevailing price list.

4.5 GNS will perform routine maintenance and service of Hosting Site / Server, hotel and related equipment. On such occasions reserves the GNS right to temporarily suspend the provision of the Service and to restrict access to the Internet / Website. Interruption that occurs for scheduled maintenance is not intended as downtime. In a comprehensive measure the Customer shall be informed before action is taken.

§ 5 Availability

5.1 GNS guarantee an average uptime of 99.7%.

5.2 Refunds can take place when the agreed bandwidth to the Customer's servers not have been available under the guaranteed uptime of the error lies within the GNS control and outage does not relate to planned maintenance as outlined above. Shorter service interruptions may occur during normal operation and causes no right to compensation or remuneration.

5.3 Repayment occurs after the Customer has submitted request in writing and that GNS has investigated and found that the conditions for entitlement to repayment exists. Written requests for refunds must be received by the GNS later than thirty (30) days after the restoration of the current outage, otherwise expire the Customer is entitled to compensation. Customer is not entitled to make other remedies the lack of guaranteed uptime / availability than specified in this paragraph.

5.4 Refunds are made by refunding the Customer's monthly fee in proportion to the duration of the disturbance or interruption lasted. The Customer is only entitled to compensation through a deduction on next bill. For more detailed regulation of this refers to the currently applicable Service Level Agreement (SLA), which is published on the website.

§ 6 Liability



6.1 GNS is responsible for providing the service as agreed; fulfill their obligations under applicable laws and regulations and to perform the service in a professional manner

6.2 The Customer undertakes to use the Service in accordance with what has been agreed and applicable laws, rules and regulations, as well as to timely pay overdue fees.

6.3 It is the responsibility of the Customer to ensure that third parties do not own the right to remove or alter the Customer's assets from the supplier's place of business in accordance with agreed terms.

6.4 The Customer is not entitled to use the resources or otherwise attempt to gain unauthorized access to the GNS hardware or software, systems or other data that is not intended for the Customer.

6.5 The Customer is in relation to the GNS solely responsible for the information pertaining to a Customer's use of the Service or to anyone that the Customer is responsible, who has been transferred to or handled within service

1. Does not constitute infringement of third party rights or otherwise conflict with applicable legislation

2. Is considered to be offensive, insulting and / or unethical

3. Can damage GNS or another.

Violation of any of the above points have GNS right to immediately prevent further dissemination of information in the service and / or continued use of the service. GNS reserves the right from time to time to assess whether information or other data deemed offensive, abusive and / or unethical.

6.6 GNS has the right to inspect any information transmitted or submitted to the service in order to fulfill the above right. The Customer must provide GNS everything counsel for the implementation of such an investigation.

6.7 The Customer is in relation to the GNS solely responsible for the information, products and / or services provided by the Customer via the Internet.

6.8 You are responsible for having previously secured the necessary permits are valid for both the goods and services that you provide as well as to accept responsibility, sharing, and / or storing information except in accordance with applicable law.

6.9 Customer shall ensure that unauthorized persons can share passwords and comparable information by storing the / it in a safe manner.

§ 7. Fees

7.1 Fees paid according to GNS at each current price list for the service, unless otherwise agreed. All charges are calculated in US Dollars and exclusive of statutory value added tax (VAT). Charges may consist of variable, fixed or recurring charges.

7.2 Do not have fixed price expressly agreed owns GNS right to continuously adjust the price. GNS is always entitled to immediately raise fees if the increase is attributable to changes in exchange rates or other circumstances beyond the GNS control and which affects the cost of the contracted service.



7.3 GNS reserves the right to fee increase. Increased charges shall be communicated in writing to the Customer at least thirty (30) days in advance. This can be done by letter, fax, email or through the appropriation of GNS websites. Fee reductions need not be notified to the Customer in advance.

7.4 Unless otherwise agreed, admits herein by Customer to GNS owns the right to charge fees when the service is ready to run or such earlier date when the Customer started using the service.

7.5 In the event that GNS has exercised its right under § 8.3 and switched off the Customer service still remains Customer's obligation to pay if fixed charges.

§ 8 Payment

8.1 Unless otherwise agreed, variable charges billed monthly in arrears and fixed fees monthly in advance. The invoice shall be deemed received by the Client no later than five (5) working days after the invoice shipped to the Customer address stated.

8.2 The Customer shall pay to the account and before the due date specified in the invoice. Payment shall be deemed to have been completed when the payment is GNS provided.

8.3 If full payment is not made within ten (10) days after the reminder sent to the Customer owns the GNS the right to immediately terminate the contractual services until full payment is made.

8.4 Have service shut down under § 9.3, a special connection fee for opening the Service.

8.5 If payment is an annual interest payment of fifteen (15) percent from the due date until paid in full. GNS is also entitled to charge the statutory reminder fees and any collection fees.

8.6 If the Customer has not taken advantage of commissioned service due to delay or circumstance attributable to the Customer, this would release the Client from the obligation to pay.

8.7 If the Customer changes billing address shall promptly notified in writing of GNS.

8.8 If there is reason to fear that the Customer can not be assumed to fulfill their obligations to the GNS has the right to terminate this Agreement with immediate effect. Instead of canceling the agreement, GNS may request that the Customer provides security for the fulfillment of their obligations to the GNS. With security services ordered, an amount equal to the payment of regular and fixed charges at least three (3) months in advance is required, which is deducted in arrears against actual costs. If the Customer is unable or refuses to provide such security, GNS can terminate the Agreement with immediate effect.

8.9 The Customer shall promptly notify the GNS if an invoice is considered improper. This is not done within a reasonable time (15 days after the invoice date), the Customer loses the right to object to the bill.

§ 9 Domain Names

9.1 GNS conveys domain name registration domain name registrar for the desired TLD. GNS is not responsible for the registrar's actions and is not responsible for the desired domain name forwarded become registered.



9.2 GNS is not responsible for any losses or damages incurred as a result of that domain name not being registered.

§ 10 Intellectual Property Rights

10.1 All intellectual property rights to the equipment, software, manuals or other property and information provided by GNS, are, and remain, property of GNS or its licensors. The Customer has, by agreement, a limited, non-exclusive and non-transferable right to use the software that is made available to the Customer for his use of ordered services.

10.2 The Customer is not entitled to duplicating, reproducing or copying supplied software.

§ 11 The risk of loss and / or adulteration of mediated information

11.1 GNS is not liable for loss or corruption of information communicated electronically through the service.

11.2 GNS is not required to do the backup of the information transferred from the Client to the GNS unless specifically agreed otherwise.

§ 12 Liability

12.1 GNS is only liable for direct damages caused by the negligence of GNS or any person GNS responsible.

12.2 GNS responsibility for the service does not cover defects which are of minor importance for the service intended use or not involving other than minor inconvenience to the Customer.

12.3 GNS is not responsible in any circumstances for indirect damages such as lost profits or benefits, reduced productivity / production or other business losses that Customer may make. Nor shall GNS be responsible for third party damage, obstructions for the Customer to fulfill commitment to a third party, nor any other damage which could not reasonably have been foreseen by GNS.

12.4 The Customer shall hold the GNS harmless from claims against GNS from third parties as a result of information the Customer is responsible under § 6th

12.5 GNS not responsible for any lost information or for the inaccuracy of information as a result of unauthorized third party intrusion into the GNS computer resources.

12.6 GNS liability is limited to a maximum of SEK 5,000 per claim.

§ 13 Cancellation Basics

13.1 If a party is guilty of breach of contract and not the remedy within twenty (20) days after written notice given by the other party, taking the latter the right to immediately in writing to terminate the agreement.

13.2 A party is always right to immediately terminate the Agreement if the other party stopped payments, if they are in liquidation, gone bankrupt or show other clear signs of insolvency.

§ 14 Force Majeure



The parties are exempt from penalty if the fulfillment of certain covenant prevented or materially adversely affected by circumstances that a party could not reasonably have control or predict. As liberating circumstances referred to, inter alia, industrial dispute, war, lightning, fire, adverse weather conditions, accident, authority or other public regulation, government intervention, seizures, lack of transport, energy or other similar circumstances. If a Force Majeure situation occurs, the party concerned is announced.

§ 15 Transfer of agreement

Customer's assignment of the contract may only be made after written approval from GNS. GNS is always entitled to transfer claims against the Customer arising under the contract and to assign the Agreement in connection with a merger, acquisition or other restructuring of GNS business.

§ 16 Confidentiality

The Parties undertake to outsiders not to disclose such information to any party received and are considered to be trade secrets or otherwise confidential. The Parties shall also take all necessary measures to prevent such information disseminated or disclosed to third parties by employees of either party or any other party who is responsible.

§ 17 Amendment of Terms

17.1 These terms and conditions are valid from October 4, 2006 and thereafter until further notice. Changes in the GNS general conditions shall be announced at least one (1) month's notice.

17.2 If any changes are detrimental to the Customer, the Customer is entitled to terminate the Agreement with effect from the date the change becomes effective. Such termination shall be in writing and, by agreement transmit ring comes into force.

§ 18 Right of withdrawal (only for consumers)

18.1 Period for withdrawal

In the event that the Customer is a consumer under Swedish law takes him right to withdraw from the contract provided the Customer notifies the GNS thereof within fourteen (14) days of the conclusion of the contract (withdrawal period).

18.2 Exemptions from the withdrawal period

In the event the client (consumer) agree to GNS begin deployment of the service during the withdrawal period, ie, within the above fourteen (14) days, do not apply to the withdrawal period. Customer hereby understands that if the service operational or performance has begun with the consumer's consent, or the consumer has begun to use the service during the withdrawal period expires the right of withdrawal indicated in 18.1 above.

§ 19 Consequences of termination of the agreement

When the contract expires expires also the Customer's right to use GNS services. During the period of



notice, the Customer is obliged to promptly return / uninstall it by GNS possibly supplied software for the service, and to confirm in writing that this has been done.

§ 20 Dispute

20.1 Any dispute concerning the Agreement, its implementation and interpretation shall be settled by a Swedish court with the Stockholm District Court. The examination shall be done under Swedish law.

20.2 Notwithstanding the foregoing, GNS has a right to bring proceedings before a court or other public enforcement service in respect of unpaid claims for contractual services.

