

## PUBLIC OFFER

### GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF ELECTRONIC COMMUNICATION AND OTHER SERVICES

#### 1. Subject

1.1. These Terms and Conditions set out the general terms and conditions for the provision of public electronic communication and other services to individuals and legal entities by TELECOM ARMENIA Open Joint Stock Company and constitute a public offer to conclude a Services Agreement (hereinafter referred to as the "Offer").

1.2. The Offer shall be deemed to be fully and unconditionally accepted upon the occurrence of one of the following conditions:

- Service fulfillment or
- The application for connection to the services shall be signed by the Subscriber or the Subscriber's representative acting on behalf of a notarised or similar power of attorney, as prescribed by law, and submitted to the Sales and Service Centre and/or to the employee authorized to sell Services on behalf of the Operator (unless otherwise stipulated by the Operator) or
- Actions to obtain services and fulfill the terms of the Offer (application download, registration on the website, or payment of the appropriate amount) or
- other acceptance of these Terms and Conditions.

1.3. Do not contradict other provisions; these Terms and Conditions are at the same time a proposal to approve the previous terms dated April 12, 2021 published by the Operator on the same subject as amended and restated (offer). In the absence of a written objection to the Terms and Conditions and a request to terminate the previously concluded agreement before the specified date, these Terms and Conditions will be considered fully accepted by the Subscriber if the Subscriber continues to use the Services after the specified date.

#### **Definitions**

**2.1 Operator:** TELECOM ARMENIA Open Stock Company, operating under the brand name "Team Telecom Armenia," a company providing public electronic communications, television, and other services in the Republic of Armenia based on licenses and permits issued by the Public Services Regulatory Commission of the Republic of Armenia and the Commission on Television and Radio.

**2.2 Operator's Website:** Operator's official website: [www.telecomarmenia.am](http://www.telecomarmenia.am).

**2.3 Public Electronic Communications and Other Services:** services being provided by the Operator, which are included in, but not limited to, the list specified in Clause 3.1 herein.

**2.4 Operator's Network or Network:** an electronic communications network operated by the Operator, a transmission system and, where appropriate, also connecting/disconnecting or routing equipment, as well as other resources that allow transmitting signals over fiber optic and/or other type of cable (hereinafter referred to as "Fixed Network"), radio, optical, or other electromagnetic means, including via a satellite network (hereinafter referred to as the "Mobile Network").

**2.5 Network Coverage:** geographical location/territory where (within which) it is technically possible to use the Services provided by the Operator's Fixed Network (Fixed Network coverage) and/or Mobile Network (Mobile Network coverage).

Detailed information about network coverage, services provided within its boundaries, applied technologies is available on the operator's website at the link <https://www.telecomarmenia.am/hy/coverage-areas>.

**2.6 Personal Account:** a subscriber's personal page/domain created through the Operator's website or the My Team mobile app, through which the subscriber can perform the actions established and permitted by the Operator, changes related to the subscription, as well as get acquainted with all the information, changes related to the provision of the Services.

**2.7 Sales and service center(s)** - a specialized sales and service center(s) for the Services and equipment offered by the Operator for customer service.

**2.8 Call Center** - a specialized subdivision of the Operator where the Subscriber may get information about the Services provided, payments charged, additional Services provided as well as the reasons for limitation/suspension (termination) of the Services, receive technical support if necessary, make changes to the Subscription Agreement as prescribed and permitted by the Operator, etc.

- 2.9 Subscriber or You** - any person with which the Subscription Agreement is concluded.
- 2.10 Corporate Subscriber** - commercial and non-commercial entities, individual entrepreneurs.
- 2.11 Territory** - apartment/residential building, mansion, business address or territory serving such purpose, where the Subscriber wishes to receive the Service(s) provided over the Operator's Fixed Network, under tariff plans with the inclusion of Internet and other Services as well.
- 2.12 Billing System** - an automated system that records the type, volume and cost of the Services provided to the Subscriber, generates invoices, calculates debts of Subscribers, payments received and presents the final results (statement):
- 2.13 Account** - a register of analytical calculations in the Billing System, which is used to record the volume of the Services provided to the Subscriber during the Calculation Period and the payments charged for them and presented to the Subscriber for payment.
- 2.14 Billing Period** - a calendar month during which the Services were provided to Subscribers of the postpaid system. For Subscribers of the prepaid system, other deadlines shall be set.
- 2.15 Settlement Day** - a specific day of the month following the Billing Period, when the amount calculated for the Services provided to the Subscriber of the postpaid system during the Billing Period and payable by the Subscriber is summed up, on the basis of which the invoice is generated (it is one day of the month).
- 2.16 Application form** - a written document in the form prescribed by the Operator (regarding the full and unconditional acceptance of these Terms and Conditions and subscription to the Services provided in accordance with them) signed (concluded) by the Subscriber (his/her/its authorised person).
- 2.17 BAN** (billing account number) - a combination of numbers used to identify the Subscriber in the Billing System, which is also considered to be the number of the Subscriber Agreement.
- 2.18 Password** - a combination of letters, characters and/or numbers determined by the Subscriber to use certain types of the Services as well as to access the Personal Account used to identify the Subscriber.
- 2.19 Tariff Plan** - a type of the Service established and published by the Operator which establishes the name, features, conditions of the Service and other information.

- 2.20 Tariff Package(s)** - packages of additional minutes, MB of Internet, SMS and other Services with a specified validity period which can be used without having to change the current Tariff Plan.
- 2.21 Package(s) of Services** - a Service(s) comprising several different Services and calculated by the same name and cost (price).
- 2.22 Telephone Number** - a number assigned to the Subscriber for the purpose of providing the Services from the numbering resources provided to the Operator from the numbering plan of the Republic of Armenia, and in case of using mobile service and/or number porting, also to another operator providing electronic communication services, by means of which the Subscriber can be identified
- 2.23 Number Porting Service** - a service which allows the Subscriber using the Mobile Telephone Service to change the mobile network operator while retaining the mobile network number allocated by the original operator.
- 2.24 Traffic Capacity** - an aggregation of units of electronic information, including voice and short messages (SMS), signals/signals and other data transmitted over electronic communication networks.
- 2.25 Device** - a device or devices provided by the Operator to the Subscriber by right of use (under an acceptance certificate) for the provision of the Services over the assigned network with its accessories and cable(s).
- 2.26 Equipment** - technical devices compatible with the Operator's mobile network and SIM card (tablet, modem, mobile phone, etc.) and devices by means of which the Subscriber may use the Services provided via mobile network.
- 2.27 SIM card** - a means of identification of the Subscriber, which together with the Subscriber's Equipment ensures access to the Operator's mobile network and Communication Services.
- 2.28 Personal Data** - Your (Subscriber's) name, surname, year, month and date of birth, number of the identity document, Password (if any), last performed actions (payment, balance refill, Service activation etc.) and other data which allows or may allow to identify the Subscriber directly or indirectly, used separately or together according to the procedure established by the Operator.
- 2.29 Maintenance Works** - to ensure proper and continuous provision of the Services, carried out by the Operator: reequipment, restoration, repair, renewal, expansion, replacement, maintenance,

reinforcement, relocation, as well as elimination of accidents, defects and faults or other similar works on the Operator's Network.

### **3. Services provided**

3.1 The following Services are provided under this Offer by the Operator or, in the case of certain services, jointly with a third party selected by the Operator:

- Fixed-line telephony services
- Mobile telephone services,
- Broadband Internet access services,
- Video call services (videocall),
- IP TV service (IP TV, OTT, video rental) (TV services),
- Data transmission services (DATA),
- Value-added services (VAS),
- Free telephone services
- Short message service (SMS),
- Videorental service (VOD),
- VPN, iCloud, Hosting services for corporate customers
- Internet service, WIFI provision/activation service
- Service of providing additional devices and installing additional cables,
- Service of payment for services provided by the Operator by means of applications
- Telecommunication and other services.

3.2 For services provided to public, executive and local authorities, Terms and Conditions other than these Terms and Conditions and in accordance with the Procurement Act may be established.

### **4. Subscription, Subscription Agreement**

4.1. Upon acceptance of the Offer in compliance with all the clauses of the Terms and Conditions, the Subscriber's application for connection to his/her preferred tariff package/plan of the Services (hereinafter referred to as the Application), along with the present Terms and Conditions, concluded additional agreements, individual Services and/or described Tariff Packages published on the Operator's website or My Team app, terms and tariffs, special offers, and the procedure and rules set forth by the Operator in relation to the use of each Service (hereinafter referred to as the "Procedure/Rules"), will be considered as a binding agreement between the Subscriber and the Operator (hereinafter referred to as the "Subscription Agreement").

4.2. In the event of any discrepancy or conflict between the above documents, the provisions of the relevant documents shall apply in the following order of priority: Application Form, Specific Conditions, these Terms and Conditions, Subscription Agreement and Tariffs, Service Package, Tariff Package/Plan, Description of Offer, Procedure/Rules.

4.3. In order to conclude the Subscription Agreement attached to the Application, it is also necessary to submit the documents required by the Operator that prove Your identity, Your registration/residence address, in case of a legal entity, entity without legal entity status or individual entrepreneur, state register or tax registration data, in case You apply through a representative, a notarised power of attorney and identity documents of the representative (authorised person), in case of fixed-line telephony services - address of the territory where the Services are to be provided and/or the Device is to be installed and/or other documents reasonably required by the Operator (including originals) and information (hereinafter referred to as the "Required Documents").

4.4. In the application, the Subscriber shall select the list of the Services and/or Tariff Plans/Packages on which terms and conditions the Subscriber wishes to receive the Services.

4.5. Types, descriptions of services offered by the Operator, features and tariffs of their provision as well as all information related to the Services are set by the Operator and are available on the website of the Operator, at the Sales and Service Centre - on demand.

4.6. Depending on the specific nature of the Service provided, the Operator may impose other conditions on the person or groups of persons who have applied for the use of this Service, which will be specified in the Description of Offer and/or the Application.

- 4.7. The forms and contents of applications for the conclusion/termination of the agreement for the use of the services provided, amendments and additions to it, as well as for the provision of additional services shall be determined by the Operator and are available at all Sales and Service Centres; in case You do not comply with the application forms, the Operator shall be entitled not to accept and/or not to process them.
- 4.8. Materials published and available on the operator's website and/or a paper version of the documents can only be provided upon Your request.
- 4.9. In cases specified by the operator, subscription to the Services may be made during the trial period specified in the Subscription Agreement. The trial period is provided for the purpose of testing the Service, in particular to find out whether it meets Your requirements and needs, whether there is the network coverage and whether the Service is available in the locations where You mainly plan to use the Service. If the Subscription Agreement is not terminated during the trial period, it is deemed that the conditions offered and the description of the Service meet Your needs and requirements.
- 4.10. Upon the expiry of the trial period, the Subscription Agreement shall be terminated by applying to cancel this Service. The failure to submit a duly signed application for termination at the end of the trial period shall result in the conclusion of the agreement for an indefinite period or on other terms and conditions established by the Operator.
- 4.11. In certain cases, the Subscription Agreement may be concluded with an obligation to remain a Subscriber of the Operator for a certain period of time. Upon expiry of the said term, the Subscription Agreement shall be deemed entered into for an indefinite term unless it is terminated by You or the Operator in the manner and cases set out in the Subscription Agreement, the Agreement or by law.
- 4.12. Within the framework of the legislation of the Republic of Armenia, the Operator may refuse to sign the Subscription Agreement and/or provide access to the Services or a part thereof and/or unilaterally terminate the Subscription Agreement in case the payment is not made within the stipulated terms, considering it terminated in the manner prescribed by the Operator (by phone, letter, short message, placement on the Operator's website, mass media), by notifying the Subscriber if there is at least one of the following grounds:

- 4.12.1. The territory is outside the coverage area of the Network or is within the coverage area of the Network but the technical capacity for the provision of the Services is lacking/exhausted (e.g. the number of cables in that area/building, or the necessary infrastructure for laying cables at that address (manholes, poles, etc.) is missing or the necessary permits/agreements for work aimed at the provision of services are not available, the competent authority does not allow cable and installation work to be performed in the building,
- 4.12.2. until the process of discovery of the previous Devices installed in the Territory has been completed,
- 4.12.3. The required Services are already provided by the Operator under another Subscription Agreement in the Territory,
- 4.12.4. The Subscriber has outstanding obligations to the Operator under any previous agreement(s),
- 4.12.5. The Subscriber, having previously used the Services offered by the Operator (including incentive offers), has violated the requirements of the Subscription Agreement or committed fraud or abuse,
- 4.12.6. The required documents have not been submitted in the form prescribed by the Operator: Application Form and/or other necessary information
- 4.12.7. The documents or information submitted by the Subscriber are false or incorrect,
- 4.12.8. Where procedures of credit worthiness check are in place, the person who has applied for connection to the Service is assessed as a non-paying debtor or does not meet the credit worthiness and other similar requirements set by the Operator for this Service,
- 4.12.9. The territory in which the Fixed Network Services are to be provided to an individual is, in the assessment of the Operator, or serves as a place of actual activity of a legal entity and/or an individual entrepreneur and/or a territory used by an individual for earning a profit or performing other economic activities,
- 4.12.10. The owner of the territory and/or co-owner has asked the Operator to terminate the provision of the Services in the Territory.
- 4.13. In certain cases (e.g. if the applicant has no permanent place of residence in the Republic of Armenia, is not registered in the Republic of Armenia, is not a citizen of the Republic of Armenia

or does not have an appropriate residence status in the Republic of Armenia and/or in other cases stipulated by the Operator or has an outstanding obligation) the Operator may refuse to conclude the Subscription Agreement for the Services or submit additional requirements or conditions for its conclusion, including demanding money to secure the fulfilment of the obligations (deposit).

4.14. Before concluding the Subscription Agreement, providing access to the Services or a part thereof, selling equipment or setting or changing the aggregate limit, the Operator shall be entitled to check Your credit worthiness in any way and from any source not prohibited by law, including - by requiring additional documents from You to substantiate the information provided, making relevant enquiries and/or demanding additional means of security.

4.15. The Operator shall be entitled to limit the number of Devices, Equipment and SIM cards or Services available to each Subscriber.

4.16. By contacting the subscriber support center by telephone or other means of communication and passing the Subscriber identification stage, the Subscriber may make such changes to the Subscription Agreement as the Operator considers appropriate.

4.17. The Operator may, in certain cases (subject to the conditions stated in this clause), give advice over the telephone on the offers available to the Subscriber. If the Subscriber wishes to make use of the above-mentioned offer, no written document to amend the Subscription Agreement shall be concluded between the Operator and the Subscriber and the first payment made by the Subscriber shall be the confirmation (proof) that amendments to the Subscription Agreement have been made and are acceptable to the Subscriber.

4.18. If the document authorising the Subscriber's representative to act on behalf of the Subscriber is terminated or invalid, You should notify the Operator immediately. Until such change is notified to the Operator and/or the Operator is not notified, actions by the Operator to comply with the requirements of Your representative and arising from this obligation shall be deemed legally compliant and shall be done on Your behalf.

4.18 In case of number porting to the Network of another Operator or conclusion of a new subscription agreement, receipt of transcripts as well as a number of other operations defined by

the Operator, the Subscriber's representative shall present only the original power of attorney, equivalent to a notarised power of attorney.

4.19 If after the conclusion of the Subscription Agreement it turns out that the address of the territory specified by You does not correspond to the address database available in the operator's billing system (which is taken from the Real Estate Cadastre Committee under the Government of the Republic of Armenia and is periodically updated), the Operator may unilaterally correct (change) the address of the territory specified in the Subscription Agreement.

## **5. Procedure and Terms and Conditions of the Services**

5.1. Depending on their type, the Services are provided by the Operator's Fixed and/or Mobile Network, each with its own Rules and features.

5.2. In cases stipulated by the Operator, the Services may be provided by third parties selected by the Operator or jointly. The Operator may provide the Subscriber with access to services provided by third parties, acting as the Subscriber's agent in dealings with such third parties, acting on its own behalf but at the Subscriber's expense and direction.

5.3. You choose the type of subscription, Service Package, Tariff Plan/Package and/or Services at the moment of subscription according to Your requirements.

5.4. When You sign the Subscription Agreement, the Operator activates by default those additional services for which no additional payment is required (unless otherwise stated by the Operator).

5.5. Some of the Services provided by the Operator can be activated by You via the voice menu, the "My Team" application, Your equipment settings or by other means, as well as by visiting the Operator's Sales and Service Centre or by other possible means.

5.6. Before activating the Services that require an additional charge, it is Your responsibility to check the capabilities and limitations of Your equipment to use the ordered Service to see whether You can use the Service to be activated with the equipment in question. In this case, You bear the possible risks.

5.7. Some services can only be provided to You if Your end equipment meets the technical capabilities required to use such services.

5.8. By submitting an application form and the required documents in the manner prescribed by the Operator, concluding an agreement, and in cases determined by the Operator by other means of communication, You shall be entitled to change Your subscription type, tariff plan or the list of the Services within the same tariff plan and/or activate additional Services on condition that You have no outstanding obligations (debts) towards the Operator at the time of such request, unless otherwise stated by the Operator. After the end of the Billing Period, the Subscriber will be issued a final invoice that will cover all calls made during the Billing Period, including roaming calls, or a calculation of the volume of actually used services after the monthly inclusion included in the Tariff Plan. The Operator shall be entitled to impose an additional charge for each such change.

5.9. In the event of changes in the Services, Tariff Plans, bonuses, automatically generated offers and services as well as other benefits shall not be refundable or transferable to Your new account, number and/or service, unless otherwise stated by the Operator.

5.10 Your Personal Data shall be used in cases of change of the type of subscription, Service Package, Tariff Plan, Services (their types) and activation of additional Services, as well as providing You with information by the Operator, making payments for the Services and in other cases determined by the Operator.

5.11 The Subscriber can get information about the types and tariffs of the Services, description of the Offer, Tariff Plans and Packages, debts and recovered amounts from the Sales and Service Centre, Personal Account, "My Team" application, the Operator's website or Call Centre.

5.12 From one offer of the Service, which implies an obligation to remain a Subscriber of the Operator for a certain period of time, switching to another offer (without paying the penalty stipulated in the Subscription Agreement/Agreement) is possible only after expiry of the fixed term, and before its expiry - only at the sole discretion of the Operator, otherwise such switching will be regarded as breach of the obligations undertaken and the Operator will be entitled to demand fixed penalties, fines or compensation from You.

5.13 By becoming a party to the Subscription Agreement, the Subscriber (You) consents to receive advertising, commercial and/or other messages, materials and/or information sent by other entities through the Operator's network (and not only).

## **6. Provision of the Services**

6.1. The Operator shall provide the Services in compliance with the RA legislation, licenses and permissions granted to it, the Subscription Agreement, these Terms and Conditions, internal procedures and policies of the Operator.

6.1.1 In cases specified by the Operator, the Services may be provided jointly by the Operator and third parties chosen by the Operator.

6.1.2 By submitting the Application and signing the Subscription Agreement in order to receive the shared services, the Subscriber unconditionally accepts the terms and conditions of the third party chosen by the Operator to provide the shared services.

6.1.3 Television services may be provided jointly by the Operator and another Audiovisual Media Service Provider. The terms and conditions of services are available on the company's website [www. telecomarmenia.am](http://www.telecomarmenia.am)

6.2 In order to provide the Mobile Telephone Services, the Operator allocates You a Number and provides You with a SIM card.

6.3 The Number is provided to the Subscriber in accordance with the Procedure established by the Operator and You are not entitled to require a particular Number if other terms and conditions are set for its provision in accordance with this Procedure.

6.4 For the provision of a certain (desired, vanity) number, the Operator may set an additional charge or additional obligations.

6.5 After the Subscription Agreement for the provision of the Services with the Fixed Network is concluded, the infrastructure (Device) is installed and configured in the Subscriber's territory by the Operator's specialists as soon as possible and connected to the Operator's Fixed Network.

6.6 The Operator shall inform the applicant of the lack of technical possibility to provide the service of installing a landline phone, stating the reasons for the refusal within a set time limit.

6.7 If the Subscriber has a certified device with which, in the opinion of the Operator's specialists, it will be possible to use the Network Services properly and safely, the Operator may, if the Subscriber so wishes, provide the Services provided over the fixed network by means of this device.

6.8 You hereby agree that the Services are provided in accordance with and within the existing technical capabilities and capacity of the Operator's Network, the Network Coverage and the capabilities and features of the equipment used.

6.9 Information regarding the technical capabilities of the Operator's Network, TV services shall be available to the Subscriber through the Operator's Website, Sales and Service Centres.

6.10 Your use of the Mobile Telephone Services within the Network Coverage area is not restricted to a particular territory, unless otherwise stated by the Operator or derived from the nature of the Services.

6.11 The Operator, being a person duly authorised by the Subscriber pursuant to clause 6.12 of this Offer, shall be entitled to lay cables, telephone lines, install switch boxes, equipment and other communications in the Subscriber's building (flat or non-residential premises) on behalf of the Subscriber in an apartment building or a partitioned building without the consent of other owners (including in cases where it will be in common ownership by or through use), if such actions do not weaken the load-bearing capacity of the building, prevent the normal operation of the building's utilities, mechanical and other equipment, and do not thereby violate the ownership, use and management rights of their buildings, or the rights of use of the common share property of building owners.

6.12 The Subscriber hereby authorises the Operator to perform the actions specified in clause 6.11 of the Offer and all other actions necessary for their implementation, including, but not limited to, submitting notices, letters, applications to building management bodies on his/her/its behalf, in accordance with the rules and regulations defined by law, during the entire term of the Subscription Agreement.

6.13 You agree and acknowledge that the Operator takes reasonable steps to ensure the proper and continuous provision of the Services and the Subscriber's access to the Network and the Operator's

Services, but the obligation of the Operator to ensure the proper and continuous provision of the Services is an obligation to exert best efforts and no more.

6.14 You agree and acknowledge that Your ability to use and/or access the Services or the quality of the Services is subject to the circumstances and factors set out below, which may cause interruptions in the provision of the Services, quality deterioration, variations in internet connection speeds or other failures which are beyond the Operator's control. Such circumstances and factors:

6.14.1 unfavourable operating environment (degree of humidity, very high or low temperature not foreseen for normal equipment operation, etc.),

6.14.2 the quality, capabilities and features of Your equipment, technical faults or incorrect settings (operating systems incompatible with the services provided to you, viruses, etc.),

6.14.3 the quality, features and capabilities of other operators' networks and equipment, including international operators, limitations in their networks, failures, malfunctions, mode of operation of the latter, network or stationary failures or faults,

6.14.4 For the Services provided by the mobile telephone network and TV services - weather conditions and atmospheric phenomena, effects of factors limiting the availability of radio waves, distance between the Operator's station and Your equipment (telephone, modem and other equipment used to use the Services), electromagnetic interference of radio frequencies, topography, radio wave propagation and presence of other interference sources, interference, circumstances creating obstacles for normal operation of radio equipment, places of use of the Services (out of range, underground areas, near buildings, tunnels, basements and other underground areas) and time (peak hours of the Operator's Network, number of simultaneous users/consumers at a given location)

6.14.5 force majeure situations (floods, earthquakes, war, decisions of public authorities, power cuts, epidemics, etc.)

6.14.6 or other similar circumstances.

6.15 The Operator shall restore the Service(s) provided to the Subscriber within 48 hours of eliminating the cause of the interruption.

6.16 Before You sign up for the Services and use them for Your own needs, it is important to know that the Operator does not guarantee:

6.16.1 exchange of information with nodes or servers that are temporarily or permanently unavailable over the Internet,

6.16.2 Absence of interruptions, errors, drops in speed and quality, fluctuations and other disruptions and damages in the provision of the Services, and uninterrupted access to the Service,

6.16.3 Confirmation of availability on the Operator's Network with a pre-declared theoretical or average maximum speed.

6.17 In order to ensure uninterrupted operation of the Operator's Network, safety and quality of the Services, uniform distribution of the Operator's Network capabilities, reduction of congestion on a particular base station of the Mobile Network, as well as ensuring availability of the Services, the Operator shall determine the necessary technical measures, including at its own discretion measures appropriate to the situation, and shall apply restrictions regarding the volume and/or speed of Services and shall set priorities.

6.18 In order not to inconvenience You if Your positive balance (monthly payment) or Your negative balance limit is used up in the postpaid system, the Operator will not interrupt the service session (call, SMS, GPRS) provided to You at that moment, for which You will be charged accordingly.

## **7. Use of the Services**

7.1. The equipment used by You should be certified, compatible with the Operator's Network, Services and SIM-card and comply with the legislation of the Republic of Armenia.

### **7.2. The Subscriber shall:**

7.2.1. Not use the Service in any way that may affect the safe and uninterrupted operation of the electronic communication networks or equipment of the Operator and/or other operators.

- 7.2.2. Not to offer/provide the Services, whether paid for or free of charge, to third parties, as well as not to take action to distribute the volumes and provide third parties with access to the restricted internet included in the tariff plan.
- 7.2.3. Not use the Services for providing electronic telecommunication services, for sending mass messages of advertising, informational or other nature, for conducting voting, quizzes, polls, competitions, surveys, auctions, lotteries, promotions and similar events aimed at generating profit, spreading ideas or advertising without the prior written consent of the Operator.
- 7.2.4. While using the Services not violate rights and interests of the Operator, other subscribers and third parties, provisions of the legislation of the Republic of Armenia, this Offer, requirements, other procedures and rules established by the Operator
- 7.2.5. not use the Services to allow outgoing traffic from other operators and networks, or for purposes contrary to the interests of the state, human morality and public order rules,
- 7.2.6. not perform actions aimed at disrupting the normal operation of the Operator's Network or at changing the settings of the Operator's Network or equipment or software,
- 7.2.7. using different technical solutions (irrespective of the technology used) not to use the Mobile Telephone Services to provide/receive fixed line services and vice versa,
- 7.2.8. not perform actions in order to obtain unauthorised access and to use such access,
- 7.2.9. Not transmit information through the Operator's Network or perform actions that may place an unreasonably high load on the Operator's Network or equipment,
- 7.2.10. comply with the rules for the use of any technical or informational resource,
- 7.2.11. not alter the own IP address or the IP addresses used in other network protocols and on the Internet.

7.3 The Subscriber, upon decision of the Regulatory Body, shall be entitled to contact the Sales and Service Centre of the Operator and receive from it information for 12 (twelve) months prior to the moment of contact about incoming (if possible) and outgoing calls for outgoing fixed telephony services and mobile telephone services, detailed information about outgoing SMS messages (information about incoming SMS messages is not provided), in the form of invoices or in another way acceptable for the Operator, if these calls and SMS messages have been tariffed and the Subscriber had to pay for this Service. In other cases the necessary information shall be provided in the manner prescribed by the Regulatory Body. The Operator can set a longer transcription period.

7.4 At the request of the Subscriber for fixed network services, the Operator's Sales and Service Centres may provide free transcripts of outgoing calls to international, long distance and public mobile networks - one copy for each billing period.

In other cases the Operator may charge a fee for providing the account statement and transcript to the Subscriber.

7.5 The Operator shall not be obliged to provide information on SMS messages sent and received by You/the Subscriber, content of Internet resources, electronic addresses of access sites.

7.6 You hereby give Your consent for the Operator to examine and process the content of the internet resources You have used, the information about the electronic addresses of the access sites, if You have applied to the Operator to disagree with the invoices/charges.

7.7 You shall follow information security rules and beware of fakes.

7.8 In the event of delivery of viruses and/or spam from Your end equipment, the damage will be deemed to have been caused by Your operation or inaction.

## **8 Use and Storage of SIM card, Devices, Equipment**

8.1. The acceptance and transfer of the Device(s) and/or Equipment shall be documented by an appropriate act (hereinafter referred to as "Acceptance and Transfer Certificate") which is an integral part of the Subscription Agreement.

8.2. Except as provided in clause 6.7 hereof, the Devices provided by the Operator together with any Equipment and Cables added (changed, repaired) by the Operator shall be deemed the property of the Operator and the Subscriber shall not modify, transfer (provide) them to a third party for a fee or free of charge, unless otherwise agreed in writing between the Operator and the Subscriber.

8.3. The risk of misuse, accidental loss, damage or theft of the Device shall be transferred to the Subscriber from the date of signing the Acceptance and Transfer Certificate, and from that date the Subscriber shall be responsible for the Device.

8.4. Installation, adjustment and transport of the Device and/or Equipment shall be carried out by the Subscriber unless otherwise specified by the Operator. Instructions for setting up the modem can be found on the Operator's website.

## **8.5. The Subscriber shall:**

8.5.1. Not use the Equipment, Device and SIM card provided by the Operator in combination with other incompatible equipment or in any other way that may damage or affect the electronic communication networks or equipment of the Operator and/or other operators;

8.5.2. Activate his/her/its allocated prepaid mobile phone number, use it to receive outgoing or incoming (voice or non-voice) services, refill the balance of the proper account within three months of purchasing it and signing the agreement. If the above actions are not performed within the specified period, the Operator shall be entitled to unilaterally terminate the agreement without a prior notice.

8.5.3. Take good care of the Device and/or Equipment and keep it in good and working order.

8.5.4. Use the Device and/or Equipment only for its intended purpose and in the location, where installed and set up by the Operator's technicians, not replace them without the Operator's permission.

8.5.5. not repair the Device and/or Equipment without the written consent of the Operator.

8.5.6. Notify the Operator (presenting the documents required by the Operator) within 3 (three) days if Your device and/or equipment is lost, stolen, damaged by You or a third party, otherwise You cannot claim a reduction in Your monthly fee by the amount corresponding to the number of those days.

8.5.7. Upon receipt of a request for the return of the Equipment provided by the Operator, the Device(s) shall no longer be used and shall be returned to the Operator.

8.5.8. refrain from improper, illegal and abusive use of the SIM card, the Equipment and Device provided by the Operator and prevent its use by unauthorised persons,

8.5.9. In the event of termination of the Subscription Agreement (regardless of the termination reason) or termination of provision of a particular Service, return the Device and/or Equipment in good working order to the Operator within 20 (twenty) days or, in certain cases, within another period specified by the Operator, either by enabling the Operator's specialists to disassemble the equipment or by disassembling it himself/herself/itself.

8.6. If the Subscriber fails to return the Device(s) within the twenty (20) day period specified in clause 8.5.9. of these Terms and Conditions, the Subscriber shall pay the amount of the cost (compensation) of the Device and/or Equipment, specified by the Operator.

8.7. The Operator shall replace the Device provided to the Subscriber with a new one free of charge as soon as possible if it is recognised by the Operator as having a manufacturing defect.

8.8. The equipment required to use mobile phone services shall be purchased by You at Your own expense and discretion, and You shall be responsible for its set-up and proper operation.

8.9. In the case of certain services, the Operator may offer equipment under special conditions, including the obligation to remain a Subscriber of the Operator for a fixed period or other obligation specified by the Operator. The Operator may also offer the equipment under terms of use, right of use or on other basis.

8.10. If You have been given the device and/or equipment under the right of use, You may not assign, sell, rent or in any way transfer it to another person or make any changes to it, and if the device and/or equipment is damaged, lost or stolen You should pay for its cost to the Operator in accordance with the established procedure and time limits.

8.11. The Operator is the sole owner of the SIM card provided to You, except for the information on it.

8.12. You shall bear the risk of damage, loss, theft and unauthorised use of Your SIM card from the moment it is transferred to You.

8.13. The Operator shall replace the SIM card which has a manufacturing defect free of charge on the basis of the Subscriber's application (within the shortest possible time for the Subscriber). In other cases, the Operator may charge You an additional fee for replacing the SIM card.

8.14. You shall not be entitled to assign, sell, rent or otherwise transfer, damage or destroy the SIM card.

8.15. Any attempt to duplicate the identifying technical data registered on the SIM card is prohibited and You shall be liable for this in accordance with the legislation of the Republic of Armenia.

8.16. The Operator shall be entitled, as of the moment of termination of the Agreement on Your initiative, and in case of termination of the Agreement on other grounds, to provide another person

with the cellular and fixed line numbers provided within the term stipulated by the legislation of the Republic of Armenia.

8.17. Due to technical or other needs, the Operator shall be entitled to change the fixed network number or SIM card assigned to You by notifying You in advance.

8.18. You shall inform the Operator immediately if your SIM card or device and/or equipment is lost or stolen so that Your Services may be suspended.

## **9 Tariffs and Charges**

9.1. The Operator shall at its own discretion set and, in accordance with Clause 18.5. of these Terms and Conditions, shall be entitled to unilaterally change the tariffs for services, service packages, and tariff package/tariff plan. Tariffs for certain regulated services shall be changed in accordance with the decisions taken by the Public Services Regulatory Commission of the Republic of Armenia.

9.2. The Operator shall be entitled to charge you a fee (penalties) for restoring limited or suspended Services, replacing a SIM card, or reconnecting dismantled cables and Devices and/or Equipment.

9.3. The amounts charged for the Services rendered and the scope of the Services rendered shall be calculated according to the data provided by the Operator's Billing System or other operators and service providers (for example, when providing services in roaming).

9.4. For the calculation of the services rendered and their scope, the data registered and presented in the settlement systems of the Operator, and in the case of certain Services, of other Operators and service providers, shall be taken as the basis.

9.5. Telephone communication services shall be charged in the amount of a monthly/daily fee (proportional in the case of an incomplete month) corresponding to the service package, tariff plan/plan or offer description, and/or based on the duration of the telephone call, the number of requests you have made, the number of activated and/ or used services, the number and/or volume of received, transmitted, sent, processed, and/or stored information according to the tariff unit, as well as according to other criteria established by the legislation of the Republic of Armenia and/or the Operator.

9.6. The call duration shall be calculated from the answer signal of the called party until the caller or the called party receives a disconnect signal or the equipment of the Subscriber or the called party is turned off unless otherwise specified by the Operator for some services.

9.7. The call shall be considered accepted and the duration of the call and the relevant charges shall also be calculated in cases of response/signal of the following equipment:

9.7.1. Data transmission equipment (for example, a modem, facsimile machine, and other equipment operating in the mode of automatic information reception) or other equipment of the Subscriber that provides or simulates the possibility of data transmission in the absence of the called person;

9.7.2. Subscriber's equipment, answering machine, voice mail;

9.8. In the case of the Internet access service, the fee shall be charged in accordance with the service package you have chosen, the Tariff Package/Plan or the Description of the Offer (monthly fee, daily fee, and/or volume used (Mb) or within another procedure, as established by the Subscription Agreement).

9.9. Taking into account the technical peculiarities of the Network operation, the Operator shall be entitled to set the maximum duration of one continuous or activated, but unused communication session, i.e. telephone call, video call, Internet session, etc.

9.10. If you use such a service (roaming, international outgoing services, etc.), which settlement fee as of the specified moment (due to technical or a number of other features) is not visible in the Operator's Billing System, then an invoice for this service shall be delivered to You from the moment it has become visible in the Billing System, and you shall pay (even if the Subscription Agreement has already been terminated).

9.11. In case of loss, theft, or damage to the Device and/or Equipment provided in accordance with the Subscription Agreement, or for any other reasons (as a result of actions other than the Operator's ones), the provision of a new Device shall be possible after the Subscriber compensates the Operator for the Device but no later than within 10 (ten) days from the moment the Operator makes such a request to you.

9.12. The operator shall be entitled to:

- 9.12.1. demand payment for the elimination of malfunctions and flaws that prevent the proper provision of the Services (including the replacement of cables or equipment), if they were caused by the actions and/or inaction of the Subscriber;
- 9.12.2. charge the Subscriber a fee for the provision of additional services;
- 9.12.3. Require the Subscriber to pay for the connection, for cabling and installation work on the Subscriber's Premises for connection to the Operator's Network (for example, if the number of cables (materials) used by the Operator's specialists and the scope of work performed exceed the standards established by the Operator) if this was previously agreed upon with the Subscriber.
- 9.13. Within its competence, the Operator may establish and publish other procedures and conditions for calculating and charging fees for the cost of the Services provided.

## **10 Procedure and Terms of Payment**

10.1. Service fees shall usually (unless otherwise specified by the Operator) be set and calculated on a monthly basis.

10.2. For the service (e.g. of the subscription type), a prepaid or postpaid  
and/or (postpaid) monthly subscription to the  
payment system shall be established.

10.3. In the case of partial or full delay or non-payment for any Telecommunication Service provided or other non-fulfillment of financial obligations to the Operator, the Operator shall be entitled to reduce/recover the amount of the debt at the expense of the pledged funds of the Subscriber or a bank guarantee and/or the amount of the advance payment and/or confiscate the collateral, if any.

10.4. The Subscription Fee may be a fixed amount or may depend on the number of Services, lines, or numbers activated and provided under the Subscriber's Account.

10.5. Depending on the Offer Description, Service Package, and Tariff Package/Plan, the subscription fee for the Services used may or may not be reduced.

10.6. The subscription fee (monthly fee) is subject to calculation and collection from the moment of activation of the Service until the complete suspension of the Service unless otherwise specified by the Operator.

10.7 In the case of termination of the postpaid system agreement, if the Service Package or Tariff Package/Plan preferred by the Subscriber had activations, then the inclusions shall be calculated by the days used. In the case that the Subscriber spends more activations than used days, then at the end of the month, the greater number of used activations will be recalculated and charged in accordance with the tariffs of the Subscriber's Service Package, Tariff Package/Plan.

10.8 You shall pay the subscription fee even if you did not use the Service for any reason (unless you have terminated the Subscription Agreement within the prescribed procedure).

10.9 The Operator may, at its sole discretion, set an amount limit for the use of the Services (the maximum negative Balance and other usage limits, within which you may use the Services.

10.10 According to the selected Service Package, Tariff Package, Tariff Plan, List of Services, and scope, the amount limit shall be set and changed at the discretion of the Operator, taking into account your payment history, your credit history, solvency, the volume of your activity and turnover, reliability, and other similar factors.

The Operator may change approaches to determining the Limit.

10.11 Upon reaching the monetary limit within a month, you can repay the existing debt in whole or in part and continue to use the Operator's Services within the amount paid if the limit is not exceeded.

10.12 If you reach the monetary limit set by the Operator, the Operator shall be entitled to limit or suspend the provision of the Services and/or present an extraordinary invoice for the Services actually rendered, which shall be paid within the time specified in the invoice.

10.13 Based on the Subscriber's application, the Operator may set a limit for the Postpaid Mobile Communications Services, the limit of which may be exceeded on the grounds listed in Clauses 6.18 and 10.14 of this Offer.

10.14 Charges for Postpaid System Services, including roaming, shall not be taken into account in real mode, as a result of which Subscribers may exceed their monetary limit. Prepaid Subscribers may spend more than their actual balance during Billing System and Maintenance failures. In such

cases, when checking the Account, Subscribers cannot see the latest Balance updates, which is not a reason for non-payment of the amount calculated for the Services used.

#### **10.15 Prepaid system:**

You are entitled to use the Services within the limits of your Balance and the term set by the Operator. The fee for the Services rendered shall be deducted directly from your Balance.

#### **10.16 The system with the monthly subscription:**

10.16.1 In the case of a system with a monthly subscription, a monthly subscription fee (monthly fee) shall be set and paid by the Subscriber on a monthly basis, regardless of whether the Subscriber was using the Service(s) in this month or not.

10.16.2 - - - - - In the case of a system with a monthly subscription, an advance payment, which may or may not be reduced to the amount payable for the following month, may be charged at the time of subscription to the Services.

10.16.3 If You are already at least one (1) month in arrears, then in order to re-activate the Service provided to you and use the Services, it will be necessary to pay it in full and the monthly fee for the current month (if any) unless otherwise established by the Operator.

10.16.4 In the case of the activation of paid Services, a writing-off shall be made together with the subscription fee and according to the same rules or from the advance payment made by you unless otherwise established by the Operator.

10.16.5 In the case of a system with a monthly subscription, payment shall be made monthly within the period calculated from the date of invoice or the day specified in your Subscription Agreement or the invoice delivered to you. Whereupon, the amount calculated for the billing period and the negative Balance of the previous month, if any, shall be paid each month.

#### **10.17 Postpaid monthly and postpaid subscription system:**

10.17.1 In the case of a postpaid monthly and postpaid subscription system, you shall make a payment within the month following the Billing Period but no later than the date indicated on the invoice, within the specified procedure in the Services Package, Offer, and/or Tariff Package/Plan and/or according to the number of Services used.

10.17.2 Corporate Subscribers shall be liable to the Operator for their employees if these employees use the Services within the Subscriber's corporate Tariff Plan/Package unless otherwise established by the Operator. In the case of violation by the Company of the terms of payment of invoices, the Operator shall be entitled to terminate the provision of Communication Services to all telephone numbers of the Company in accordance with the Agreement. At the same time, the Company shall retain the obligation to pay the previously issued invoices for the Communication Services rendered to it. An employee shall not be separately responsible for paying for mobile services provided to the Company. Payment obligations shall apply to the Employee only in cases of rendering those services (for example, "Corporate Budget" and "Mobile Budget"), when the limit provided by the Company is exceeded and the Employee undertakes to pay bills for the most used services that exceed the budget threshold at its own expense.

10.18 According to the offer and type of the Service, you can pay in cash, by bank transfer, through terminals, by bank payment cards, online, through mobile applications, and/or other means, which are 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 shall be entitled, without prior notice to you/the Subscriber, to set off or send funds received and unused under one Subscription Agreement, Account, or Number, to pay off the debt incurred under another Subscription Agreement, Account, or Number, whereupon, the Subscriber's account retains the amount remaining after the full repayment of the debt.

10.20 In the case of a postpaid system of services, your invoice for each month shall be drawn up and issued within 10 (ten) days from the Settlement Day unless otherwise established by the Operator.

10.21 At your option, the invoice may be sent by email or postal delivery service upon request. The operator shall be entitled to charge you for postage, as well as for providing a copy of your invoice.

10.22 The Invoice (Account Statement) generated and submitted by the Operator based on the data registered in the Binning Systems is considered evidence of the Services rendered and their scope.

10.23 In any case, you are personally responsible for clarifying your monthly debt and are responsible for its timely payment, regardless of the method of payment, the fact of receipt of the invoice, or the existence of objections to the invoice provided, paying, in this case, the undisputed part thereof. Non-receipt or untimely receipt of an invoice shall not be grounds for non-payment.

10.24 You may dispute or object to an invoice delivered to you by the Operator before the expiration of the due date set for such the invoice, otherwise, the (settlement) debt (settlement fee) specified in the submitted invoice shall be deemed unconditionally accepted by you.

10.25 Non-payment of an invoice shall not be considered an objection in these terms.

10.26 Account objections can be submitted in writing, by e-mail, or by contacting the Call Centre.

10.27 For Services provided by fixed and mobile networks, the Subscriber shall pay no later than the payment date specified in the invoice unless otherwise specified in the description of the Services Package, Tariff Plan/Package, or the Operator.

10.28 The payment shall be considered to be made from the moment the amount is deposited into the Billing System of the Operator.

10.29 In the case of non-payment within the specified period, the Operator shall be entitled to charge a penalty for each day of delay in the amount of 0.1 (zero point one) percent of the amount payable, within the limits determined by the Legislation of the Republic of Armenia unless otherwise established by the Operator.

10.30 When making a payment, you shall accurately indicate the phone number and/or Account Number and/or contract number, BAN, to which it is made.

10.31 Any person making a payment on behalf of the Subscriber (in relation to making payments) shall be deemed to be duly authorized by and acting on behalf of the Subscriber.

10.32 You hereby irrevocably consent to the correction of incorrect payments by the Operator, including the transfer of an incorrect payment from Your account to the correct addressee.

10.33 Any payment made by you to an incorrect account may be corrected by the Operator to the extent reasonable and the Operator shall not be liable for any loss incurred by you.

10.34 An incorrectly transferred amount shall be returned to you if the person to whose account the amount had been transferred by mistake did not use it or had the relevant amount on his/her Balance.

10.35 In the case of receipt of payment from abroad to the account of a Subscriber with a postpaid subscriber system (including an erroneously transferred amount), upon the termination of the Subscription Agreement or in other cases, the Operator shall be entitled to return to the Subscriber or to the person who transferred the funds in the amount available on the Subscriber's account, in full or in the amount of the entire amount of payments received from abroad, if the Operator identifies a prohibited action during the transfer in accordance with the law.

10.36 You hereby agree that if you fail to pay the Operator's invoices properly, for the purpose of recovering money in court, the Operator shall be entitled to charge you with a penalty according to the formula below at its sole discretion, as well as that you shall make payment at the first request of the Operator

**$\frac{\text{III} \cdot \text{ДМ} \cdot \text{IIIб} \cdot \text{Кп}}{100}$**

Where:

III is the interest rate of the fine, calculated in accordance with this clause,

ДМ is the main (parental) amount of your debt,

IIIб is the basic rate of the fine envisaged by this clause, which amounts to 21%

Кп is the correction factor, which, in addition to that envisaged by this clause, is the subtotal (divisible) of all other penalties and fines accrued on you and the main (parental) amount (divisor) of your debt.

10.37 You hereby acknowledge and agree that the Operator is entitled, in accordance with the procedure established by it, to zero your Balance without any notice to you if it is not used up within the prescribed period.

## **11 Suspension, Restriction**

11.1. The Operator shall be entitled to restrict or suspend the provision of the Services to you by notifying you in advance (with the exception of clauses 11.1.1 and 11.1.2) in the following cases:

11.1.1. You are using non-certified equipment,

11.1.2. You have connected to a public electronic communications network equipment that is incompatible with or affects the operation of the public electronic communications network or the ability of other people to use public electronic communications services,;

11.1.3. You have used the Services improperly, unlawfully or inappropriately

11.1.4. You have violated any term of the Subscription Agreement,

11.1.5. You did not pay or replenish your account for the services rendered on time or in full, including applicable penalties, fines, and other amounts established by the Subscription Agreement,

11.1.6. When subscribing to the Services, you have provided incorrect or incomplete information or documents, or otherwise failed to comply with the subscription terms,

11.1.7. The Operator detected suspicious Traffic (facts of an attempt to distribute virus programs or spam or reasonable suspicions thereof, etc.),

11.1.8. To carry out maintenance, repair, and/or re-equipment of the Network, or

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

11.1.10. You have performed one of the actions specified in paragraph 7.2.2 of the Offer; depending on the tariff plan the speed of the provided Internet-service may be limited by the speed set by the Operator.

11.2. In the case of non-activation of the prepaid mobile communication system number assigned to the subscriber within three months after purchase, as well as in the case of non-use of services for the outgoing or incoming (voice or non-voice) SMS messages for receiving/sending for three or more months.

11.3. In cases of restriction or suspension of the service, the Operator shall be entitled to:

11.3.1. Partially or fully deactivate the Service (for example, incoming and outgoing calls),  
limit the speed of Internet access

11.3.2. Dismantle its own cables and Devices and/or Equipment.

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

11.5. Upon termination or expiration of the grounds for suspension or restriction, reactivation will be performed without prior notice to you.

11.6. In the case of suspension or restriction, reactivation may be performed if you pay all debts, penalties, fines, and other amounts established by the Subscription Agreement, as well as if you pay all expenses incurred by the Operator in connection with the collection of the same unless otherwise established by the Operator.

11.7. Restriction of the Service does not release you from the obligation to pay the monthly subscription fee and other debts accumulated for the additional services provided.

11.8. Unfulfilled obligations by you during the entire period of suspension or restriction shall be subject to execution by you within the manner and time limits established by the Subscription Agreement.

11.9. If you are a user of more than one Account or Service and you have a debt to the Operator in connection with any Account or Service owned, the Operator shall be entitled to suspend or restrict all Services (Numbers) provided to you until the debt is fully paid.

11.10. During the suspension and/or restriction of certain Services that you do not wish to suspend, including the service of the volume of high-speed Internet allocated to you, the Operator may require a fee in accordance with the Offer Description and Tariff Package/Plan.

11.11. For security reasons, the Operator shall be entitled to restrict or suspend the provision of the Service by notifying you in advance, or to ask you to stop using the Service temporarily; failure to comply with this requirement may entail liability for you.

11.12 The Operator has the right to restrict or cancel your call to the Call Centre of the Subscriber Service Department if:

- You have repeatedly had a disrespectful or, from the point of view of moral norms, openly contemptuous attitude towards the employee of the Company, irrespective of the purpose of addressing the employee or communicating with the latter in any other way; or you have shown behavior expressed in insulting or humiliating the employee, using obscene language and indecent remarks regarding the employee, or insulting the honor, dignity or business reputation of the employee or Operator in any other way; or you have otherwise disrupted or interrupted the normal working routine.

- Records of phone calls made by the Company to improve the quality of service, messages to emails, social media, and the written service platform in the “My Team” application on the Operator's website may be used as grounds for restriction or cancellation of any calls or other communications made by you to the Operator’s Call Centre or may, if necessary, be presented or used as evidence to the relevant authorities.
- 11.13 You are entitled to suspend the Services provided by the Fixed Network for a period of one month to one year by giving written notice of such suspension at least ten days in advance and to fulfill all other obligations under the Agreement in connection with the suspension thereof.
- 11.14 If you want to suspend other services provided to you temporarily for a period of over two months, then after submitting the relevant application, you shall fully repay the existing debt and/or return the Device and/or Equipment to the Operator and pay the fee set by the Operator.
- 11.15 In the case that you have entered into a Subscription Agreement with the obligation to remain a Subscriber of the Operator for a certain period, in the case of suspension of the Service at your discretion, the period of suspension shall not be included in the calculation of the above period and the period of your obligation to remain the Subscriber shall be extended in accordance with the period of suspension.
- 11.16 Upon Suspension/Restriction of the Services, your positive Account Balance, bonuses, automatically generated offers, and other benefits may be zeroed in accordance with the Service Offer and Tariff Plan/Package.

## **12 Responsibility**

12.1. The Subscriber shall guarantee that it has the appropriate authority to allow the laying of cables and installation of Devices and/or Equipment required for the provision of the Services in the Area specified in the Application. The Subscriber shall, within ten days, reimburse the Operator for all damages incurred by the Operator for all claims made by third parties in connection with this clause.

12.2. The Subscriber acknowledges that the Operator is entitled to terminate the Subscription Agreement unilaterally (in relation to the provision of Services through the Fixed Network in the Territory) in the case of justified claims brought against the Operator by third parties in connection with clause 12.1 of these Terms and Conditions, whereupon, when terminating the Subscription

Agreement with an obligation to remain the Subscriber for a specified period, the Subscriber shall bear the risk of the relevant obligation.

12.3. Within the permissible limits of the Law, the Operator and you shall hereby refuse to make claims to each other for compensation for indirect losses and lost profits related to the Services provided in accordance with the Subscription Agreement.

12.4. The amount of the operator's liability shall be calculated from the monthly amount calculated for a given month, in proportion to the period of impossibility to use the services and shall not exceed it.

**12.5. The operator shall not be responsible for:**

12.5.1. Failure to provide or improper provision of the Services, if this is a consequence of the Maintenance and/or the circumstances and factors of clause 6.14 of these Terms and Conditions and/or other similar events,

12.5.2. Damage caused to you by the Equipment or the SIM card purchased from the Operator, as well as damage caused to the Equipment or the SIM card by you and other persons,

12.5.3. The use of the Services by you in an improper or illegal manner,

12.5.4. Services provided by other operators and persons, and for the quality of services provided to the Subscriber by third parties or through them using the Operator's network or other technical means. The Operator as well shall not give any guarantees in this regard, including for invoices issued in respect thereof. If necessary, in order to provide such services to the Subscriber, the Operator may act as an agent of the Subscriber in relations with third parties, acting on its behalf and at the expense of the Subscriber,

12.5.5. Interruptions, disconnections, failures, or changes to certain types of Services caused by failures or signal termination or Services provided through its partners (including foreign ones) or agents, or

12.5.6. Charging any additional fees in accordance with the rules established by the Bank, i.e. the intermediary organization accepting payments.

**12.6. Subscriber/you shall be responsible for:**

12.6.1. Damage caused to the Operator or third parties or their property in the case of using the Services in violation of these Terms and Conditions,

12.6.2. Storage of the Device and/or Equipment, its accessories, cables, and other additional appliances, as well as in the case of their deterioration, misuse, loss, damage, or theft. In these cases, you shall reimburse the damage within the manner established by the Operator,

12.6.3. Transactions made by you (electronic payments, purchases, etc.), participation in electronic and other games with a prize, as well as their consequences, through access to the Services provided by the Operator. You shall bear all the relevant risks,

12.6.4. Any information sent by you to the means of communication or provided by you to the Operator, including your personal data, that became known to persons having access to the same means of communication, as well as its consequences,

12.6.5. Obtaining the required permits for laying cables and installing Devices and/or Equipment in the Territory for the purpose of providing the Services, as well as for causing damage to a third party as a result thereof,

12.6.6. Familiarization with the changes in the Terms and Conditions, Subscription Agreement, Network Coverage, List of Services, prices, and Rules after signing the Subscription Agreement, and

12.6.7. Payment of all debts incurred for the services used in the cases specified in Clauses 10.11 and 11.1.5 of the Terms and Conditions, including the payment of debts resulting from exceeding the total limit or the actual Balance.

12.7. Before reporting a problem to the Operator, you shall ensure your equipment to make sure that the cause is not related to your equipment and that the problem is beyond your control.

12.8. If the problem is caused by the Operator's Network or is under the control of the Operator, you shall immediately inform the Operator so that the latter is able to take appropriate measures. In the case of untimely notification of the Operator, the Operator shall not be liable for the period preceding the notification.

12.9. You shall lose the right to make any claims related to the service provided or its quality, if the problems that have arisen are not reported to the Operator as soon as possible, as a result of which

the technical opportunity to establish the existence of problems related to the quality of the Service and find out the reasons is lost.

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 liability for debt repayment. In the event that an authorized person uses the equipment or SIM cards provided by the Operator, you will be considered their owner, and the actions performed will be considered performed on your behalf and in your favor and you will be responsible for paying off debts resulting from such use, until notification in accordance with the established procedure of the Operator about the loss or theft of your SIM card, Device, or Equipment and the suspension of the Services upon your request, which is satisfied by the Operator within 24 hours. The operator shall be entitled to take all required measures to verify your identity before fulfilling your request but is not responsible for similar requirements made by an unauthorized person, as well as for their implementation.

12.11. In the case of detection of violations of the obligations set forth in clause 8.5. of the Terms and Conditions, after receiving a written warning from the Operator to refrain from such actions, if any of these actions are repeated or the violation continues, the Operator shall be entitled, at its own discretion, to limit the speed of the Service or Traffic provided to you or suspend the provision of the Service or unilaterally terminate the Subscription Agreement, as well as to demand compensation for losses incurred by the Operator as a result of your actions.

12.12. The Parties shall not be responsible for the full or partial failure to fulfill the obligations assumed under these Terms and Conditions if the reason is the effect of force majeure. You hereby agree that your financial situation cannot be considered force majeure and you shall fully pay for the services of the Operator.

12.13. In cases when it is necessary to visit the relevant Operator's specialist in the Territory for the proper provision of services (identifying and eliminating the causes of failures), then if you do not create such an opportunity, you will lose the right to present any claims to the Operator related to the provision of the Service or quality thereof.

12.14. You hereby acknowledge and agree that if without the prior consent of the Operator you (and/or a third party acting on your awareness or instructions) distribute a statement, advertisement,

or public offer aimed at transferring (alienating) the Number provided to you by the Subscription Agreement (regardless of the type of number and the fact of payment for its use to the operator) and/or the right to use it to another person, then this will be considered a violation of the Subscription Agreement, in which the Operator may (by informing you):

12.14.1. deactivate and/or revoke the Number(s) provided to you, and/or

12.14.2. terminate the Subscription Agreement on the provision of this number(s) to you, and/or

12.14.3. apply other liability measures envisaged by the Subscription Agreement.

12.15. The Subscriber hereby accepts and agrees that in the case that the Operator discloses these Terms and Conditions, the policy for processing Personal Data, or information (personal data) about the Subscriber within the procedure prescribed by the legislation of the Republic of Armenia, it shall not be entitled to demand any compensation from the Operator.

### **13 Decision**

13.1. The Operator shall be entitled to terminate the Subscription Agreement unilaterally by notifying you in advance if

13.1.1. For the conclusion of the agreement, appropriate registration of your/Subscriber's data in the Operator's systems, and activation of the service, you/the Subscriber did not submit a package of documents or submitted a package of incorrect documents,

13.1.2. Payments specified for the service were not made within the period stipulated by the Subscription Agreement,

13.1.3. You have violated the Subscription Agreement, the provisions of these Terms and Conditions, or the terms established for Special Offers,

13.1.4. After the suspension of the provision of the Services, in the case of non-resumption of the Services within the prescribed procedure and established term, there is no sufficient positive balance on your account to ensure a positive Balance within the period established by the Subscription Agreement, Service Package, or Tariff Package/Plan, or within the period established by the Subscription Agreement or Service Package or Tariff Package/Plan for the reactivation of the service, necessary actions were not taken, etc.,

13.1.5. The number linked to the SIM card of the prepaid mobile communication system was not activated within three months from the date of signing the Subscription Agreement,

13.1.6. An actual user of the mobile number applied to the Operator and, in accordance with the established procedure, presented reliable data that this Number (SIM card) is used by him/her and belongs to him/her (actually owned by him/her),

13.1.7. A person who has the right of ownership/use in relation to the territory of services provided via the Fixed Network, and presented reliable data thereon applied to the Operator,

13.1.8. The licenses and/or permits of the Operator have been suspended, and

13.1.9. In other cases envisaged by the legislation of the Republic of Armenia, these Terms and Conditions, and the Subscription Agreement.

13.2. You are entitled to terminate the Subscription Agreement unilaterally by notifying the Operator in writing, repaying all your debts to the latter, including as a result of the final settlement, and return the Device or Equipment received under the Delivery and Acceptance Certificate to the Operator within the specified term (unless otherwise agreed upon between you and the Operator). If the Device is not returned, a fine/penalty equal to the full value of the Device will be calculated and included in the final invoice.

13.3. The final invoice is formed following the result of these actions.

13.4. If the Number is transferred from the Operator's Network to another one, your Subscription Agreement concluded with the Operator shall be considered terminated from the moment the Number is transferred (in relation to the transferred Number).

13.5. Transferring the Number from the Operator's network to another one shall not release you from the obligation to pay the debt to the Operator for the Services used with this Number.

13.6. If the Number is transferred from the Operator's network to another one, the positive account balance of your number shall not be transferred to your account in the recipient Operator's network. Existing bonuses, automatically generated offers, and other benefits shall be zeroed. In the case of re-transferring (returning) your Number to the Operator's network, you may subscribe to the Operator's Services on the general basis established by these Terms and Conditions for new subscribers.

13.7. Termination of the Subscription Agreement, regardless of its grounds, shall not release you from the proper performance of your obligations to the Operator that existed before the moment of termination and in connection with it, particularly, the obligations to pay your debt, all applicable penalties, fines, compensation, or other payments established by the Subscription Agreement.

13.8. In cases when the Subscriber does not provide the Operator's specialists with the opportunity to install and configure the Device in the Territory and connect it to the Operator's network within the prescribed term after the conclusion of the Subscriber Agreement for the provision of services via the Fixed Network, the Subscriber Agreement shall be considered terminated in a part of the relevant Service.

13.9. In the case that the Subscriber does not wish to receive any Service specified in the Subscription Agreement but refuses to sign the relevant application (agreement) thereabout and continues to use (an)other subscriber Service(s), the Subscription Agreement shall be considered amended in a part of the Service(s) not provided (if the Operator has no objections against such a change and/or this change does not cause any undesirable consequences for the Operator). The Subscriber shall be fully responsible for all adverse consequences associated with non-recording of this change in the Subscription Agreement.

13.10. To terminate the Subscription Agreement, you shall come to the Operator's Sales and Service Center and fill out an application in the form specified by the Operator unless otherwise specified by the Operator.

13.11. In the case of termination of the Subscription Agreement (except for prepaid subscription), after all the debt (including penalties, fines, etc.) of the Subscriber to the Operator has been repaid, in order to return a positive Balance on the Subscriber's account, the Subscriber shall submit an application to the Sales and Service Center in the form specified by the Operator within a period of 1 (one) year.

13.12. In the case of termination of the Subscription Agreement of the prepaid system, the advance payment made by you shall be subject to return before the termination thereof.

## 14 Security

14.1. The Operator shall not be responsible for spam sent by third parties, hacker attacks, the transmission of viruses, and damage caused to you as a result thereof. You shall personally protect your end equipment and systems from viruses and unlawful interference by other persons and shall be liable for damage caused to the Operator and/or other persons as a result of such viruses or unlawful interference, as well as liable for the repayment of debts caused by such viruses or illegal interference.

14.2. The Operator shall not be responsible for the accuracy, legality, and quality of information and content received through the Services and the Operator's Network, including the content of calls and messages if the Operator is not their exclusive copyright holder. Any information, service, or content received, transmitted, or used through the Operator's network is used at your own risk and responsibility and you shall bear the risks associated with the infringement of intellectual property rights, as well as their illegal use.

14.3. In order to improve the quality of the Services and/or telephone calls of the Subscribers, as well as for security reasons, the Operator shall be entitled to record your conversations with the employees of the Call Center or the Sales and Service Centers for the Operator's Subscribers. From the moment of entering into the Subscription Agreement, you hereby consent to such recording and acknowledge that such recordings have the force of evidence.

## **15 Personal Data Protection**

15.1. By signing the Subscription Agreement, you hereby consent to the processing of your personal data in accordance with the Personal Data Processing Policy published on the Operator's website <https://telecomarmenia.am>.

15.2. The Operator or its partners, as a part of marketing or commercial activities, as well as to collect debts or clarify and update your personal data, may contact you in writing, by phone, via SMS service, or otherwise using your Personal Data. The said includes sending you informational and promotional messages about the services provided by the Operator. You hereby authorize the establishment of communication with you in this way.

15.3. You shall ensure the accuracy and reliability of the information provided to the Operator upon subscription and during the entire term of the Subscription Agreement, and shall be responsible for this. You shall properly inform the Operator about changes in the information being registered about you (address, bank details, company name, legal form, etc.) as soon as possible after they come into force. All possible risks (adverse consequences) associated with not informing the Operator about these changes shall be borne by you.

## **16 Proper Notice**

16.1. The address indicated by you/the Subscriber in the application, as well as the contact phone number, will be considered the grounds for all subsequent functions, including notifications. The notification will be considered properly executed if it was sent to the address specified by you/the Subscriber or to the contact telephone number (SMS), regardless of the fact of its receipt by you/the Subscriber.

16.2. Notices sent by you and the Operator under the Subscription Agreement, including invoices and applications, shall be considered appropriate if they are delivered manually or sent by electronic or other means of communication to the addresses of residence/registration/legal or actual activity and/or e-mails and/or phone numbers, specified in the Subscription Agreement unless otherwise envisaged by the Subscription Agreement.

16.3. You acknowledge and agree that in the case of disputes between you and the Operator in court proceedings (both in the course of action proceedings and in the proceedings for issuing a payment order) when resolving the dispute in arbitration proceedings, all notices related to the proceedings between you and the (any instance) court, as well as between the Arbitration, you, and the Operator, the Operator and the (any instance) court, as well as the Arbitration, all notices shall be sent to both you and the Operator by electronic or other means communications to the email(s) and/or phone numbers specified in the subscription agreement and/or agreement on the electronic digital signature, manual signature, and/or other agreements. You hereby agree that notifications made by any of the methods specified in this clause shall be considered appropriate and the requirement of return notification (notice) of receipt (reading) shall not be established for them,

with the exception of notifications made by e-mail, which you consider appropriate if there is an electronic confirmation of receipt of the notice (even if there is no electronic confirmation of reading it). For the purposes of this clause, the Operator's e-mail shall be [court@telecomarmenia.am](mailto:court@telecomarmenia.am).

## **17 Dispute Resolution**

17.1. These Terms and Conditions and the Subscription Agreement shall be governed by and construed in accordance with the laws of the Republic of Armenia.

17.2. Disputes (disagreements) between the Operator and you in connection with these Terms and Conditions or the Subscription Agreement shall be resolved in the courts of the Republic of Armenia and disputes (disagreements) between the Operator and Subscribers not registered in the Republic of Armenia (citizens of the Republic of Armenia, foreign citizens, and stateless persons) in connection with these Terms and Conditions or the Subscription Agreement shall be resolved in a general-law first-instance court of Yerevan, in accordance with Article 23 of the Civil Procedure Code of the Republic of Armenia. When resolving these disputes, for all purposes of litigation, the provisions of the notice of clause 16.3 herein shall apply.

## **18 Final Provisions**

18.1. These Terms and Conditions shall come into force on April 12, 2021.

If you have entered into the Subscription Agreement with the Operator before the entry into force of these Terms and Conditions and/or if you use the Services provided by the Operator, these Terms and Conditions shall apply from the moment the Offer is published on the company's

website or in the mass media. If you continue to use the Operator's Services within 10 days, then these Terms and Conditions shall be considered agreed upon (accepted) with you and the action taken by you.

18.2. Package of Services, Tariff Packages/Plans, Descriptions of Offers, published Tariffs (price list), as well as Procedures and Rules, which are in force on the day of entry into force of these Terms and Conditions shall remain in force.

18.3. The Subscription Agreement, as well as amendments and additions thereto, other documents and notices included therein or related thereto, can be confirmed by affixing signatures and (or) seals on counterparts in a paper form, facsimile reproduction of the seal, signature, or in any other way established by the Operator.

18.4. The Operator shall be entitled to announce promotions (incentive offers) and/or discounts, which will become an addition to the Subscription Agreement and its integral part within the declared period. Information about them, including the procedure for their acceptance by you, is published on the Operator's website and/or becomes available in the Sales and Service Centers (or is distributed in other ways preferred by the Operator).

18.5. The Operator shall be entitled at any time to amend and supplement (unilaterally) the Subscription Contract, including these Terms and Conditions; such amendments for cellular communication services shall be posted on the Operator's website 10 (ten) days prior to their effect (you may also contact the Call Center or visit Distribution and Service Centers for information); for the fixed network services the amendments and additions come into force at the time defined by the Regulator; in case of changes in the composition of TV channels included in the Service(s), and/or changes in the content or termination of TV programs on the TV channels broadcast (rebroadcast) by "Telecom Armenia" and/or together with a third party, the changes come into force 3 (three) days after publication on the website, and for other services – at the time defined by the website.

18.6. In the case of disagreement with the changes (additions) made in accordance with clause 18.5 of the Terms and Conditions, the Subscriber shall be entitled to terminate the Subscription Agreement unilaterally before the day the changes (additions established by the Operator) come into force by notifying the Operator in writing if the Subscriber does not have an outstanding obligation to remain a Subscriber for the period established by the Subscription Agreement.

18.7. Information about changes (additions) beneficial to Subscribers may be published by the Operator on the Website no later than the date these changes come into force.

18.8. Given the fact that, in accordance with clause 18.5. of these Terms and Conditions, the Operator is entitled to amend these Terms and Conditions, the Subscription Agreement, and Tariffs from time to time, it follows that you shall unconditionally acknowledge that in the case of a conflict between the Terms and Conditions of Service published on the website, Tariffs, Offer Descriptions, as well as the Procedures/Rules and other options, the Terms and Conditions, Tariffs, Descriptions of the Offer, and Procedures/Rules published on the website on the latest date shall apply.

18.9. You shall personally monitor (check) the changes made by the Operator to these Terms and Conditions and the Subscription Agreement, which are published on the Operator's website and/or provided at the Sales and Service Centers.

18.10. The Operator shall be entitled to transfer, fully or partially, its rights enshrined in the Subscription Agreement or assign its obligations to another person without your consent.

18.11. Other relations between the Operator and you, which are not regulated by the Subscription Agreement, shall be regulated in accordance with the existing legislation of the Republic of Armenia.

18.12. If any provision of the Subscription Agreement is held invalid, the remaining provisions will not be changed and will remain in effect.

18.13. These Terms and Conditions and the Subscription Agreement are written in Armenian but may be translated and simultaneously published in other languages. In the case of a conflict between Armenian and other languages, the Armenian version shall prevail.

## **19 Transitional Provisions**

19.1. Before entry into force, these Terms and Conditions shall apply to all previous Subscription Agreements (subscriptions) concluded between the Operator and the Subscriber, as well as the Services provided based on them.

## **Operator Details**

**Telecom Armenia Open Joint Stock Company**

**Address: 24/1 Azatutyun Ave., Yerevan**

**Website [www.telecomarmenia.am](http://www.telecomarmenia.am)**