

PUBLIC OFFER

GENERAL PROVISIONS AND CONDITIONS OF ELECTRONIC COMMUNICATIONS AND OTHER RELATED SERVICES

1. Subject

- 1.1. These Terms and Conditions set forth the general terms and conditions for the provision of public electronic communications networks and other related services by “Telecom Armenia» Closed Joint-Stock Company (hereinafter referred to as the "Operator") (hereinafter referred to as the Terms) to public (physical entity, any organizational type of legal entity).
- 1.2. These Terms are set by the Operator and are considered to be a public offer (offer) for concluding a Subscription Agreement for the provision of electronic communications and other related services (hereinafter referred to as "Services").
- 1.3. The subscription offer of any service provided by the Operator is considered accepted (approved) from the moment of activating the Services, and from that moment on, the Offer and the Terms, together with the terms of the tariff plan preferred by the Subscriber, constitute an obligatory agreement for the performance concluded between Operator and Subscriber (hereinafter referred as “Agreement”).
- 1.4. Without contradicting to other provisions, these Terms are at the same time the public offer for agreeing the terms of the contracts previously concluded by the Operator with the Subscriber on the same subject as from April 12, 2021. In case of no written objection to the Terms before the mentioned date and in case of no request to terminate the previously concluded contract, these Terms will be considered fully accepted by the Subscriber if the Subscriber continues to use the Services after the mentioned date.

2. Services provided

- 2.1. Within the framework of this offer, the following services are provided by the Operator, which are included, but are not limited to the mentioned list. The description of the provided Services, features and tariffs (price list) are published on the Operator's website www.telecomarmenia.am, as well as they are available in the Operator's Sales and Customer Care Offices.
 - Fixed communication services
 - Mobile communication services
 - Broadband internet access service,
 - Video call service (videocall),
 - TV service (IP TV, OTT),
 - Data Transfer Service (DATA),
 - Value Added Service (VAS)
 - Freephone service
 - Short messages service (SMS),
 - Video on Demand (VOD),
 - Secure internet, WiFi provision / activation service,
 - Provision of additional equipment and installation service,
 - Other telecommunications services.
- 2.2. Terms other than these Terms may be established for services provided to a network attached to public authorities.
- 2.3. Application for subscription to the Services (if any, also its attachments) submitted by the Customer (hereinafter referred to as the Application) in compliance with all the terms of the Terms, hereinafter

referred to as these Terms, Additional Agreements, Special Terms for certain Services (hereinafter referred to as Special Terms), published service tariffs (Price list) together with the Tariff Plan / Package, Service Offer Description (hereinafter referred to as Offer Description), Personal Data Processing Policy, as well as the Procedures and Rules (hereinafter referred to as the Procedures/Rules) for the use of each Service set by the Operator (hereinafter referred to as the Procedures/ Rules) are an Agreement concluded between the Subscriber and the Operator, hereinafter referred to as the Subscription Agreement:

- 2.4. In case of any discrepancies or inconsistencies between the mentioned documents, the provisions of the relevant documents shall apply with the following priority: Application, Special Terms, these Terms, Contract and Tariffs (Price List), Tariff Plan, Offer Description, Procedures / Rules.
- 2.5. The Subscriber can also accept this public offer electronically. The procedure and features of electronic subscription are published on the Operator's website www.telecomarmenia.am.

3. Definitions

- 3.1. Operator - "Telecom Armenia" Closed Joint-Stock Company, providing public electronic communication and other related services in the Republic of Armenia on the basis of licenses and permissions issued by the Public Services Regulatory Committee of the Republic of Armenia.
- 3.2. Public electronic communication services and other related services - Services provided by the Operator which include, but are not limited to the list in paragraph 2.1 of these Terms and Conditions, including "Television services provided by an audiovisual media / television service company, information about which is available on the website www.telecomarmenia.am. The description of the services, features and tariffs (price list) are published on the Operator's website and are presented in the Sales and Customer Care Offices.
- 3.3. Operator Network or Network - transmission system and, as appropriate, also switching / disconnecting or directing equipment" and other resources, which allow the transmission of signals by fiber optic and/or other types of cable (hereinafter referred to as the Fixed Network), radio, optical or other electromagnetic means, including satellite network (hereinafter referred to as the Mobile Network).
- 3.4. Network Access Area - the address (territory of the Republic of Armenia) where the services provided by the Operator's Fixed Network are technically available.
- 3.5. Network Coverage - a geographical area / territory where (within which) there is a technical possibility to use the Operator's Mobile Communication Services.
- 3.6. Detailed information on the applied technologies and services used in the areas mentioned in points 3.4 u 3.5 of these Terms is available on the Company's website at www.telecomarmenia.am :
- 3.7. Personal page - the subscriber's personal page / domain through the Internet site, through which the Subscriber is able to make changes related to the subscription, which are defined by the Operator, as well as to get acquainted with the changes related to the provision of Services.
- 3.8. Sales and Customer Care Office(s): specialized service center(s) for customer care and equipment sale offered by the Operator.
- 3.9. Customer Care Center - a specialized unit of the Operator, where, by calling and applying, the Subscriber can get information about the Services provided, accrued fees, additional services provided, as well as the reasons for the restriction / suspension (termination) of the Services, if necessary receiving technical assistance to make defined and permissible changes in the Subscription Agreement, etc.
- 3.10. Subscriber - You or any person with whom a Subscription Agreement has been signed.
- 3.11. Corporate Subscribers – commercial and non-commercial organizations, individual entrepreneurs.
- 3.12. Telephonization Area: an apartment / house or an area used for such a purpose where the Subscriber wishes to receive the Service(s) provided by the Operator's Fixed Network.

- 3.13. Billing system - an automated system, through which the type, volume, value of the Services provided to the Subscriber is registered, the accounts are formed, the Subscribers' debts are calculated, the received payments are presented and the summary results are submitted.
- 3.14. Account - an analytical settlement register in the billing system, which is used to record the volume of Services provided to the Subscriber during the settlement period and the payments charged for them.
- 3.15. Settlement period - a calendar month during which the services were provided to the Subscriber.
- 3.16. Billing Day - the first day of the month following the settlement period, when the amount already paid or payable by the Subscriber for the Services provided to the Subscriber during the settlement period is summed up, the invoice is submitted (it is one day in the month).
- 3.17. Application - a written document in a form defined by the Operator (on accepting these Terms in full, unconditionally, subscribing to the Services provided in accordance with them) signed (concluded) by the Subscriber (the latter's authorized person).
- 3.18. BAN (billing account number) - a combination of numbers used in the Billing System to identify the Subscriber, which is also considered the subscriber agreement number.
- 3.19. Password - a combination of letters, symbols, and / or numbers specified by the Subscriber to access certain types of Services, such as access to the Personal Page, used to identify the Subscriber.
- 3.20. Tariff plan - announced type of Service set by the Operator, which defines the name of the Service, features, terms of delivery and other information.
- 3.21. Tariff Package(s) - packages of additional minutes, internet MB, short messages and other services with a certain validity period, which can be used without the need to change the current Tariff Plan.
- 3.22. Service Package(s) - a Service that includes several different Services and is calculated under one name and value (price).
- 3.23. Telephone Number - a number provided to the Operator from the RA numbering plan, and in case of using mobile telephony and Number Portability also a number from the numerical resources of another operator providing electronic communication services for the call provided to the Subscriber, which enables the identification of the Equipment connected to the Network.
- 3.24. Number Portability Service - a service that allows the Subscriber using the Mobile Service to change the mobile operator while maintaining the mobile number assigned to him / her.
- 3.25. Traffic (mobile volume) - aggregation of electronic information units, which includes voice and short messages (SMS), signals and other data transmitted through electronic communication networks.
- 3.26. Device - a device or devices provided to the Subscriber with the right of use by the Operator for the provision of Services provided by the Fixed Network with its accessories and cable(s).
- 3.27. Equipment (s) - technical means (tablet, modem, mobile phone, etc.) compatible with the Operator mobile network and SIM card and devices through which the Subscriber can use the Services provided by the Mobile Network.
- 3.28. SIM Card - Subscriber Identification Module, which together with the Subscriber Device provides access to the Operator Mobile Network and Communication Services.
- 3.29. Identification data - Your (Subscriber's) name, surname, date, month and year of birth, ID data and number, password (if available), SIM Card number, recent operations (payment, Balance top-up, Service activation, etc.) and other similar data used separately or together in accordance with the Procedure established by the Operator.
- 3.30. Maintenance work - activities to ensure the proper and continuous provision of the Services by the Operator, such as upgrading, restoring, repairing, updating, expanding, replacing, maintaining, strengthening, rearranging, as well as repairing faults, defects and malfunctions or other similar activities.

4. Subscription, Subscription Agreement, Powers of the Subscriber Representative

- 4.1. These Conditions are deemed to be fully and unconditionally accepted by you from the moment you submit the Application personally or notarized, or submission to the Sales and Service Office and / or to an employee authorized to sell the Services on behalf of the Operator, by your representative acting on the basis of notarized powers of attorney (unless otherwise provided for by the Operator).
- 4.2. In order to sign a Subscriber's Agreement, you must also submit the documents required by the Operator, which confirm your identity, address, legal entity, organization without legal entity status or individual entrepreneur, state registration or registration data, in case of concluding a Subscription Agreement through a representative. Notarized power of attorney and identity documents of the authorized person, in case of fixed communication services the address of the area where the Device should be installed and the Services provided, a copy of the document certifying your right and / or other documents (including original) and data (hereinafter referred to as Required Documents).
- 4.3. In the Application, the Subscriber selects the List of Services and / or the Tariff Plans / Packages, according to the terms of which the Subscriber wishes to receive the Services.
- 4.4. The types of services, descriptions, features and tariffs of the Services offered by the Operator, as well as all the information related to the Services are defined by the Operator and are available to you free of charge on the Operator's website, in the Sales and Customer Care Offices.
- 4.5. Depending on the specifics of the provided Service, the Operator may set other conditions for the person or groups of persons who submitted the Application to use such Services, which will be fixed in the Offer Description and / or the Contract to be concluded.
- 4.6. The forms of applications for concluding / terminating a Subscription Agreement, making changes and additions to it, as well as providing other additional services and the content are defined by the Operator and in case you do not comply with them the Operator has the right not to accept them and /or not to process them.
- 4.7. Some materials or documents which are published and are available on the Operator's website, are not provided to you in hard copy unless you request them.
- 4.8. In cases defined by the Operator, the Subscription to the Services may be carried out for a probationary period defined by the Subscription Agreement. A trial period is provided to test the Service, in particular to determine if it meets your needs, if there is Network Coverage and Service in places where you generally plan to use the Service. In case of non-termination of the Subscription Agreement during the probationary period, it is considered that the Service complies with the Subscription Agreement, the terms offered, the description provided, as well as with your needs and requirements.
- 4.9. After the expiration of the probationary period, the termination of the Subscription Agreement is carried out on the general grounds established for the refusal from the this Service.
- 4.10. The Operator has the right to refuse to sign the Subscription Agreement and / or to provide access to the Services or some of them and / or to unilaterally refuse to fulfill the Subscription Agreement, considering the Subscription Agreement terminated by notifying the Subscriber within 10 (ten) days by the means preferred by the Operator (telephone network, short message, posting on the Internet, mass media) in case of at least one of the following grounds:
 - 4.10.1. The area is outside the Network Access Area or is within the Network Access Area, but there are no technical facilities for the Services provision (for example, the number of cables in that area / building is exhausted, the authorized body does not allow cables to be installed in the building or necessary infrastructures (manholes, pillars, etc.) for installing cables in the Subscriber's building are not available.
 - 4.10.2. before the end of the process of detecting the former Devices installed in the Area,
 - 4.10.3. The required Services are already provided by the Operator within the framework of another Subscription Agreement in the Area,
 - 4.10.4. The Subscriber has any unfulfilled obligation(s) to the Operator under the previously concluded agreement with the Operator or has violated the requirements of the Subscription Agreement;

- 4.10.5. The Subscriber, having previously used the Services or promotional offers suggested by the Operator, has committed fraud or abuse (including termination of the Subscription Agreement by the Operator on the basis of delay on the part of the Subscriber, etc.).
 - 4.10.6. The required documents were not submitted in the form defined by the Operator, the Application and/ or other necessary information,
 - 4.10.7. There are falsifications or incorrect data in the documents or information submitted by the Subscriber,
 - 4.10.8. The person applying to subscribe to the Service is considered an unreliable debtor or does not meet the solvency requirements or other similar requirements set by the Operator for the Service;
 - 4.10.9. The territory on which the services of the fixed network are to be provided, according to the Operator, is or serves as a territory used or acting as the actual place of business of any legal entity and / or private entrepreneur and / or used by an individual for profit or implementation other economic activity.
 - 4.10.10. The Area Owner and / or the co-owner has applied to the Operator to terminate the Services provision in the Area (through Fixed Network).
 - 4.11. In order to provide certain Services, the Operator may refuse to sign Subscription Agreement or may submit additional requirements for its conclusion, including requiring means of fulfilling the obligations, if for example the Subscriber has an obligation to remain Operator's Subscriber for a certain period, the applicant has no permanent residence, is not registered in the territory of the Republic of Armenia, is not a citizen of the Republic of Armenia or does not have the relevant residence status in the Republic of Armenia and / or in other cases provided for by the Operator.
 - 4.12. Prior to concluding a Subscription Agreement, providing access to the Services or any part thereof, selling equipment or setting or changing the cash limit, the Operator reserves the right to verify your solvency in any manner not prohibited by law, including requesting additional documents substantiating the information by making appropriate inquiries and / or requiring additional ensuring measures.
 - 4.13. The Operator has the right to limit the number of Devices, Equipment and SIM Cards or Services provided to each Subscriber.
 - 4.14. By contacting the Customer Service Center by call or other means of communication, passing through the Subscriber Identification Stage, the Subscriber may make such changes to the Subscription Agreement that are considered permitted by the Operator.
 - 4.15. In certain cases, the Operator, under the conditions mentioned in this point, may make proposals by telephone available to the Subscriber. In the mentioned cases, no written document is signed between the Operator and Subscriber, and the confirmation (proof) that the changes in the Subscription Agreement have been made by the Subscriber is the first payment made by the Subscriber.
 - 4.16. In case of termination or invalidity of the document authorizing the Subscriber (your representative) to act on behalf of your Subscriber and on your behalf, you must immediately notify the Operator. Prior to notifying the Operator of such a change, the Operator's actions aiming to fulfill the requirements of your representative and the resulting obligations are deemed lawful and performed on your behalf.
- Number renaming, Number portability to another Operator Network or signing a new Subscription Agreement, receiving calls detelizations, as well as as in case of number of other transactions defined by the Operator, your representative must submit only the original of the power of attorney equal to the power of attorney certified by a notary.
- 4.17. If after concluding the Subscription Agreement it turns out that the address of the Area mentioned by you does not correspond to the database of addresses in the Operator Billing System (taken from the Real Estate Cadastre Committee under the Government of the Republic of Armenia and is regularly updated), the Operator has the right to unilaterally amend the Area Address mentioned in the Subscription Agreement.

5. Services

- 5.1. You choose the Subscription type, Tariff Plan and/ or Services at the moment of subscription according to your wishes and requirements.
- 5.2. The Operator is entitled to (unilaterally) change the Service Tariff, Tariff Plan / Package and/ or the terms of their provision in accordance with the procedure provided for by these Terms.
- 5.3. The Services, depending on their type, are provided by the Operator's Fixed and/ or Mobile Networks, each of which has its own Rules and features.
- 5.4. When concluding a Subscriber Agreement, the Operator by default activates the additional Services for which no additional payments are required (unless otherwise specified by the Operator).
- 5.5. Some Services can be activated by you through the voice menu, "My Team" application, your device settings or other means, such as visiting the Operator's Sales and Customer Care Offices or other possible ways.
- 5.6. Before activating the Services that require additional payment, you are obliged to check the capabilities and limitations of your equipment to use the ordered Service, in order to understand whether you can use the activated Service with the given equipment or not.
- 5.7. Some Services may be provided to you if your terminal equipment meets the technical requirements necessary for using such Services.
- 5.8. You are obliged to change your subscription type, Tariff Plan or the list of services within the same Tariff Plan as provided by the Operator, on condition that at the time of making such a claim you have no outstanding debt to the Operator, unless otherwise specified by the Operator. A final bill will be submitted to the Subscriber, which will include roaming calls or a calculation of the amount of services actually used for the monthly free inclusions, included in the TP. The operator has the right to set an additional fee for each such change.
- 5.9. When making changes to Services, Tariff Plans, bonuses, automatically generated offers and services in your Account, as well as other benefits are not subject to refund or transfer to your new Account, Number and/ or the Service, unless otherwise specified by the Operator.
- 5.10. The change of subscription type, Tariff Plan, List of Services and Activation of additional Services is carried out by the application / agreement approved by the Operator submitting the required documents manually, and in cases defined by the Operator also by other means of communication.
- 5.11. Your Identification Data is used for such cases as change of subscription type, Tariff Plan, Services (their types) and activation of additional Services, as well as provision of information to You by the Operator, payment for the Services, as well as in other cases specified by the Operator.
- 5.12. Information about the types of services and tariffs, description of the Offer, Tariff plans and Packages, the network availability zone, subscriber debt and paid amounts can be obtained by the Subscriber at Sales and Customer Care Offices, on the official website of the Company or by calling the Customer Support Service.
- 5.13. The transfer from one service offer, which implies the obligation to remain a Subscriber of the Operator for a certain period, to another offer (without paying the penalty set by the Subscription Agreement) is possible only after the expiration of the term, and until its end only at the sole discretion of the Operator, otherwise such a transfer will be considered as a violation of your obligation and the Operator will have the right to demand fines and penalties from you.
- 5.14. By becoming a party to the Subscription Agreement, the Subscriber (You) gives his/her consent to receive advertising, commercial and/ or other messages, materials and/ or information through the Operator's Network (and not only).

6. Services Provision

- 6.1. The Operator provides the Services in accordance with the Legislation of the Republic of Armenia, the licenses granted to it, the Subscription Agreement, the Operator's internal procedure and the policy. In cases defined by the Operator, the Services may be provided jointly by the Operator and by its preferred third parties mentioned by the latter. By submitting an Application and concluding a Subscription Agreement in order to receive services provided jointly, the Subscriber unconditionally accepts also the terms of services set by the Operator for the provision of joint services to its preferred third party mentioned by the latter. Television services are provided jointly by the Operator and Audiovisual Media Service Provider. Terms of service are available at www.telecomarmenia.am.
- 6.2. In order to provide Mobile Communication Services, the Operator provides you with a Number and a SIM Card (SIM card is more secure if accessed via PIN code).
- 6.3. The Number is provided to the Subscriber in accordance with the Procedure defined by the Operator, and you do not have the right to request a specific Number, unless other conditions are set for providing it in accordance with that Procedure.
- 6.4. The Operator may set an additional fee or additional obligations for the provision of a specific Number.
- 6.5. For the provision of Services through the Fixed Network after the signing of the Subscription Agreement, the infrastructure (Device) shall be installed as soon as possible in the Subscriber Area and adjusted by the Operator's specialists, and it shall be connected to the Fixed Network of the Operator.
- 6.6. In case there is no technical possibility to provide a fixed network telephone installation service, the Operator shall inform the applicant in written form about the impossibility of installing telephone within the set period, stating the reasons for the refusal.
- 6.7. If the Subscriber has a certified device, through which, in the opinion of the Operator's experts, it will be possible to use the Services safely for the Network, then at the Subscriber's wish the Operator may provide the Services provided through the Fixed Network with that device (s).
- 6.8. The provision of services to you is possible if all the requirements of the Subscription Agreement have been fulfilled by you.
- 6.9. You hereby agree that the Services are rendered in accordance with and within the framework of the technical capabilities and bandwidth of the Operator's Network, coverage of the Network / Availability Zone, capabilities and features of the equipment used.
- 6.10. Information on the technical capabilities of the Operator Network, Network Coverage / Accessibility Area and their updates are made available to the Subscriber through the Operator's website, Sales and Customer Care offices.
- 6.11. Your use of the Mobile Services within the Network Coverage is not limited to a specific area, unless otherwise specified by the Operator or comes from the nature of the Services.
- 6.12. You agree and accept that the Operator takes reasonable measures to ensure the proper and continuous provision of the Services and the accessibility of the Subscriber to the services and to the Network Operator, however, the Operator's obligation to ensure the proper and continuous provision of the Services is a best effort and nothing more.
- 6.13. You agree and accept that the use and / or access to the Services or the quality of the Services depends on the following circumstances and factors which may cause Service interruptions, quality deterioration, internet connection speed fluctuations or other outages that are not under the control of the Operator. Such circumstances and factors are:
- 6.13.1. Unfavorable working environment (humidity, very high or low temperature not intended for normal operation of the equipment, etc.),
- 6.13.2. The quality of your equipment, features and specifications, technical malfunctions or incorrect settings (operating systems incompatible with the Service provided to you, viruses, etc.),
- 6.13.3. the quality, features and capabilities of the equipment of other operators, including the networks of international operators, limitations, crashes, malfunctions in their network, the operation mode of the latter, breakdowns or malfunctions of the network or station;

- 6.13.4. For the Services and TV and radio programs provided through the mobile network - weather conditions and atmospheric phenomena, electromagnetic interference of radio frequencies, the influence of factors limiting the availability of radio channels, the distance between the station and the Operator's equipment and your existing equipment (telephone, modem and other equipment used to access the Services), distances, interference, circumstances that interfere with the normal operation of radio equipment, the place of use of the services (open area, underground rooms, proximity to buildings, tunnels, basements and other underground premises) and the time (the busiest hours of the Operator Network, the number of simultaneous users in the given place of service.).
- 6.13.5. Force majeure situations (floods, earthquakes, war, decisions of state bodies, power outages, epidemics, etc.).
- 6.13.6. Or other similar circumstances.
- 6.14. The Operator is obliged to restore the Service (s) provided to the Subscriber within 48 hours, after the elimination of the reason for interruption.
- 6.15. Before subscribing to the Services and using them for your needs it's important to know that the Operator does not guarantee:
 - 6.15.1. the exchange of information with nodes or servers that are temporarily or permanently inaccessible over the Internet;
 - 6.15.2. Absence of interruptions, errors, speed and quality drops, fluctuations, other failures and disruptions during the provision of services, as well as the continuity of access to the Service;
 - 6.15.3. Confirmation of access to the Operator Network with previously announced theoretical or average maximum speed.
- 6.16. To ensure the uninterrupted operation, security and quality of the Service of the Operator Network, to distribute the capabilities of the Operator Network evenly, in order to reduce the overload on the specific mobile network base station, as well as to ensure the accessibility of the Services, the Operator determines the necessary technical means, as well as the Operator has the right at his own discretion take appropriate measures according to the situation, apply the scope of Services l1 and / or speed l1 set priorities.. Measures appropriate to the situation, apply Service Volume and / or speed limits and set priorities.
- 6.17. In order not to cause you inconvenience, in case of exhaustion of your positive balance (monthly fee) or negative balance limit in the postpaid system, the Operator will not interrupt the service session provided to you at that moment (call, SMS, GPRS), for which a corresponding charge will be made.

7. Use of Services

- 7.1. The equipment you use must be certified, compatible with the Operator Network, Services and SIM Card and comply with the requirements of RA Legislation, Subscription's Agreement.
- 7.2. You are not obliged to:
 - 7.2.1. Use the Service in any way that may affect the safe and secure operation of electronic communications networks or equipment of the Operator and/ or other operators.
 - 7.2.2. Offer / provide the Services provided to you to third parties for a fee or free of charge.
 - 7.2.3. Use the services to provide electronic communications services, to send advertising, information or other mass messages, to conduct voting, quizzes, surveys, contests, surveys, auctions, lotteries, campaigns, or similar activities which are aimed at gaining a profit, spreading ideas or advertisements without the prior written consent of the Operator.
- 7.3. You have the right to contact the Sales and Customer Care Offices of the Operator to obtain detailed information regarding incoming (if possible) and outgoing calls and outgoing short messages (information about incoming short messages is not provided) 12 (twelve) months before submitting an application in the form of invoices or in other ways acceptable to the Operator, if these calls and short

messages have passed tariffication and led to the collection of a service fee. For other Services provided to you, for which you have been charged a fee, the required information is provided to you in accordance with the procedure established by the Regulatory Authority.

At the Operator's Sales and Customer Care Offices regarding fixed network services, upon your request, detailing of international, long distance and outgoing calls and calls to public mobile networks can be provided free of charge, one copy for each billing period.

In other cases, the Operator is entitled to charge fees for providing you with an Account Statement and calls detalization.

7.4. The Operator does not provide you with information on the content of short messages sent and received by you and the content of internet resources, the electronic addresses of the websites visited.

7.5. You are obliged to:

7.5.1. Use the Services in accordance with the Legislation of the Republic of Armenia, the Subscription Agreement and other rules and terms defined by the Operator, without violating the rights and interests of the Operator, other Subscribers and third parties,

7.5.2. not to use the Services for transferring Outgoing Traffic from other operators and networks, as well as for such purposes that contradict the interests of the state, the general norms of morality and public order,

7.5.3. do not take actions that disrupt the normal operation of the Operator Network or are intended to change the settings of the Operator Network or hardware or software;

7.5.4. use the Services exclusively for the purpose for which they are provided to you, and using different technical solutions (regardless of the technology used) do not use Mobile Communication Services to provide / receive Fixed communication services and vice versa,

7.5.5. do not take action to obtain unauthorized access and to use such access;

7.5.6. do not transmit information through the Operator Network or perform actions that may create unreasonably high load on the Operator Network or equipment;

7.5.7. follow the rules for the use of any technical or information resource;

7.5.8. do not falsify your own IP address, as well as IP addresses used to transmit data in other network protocols and Internet.

7.6. Upon delivery of viral software and / or spam from your terminal device, the damage will be deemed to have been caused by your actions or inaction.

7.7. follow the rules of information security and beware of falsifications.

8. Use and maintenance of Device, SIM card and other equipment

8.1. The handover-acceptance of the Device between the Operator and Subscriber is carried out by a relevant act (hereinafter referred to as the Handover-Acceptance Act), which is an integral part of the Subscription Agreement.

8.2. With the exception of the case as provided in clause 6.7 of these Terms, the Equipment provided by the Operator, together with any additional (modified, repaired) equipment, such as cables, provided by the Operator shall be deemed to be the property of the Operator and the Subscriber may not make changes to them, transfer (provide) them to a third party for a fee or free of charge, unless otherwise agreed in writing by the Operator and Subscriber.

8.3. The risk of misuse, accidental loss, damage or theft of the Device is transferred to the Subscriber from the moment of signing the Delivery-Acceptance Act, and from that moment the Subscriber is responsible for the Device.

8.4. The installation, adjustment and transfer of the device is carried out by the subscriber, unless otherwise defined by the Operator. Modem setup instructions are posted on the Operator's website.

8.5. The subscriber is obliged to:

- 8.5.1. Not to use the equipment provided by the Operator, SIM Card and the device in conjunction with other incompatible equipment or in any other way that could damage the Operator and / or other operators' electronic communications networks or equipment or affect their operation;
- 8.5.2. The subscriber is obliged to activate the prepaid or postpaid number of the mobile communication system, use it for receiving outgoing or incoming (voice or non-voice) services or top up the account, pay the subscription fee for any services provided by the Operator during three months after receiving it and concluding contract. In case of non-performance of the listed actions within the mentioned period, the Operator has the right to unilaterally terminate the contract.
- 8.5.3. Handle the device with care, keep the device in proper condition,
- 8.5.4. Use the device only for the purpose and in the place where it has been installed by the Operator's specialists and there appropriate settings have been made to it, not to move the device without the permission of the Operator.
- 8.5.5. Not to repair the Device without the written consent of the Operator,
- 8.5.6. In case of damage or theft of the Device or Equipment, in case of damage by you or a third party, notify the Operator (by submitting the documents required by the Operator) no later than within 3 (three) days, otherwise you can not demand to reduce your monthly fee equal to the amount corresponding to those days.
- 8.5.7. Do not use the equipment provided by the Operator, after receiving the request to return the Device and / or SIM Card and return it / them to the Operator,
- 8.5.8. refrain from the use of SIM Card, equipment provided by the Operator and improper, illegal use of the Device and do not allow its use by unauthorized persons,
- 8.5.9. In case of termination of the Subscription Agreement (regardless of the reasons for termination) or in case of termination of the provision of certain Service (s), return the Device (s) to the Operator in proper condition within 15 (fifteen) days, in some cases within other time period set by the Operator and allowing the Operator's specialists to disassemble the device (s) or disassemble them by yourself.
- 8.6. In case of non-return of the Device (s) by the Subscriber within the 15-day (fifteen) period mentioned in point 8.5.9. of this Terms the Subscriber is obliged to pay the amount of the device compensation set by the Operator.
- 8.7. The Operator undertakes to replace the Device provided to the Subscriber with a new one as soon as possible, if it has been recognized by the Operator as having a manufacturing defect.
- 8.8. The Equipment necessary to use the Mobile Communication Services is obtained by you at your own expense and discretion, and you are responsible for its installation, adjustments and proper operation.
- 8.9. In case of some Services, the Operator may offer Equipment on special terms, including the obligation to remain a Subscriber of the Operator for a certain period of time or any other obligation set by the Operator. The operator may also offer equipment with the right of use or on other grounds.
- 8.10. If the Equipment does not belong to you on the basis of the property right, you have no right to concede, sell, lease or otherwise transfer it to any other person or make any changes to it, as well as in the event of damage, loss or theft of the Equipment, you are obliged to pay its cost to the Operator in compliance with the set order and within the prescribed period.
- 8.11. The Operator is the sole owner of the SIM Card provided to you, except for the information you own on it.
- 8.12. From the moment the SIM card is handed to you, you run the risk of damage, natural wear, loss, theft, or unauthorized use.
- 8.13. Based on the Subscriber's application, the Operator is obliged (in the shortest possible term) to replace free of charge the SIM Card, which was recognized as a manufacturing defect. In other cases, the Operator may charge you an additional fee for SIM card and / or its replacement.
- 8.14. You have no right to concede, sell, lease or otherwise transfer to a third party, damage or destroy the SIM Card.

- 8.15. Any attempt to duplicate the identification data registered on the SIM Card is prohibited, and You are responsible for it in accordance with the RA Legislation.
- 8.16. The Operator is entitled from the moment of termination of the Agreement on your own initiative, and within other terms defined by the RA legislation in case of termination of the agreement on other grounds, to provide the mobile and fixed telephone numbers provided to the Subscriber to another person.
- 8.17. Due to technical or other needs, the Operator has the right to change the Number or SIM Card provided to you by notifying you in advance.
- 8.18. In the event of a SIM Card or Hardware loss or theft, you must notify the Operator immediately for termination of your Services.

9. Tariffs, collections

- 9.1. The Operator determines independently and is entitled to unilaterally change the Tariffs of the Services in compliance with point 18.7 of these Terms, and in case of some regulated tariffs they are set and / or agreed in advance with the RA Public Services Regulatory Commission.
- 9.2. The Operator is entitled to charge you payments (penalties) for limited or suspended Service restoration, SIM Card reactivation or dismantled cables and re-installation of the Device.
- 9.3. Amounts charged for Services provided and the volumes of Services rendered are calculated based on data provided by the Operator Billing System or other Operators and Service providers (for example, when providing Services in Roaming).
- 9.4. If there is a dispute over the volume of Services provided, the calculations shall be based on the data provided by the Operator, and in case of some Services – on the data submitted by other operators and service providers registered and presented in the settlement systems.
- 9.5. Charging for telephone services is made in the amount of monthly fee / daily fee (proportionally in case of incomplete month) in accordance with the Tariff Plan or Offer description and/ or based on the phone call duration, on the number of requests made, activated and /or used Services, the amount of processed and / or stored information and / or the volume according to the tariff / tariff unit, as well as according to the RA legislation and/ or other criteria defined by the Operator.
- 9.6. The call duration is calculated starting from the caller's response signal till the caller or calling party disconnects /receiving of disconnection signal/ or disconnects you or the caller's equipment, unless otherwise specified by the Operator for certain Services.
- 9.7. The call is considered answered and the calculation of the call duration and the corresponding charges are made also in the following equipment response / signal cases:
 - 9.7.1. Data transfer equipment (for example, modem, facsimile device and other equipment operating in automatic mode of receiving information), or other equipment of the Subscriber, which provides or simulates the possibility of data transfer in the absence of the called person;
 - 9.7.2. Subscriber equipment, auto-answering machine, voice mail.
- 9.8. In case of Internet access service, the charge is made in accordance with the Tariff Plan or the Description of the Offer you have chosen (monthly fee, daily fee and / or according to the used volume (MB), or other procedure defined by the Subscription Agreement.
- 9.9. Taking into account the technical peculiarities of the Network operation, the Operator has the right to set the maximum duration of one uninterrupted or activated, but not used communication session of the telephone call, video call, internet session, etc.
- 9.10. If you use such a Service (roaming service, international outgoing services, etc.) for which the calculated fee is not visible at the moment (due to technical or other features) in the Billing System of the Operator, then the bill for that Service is presented to you in the Billing System from the moment it becomes visible (calculated), which you are obliged to pay immediately (even if the Subscription Agreement has already been terminated).

- 9.11. In the event of loss of the Device provided under the Subscription Agreement, theft, damage or for any other reason (not as a result of the Operator's actions), a new Device may be provided after the Subscriber reimburses the Operator for the Device, but no later than during 10 (ten) days after the Operator submits such request to you.
- 9.12. The Operator is entitled to:
 - 9.12.1. claim payment for adjusting malfunctions and defects (including modified cables, equipment) that interfere with the proper provision of the Services, if they were caused by the Subscriber's actions and/ or inactivity;
 - 9.12.2. charge the Subscriber for additional (extra) services provision,
 - 9.12.3. Require a connection fee from the Subscriber for the installation of cables in the Subscriber's Area to connect to the Operator's Network (for example, the number of cables (materials) used by the Operator's specialists and the amount of work performed exceeds the norms set by the Operator), if agreed in advance with the Subscriber.
- 9.13. The Operator may establish and publish another procedure and conditions for calculating the cost and charge of the provided Services.

10. Payment procedure and payments

- 10.1. Payments for services as a rule are set (unless otherwise specified by the Operator) and are calculated on a monthly basis.
- 10.2. A system with prepaid or postpaid and / or (postpaid) monthly subscription fee is defined for the Service (according to the type of subscription).
- 10.3. In case of partial or complete delay in payment for the Service, non-performance or other unfulfilled financial obligations to the Operator, the Operator has the right to reduce / charge the amount owed from the Subscriber's pledged funds or bank guarantee and/or prepayment amount and/or confiscate the pledged item, if such are available.
- 10.4. The amount of the subscription fee can be a fixed approved amount or depend on the number of Services, activated lines or numbers under the Subscriber Account.
- 10.5. According to the Offer description and Tariff Plan, the subscription fee can be reduced or not reduced for the used Services.
- 10.6. The subscription fee (monthly fee) is subject to calculation and collection from the moment of Service activation until the complete suspension of the Service, unless otherwise specified by the Operator.
- 10.7. In case of termination of the postpaid system contract, if the subscriber's preferred package / TP had inclusions, then the inclusions are calculated according to the days used. In case the subscriber spends more inclusions than the used days are, then for those used inclusions a recalculation will be made at the end of the month and the charge will be made in accordance with the subscriber's TP tariffs.
- 10.8. You are obliged to pay the subscription fee also in case you have not used the Service for any reason (if you have not terminated the Subscription Agreement).
- 10.9. According to the Service Offer and Tariff Plan the Billing Day can be the last day of each month.
- 10.10. The Operator may, at its own discretion, set an amount limit for using the Services (maximum negative Balance, within which you can use the Services) and other restrictions on the use.
- 10.11. The amount limit, according to the selected Tariff Plan, the list of Services and volume, is set and is changed at the discretion of the Operator, taking into account your payment history, your credit history, solvency, your activities and turnover, reliability and other similar circumstances.
- 10.12. If you reach the amount limit during the month, You can continue to use the Services of the Operator in case you pay the existing debt in full, as well as in case of making additional payment.
- 10.13. During the failures of Billing System and implementation of Retention activities the Charges for the Services used by the Subscribers, including while roaming, are not registered by the Billing System in real mode and monthly and postpaid system Subscribers can exceed their amount limit, and prepaid

system Suscribers can consume more than their actual Balance. In such cases, when checking the Account, the Subscribers will not be able to see the latest Balance updates, which is not a basis for not paying the amount calculated for the used Services.

10.14. Prepaid system

10.14.1. You have the right to use the Services within your Balance and the time limit set by the Operator. The charges for the Services provided are deducted directly from your Balance.

10.15. System with monthly subscription

10.15.1. In the case of monthly subscription system, a monthly subscription fee (monthly fee) is set, which must be paid by the Subscriber each month, regardless of whether the Subscriber has used the Service(s) or not during that month.

10.15.2. In case of monthly subscription system, an advance payment may be foreseen to be made during the subscription to the Services, which can be reduced as an amount payable for the next month or not.

10.15.3. If you already have at least 1 (one) month overdue debt, in order to reactivate the Service provided to you and to use the Services, you will need to fully pay it and the monthly fee for the current month (if it is set), unless otherwise specified by the Operator.

10.15.4. In case of activating Paid Services, the charge is made together with the monthly fee, according to the same rules or from the prepayment made by you, unless otherwise specified by the Operator.

10.15.5. In case of monthly subscription system, the payment is made monthly during the period calculated starting from the Billing Day or on the day specified in your Subscription Agreement or in the account submitted to you. Moreover, the monthly payment of the current month and the negative Balance of the previous month is paid every month, if any available.

10.16. Monthly postpaid system and postpaid subscription system

10.16.1. In case of monthly postpaid and postpaid subscription system, you make the payment during the month following the billing period after receiving the Services, according to the order specified in the Offer and/or Tariff Plan as per the quantity of Services used.

10.16.2. In case of monthly postpaid and postpaid subscription system You are obliged to make the payments within the terms specified in your Subscription Agreement or the account submitted to you. Herewith, each month the monthly payment of the previous month, if it is foreseen, and the negative Balance of the previous month is paid.

10.16.3. The Corporate Subscribers are liable to the Operator for their employees if those employees use the Services under the Subscriber's Corporate Tariff Plan / Package, unless otherwise specified by the Operator.

10.17. In case you reach the amount limit set by the Operator, the Operator has the right to limit or suspend the provision of the Services and / or submit an extraordinary invoice for the Services actually provided, which must be paid within the period mentioned in the account.

10.18. Depending on the Offer and the type of Service, you can make the payment in cash, by recharge card, bank transfer, terminals, bank payment cards, online, via mobile applications and / or other means acceptable by the Operator.

10.19. If several Subscription Agreements have been concluded between you and the Operator or several accounts or numbers have been provided under the same Subscription Agreement, the Operator has the right to cash or receive the funds received for a Subscription Agreement, Account or Number without informing you / the Subscriber in advance, to repay the debt incurred under another Subscription Agreement, Account or Number, during which the amount remaining after the full repayment of the debts is retained in the Subscriber's Account.

10.20. In case of postpaid system services, your monthly bill is prepared and submitted within 10 (ten) days starting from the Billing Day, unless otherwise specified by the Operator.

- 10.21. At your choice the invoice can be sent by e-mail or by mail-order service on the basis of the application. The operator has the right to charge you for postage, as well as for providing a copy of your account.
- 10.22. The account formed and submitted according to the data registered in the billing systems by the operator (account statement) is considered as a proof of the Services provided and their volume.
- 10.23. In any case, you are obliged to personally verify your monthly debt and you are responsible for paying it on time, regardless of the method of payment, the fact of receiving the bill or any objection to the submitted account, in this case paying the non-disputed part. Not receiving an account or receiving it with delay can not be a reason for non-payment.
- 10.24. You can dispute or object to the account submitted to you by the Operator before the payment deadline set for the given account, otherwise the debt (calculated) in the submitted account (calculated payment) is considered unconditionally accepted by you.
- 10.25. Non-payment of the bill is not considered an objection to it.
- 10.26. Your objections to the account can be submitted in writing or by email or by calling the Customer Care Center.
- 10.27. For the Services provided through fixed and mobile networks the Subscriber must make the payment no later than the payment period mentioned in the submitted account, unless otherwise specified in the Tariff Plan / Package description or by the Operator.
- 10.28. The payment is considered made from the moment of entering the payment in the Operator Billing System.
- 10.29. In case of non-payment within the established period, the Operator has the right to calculate a penalty for each day of delay in the amount of 0.1 of the amount to be paid, within the frames defined by RA legislation, unless otherwise specified by the Operator.
- 10.29. When making a payment, you must mention the exact phone number, and/ or Account number and / or contract number (BAN) for which the payment is made.
- 10.30. Any person making a payment on behalf of the Subscriber shall be deemed to be duly authorized by the Subscriber to make payments on behalf of the latter.
- 10.31. You hereby unconditionally give your consent to corrections in incorrect payments by the Operator, including transferring an incorrect payment from your Account to the correct recipient.
- 10.32. Any payment you make to the wrong Account is subject to correction by the Operator within reasonable possibilities and the Operator is not liable for any damages incurred by you.
- 10.33. Incorrectly transferred amount will be refunded to you in case the person to whom the amount was transferred by mistake has not used it or there is a corresponding amount on his / her Balance.
- 10.34. In case of payment from abroad (also incorrectly transferred amount) to the Subscriber's account of the monthly and postpaid subscription systems, in case of termination of the Subscription Agreement or in other cases, the Operator has the right not to return the amount to the Subscriber or the person transferring it if the Operator will find in it actions prohibited by law.
- 10.35. You hereby agree that due to your incorrect payment of the Operator's bills, in the event of such delayed payment by the Operator for the collection of such payments by the Operator, the Operator has the right at its own discretion to simultaneously charge you a fine according to the formula below, which you are obliged to pay at Operator's first request:

$$S = \text{Uf} \times \text{Sp} + \text{Uf} \times \text{Sp} \times \text{Fn}$$

Where:

S – is the interest rate of the fine calculated in accordance with this point

Uf – is the main (principal) amount of your debt

Sp – is the base interest rate of the fine provided for in this clause, which is 21%

F_n – is the correction factor, which is the ratio of the sum (divisible) of all other penalties and fines accrued to you, except for the one provided by this clause, to the dividing amount of your debt main (principal) amount.

10.36. You hereby acknowledge and agree that the Operator reserves the right to cancel your Balance Sheet in the manner prescribed without prior notice to you, in the event that it you do not consume it within the term set by you.

11. Suspension, limitation

11.1. The Operator has the right to limit or suspend the Service (s) provided to you by notifying you in advance (except for items 11.1.1 and 11.1.2) if:

11.1.1. You use non-certified equipment,

11.1.2. You have connected equipment to the public electronic communications network that is incompatible with or interferes with the operation of the public electronic communications network or the ability of others to access public electronic communications services;

11.1.3. You have used the Services improperly or illegally

11.1.4. You have committed breach of any item of the Subscription Agreement,

11.1.5. You have not made in time or complete payment for the Services provided or Account Recharge, including applicable penalties, fines and other amounts specified in the Subscription Agreement;

11.1.6. When subscribing to the Services, you have provided incorrect or incomplete information or documents, or otherwise the subscription conditions have not been met,

11.1.7. Traffic of suspicious nature has been detected by the Operator (facts of virus programs or attempts to spread spam or reasonable suspicions about it, etc.),

11.1.8. For implementation of network maintenance, repair and / or re-equipment activities,

11.1.9. If the provision of the Services violates (may violate) the rights of third parties.

11.2. In case of not activating the mobile prepaid system number provided to the subscriber within three months, as well as in case of not using it for receiving / sending outgoing or incoming (voice or non-voice) services for more than three months.

11.3. During the limitation or suspension of the Service, the Operator has the right to:

11.3.1. Deactivate the Service fully or partially (for example, incoming and outgoing calls),

11.3.2. Dismantle the cables and Equipment

11.4. In special cases, the procedure and terms of suspension or limitation may be conditioned by the Offer Description and Tariff Plan.

11.5. Upon revocation of the grounds for suspension or restriction or expiration of the term, reactivation is executed without prior notice to you.

11.6. In case of suspension or limitation, reactivation may be executed in case all debts, penalties, fines and other amounts specified in the Subscription Agreement, as well as all costs incurred by the Operator in connection with the collection of those payments are reimbursed by you, unless otherwise specified by the Operator.

11.7. The service limitation does not release you from the obligation to pay the monthly subscription fee and other debts accumulated for additional services provided.

11.8. The obligations that you have not fulfilled during the whole period of suspension or limitation are subject to fulfillment by you in accordance with the procedure and within the terms defined by the Subscription Agreement.

11.9. If you are a user of more than one Account or Service, and if you owe the Operator concerning any of your Accounts or Services, the Operator reserves the right to suspend or limit all Services (Numbers) provided to you until the debt is paid off in full.

11.10. In case of suspension and / or limitation, for some Services that you do not wish to suspend, including the maintenance of high-speed Internet access provided to you, the Operator may charge payments according to the Offer Description and Tariff Plan.

- 11.11. For security reasons, the Operator has the right to limit or suspend the provision of the Service by notifying you in advance, or to request that you temporarily stop using the Service, otherwise failure to do so may result in liability for you.
- 11.12. You have the right to suspend the Services provided by the Fixed Network for a period of one month up to one year, notifying in writing at least ten days in advance of such suspension, and to fulfill all your other obligations under the Agreement in connection with the suspension of the Services.
- 11.13. If you want to temporarily suspend the Services provided to you for more than two months, after submitting the relevant application, you are obliged to repay the existing debt in full and / or return the Device to the Operator and pay the fee set by the Operator.
- 11.14. If you have signed a Subscription Agreement (Agreement) with the obligation to remain a Subscriber of the Operator for a certain period of time, in case of suspension of the Service at your discretion, the period of suspension is not included in the calculation of the above term and your subscription obligation is extended in accordance with the suspension period.
- 11.15. In case of suspension / limitation of Services, the Positive Balance on your Account, bonuses, automatically generated offers and other benefits can be canceled according to the Service offer and Tariff Plan / Package.

12. Responsibility

- 12.1. The Subscriber guarantees that he / she has the appropriate authority to allow the installation of cables and Devices necessary for the provision of Services in the Area. The Subscriber shall, within ten days, compensate the Operator for all the damage suffered by the Operator in accordance with all the claims submitted by third parties in connection with the provisions of this paragraph.
- 12.2. The Subscriber acknowledges that the Operator has the right to unilaterally terminate the Subscription Agreement (on the provision of Services in the Area with a Fixed Network) in case of a reasonable demand (s) submitted to the Operator by the third parties in relation to the mentioned in point 12.1 of these Terms. Moreover, in the event of termination of the Subscription Agreement (s) with the obligation to remain a subscriber for a specified period of time, the Subscriber bears the risk of a corresponding obligation.
- 12.3. To the extent permitted by law, the Operator and you hereby waive claims for compensation for direct damages and lost benefits in connection with the Services provided under the Subscription Agreement.
- 12.4. The amount of the Operator's liability is calculated from the monthly amount calculated for that month proportionally to the period of inability to use the services and can not exceed it.
- 12.5. The operator is not responsible for:
 - 12.5.1. For non-provision or improper provision of services, if it is a consequence of Maintenance activities and / or circumstances and factors and/or other similar events defined in point 6.13 of these Terms and Conditions,
 - 12.5.2. For damage caused to you by the equipment or SIM card purchased from the operator, as well as for damage to equipment or SIM card caused by you and other persons,
 - 12.5.3. if you use the Services improperly or illegally,
 - 12.5.4. for the quality of the Services provided to the Subscriber by other operators, services provided by third parties, or through the Operator's Network or other technical means; does not provide any guarantee in this regard, including the accounts submitted in connection therewith. If necessary, in order to make such services available to the Subscriber in relations with third parties, the Operator may act as the Subscriber's agent, acting on his behalf and on the Subscriber's account;
 - 12.5.5. for signals transmitted through its partners (including foreign) or agents, or interruptions, disconnections, malfunctions or changes in certain Services due to the interruption or termination of the provision of Services;

- 12.5.6. for charging an additional commission in accordance with the rules established by the bank, the intermediary organization accepting the payments.
- 12.6. The Subscriber/You/ is responsible:
 - 12.6.1. For damage to the Operator or third parties or their property in case of using the Services in violation of these Terms
 - 12.6.2. In case of storage of the device, its belongings, cables and other accessories and in case of their damage, misuse, loss, damage or theft you are obliged to compensate for them in the manner prescribed by the Operator.
 - 12.6.3. For all transactions (electronic payments, purchases, etc.), participation in electronic games, other gambling, through access to the Services provided by the Operator, for their consequences and you bear all the risks,
 - 12.6.4. Any information sent by you to the means of communication provided to the Operator, including your personal data to be made known to persons having access to the same means of communication, and its consequences;
 - 12.6.5. In the Area where the Services are to be provided, for the installation of cables, for obtaining the necessary permits for the installation of the Equipment, as well as for the damage caused to a third party as a result,
 - 12.6.6. After signing the Subscription Agreement to get acquainted with the changes of Terms, Subscription Agreement, Network Coverage / Access Area, List of Services, prices and Rules / Procedures,
 - 12.6.7. For the payment of all debts incurred in respect of the Services used in the cases referred to in clause 10.11. and 11.1.5 of the Terms, including the payment of the debt incurred as a result of exceeding the cash limit or the actual Balance Sheet.
- 12.7. Before informing the Operator about any problem, you must check your equipment to make sure that the reason is not your equipment and the problem is out of your control.
- 12.8. If the cause of the problem is the Operator Network or it is under the control of the Operator, you must immediately notify the Operator so that the latter can take appropriate measures. In case of late notification to the Operator, the Operator is not responsible for the period prior to notification.
- 12.9. You are deprived of the right to make any claim regarding the Service or its quality, if you do not inform the Operator about the problems in short terms, as a result of which the technical opportunity to confirm the fact of the Service quality problems or to clarify the reasons is missed.
- 12.10. You are responsible for any use of the Services by third parties through your Device, SIM Card, Number or equipment and you bear the negative consequences of such use, including the obligation to repay debts. In case of using the equipment provided by the Operator, the SIM Card by an authorized person, you will be considered the owner of them, and the performed actions will be considered performed on your behalf and for your benefit, and you are responsible for paying off any debts arising from such use, as long as you do not notify the Operator of the loss or theft of your SIM card, device or equipment and suspension of Services at your request, which is satisfied by the Operator within 24 hours. The operator has the right to take all necessary steps to verify your identity before fulfilling your request, but is not responsible for fulfilling similar requests made by an unauthorized person.
- 12.11. In case of violation of the obligations set forth in clause 8.5 of the Terms, after the Operator receives a written notice of refraining from such actions, if you repeat any of these actions or continue the violation, the Operator at its own discretion has the right to limit the Service Speed or Traffic or to suspend the Service or to unilaterally terminate the Subscription Agreement, as well as demand compensation for losses caused to the Operator by your actions.
- 12.12. The Parties shall not be liable for non-fulfillment in whole or in part of their obligations under these Terms and Conditions due to the effect of force majeure. You hereby agree that your financial position cannot be considered as force majeure, and you are obliged to pay in full for the Operator Services.

- 12.13. In cases when the visit of the relevant specialist of the Operator in the Area is necessary in order to provide the Services properly (to find out the reasons for the breakdowns and to manage them), if you do not create such an opportunity, you are deprived of any right to make any claim to the Operator concerning the service provision or its quality.
- 12.14. You hereby accept and agree that if you (and / or a third party acting with your knowledge or instruction) without prior consent of the Operator, the Number provided to you by the Subscription Agreement (regardless of the type of Number and the fact of paying the Operator to use it) and / or if you distribute announcements, advertisements, public offer announcements (by any means) to transfer (alienate) your right to use it to another person, it will be considered as a violation of your Subscription Agreement, and in that case the Operator may (informing you about it):
 - 12.14.1. deactivate and/ or withdraw the relevant Number (s) provided to you, and / or,
 - 12.14.2. terminate the Subscription Agreement on providing you with the mentioned Number (s), and / or,
 - 12.14.3. apply other measures of responsibility provided by the Subscription Agreement.
- 12.15. The Subscriber hereby accepts and agrees that the Operator has no right to demand from the Operator any compensation in the event of disclosure of these Terms, the Policy for the processing of personal data or Information (Personal Data) about the Subscriber in accordance with the legislation of the Republic of Armenia.

13. Termination

- 13.1. The Operator has the right to unilaterally terminate the Subscription Agreement, informing you in advance:
 - 13.1.1. In case of non-payment of the fees for the Service within the period stipulated by the Subscription Agreement,
 - 13.1.2. You have violated the Subscription Agreement clauses and / or the Law,
 - 13.1.3. In case of non-reactivation of the Services in line with the procedure and within the set period after the suspension of the Services (absence of sufficient monetary means to ensure a positive Balance on your Account within the period defined by the Subscription Agreement or Tariff Plan or failure to perform the necessary actions within the period defined by the Tariff Plan, etc.),
 - 13.1.4. In case of non-activation of the number attached to the SIM Card of the mobile prepaid communication system within three months from the moment of signing the Subscription Agreement,
 - 13.1.5. If the actual user of the Number has applied to the Operator (telephone service) and in accordance with the Procedure has provided reliable information that the Number (SIM Card) is used and owned by him/her (actually belongs to him/her)
 - 13.1.6. If a person who has the right to own / use the service area provided by the Fixed Network has applied to the Operator and submitted reliable data about that.
 - 13.1.7. The Subscription Agreement is terminated in case of termination of the Operator's licenses and / or permits,
 - 13.1.8. In other cases defined by the RA Legislation and Subscription Agreement.
- 13.2. You have the right to unilaterally refuse to fulfill the Subscription Agreement by notifying the Operator in writing, repaying all your debts to the Operator, including the final settlement, as well as returning to the Operator the Device received from the Operator (unless otherwise provided in writing between you and the Operator).

Failure to return the device will increase the penalty / fine to the full value of the device.
- 13.3. As a result of these actions a final account is formed.

- 13.4. In the event that the Number is transferred from the Operator's network to another network, your Subscription Agreement with the Operator shall be deemed terminated from the moment the Number is transferred (concerning the transferred Number).
- 13.5. Transferring the Number from the Operator Network to other Network does not release you from the obligation to pay the debt owed to the Operator for the Services used with that Number.
- 13.6. If the number is transferred from the Operator's network to another network, the positive balance of your account number will not be transferred to your account in the Host Operator's network. Available bonuses, automatically generated offers and other privileges are zeroed. In case of re-transferring (returning) your Number to the Operator Network, you can subscribe to the Operator Services for new subscribers on the general grounds set forth in these Terms.
- 13.7. Termination of the Subscription Agreement, regardless of its grounds, does not release you from the proper fulfillment of your obligations to the Operator until the moment of termination, i.e. your debt, all applicable penalties, fines, resignation or other payments stipulated by the Subscription Agreement.
- 13.8. In cases when the Subscriber does not allow the Operator specialists to install, configure the Device, connect it to the Operator's Network within the period defined after the signing of the Subscription Agreement for the provision of Services through the Fixed Network, the Subscription Agreement shall be considered terminated concerning the corresponding Service.
- 13.9. In case the Subscriber does not want to receive any Service specified in the Subscription Agreement, but refuses to sign the relevant application (agreement) and continues to use the other Service(s) he/she has been subscribed for, the Subscription Agreement is considered amended in connection with the unreleased Service(s) (if the Operator is not against such a change and /or that change does not cause any undesirable consequences for the Operator). The Subscriber is fully responsible for all the negative consequences arising from not fixing this change documentally in the Subscription Agreement.
- 13.10. In order to terminate the Subscription Agreement, you must visit the Operator's Sales and Service Center and fill in the application form approved by the Operator, unless otherwise specified by the Operator.
- 13.11. In case of termination of the Subscription Agreement (except for prepaid subscription) after repaying all the Subscriber's debts to the Operator (including penalties, fines, etc.) for receiving back the positive Balance on the Subscriber's Account, the Subscriber is liable to submit an application in the form approved by the Operator to the Sales and Service Center during 1 (one) year.
- 13.12. In case of prepaid subscription in case of termination of the Subscription Agreement, the prepayment paid by you will be subject to refund until the termination of the Agreement.

14. Security

- 14.1. The Operator is not responsible for spam sent by third parties, executed hacker activity, transmission of viruses, and the damage caused to you as a result of the above mentioned. You are personally responsible for protecting your terminal equipment and systems from viruses and other unauthorized interference and you are liable for damage caused by such viruses or unlawful interference to the Operator and / or other persons, as well as you bear the responsibility for repaying debts incurred as a result of such viruses or illegal interference.
- 14.2. The Operator is not responsible for the accuracy, legality and quality of the information and content received through the Services and the Operator Network, including for the content of calls and messages, unless the Operator is their sole owner. Any information, service or content received, transmitted or used through the Operator's Network, is used at your own risk and responsibility, and You bear the risks associated with violation of intellectual property rights connected with them, as well as their illegal use.
- 14.3. The Operator has the right with regards to improving the quality of Services and / or subscribers' telephone calls, as well as for security reasons to record your conversations with the Employees of

Customer Care Center or Sales and Service Center. From the moment of signing the Subscription Agreement you give your consent to such recording and you acknowledge that such recordings have the power of proof.

15. Protection of personal data

- 15.1. By signing the Subscription Agreement, you consent to the processing of your personal data in accordance with the Personal Data Processing Policy published on the Operator's Website www.telecomarmenia.am.
- 15.2. The Operator or its partners may contact you in writing, by telephone, by SMS or otherwise, as a part of marketing or commercial activity, as well as for debt collection or verification or updating of your identification data by using your personal data. This includes also sending you informational and advertising messages about the services provided by the Operator. You hereby authorize to contact you this way.
- 15.3. When subscribing and throughout the validity of the Subscription Agreement, you are obliged to ensure the accuracy and reliability of the information provided to the Operator and you bear responsibility for it. You are obliged to duly and as soon as possible inform the Operator about the changes that have taken place in the information registered about you (address, bank details, company name, organizational legal status, etc.) as soon as they take legal effect. You bear all possible risks (negative consequences) of not reporting these changes to the Operator.

16. Proper notice

- 16.1. The address provided by you / the Subscriber in the application, as well as the contact telephone number will be considered as a basis for all further functions, including notifications. The notification will be considered properly executed if it was sent to the address specified by you / the subscriber, by contact phone number (SMS) regardless of the fact that you / the subscriber have received it.
- 16.2. Notices sent by you and the Operator within the frames of the Subscription Agreement, including invoices and applications, shall be deemed appropriate if delivered in person or by e-mail or other means of communication to the residence / registration / legal or actual business address and/ or e-mail addresses and/or telephone numbers mentioned in the Subscription Agreement, unless otherwise provided for by the Subscription Agreement.
- 16.3. You accept and agree that in the event of disputes arising between you and the Operator, in case of solving the case in court procedure (both as a claim and as a payment order), as well as in case of solving the dispute in an arbitration procedure between you and the court (any court), as well as between the Arbitration, you and the Operator, all the notices related to the procedures shall be sent both to you and the Operator by electronic or other means of communication to e-mail address(es) and/or telephone numbers specified in the Subscription Agreement and / or in Agreement on signature by digital e-pen, and / or other agreements. You hereby agree that notifications made in any of the ways referred to in this paragraph are considered appropriate, and where is no requirement set for return notification (notification) of receipt (reading) for them, except for e-mail notifications, in which case you are considered duly notified when there is an electronic certification of receipt of the notification (even if there is no electronic notification of reading it).): For the purposes of this point, the Operator's e-mail address is court@telecomarmenia.am.

17. Dispute settlement

- 17.1. These Terms and the Subscription Agreement are regulated and interpreted in accordance with the current legislation of the Republic of Armenia.

17.2. Disputes (disagreements) arising in connection with these Terms or Subscription Agreement between the Operator and you are subject to settlement in the courts of the Republic of Armenia, and the disputes (disagreements) arising in connection with these Terms or the Subscription Agreement between the Operator and unregistered subscribers (citizens of the Republic of Armenia, foreign citizens and non-resident persons) shall be settled in the Court of First Instance of the city of Yerevan in accordance with Article 23 of the RA Civil Procedure Code. During resolving of the above mentioned disputes the provisions of notification, i.e clause 16.3 of these Terms, shall apply to all the purposes of court procedure.:

18. Final provisions

18.1. These Terms and Conditions will enter into force as from April 12, 2021.

If you have concluded a Subscription Agreement with the Operator and / or use the services provided by the Operator before the entry into force of these Terms, these Terms apply from the time the Offer is published on the Company's website or in the media. If you continue to use the Operator Services within a period of 10 days, these Terms are deemed agreed with you (accepted) and admitted by action from your side.

18.2. The Tariff Packages / Plans, Offer Descriptions, Published Tariffs (Price List), Terms and Conditions which are actual as of the date of entry into force of these Terms, will remain in force.

18.3. The Subscription Agreement is valid for an indefinite period, unless otherwise provided by the Subscription Agreement concluded between the Subscriber and the Operator.

18.4. In some cases, the Subscription Agreement may be concluded with the obligation to remain a Subscriber of the Operator for a certain period of time. After the expiration of that period, the Subscription Agreement continues to be valid for an indefinite term, unless it is terminated by you or the Operator in accordance with the order stipulated by the Subscription Agreement or the Law.

18.5. Subscription Agreement and Amendments to it, additions, its constituent parts or other related documents and Notices may be confirmed by affixing signatures and / or stamps on paper copies, by facsimile reproduction of the stamp and signature or by any other procedure specified by the Operator.

18.6. The Operator is entitled to announce promotions (promo offers) and / or discounts, which will be an amendment to the Subscription Agreement and its integral part thereof. Information about them, including how you accept them, is published on the Website and / or made available at Sales and service centers (or distributed by other means preferred by the Operator).

18.7. The Operator has the right at any time to make (unilaterally) changes (additions) to the Subscription Agreement, including these Terms and Conditions, which, in case of mobile communication services, are published 10 days before the entry into force on the Operator's Website (to which you can get acquainted by calling the Call Center or visiting Sales and service centers),

18.8. Public information on the change of tariffs for fixed telephony services subject to regulation defined by the RA legislation shall be published within the terms defined by the RA legislation.

18.9. In case of disagreement with the changes (additions) made in accordance with point 18.7. of Terms and Conditions, the Subscriber has the right to unilaterally terminate the Subscription Agreement before the changes (additions) enter into force (defined by the Operator), notifying the Operator in writing, if the Subscriber does not have an unfulfilled obligation to remain a Subscriber for a term defined by the Subscription Agreement. If the Subscriber does not apply to the Operator and continues to use the Services, then the Operator's Offer/Terms for making changes (additions) are considered agreed with the Subscriber and admitted (accepted) by the latter.

18.10. Information about changes (additions) favorable to subscribers may be posted by the Operator on the Website on or after the date of entry into force of these changes

18.11. Taking into account the fact that according to point 18.7. of the Terms the Operator has the right to make changes (additions) to the Subscription Agreement from time to time, including these Terms

and Conditions, so you hereby unconditionally acknowledge that in the event of any inconsistency between the Terms, Services Tariffs, Offer Descriptions posted on the Website, as well as the Procedures / Rules and other versions, the Terms, Service Tariffs, Offer Descriptions and Procedures/Rules published on the website as of the last date will remain in force.

- 18.12. You are obliged to follow (check) the changes made to the Subscription Agreement by the Operator, which are published on the Operator's Website and / or presented in the Sales and Service Centers.
- 18.13. The Operator has the right to transfer all or part of its rights stipulated in the Subscription Agreement or to transfer its obligations to another person without your consent.
- 18.14. You have no right to transfer your rights and obligations under the Subscription Agreement to a third party without the consent of the Operator.
- 18.15. The Subscription Agreement is interpreted in accordance with the current legislation of the Republic of Armenia.
- 18.16. Your relationship with the Operator not regulated by the Subscription Agreement is regulated by the current legislation of the Republic of Armenia.
- 18.17. In case any provision of the Subscription Agreement is declared invalid or cancelled, the other provisions will not be changed and will remain in force.
- 18.18. The Subscription Agreement is made in Armenian, but can be translated and published also in other languages. In case of any discrepancies between the Armenian and other language versions, the Armenian version shall prevail.

19. Transitional provisions

- 19.1. These Terms apply to all previous Agreements (subscriptions) concluded between the Operator and Subscriber prior to the entry into force of these Terms, as well as the Services provided on their basis.

The Operator's Requisites

«Operator»: «Telecom Armenia» closed joint stock company
Legal address: 24/1 Azatutyan avenue, Yerevan
Activity address: : 24/1 Azatutyan avenue, Yerevan
Operator's Website : www.telecomarmenia.am.
TPIN: 02500052

Executive Officer Hayk Yesayan