

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

### 1. Subject

1.1. “UCOM” Closed Joint-Stock Company (hereinafter referred to as “Ucom”) provides electronic communication and other related services (to persons referred to in point 1.2) in accordance with these general terms and conditions (hereinafter referred to as the “Terms”).

1.2. Under these Terms Ucom shall:

1.2.1. provide Mobile services to individuals and Corporate subscribers (unless otherwise provided for by the Subscription Agreement(s) signed with them).

1.2.2. provide Fixed services only to individuals, and other terms shall apply to Corporate subscribers, so that separate agreements are concluded with the persons engaged in entrepreneurial activities (regardless of being registered as such) and organisations (who want to subscribe to the Fixed services) under the terms other than the given ones.

1.3. These Terms are defined by Ucom and are a public offer for conclusion of the Subscription Agreement on provision of electronic communication and other related services.

1.4. The application for subscription to the Services submitted by You in compliance with all the points of the Terms, and appendices thereof, if any, (hereinafter referred to as the “Application”), together with these Terms, Agreements concluded, terms relating to certain Services (hereinafter referred to as the “Special Terms”), the published Costs of Services (the “Price List”), the Tariff Plan/Package, the Service offer description (hereinafter referred to as the “Offer Description”), the Personal Data Processing Policy, as well as the procedures and rules set by Ucom on benefiting from each Service (hereinafter referred to as the “Procedures/Rules”) shall constitute an agreement concluded between You and Ucom, hereinafter referred to as the “**Subscription Agreement**”.

1.5. In the event of misinterpretations and inconsistencies between the specified documents, the provisions of the respective documents shall apply in the following order of priority: Application, Special Terms, these Terms and Price List, Tariff Plan, Offer Description, Procedures/Rules.

1.6. The Subscriber may also accept this public offer via electronic means. The procedure and specifics of the subscription via electronic means are published on the Ucom’s website.

### 2. Definitions

2.1. **Public electronic communication and other related services, hereinafter referred to as the “Service(s)”** shall mean services provided by Ucom included in the non-exhaustive list below and the description, specifications and cost (price list) whereof are published on the Ucom website and in the Sales and Service Centers;

- Broadband internet service;
- Telephony service;
- Video calling service;
- IP TV service;
- Data transfer service (DATA);
- Value-added service (VAS);

- Short messages (SMS) and multimedia messages (MMS) sending service;
- Video on demand service (VOD);
- Safe internet, WiFi provision/activation service;
- Supplementary devices provision and mantling service;
- Payment for public utilities via IP TV service;
- Other telecommunication services.

2.2. **Ucom** shall mean a company that provides public electronic communication and television service in the Republic of Armenia, operating on the basis of licenses and permits issued by the Public Services Regulatory Commission and the National Commission on Television and Radio of the Republic of Armenia.

2.3. **Orange** shall mean “Orange Armenia” CJSC whose legal successor as from 1 April 2016 is Ucom.

2.4. **Ucom Network or Network** shall mean a transmission system and, where appropriate, connecting/disconnecting or routing equipment and other resources that enable the transmission of signals by optical fibre and/or other types of cables (hereinafter referred to as the “**Fixed Network**”), radio, optical or other electromagnetic facilities, including satellite network (hereinafter referred to as the “**Mobile Network**”) so that they are used for the transmission of signals, regardless of the type of the information being transmitted.

2.5. **Network Accessibility Area** shall mean the address (area) where the Services provided by the Ucom’s Fixed network are technically accessible.

2.6. **Network Coverage** shall mean a geographic location/area where (within which) the technical possibility of accessing Ucom’s Mobile services is available.

2.7. (**Ucom’s**) **Website** shall mean [www.ucom.am](http://www.ucom.am).

2.8. **Personal page** shall mean a subscriber’s personal page/domain on website, through which the Subscriber is able to make changes related to the subscription, established by Ucom, as well as get informed on changes with respect to the provision of Services.

2.9. **Sales and Service Center(s)** shall mean center(s) specialised in selling the Services and Devices offered by Ucom and in handling the Subscribers.

2.10. **Call Center** shall mean a specialised center of Ucom, where Subscriber through call can receive information on the Services provided thereto, calculated charges, additional services provided by Ucom, as well as the reasons for suspension (termination) of the services, receiving, upon necessity, technical support from the specialist, and make amendments prescribed and permitted by Ucom in the Subscription Agreement, etc.

2.11. **Subscriber or You** shall mean any person with whom a Subscription Agreement has been concluded.

2.12. **Corporate subscribers** shall mean commercial and non-commercial organisations, individual entrepreneurs.

2.13. **Area** shall mean apartment/residential house or area for such purpose, where the Subscriber wishes to receive the Service(s) provided by Ucom’s Fixed network.

2.14. **Account** shall mean analytical calculation log in the Billing System used for recording the volumes of Services provided to the Subscriber and the payments made for them.

2.15. **Billing Period** shall mean period between Billing Day and the next Billing Day.

2.16. **Billing System** shall mean an automated system which records the type, volume, cost of the Services provided to the Subscriber, calculates the Subscribers’ debts and the received payments and generates summary results (extracts).

- 2.17. Billing Day** shall mean the last day of each month or other day stipulated by the Subscription Agreement when the amount generated for the Services provided to the Subscriber during the Billing Period, and the amount already paid or payable by the Subscriber is summed up (one day per month).
- 2.18. Application** shall mean a written document in the form prescribed by Ucom (on the full and unconditional acceptance of these Terms and on subscription to the Services provided thereunder) signed (concluded) by the Subscriber (his/her authorized person).
- 2.19. Application number** shall mean a combination of numbers used to identify the Subscriber in the Billing System.
- 2.20. Password** shall mean a combination of letters, symbols and/or numbers determined by the Subscriber to use certain types of Services, as well as to access the personal page, used for the Subscriber identification.
- 2.21. Tariff Plan** shall mean the type of Service established and published by Ucom, which defines the Service name, specifics, terms of provision, cost and other information.
- 2.22. Tariff Package(s)** shall mean a Service including several different services and estimated by one name and cost (price).
- 2.23. Service Package(s)** shall mean additional minutes, short messages and other service packages with certain validity period included in one Tariff Plan, which can be used without changing the current Tariff Plan.
- 2.24. Number** shall mean a call number assigned to the Subscriber from number resources of Ucom, and in case of mobile telephony and Number Portability — also from the ones of other electronic communication service providers, which enables identifying the network connected Equipment.
- 2.25. Number Portability Service** shall mean a Service that enables the Subscriber of the mobile telephony service to change the mobile operator while keeping the mobile number assigned thereto.
- 2.26. Balance** shall mean the value specified by way of calculation based on the Subscriber’s Account data, which represents the difference between the Services provided to the Subscriber and payments made by the Subscriber as of the given moment.
- 2.27. Traffic (Transferred volume)** shall mean an aggregation of electronic information units that includes voice and short messages (SMS), signals and other data transmitted via electronic communications networks.
- 2.28. Device** shall mean a device or devices with accessories and cable(s) thereof provided to Subscriber by Ucom by right of use in order to deliver Services provided via Fixed Network, description whereof is posted on the Ucom’s website.
- 2.29. Equipment(s)** shall mean technical facilities and devices through which the Subscriber is able to use the Services provided via Mobile Network (e.g. tablet, mobile phone, etc.).
- 2.30. SIM Card** shall mean Subscriber identification module, which together with the Subscriber’s Equipment provides access to Ucom’s Network and Mobile services.
- 2.31. Your (Subscriber’s) identification details** shall mean Your name, surname, year, month and day of Your birth, Number, Application number, Password (if any), SIM Card number, Application Number, ID details, last actions carried out by You (payment, Balance recharging, Service activation, etc.) and other similar data, which are used separately or collectively in accordance with the Procedure prescribed by Ucom.

**2.32. Maintenance Works** shall mean upgrading, restoration, repair, updating, extension, replacement, maintenance, reinforcement, rearrangement, elimination of accidents, faults and malfunctions of Ucom Network or other similar works carried out by Ucom to ensure proper and continuous provision of the Services.

### **3. Subscription, Subscription Agreement, Subscriber’s and Representative’s competencies**

**3.1.** These Terms shall be deemed fully and unconditionally accepted by You upon filing the Application in person or by Your representative acting on the basis of a notarised power of attorney with the Sales and Service Center and/or the employee entitled to sell Services on behalf of Ucom (unless otherwise provided for by Ucom).

**3.2.** In order to conclude a Subscription Agreement together with the Application You shall also submit documents required by Ucom, which confirm Your identity, address; in case of legal entity, organisation having no status of legal entity, or individual entrepreneurs — state registration or record-registration details; in case You wish to conclude a Subscription Agreement through a representative — a notarised power of attorney and ID documents; for the area, where the Device shall be installed and the Services provided — the copy of the document certifying Your right over that area and/or right holder’s consent, and other documents (including originals) and data (hereinafter referred to as the “**Required Documents**”).

**3.3.** In the Application the Subscriber shall choose the list of the Services and/or the Tariff Plans/Packages under the conditions whereof the Subscriber wishes to receive the Services.

**3.4.** The types, descriptions, provision specifics and costs of Services offered by Ucom, as well as all the information regarding the Services shall be defined by Ucom and shall be accessible on the Ucom website and in the Sales and Service Centers for free.

**3.5.** Based on the specifics of the Services provided, Ucom may define other conditions for the person or groups of persons having filed an Application for using such Services which will be defined in the Offer Description and/or the agreement to be concluded.

**3.6.** The form and content of the applications filed to conclude/terminate a Subscription Agreement, make amendments and supplements thereto, as well as to provide other extra services shall be determined by Ucom, and where You fail to comply therewith, Ucom shall have the right to reject and/or not to take action thereon.

**3.7.** The hard copies of certain materials or documents published and available on the Ucom’s website shall not be provided to You, unless You request so.

**3.8.** In cases stipulated by Ucom, the Services can be subscribed to with a trial period defined by the Subscription Agreement. The trial period is provided for testing the Service, particularly, to make sure if the Service meets Your requirements and needs, if there is Network Coverage and Service in the places where You mainly plan to use the Service. Unless the Subscription Agreement is terminated during the trial period, it shall be deemed that the Service is compliant with the Subscription Agreement, the offered conditions and presented description, as well as meets Your needs and requirements.

**3.9.** After expiry of the trial period the Subscription Agreement shall be terminated on the general grounds prescribed for termination of the given Service.

**3.10.** Ucom shall have the right to refuse to enter into a Subscription Agreement and/or provide access to the Services or part thereof, and/or unilaterally refuse to comply with the Subscription Agreement through considering

the Subscription Agreement terminated, by giving a notice thereon to the Subscriber within ten (10) days in any form of Ucom's choice and on any of the grounds listed below:

3.10.1. the Area is out of the Network Accessibility Area, or it is within the Network Accessibility Area, but it is technically impossible to provide the Services (the quantity of cables in that area/building is exhausted, authorised body forbids to carry out cable laying works in the building, Applicant's building lacks infrastructures (manholes, poles) necessary to lay the cables, etc.);

3.10.2. until completion of the works on detection of the Devices installed in the Area;

3.10.3. Ucom provides Services in the Area under another Subscription Agreement;

3.10.4. the Applicant is (used to be) Ucom's Subscriber and has outstanding liabilities towards Ucom or has violated the requirements of the Subscription Agreement;

3.10.5. the Applicant, having previously used Ucom Services or promo offers, has committed frauds or misused the Services (including termination of the Subscription Agreement by Ucom on the basis of a breach committed by the Subscriber, etc.);

3.10.6. the Subscriber fails to submit the Application, Required Documents and/or other necessary information in the form prescribed by Ucom;

3.10.7. the documents or information submitted by the Subscriber contain false or wrong data;

3.10.8. the person applying for subscribing to the Service is a bad debtor or fails to meet the solvency or other similar requirements prescribed by Ucom for the given Service;

3.10.9. according to Ucom, the area where the Services are going to be provided via Fixed Network, is or serves as an actual business address for any legal entity and/or individual entrepreneur, and/or is used by natural person to get profit or carry out other economic activities;

3.10.10. The Area owner and/or co-owner has applied to Ucom to terminate the provision of Services (via Fixed Network) in the Area.

**3.11.** For provision of certain Services Ucom may refuse to conclude a Subscription Agreement or may advance additional requirements for conclusion thereof, including demand means to ensure the fulfilment of obligations, if, e.g., the Subscriber has an ongoing commitment to remain the Ucom's Subscriber for certain period of time, the Applicant does not have a permanent residential address in the RA, is not registered in the territory of the RA, is not a RA citizen or does not have a relevant residency status in the RA and/or in other cases prescribed by Ucom.

**3.12.** Before concluding a Subscription Agreement, ensuring access to the Services or part thereof, selling equipment or setting or changing the credit limit Ucom shall have the right to verify Your solvency through any means and sources not prohibited by law, including to demand from You additional documents supporting the information provided by You, to make relevant inquiries and/or demand security means.

**3.13.** Ucom shall be entitled to limit the quantity of Devices, Equipment and SIM Cards or Services provided to each Subscriber.

**3.14.** By calling or contacting Ucom Call Center through other communication means and passing the Subscriber identification phase, the Subscriber may make changes deemed to be permitted by Ucom to the Subscription Agreement. In these cases no written document is executed between Ucom and the Subscriber, and the evidence (proof) that the changes to the Subscription Agreement have been made by the Subscriber shall be the first payment performed by the Subscriber.

**3.15.** You shall immediately notify Ucom of the expiry or invalidity of the document by which You authorise Your representative to act on Your behalf. The actions having been carried out by Ucom to meet the requirements of Your representative and the obligations having arisen from such actions up to the moment You give a notification to Ucom shall be deemed lawful and carried out on Your behalf.

**3.16.** Your representative shall have the right to file an application on receiving Bill itemizations for the Services provided to You (for Telephony Services — only Bill itemizations for outgoing calls made by You and incoming calls that are charged), in case of Number renaming, Number porting to the Ucom Network or conclusion of a new subscription agreement, as well as number of other transactions Your representative shall present the original copy of a notarised power of attorney.

**3.17.** If following the conclusion of the Subscription Agreement it turns out that the Area address mentioned by You does not correspond to the address base (having been taken from the Committee of the Real Estate Cadastre under the Government of the Republic of Armenia and updated periodically) available in Ucom’s Billing System, Ucom shall have the right to correct (change) unilaterally the Area address specified in the Subscription Agreement.

#### **4. Services**

**4.1.** You shall choose the subscription type, the Tariff Plan and/or the Services at the time of subscription in accordance with Your wish and requirements.

**4.2.** Ucom shall have the right to (unilaterally) change the price of the Service, the Tariff Plan/Package and/or the conditions for the provision thereof as prescribed by point 17.7. of these Terms.

**4.3.** Based on the type, the Services shall be provided via Ucom Fixed Network and/or Mobile Network, and each of them shall have specifics and Rules of provision thereof.

**4.4.** When concluding a Subscription Agreement the extra Services for which no additional payments are charged shall be activated by Ucom by default (unless otherwise prescribed by Ucom).

**4.5.** Certain Services may be activated by You through visiting Ucom Sales and Service Center, the voice menu, access to Your personal page, Your equipment settings or via other means.

**4.6.** Before activating the Services requiring additional charges, You shall check the capacities and limitations of Your equipment for using the ordered Service in order to understand whether You can use the Service to be activated through the given equipment.

**4.7.** Certain Services may be provided to You if Your terminal equipment meets the technical requirements necessary to use such Services.

**4.8.** You shall have the right to change Your subscription type, Tariff Plan or list of the Services within the same Tariff Plan according to the procedure prescribed by Ucom, provided that at the time such request is filed You don’t have any outstanding debts to Ucom, unless otherwise prescribed by Ucom, and Ucom shall have the right to stipulate an additional fee for each such change.

**4.9.** In case You change Your Services or Tariff Plans, Your positive Account Balance, bonuses, automatically generated offers and services, as well as other benefits shall not be refunded or transferred to Your new Account, Number and/or Service, unless otherwise prescribed by Ucom.

**4.10.** The change of the subscription type, the Tariff Plan, the list of the Services and the activation of additional Services shall be performed by submitting the application/agreement in a form established by Ucom and Required documents in person, and by other communication means in cases prescribed by Ucom.

**4.11.** Your identification data shall be used to change the subscription type, the Tariff Plan, the Services (types thereof) and to activate additional Services, as well as to provide You with information by Ucom, to pay for the Services and in other cases prescribed by Ucom.

**4.12.** The Subscriber shall have the right to receive information regarding Service types and prices, Offer description, Tariff Plans and Packages, Network Coverage/Accessibility Area, subscription debts and amounts levied in Sales and Service Centers or by calling any Call Center number mentioned on the Website, as well as by sending a written or electronic letter to Ucom.

**4.13.** The migration from one Service offer implying a commitment to remain Ucom's Subscriber for a certain period of time to another offer (without paying the debt stipulated in the Subscription Agreement/agreement) shall be possible only upon expiry of the stipulated period, and the migration before the expiry thereof shall be possible only at the sole discretion of Ucom, otherwise such a migration will be deemed a violation of Your commitment, and Ucom will have the right to demand payment of defined fines, penalties and/or termination fee from You.

**4.14.** By becoming a party to the Subscription Agreement the Subscriber agrees to receive advertising, commercial and/or other messages, materials and/or information via Ucom Network (and not only). In case of refusing to receive them the Subscriber shall notify Ucom thereon.

## **5. Provision of Services**

**5.1.** Ucom shall provide the Services in accordance with the RA legislation, the licenses and permissions issued to Ucom, the Subscription Agreement, the internal procedures and policy of Ucom.

**5.2.** In order to provide Mobile services, Ucom shall assign You a Number and provide a SIM Card (the access to the SIM Card is safer if implemented with a PIN code).

**5.3.** The Number shall be issued to the Subscriber pursuant to the respective Procedure of Ucom and You shall not have the right to demand specific Number where it may not be issued to You pursuant to that Procedure.

**5.4.** For issuance of a specific Number Ucom may stipulate an additional fee or additional obligations.

**5.5.** In order to provide Services via Fixed Network, the specialists of Ucom shall install and adjust the Device at Subscriber's Area in the shortest possible time after conclusion of the Subscription Agreement and connect it to the Ucom's Fixed Network.

**5.6.** If the Subscriber has such a certified device, which, according to the specialists of Ucom, can be used to benefit from the Services properly and without harm to the Network, at Subscriber's option Ucom may provide the Services via Fixed Network using such device(s).

**5.7.** The Services can be provided to You if all the requirements of the Subscription Agreement have been met by You.

**5.8.** You hereby agree that the Services are provided in accordance with and within the limits of the existing technical capacities and bandwidth of the Ucom Network, the Network Coverage/the Accessibility Area, the capacities and specifics of the equipment used.

**5.9.** The information regarding the technical capacities of the Ucom’s Network, the Network Coverage/Accessibility Area and the updates thereof shall be made available to the Subscriber through the Ucom’s website, Sales and Service Centers, as well as Call Center.

**5.10.** Your use of the Mobile services is not restricted to any specific area within the Network Coverage, unless otherwise prescribed by Ucom or arising from the nature of the Services.

**5.11.** You agree and accept that Ucom undertakes all reasonable measures to ensure proper and smooth provision of the Services and the access of the Subscriber to the Service and Ucom Network, however, the obligation of Ucom to ensure proper and smooth provision of the Services is solely an obligation to use best efforts.

**5.12.** You agree and accept that the possibility of using and/or having access to the Services or the quality of the Services may depend on below-mentioned certain circumstances and factors, which may result in interruptions of the Service provided to You, quality degradations, speed fluctuations or other failures, which are beyond the control of Ucom. **Such circumstances and factors shall be:**

5.12.1. unfavourable working conditions (humidity level, very high or low temperature not envisaged for the normal operation of the equipment, etc.);

5.12.2. the quality, capacities and specifics, technical problems or wrong adjustments of Your equipment (operating systems that are incompatible with the Service provided to You, viruses, etc.);

5.12.3. the quality, specifics and capacities of the networks and equipment of other operators, including international operators, the restrictions, outages, malfunctions in the network thereof, working regime thereof, network or site outages or malfunctions;

5.12.4. for the Services provided via Mobile Network and Television and Radio Programmes - weather conditions and atmospheric phenomena, electromagnetic disturbances of radiofrequencies, impact of factors restricting radio wave accessibility, the distance between the site and equipment of Ucom and Your equipment (handset, modem and other equipment used to benefit from the Services), specifics of the local relief, expansion of radio waves and existence of other sources of failures, interferences, circumstances hindering normal operation of the radio equipment, technical capacities and specifics of Your equipment, the place where the Services are used (an out of coverage area, underground areas, an area in the vicinity of buildings, tunnels, basements and other underground areas) and the time (the hours of maximum load of the Ucom Network, the number of simultaneous users in the given place);

5.12.5. force majeure (inundations, earthquakes, war, decisions of the state authorities, power failures, epidemics, etc.)

5.12.6. or other similar circumstances.

**5.13.** Ucom shall be obliged to recover the Service(s) provided to the Subscriber within 48 hours after the elimination of the reason for interruption.

**5.14.** Prior to subscribing to the Services and benefiting therefrom for Your needs it is important to know that Ucom does not guarantee:

5.14.1. information exchange with such nodes or servers, which are temporarily or permanently inaccessible through the internet;

5.14.2. absence of interruptions, errors, speed and quality degradations, fluctuations and other failures and outages during the provision of Services, as well as the ongoing availability of the Service;



5.14.3. establishment of connection with the Ucom Network with a previously announced maximum theoretical or average speed.

**5.15.** In order to ensure the smooth operation, security of the Ucom Network and the quality of the Service, to equally distribute the capacities, to reduce the overload on any specific site of the Mobile Network, as well as to ensure the accessibility of the Services, Ucom shall by itself stipulate the necessary technical means, this also including the right of Ucom to undertake measures adequate to the situation, to apply Service volume and/or speed limitations and to establish priorities at discretion thereof.

**5.16.** For Your convenience Ucom will not terminate the session of the Service provided to You at the moment (call, SMS, GPRS) if You reach the limit of Your positive balance (monthly fee) or negative balance, for which the respective amount will be charged.

## **6. Use of Services**

**6.1.** The equipment used by You shall be certified, shall be compatible with the Ucom Network, the Services and the SIM Card and shall meet the requirements of the RA laws.

**6.2.** You shall not be entitled to:

6.2.1. use the Service in any manner which may affect safe and smooth operation of the electronic communication networks or equipment of Ucom and/or other operators;

6.2.2. offer/provide the Services provided to You to third persons on a paid basis or free of charge;

6.2.3. use the Services to provide electronic communication services, to send advertising, informational messages or other types of bulk messaging, to conduct voting, quizzes, surveys, contests, researches, auctions, lotteries, campaigns and any similar actions aimed at pursuing profit or dissemination of ideas or ads without the prior written approval of Ucom.

**6.3.** You shall have the right to demand from Ucom's Sales and Service Center(s) detailed information on Your Telephony Services incoming and outgoing calls and outgoing short messages (no information shall be provided on incoming short messages) for the period of twelve (12) months preceding the date of request, in the form of Bill excerpt or in other form acceptable for Ucom, where the calls and short messages have been rated and have caused Service charges for You. You shall be provided Bill itemizations for other Services provided to You (which have caused charges for You) for not more than six (6) months preceding the date of receipt of a relevant request by Ucom. Ucom shall be entitled to charge You for providing Bill excerpt and itemizations.

**6.4.** Ucom shall not provide You with information on the content of short messages sent or received by You.

**6.5. You shall:**

6.5.1. use the Services in accordance with the RA legislation, the Subscription Agreement and other rules and conditions prescribed by Ucom without violating the rights and interests of Ucom, other Subscribers and third persons;

6.5.2. not use the Services to transfer outgoing Traffic from other operators and networks, as well as for such purposes that contradict the interests of the state, universal moral norms and the public order;

6.5.3. not carry out actions aimed at undermining the normal operation of the Ucom Network or changing the settings of the Ucom Network or the equipment or the software;

6.5.4. use the Services solely for the purpose it is provided to You and not use the Mobile services for providing/receiving fixed telephony services and vice versa by applying different technical solutions (irrespective of the technology applied);

6.5.5. not carry out actions in order to receive unauthorised access and to use such an access;

6.5.6. not transfer information via Ucom Network or carry out actions that may create an unjustifiable high load on the Ucom Network or the equipment;

6.5.7. observe the rules for the use of any technical or informational resources;

6.5.8. not falsify Your own IP address, as well as other IP addresses used in other network protocols and the internet when transferring data.

6.6. In case of delivery of viral codes and/or spamming from Your terminal equipment it will be considered that the damage has been caused in the result of Your action or inaction.

## 7. Use and maintenance of the Device, SIM Card and other equipment

7.1. The delivery and acceptance of the Device between Ucom and the Subscriber shall be implemented on the basis of a relevant act (hereinafter referred to as the “Delivery and Acceptance Act”) which shall constitute the inseparable and integral part of the Subscription Agreement.

7.2. Except for the case prescribed by the point 5.6 of these Terms, the Devices provided by Ucom together with the equipment, cables added (modified, repaired) by Ucom shall be deemed the property of Ucom, and the Subscriber may not modify them, transfer (provide) them to any third person on paid basis or free of charge, unless otherwise agreed in writing by Ucom and the Subscriber.

7.3. The risk of misuse, accidental loss, damage or theft of the Device is transferred to the Subscriber upon signing the Delivery and Acceptance Act and thereon the Subscriber shall be responsible for the Device.

7.4. The installation, adjustment and relocation of the Device shall be carried out by Ucom, unless otherwise prescribed by Ucom.

### 7.5. The Subscriber shall:

7.5.1. not use the equipment, SIM Card and Device provided by Ucom together with other incompatible equipment or in other way that may harm Ucom and/or other operators’ electronic communication networks or equipment or affect the operation thereof;

7.5.2. handle the Device with due care, keep it in proper and working condition;

7.5.3. use the Device only in the place where it has been installed and adjusted by the specialists of Ucom and not relocate the Device without the permission of Ucom;

7.5.4. not repair the Device without the written consent of Ucom;

7.5.5. in case of loss, theft of the Device or the Equipment or damage caused thereto by You or third person, notify Ucom not later than within three (3) days (by submitting the documents required by Ucom), otherwise, You may not ask for reducing the monthly fee in the amount of fees corresponding to the number of those days;

7.5.6. upon receiving the request to return the equipment, Device and/or SIM Card provided by Ucom, not use it/them and return it/them to Ucom;

7.5.7. refrain from improper, unauthorised use and misuse of the SIM Card, the equipment and the Device provided by Ucom and not allow the use thereof by unauthorised persons;

7.5.8. in case of termination of the Subscription Agreement (irrespective of termination reasons) or in case of termination of provision of certain Service(s), return the Devices in operable condition (taking into account the normal depreciation thereof) to Ucom within fifteen (15) days, creating possibility for the specialists of Ucom to dismantle the Device(s) or dismantling them by independently.

7.6. Should the Subscriber fail to return the Device(s) within the fifteen (15)-day period set forth in point 7.5.8 hereof, Ucom shall have the right to demand the Device(s) from the Subscriber or payment of the price of the Device(s) published on the Website.

7.7. Ucom shall be obliged to replace the Device provided to the Subscriber with a new one free of charge in the shortest possible time, if the device has been found to have a workmanship defect.

7.8. The equipment necessary to access the Mobile services shall be purchased by You, at Your own expense and discretion, and You shall be responsible for the installation, adjustment and proper operation thereof, unless otherwise prescribed by Ucom.

7.9. In case of certain Services Ucom may offer Equipment on special conditions, including with a commitment to remain Ucom Subscriber for a certain period of time or with other commitment prescribed by Ucom. Ucom may also offer equipment by the right of use or on other grounds.

7.10. Unless the Equipment belongs to You by right of property, You shall not have the right to assign, sell, lease or otherwise transfer the Equipment to any other person or modify the Equipment, as well as You shall be obliged to immediately pay Ucom the price of the Equipment in case of damage, loss or theft thereof.

7.11. Ucom shall be the sole owner of the SIM Card provided to You, except for the information contained thereon which shall be Your property.

7.12. Upon delivery of the SIM Card to You the risks of damage, normal depreciation, loss, theft and unauthorised use thereof shall be transferred to You.

7.13. Ucom shall be obliged to, on the basis of the Subscriber's Application, replace free of charge (in the shortest possible time) a SIM Card which is proved to have a workmanship defect. In other cases Ucom may charge additional fee from You for SIM Card re-issuance and/or replacement.

7.14. You shall not be entitled to assign, sell, lease or otherwise transfer the SIM Card to third person, or damage or destroy the SIM Card.

7.15. Any attempt to duplicate the technical identification data registered on the SIM Card shall be forbidden, and You shall be held liable for it as prescribed by RA legislation.

7.16. Ucom shall be entitled to provide the SIM Card and/or the Number assigned thereto to another person upon termination of the Subscription Agreement or within another term defined by RA legislation.

7.17. Due to technical necessity and in other cases Ucom shall be entitled to change the Number or the SIM Card assigned to You with a prior notice.

7.18. In order to suspend Your Services in case of loss or theft of the SIM Card or the Equipment, You shall be obliged to immediately notify Ucom thereon.

## **8. Prices and Charges**

8.1. Ucom shall independently stipulate and be entitled to unilaterally change the prices of the Service in accordance with point 17.7 of these Terms.

- 8.2.** Ucom shall be entitled to charge fees (penalties) for restoring the restricted or suspended Services, for reactivating the SIM Card or mantling again the dismantled cables and the Device.
- 8.3.** Costs arising from use of the extra services provided through the Services and the SIM Card shall be borne by You.
- 8.4.** Amounts charged for the Services provided and the volumes of the Services provided shall be calculated on the basis of data of Ucom Billing System or data submitted by other operators and service providers (e.g. when providing roaming Services).
- 8.5.** In case of a dispute with regard to the volume of the Services provided, calculations shall be made on the basis of data of Ucom Billing System, and for certain Services — on the basis of data submitted by other operators and service providers.
- 8.6.** Telephony Services shall be charged in an amount equal to the monthly or daily fee corresponding to the Tariff Plan or Offer Description and/or based on the call duration, the quantity of inquiries made by You, the quantity of activated and/or used Services, the quantity and/or volume of the received, transferred, sent, processed and/or saved information, according to the tariffication unit, as well as based on other parameters prescribed by the RA legislation and/or Ucom.
- 8.7.** Call duration shall be calculated starting from the first second the called person answers the call until the moment the call is ended by the calling or called person or Your equipment is disconnected, unless otherwise prescribed by Ucom for certain Services.
- 8.8.** The call shall be deemed answered, and the calculation of the call duration and relevant charges shall be made also in case of the answer/signal of the following equipment:
- 8.8.1. data transfer equipment (e.g. modem, facsimile machine and any other equipment operating in “automatic information receipt” mode), or other equipment of the Subscriber ensuring or imitating the possibility of data transfer in case of absence of the called person;
- 8.8.2. Subscriber’s equipment, answering machine, voice mail.
- 8.9.** Internet Services shall be charged in accordance with Your chosen Tariff Plan or Offer Description (in accordance with monthly fee, daily fee and/or volume used (bytes)), or as prescribed by the Subscription Agreement.
- 8.10.** Taking into account the technical specifications of operation of the Network, Ucom shall be entitled to stipulate a maximum duration of one uninterrupted or activated, but unused session (phone call, video call, internet session, etc.).
- 8.11.** If You use the Service (roaming, international outcoming services, etc.) payments for which are not visible in the Ucom Billing System at the given moment (because of technical or number of other specifics) such Services shall be billed to You once they are visible (calculated) in the Billing System, and You shall pay the bills immediately (even if the Subscription Agreement has been terminated).
- 8.12.** In case of loss, theft or damage for other reasons (not in the result of the actions of Ucom) of the Device provided under the Subscription Agreement, a new Device may be provided only if the Subscriber compensates Ucom for such Device, but not later than within ten (10) days upon such request from Ucom submitted to You.
- 8.13.** Ucom shall be entitled to:
- 8.13.1. claim payment for removal of faults and errors hindering the proper provision of the Services (including changed cables, equipment) where such faults or errors are due to the actions and/or inaction of the Subscriber;

8.13.2. charge the Subscriber for provision of extra (additional) services;

8.13.3. claim connection fee from the Subscriber in order to carry out cable laying works at the Subscriber's Area with the view of connecting to the Ucom Network (if, for example, the quantity of the cables (materials) used by the specialists of Ucom and the volume of the works performed exceed the norms stipulated by Ucom), where it has been agreed with the Subscriber in advance.

**8.14.** Ucom may define and publish other procedure and conditions for calculation and charging of the Service provided.

## **9. Payment Terms and Payments**

**9.1.** Service payments, as a rule, (unless otherwise prescribed by the Subscription Agreement) shall be stipulated and calculated on monthly basis.

**9.2.** Prepayment or post-payment and/or (post-payment) monthly subscription payment system shall be established for the Service (in accordance with the subscription type).

**9.3.** In case of delay in paying for the Services in full or in part, non-performance of the payment or other unfulfilled financial obligations towards Ucom, the latter shall be entitled to deduct/charge the debt amount from the Subscriber's pledged monetary funds or bank guarantee and/or prepayment amount and/or levy execution upon the collateral.

**9.4.** The amount of the subscription fee may be a fixed amount or may depend on the quantity of the Services, lines or Numbers activated under the Subscriber's Account.

**9.5.** Based on the Service Offer and the Tariff Plan, the subscription fee may or may not be deducted for the Services used.

**9.6.** The subscription fee (monthly fee) shall be calculated and charged upon activation of the Service until its full suspension, unless otherwise prescribed by Ucom.

**9.7.** You shall pay the subscription fee even if You have not used the Service for whatever reason (unless You have terminated the Subscription Agreement in the prescribed manner).

**9.8.** Based on the Service Offer and the Tariff Plan, the Billing Day may be the last day of each month, another day set by Ucom or the same day of each month corresponding to the date of Service activation for each Subscriber. In the above-mentioned case, where the Services are activated during the period from 29 to 31 of the month, the 28th of each month shall be deemed a Billing Day.

**9.9.** Ucom shall be entitled to, at its sole discretion, stipulate a credit limit (maximum negative Balance within the limits of which You can use the Services) and other limitation with regard to use of the Services.

**9.10.** The credit limit, based on the chosen Tariff Plan, the list and volume of the Services, shall be established and changed at the discretion of Ucom, taking into consideration Your payment history, Your credit history, solvency, volumes and turnover of Your business, reliability and other similar circumstances.

**9.11.** Where during the month You reach Your credit limit, You may continue to use Ucom Services, if You pay the existing debt in full, as well as perform additional recharge.

**9.12.** In case of failures of the Billing System and performance of Maintenance Works, charges for the Services used by Subscribers, including when in roaming, shall not be logged by the Billing System in real time, and Subscribers of monthly and post-payment subscription system may exceed the credit limit thereof, and the Subscribers of

prepayment system may spend more than the actual Balance thereof. In such cases, when checking the Account the Subscribers cannot see the latest updates of the Balance, which shall not be a basis for failing to pay the amount calculated for the Services used.

### **9.13. Prepayment system**

9.13.1. You shall have the right to use the Services within the limits of Your Balance and the time limits set by Ucom. The charges for the Services provided shall be deducted directly from Your Balance.

### **9.14. Monthly subscription system**

9.14.1. In case of monthly subscription system a monthly subscription fee (monthly fee) shall be defined, which the Subscriber shall pay on a monthly basis irrespective of whether the Subscriber has used Service(s) during the given month.

9.14.2. In case of monthly subscription system, a prepayment paid when subscribing to the Services may be defined, which may or may not be deducted from the amount payable for the next month.

9.14.3. If You already have at least one (1) month's outstanding debt, in order to reactivate the Service provided to You and use the Services again, You will have to fully pay the outstanding debt for the previous month(s) and the monthly fee for the current month, unless otherwise prescribed by Ucom.

9.14.4. In case of activation of paid Services, such Services will be charged together with the monthly fee and according to the same rules, or from prepayment made by You, unless otherwise prescribed by Ucom.

9.14.5. In case of monthly subscription system, the payment shall be performed on a monthly basis during the period calculated from the Billing Day or on the day defined by Your Subscription Agreement or the bill presented to You. Furthermore, each month the monthly fee for the given month and the negative Balance of the previous month (if any) shall be paid.

### **9.15. Post-payment monthly and post-payment subscription system**

9.15.1. In case of post-payment monthly and post-payment subscription system, You shall perform the payment after receiving the Services in the reporting month, as prescribed in the Offer and/or the Tariff Plan and/or based on the quantity of the used Services.

9.15.2. In case of post-payment monthly and post-payment subscription system, You shall perform the payments within the term defined in Your Subscription Agreement or the bill presented to You. Furthermore, each month the monthly fee for the previous month, where provided for, and the negative Balance of the previous month shall be paid.

9.15.3. Corporate Subscribers shall be responsible to Ucom for their employees in the case those employees use the Services under the corporate Tariff Plan/Package of the Subscriber, unless otherwise prescribed by Ucom.

**9.16.** Where You reach the credit limit stipulated by Ucom, Ucom shall have the right to restrict or suspend the provision of Services and/or present an extra bill for the Services actually provided to You, which shall be paid within the term specified in the bill.

**9.17.** Based on the Service Offer and type, You may perform the payment by cash, via scratch card, bank transfer, terminals, bank payment cards, online and/or through other means acceptable for Ucom.

**9.18.** Where several Subscription Agreements have been concluded between You and Ucom or several Accounts or Numbers have been assigned under the same Subscription Agreement, Ucom shall have the right to offset or transfer the unused monetary means received for one Subscription Agreement, Account or Number for the payment of the

debt accumulated under another Subscription Agreement, Account or Number, in case of which the amount left after full payment of the debt shall remain on the Subscriber's Account.

**9.19.** Except for prepayment system, in case of other payment systems Your bill for each month shall be prepared and sent to Ucom Sales and Service Centers within ten (10) days from the Billing Day, unless otherwise prescribed by Ucom.

**9.20.** At Your option the bill may be sent by e-mail or through postal delivery service. Ucom shall have the right to charge You for postal delivery services, as well as for provision of the copy of Your bill.

**9.21.** The bill (Account excerpt) presented by Ucom shall be deemed a proof of the Services provided and the volume thereof.

**9.22.** In any case You shall be obliged to personally check Your monthly debt and be responsible for payment thereof in a timely manner, irrespective of the payment means, the fact of receiving the bill or having any objections thereto. Non-receipt or receipt of the bill with delay may not be considered a basis for non-performance of the payments.

**9.23.** You may dispute or submit objections with respect to the bill presented by Ucom before the specified payment due date, otherwise, the debt (calculated payment) specified (calculated) in the presented bill will be deemed explicitly accepted by You.

**9.24.** Non-payment of the bill shall not be deemed a submission of objections with respect thereto.

**9.25.** You may submit Your objections with respect to the bill in writing or by e-mail or by calling Call Center.

**9.26.** The Subscriber shall pay for the Services provided via Fixed Network on a monthly basis, unless otherwise prescribed by the description of the Tariff Plan/Package, until the 15th day of the month following the provision of the Services, and for Mobile services – until the 20th day of the following month.

**9.27.** The payment shall be deemed performed upon entry of the payment in Ucom Billing System.

**9.28.** In case the payment is not performed in a timely manner, Ucom shall have the right to impose a penalty of 0.1 (zero point one) percent of the due amount for each day of delay starting from the 12<sup>th</sup> day following the payment due date specified in the bill, within the frameworks set by RA legislation, unless otherwise prescribed by Ucom.

**9.29.** When performing the payment You shall clearly indicate the Number and/or Account number and/or Application number for which the payment is performed.

**9.30.** Any person performing a payment instead of the Subscriber, shall be deemed duly authorised by and acting on behalf of the Subscriber with regard to performance of payments.

**9.31.** You hereby explicitly agree that Ucom may correct wrong payments, including transfer of a wrong payment from Your Account to the correct addressee.

**9.32.** Any wrong payment performed by You to the wrong Account shall be subject to correction by Ucom within the bounds of reasonable possibility, and Ucom shall bear no responsibility for the losses incurred by You.

**9.33.** In the event that the Subscriber or a third party transferred an incorrect (extra) amount to the Subscriber's Account, in order to return this amount, the latter must contact the bank or the payment and settlement authority through which the transfer had been made.

**9.34.** In case of monthly and post-payment subscription systems, in case payment is made to the Subscriber's Account from abroad (also wrongly transferred amount), the Subscription Agreement is terminated or in other cases, Ucom shall have the right not to refund the amount available on the Subscriber's Account fully or in the

amount equal to the sum of all payments to the Subscriber or the person having transferred the amount, where Ucom with regard to that transfer finds an action forbidden by legislation.

**9.35.** You hereby agree that where in the result of Your failure to pay the Ucom bills in a due manner Ucom files application for collecting such late payments under judicial procedure, Ucom shall obtain the right to concurrently at its discretion calculate the penalty with regard to You in accordance with the below presented formula, which You shall be obliged to pay upon the first request of Ucom:

$$I = D_p \times I_b + D_p \times I_b \times C_c$$

Where:

I is a penalty interest rate calculated in accordance with this point;

$D_p$  is a capital (principal) amount of Your debt;

$I_b$  is a base interest rate provided for by this point which constitutes 21%;

$C_c$  is a correction coefficient which, besides as provided for by this point, is quotient of the total (dividend) of all other fines and penalties calculated in respect of You and capital (principal) amount (divider) of Your debt.

**9.36.** By subscribing to Ucom services You hereby accept and agree, that

9.36.1. Ucom shall have the right to nullify Your Balance as prescribed thereby without any notice to You, where You fail to use it within the defined time limit.

9.36.2. You can not cash out the amount on Your Account (positive balance).

## **10. Suspension, restriction**

**10.1.** Ucom shall be entitled to with prior notice to You (and without notice in cases specified in point 10.11 and 10.12) restrict or suspend the Services provided to You, where:

10.1.1. You use uncertified equipment;

10.1.2. You have connected such equipment to the public electronic communication network that are incompatible or interfere with the public electronic communication network or hinder use of public electronic communication services by other users;

10.1.3. You have violated any of the terms of the Subscription Agreement;

10.1.4. You have used the Services improperly or unlawfully;

10.1.5. You have failed to pay for the Services provided in a timely manner or in full or recharge the Account, including all applicable fines, penalties and other amounts defined by the Subscription Agreement;

10.1.6. You have submitted wrong or incomplete information or documents when subscribing to the Services, or otherwise haven't met the conditions of subscription;

10.1.7. Ucom has detected dubious Traffic (facts or substantiated doubts regarding attempt to disseminate viral codes or spam, etc.);

10.1.8. in order to carry out Maintenance Works;

10.1.9. provision of the Services is (may be) in breach of third person's rights.

**10.2.** In cases provided for in the points 10.1.1. and 10.1.2. of these Terms Ucom shall be entitled to, without notice to You, restrict or suspend the Services provided to You.

**10.3.** During the restriction of the Service Ucom shall be entitled to:

10.3.1. deactivate the Services (e.g. incoming and outgoing calls) in part or in full;

10.3.2. dismantle cables and Devices thereof.



- 10.4.** The procedure and terms for suspension or restriction may depend on the Service Offer and the Tariff Plan.
- 10.5.** After removing the bases for suspension or restriction or expiry of the suspension or restriction term, the Services shall be reactivated without prior notice to You.
- 10.6.** In case of suspension or restriction the Services may be reactivated, if You pay all debts, fines, penalties and other amounts prescribed by the Subscription Agreement, as well as all the costs incurred by Ucom with respect to the collection of the said payments, unless otherwise prescribed by Ucom.
- 10.7.** The restriction of the Service shall not release You from the obligation to pay the monthly service fee and other accumulated debts.
- 10.8.** During the entire period of suspension or restriction all Your non-fulfilled obligations shall be fulfilled as prescribed by the Subscription Agreement.
- 10.9.** If You are a user of more than one Account or Service, and if You are in debt to Ucom with regard to any Account belonging to You or Service, Ucom shall be entitled to suspend or restrict all Services (Numbers) provided to You and all Accounts assigned to You until full payment of the debt.
- 10.10.** During the suspension and/or restriction period Ucom may charge You for certain Services, which You do not wish to suspend, including for the high-speed internet volume provided to You, based on the Offer Description and the Tariff Plan.
- 10.11.** For security reasons Ucom shall be entitled to restrict or suspend provision of the Service with prior notice to You or ask You to temporarily stop using the Service, which, unless observed by You, may entail responsibility for You.
- 10.12.** Once per calendar year You shall have the right to free of charge suspend the Services provided via Fixed Network for a period of minimum ten days and maximum two months, by filing a respective application with Ucom and paying for the Services provided to You up to that day.
- 10.13.** If You wish to temporarily suspend the Services provided to You for more than two months, You shall fully pay the existing debt and/or return the Device to Ucom and pay the fee prescribed by Ucom after filing the respective application.
- 10.14.** Where You have concluded a Subscription Agreement (Contract) with a commitment to remain Ucom Subscriber for a definite period of time, then in case of suspension of the Service at Your discretion, the suspension period shall not be included in the calculation of the above-mentioned term, and the term of Your commitment to remain a Subscriber shall be extended in accordance with the suspension period.
- 10.15.** During the suspension/restriction of the Services Your positive Account Balance, bonuses, automatically generated offers and other benefits may be nullified based on the Service Offer and the Tariff Plan/Package.
- 10.16.** Ucom shall be the one to stipulate the quantity and duration of Service suspensions (implemented at the Subscriber's initiative).

## **11. Liability**

- 11.1.** The Subscriber shall guarantee that he/she has relevant competence for allowing works on laying cables and installing Devices necessary for the provision of Services in the Area. Subscriber shall within the period of ten days compensate Ucom for all losses incurred by Ucom with respect to all claims filed by third persons with regard to the specified herein.

**11.2.** Subscriber accepts that Ucom shall be entitled to unilaterally terminate the Subscription Agreement (on providing Services via Fixed network in the Area) in case of reasonable claim(s) filed with Ucom with regard to the facts specified in point 11.2 of these Terms, furthermore, in case of termination of Subscription Agreement(s) with commitment to remain a subscriber for a certain period of time Subscriber shall be the one to bear the risk of the respective commitment.

**11.3.** Within the permissible bounds of the law Ucom and You hereby refuse to claim from each other compensation for indirect losses and lost profit with respect to the Services provided under the Subscription Agreement.

**11.4.** The liability of Ucom with regard to each Subscriber may not exceed the difference between the monthly fee calculated (charged) for the Services for the given month and the amount equivalent to the period during which the Services cannot be used because of the fault of Ucom.

**11.5.** In no event shall Ucom be liable for:

11.5.1. non-provision or improper provision of the Services where it is due to the Maintenance Works and/or circumstances and factors defined in the point 5.12 of these Terms and/or other similar events;

11.5.2. the damage caused to You through the equipment or SIM Card purchased from Ucom, as well as for the damage caused to the equipment and SIM Card by You and third persons;

11.5.3. Your improper or unlawful use of the Services;

11.5.4. the quality of the Services provided to the Subscriber by other operators and entities and of the Services provided by or through third parties by using the Ucom Network and other technical facilities and Ucom shall not provide any guarantee with this respect, including the bills presented for such Services. Where necessary, Ucom may act as an agent of the Subscriber in the relations with third parties for making such services available to the Subscriber, by acting on behalf thereof and at the expense of the Subscriber;

11.5.5. interruptions, disconnection, failures of or changes to a certain type of Services, resulting from the failure or termination of the signals transmitted or Services provided by its partners (including foreign partners) or agents;

11.5.6. the content of the TV programs of TV channels broadcast (rebroadcast) via its Network, for changes or termination thereof, for the changes to the technical adjustments of TV channels, as well as for the changes to the list of TV channels included in the Services;

11.5.7. any extra commission charged pursuant to the rules set by the payment collector or the bank.

**11.6.** You shall be liable for:

11.6.1. the damage caused to Ucom or third persons or property thereof in the result of use of the Services with violation of these Terms;

11.6.2. maintenance of the Device, its accessories, cables and other items, and in case of deterioration, misuse, loss, damage or theft thereof You shall compensate Ucom in the manner prescribed by Ucom;

11.6.3. the transactions (electronic payments, purchases, etc.), performed by You through the access to Services provided by Ucom, for participation in electronic games and gambling, for the consequences thereof, and shall bear all the risks;

11.6.4. disclosure of any information, including Your personal data sent to the communication means provided by You to Ucom, to persons having access to the same communication means and for the consequences thereof;

11.6.5. acquisition of the permissions required for cable laying and installation of the Devices in the Area where the Services shall be provided;

11.6.6. getting familiarised with the changes to the Terms, the Subscription Agreement, the Network Coverage/Accessibility Area, the list of the Services, the prices and the Rules/Procedures after conclusion of the Subscription Agreement;

11.6.7. payment of all debts arising for the Services used in cases prescribed by the point 9.11 of the Terms, including the payment of debt generated as a result of exceeding the credit limit or the actual Balance.

11.7. Before notifying Ucom of any problem, You shall check Your equipment and make sure that the cause of the problem is not Your equipment and the problem is beyond Your control.

11.8. If the cause of the problem is the Ucom Network or the problem is under the control of Ucom, You shall immediately notify Ucom thereon for the latter to undertake relevant measures. In case of late notice thereon, Ucom shall not be liable for the period preceding the notice.

11.9. You shall be deprived of the right to file any claims with regard to the Service or the quality thereof if You fail to notify Ucom of the problems in the shortest time possible, as a result of which You miss the technical possibility of confirming the existence of problems relating to the Service quality and clarifying the causes of such problems.

11.10. You shall be liable for any use of the Services by third persons through Your Device, SIM Card, Number or equipment, and You shall bear the negative consequences of such use, including the obligation to pay the debts. The owner of the SIM Card and the equipment, Device provided by Ucom will be deemed the authorised user thereof, and the actions carried out through them will be deemed carried out on Your behalf and for Your benefit, and You shall bear the obligation to pay the debts arising from such use until You notify Ucom of the loss or theft of the SIM Card, Device or the equipment in accordance with the prescribed procedure and suspension of the Services upon Your request, which shall be satisfied by Ucom within 24 hours. Before satisfying Your request, Ucom shall have the right to undertake all necessary measures to identify You, but Ucom shall not be liable for similar requests presented by an unauthorized person and for satisfaction thereof.

11.11. Where Ucom detects any violations of the obligations prescribed in point 7.5 of the Terms and sends a written warning on refraining from any such actions, and where after receiving the written warning You perform any of those actions again or continue the violation, Ucom shall have the right to, at its discretion, restrict the speed and Traffic of the Service provided to You or suspend the Service, or unilaterally terminate the Subscription Agreement, as well as claim compensation for losses caused to Ucom as a result of Your actions.

11.12. The parties shall not be held liable for full or partial non-fulfilment of the obligations under these Terms where it is due to the force majeure. You hereby agree that Your financial state may not be deemed a force majeure and You shall fully pay for the Ucom Services.

11.13. Where in order to properly provide Services (reveal and eliminate the causes of failures) the visit of relevant specialist of Ucom to the Area is needed, in case You fail to create corresponding conditions You shall be deprived of the right to file any claims with Ucom with regard to provision of the Service or the quality thereof.

11.14. Hereby You accept and agree that where without getting Ucom's prior consent You (and/or third person acting with Your knowledge or upon Your instruction) disseminate (by any means) an announcement, advertisements, public offer aimed at transferring (alienating) Number issued to You by the Subscription Agreement (irrespective of the Number type and fact of paying to Ucom for the use thereof) and/or Your right of use over it to

other person, it shall be deemed breach of the Subscription Agreement by You, in case of which Ucom may (by notifying You thereon):

11.14.1. deactivate and/or withdraw the corresponding Number(s) issued to You, and/or

11.14.2. terminate Subscription Agreement on issuing the given Number(s) to You, and/or

11.14.3. impose other sanctions provided for by the Subscription Agreement.

11.15. The Subscriber hereby accepts and agrees that in case of disclosure of the information about the Subscriber (personal data) by Ucom as stipulated by these Terms, the Personal Data Processing Policy or the laws of the Republic of Armenia, the Subscriber shall not have the right to demand compensation.

## 12. Termination

12.1. Ucom shall be entitled to unilaterally terminate the Subscription Agreement without prior notice to You where:

12.1.1. You have violated points of the Subscription Agreement and/or the law;

12.1.2. You have failed to pay Service fees within sixty (60) days from expiry of the due date defined by the Subscription Agreement;

12.1.3. You have failed to reactive the Services in the prescribed manner and time limits after suspension of the Services (lack of sufficient credit to ensure positive Balance on Your Account during the period defined by the Subscription Agreement or the Tariff Plan, or non-performance of necessary actions for reactivation of the Services during the period defined by the Subscription Agreement or the Tariff Plan, etc.);

12.1.4. You have failed to activate the SIM Card for the Number linked thereto within eighteen (18) months upon conclusion of the Subscription Agreement;

12.1.5. the actual user of the mobile Number has applied to Ucom and in accordance with the established Procedure submitted reliable data on the fact that he/she uses the given Number (SIM card) and is in actual possession thereof during the last six (6) months;

12.1.6. the actual user of the Service(s) provided by Fixed Network has applied to Ucom and in accordance with the established Procedure submitted reliable data on the fact that he/she uses the Service(s) in the given Area during the last six (6) months;

12.1.7. Subscription Agreement shall terminate in case(s) of termination of licenses and/or permission of Ucom;

12.1.8. in other cases prescribed by the RA legislation and the Subscription Agreement.

12.2. You shall have the right to unilaterally terminate the Subscription Agreement with a prior written notice of at least seven (7) working days or other notice period acceptable to Ucom, by paying all Your debts to Ucom, as well as returning the Device received from Ucom to Ucom under the Delivery and Acceptance Act (unless otherwise agreed between You and Ucom in writing).

12.3. In case of Number Portability from Ucom Network to another network, the Subscription Agreement between You and Ucom shall be deemed terminated (with regard to the ported Number) upon Number porting.

12.4. Number porting from the Ucom Network to another network shall not release You from the obligation to pay the debt You owe Ucom for the Services used through that Number.

12.5. In case You port Your Number from the Ucom Network to another network, Your positive Account Balance, bonuses, automatically generated offers and other benefits shall be nullified. In case You port Your Number back to

the Ucom Network, You may subscribe to the Ucom Services on the general grounds prescribed by these Terms for new subscribers.

**12.6.** Termination of the Subscription Agreement, for whatever reason, shall not release You from proper fulfilment of Your obligations towards Ucom having arisen prior to and in connection with termination, including the obligation to pay Your debt, all applicable fines, penalties, termination fee and other amounts defined by the Subscription Agreement.

**12.7.** If within six (6) months following the conclusion of Subscription Agreement the Services or part of the Services mentioned in the Subscription Agreement are not provided (for whatever reason), the Subscription Agreement shall be deemed terminated respectively with regard to the Services or the part thereof.

**12.8.** Where within three (3) months upon the conclusion of the Subscription Agreement on provision of Services via Fixed Network the Subscriber does not provide the specialists of Ucom with opportunity to install and adjust the Device in the Area and connect in to the Ucom Network, the Subscription Agreement shall be deemed terminated with regard to the respective Services.

**12.9.** Unless the Subscriber wants to receive any Service specified in the Subscription Agreement, but he/she refuses to sign a relevant application (agreement) thereon and continues to use other subscribed Service(s), the Subscription Agreement shall be deemed changed with respect to non-provided Service(s) (unless Ucom has an objection on such a change and/or the given change may cause any undesirable consequences for Ucom). The Subscriber shall bear full responsibility for all negative consequences resulted from failure to document the change in the Subscription Agreement.

**12.10.** To terminate the Subscription Agreement You shall visit Ucom Sales and Service Center and complete an application in the form defined by Ucom, unless otherwise prescribed by Ucom.

**12.11.** In order to retrieve the positive Balance available on the the Subscriber's Account (remainder) after redemption of all debts owed by the Subscriber to Ucom (including fines, penalties, etc.) in case of termination of the Subscription Agreement (except for prepayment subscription), the Subscriber shall submit an application in the form defined by Ucom to Sales and Service Center within one (1) year. After one (1) year the Account shall be nullified. Should the Subscription Agreement be terminated in case of prepayment subscription, the upfront payment made by You shall not be refunded.

### **13. Security**

**13.1.** Ucom shall not be liable for any third party spamming, hacking, virus sending and for any damages caused to You thereby. You shall personally protect Your terminal equipment and systems from any viruses and other person's unauthorised interference and shall be liable for any damage caused to Ucom and/or other persons resulting from such viruses or unauthorised interference, as well as be liable for paying the debts accrued as a result of such viruses or unauthorised interference.

**13.2.** Ucom shall not be liable for the accuracy, validity and quality of the information and content, including the content of calls and messages, received through the Services and via Ucom Network, unless Ucom is the sole legal owner thereof. Any information, service or content received, transferred or used via Ucom Network shall be at Your risk and responsibility, and You shall bear all the risks relating to the breach of intellectual property rights in connection therewith, as well as to unlawful use thereof.

**13.3.** For the purposes of improving the quality of its Services and/or call handling, as well as for security reasons, Ucom shall have the right to record Your phone conversations with the agents of Ucom Call Center or Sales and Service Centers. Once You enter into a Subscription Agreement, You consent to such recording and accept that the recordings have a weight of evidence.

#### **14. Protection of Personal Data**

**14.1.** By signing the Subscription Agreement, You consent to the processing of Your personal data by Ucom in accordance with the Personal Data Processing Policy posted on Ucom Website (<https://ucom.am/pp/en>).

**14.2.** As a part of marketing or commercial activity, as well as for debt collection or verification and update of Your identification data, Ucom or its partners may contact You in writing, by phone, through SMS/MMS services or otherwise by using Your personal data. It also includes sending of informational and advertising messages to You with regard to the services provided by Ucom. You hereby allow contacting You as described herein.

**14.3.** When subscribing and during the entire term of the Subscription Agreement You shall be obliged to ensure the accuracy and reliability of the information provided to Ucom and shall bear liability therefor. You shall duly notify Ucom of the changes to Your personal data registered with Ucom (address, bank details, company name, business form, etc.) in the shortest possible time after entry into force of such changes. You shall be the one to bear all possible risks (negative consequences) relating to Your failure to notify Ucom of those changes.

#### **15. Proper Notification**

**15.1.** The notices, including bills and applications exchanged between You and Ucom within the framework of the Subscription Agreement shall be deemed proper, if delivered in person or sent via electronic or other communication means to the dwelling/record-registration/legal or actual business addresses and/or e-mail addresses and/or phone numbers indicated in the Subscription Agreement, unless otherwise prescribed by the Subscription Agreement.

**15.2.** You accept and agree that in the course of judicial settlement of disputes arising between You and Ucom (both under an adversary proceeding and a proceeding on issuing an order for payment), as well as under arbitral proceeding (if there is an arbitration clause), all judicial notices between You and the court (courts of all instances), as well as the Arbitration Tribunal, You and Ucom, Ucom and the court (courts of all instances), as well as the Arbitration Tribunal, relating to judicial proceedings will be sent to You and Ucom by e-mail or via other means of communication to e-mail address(es) and/or phone number(s) indicated in Subscription Agreement and/or in the agreement on signing with e-pen (digital pen) and/or in other agreements. You hereby agree that the notices sent by any method indicated in this point (including, only by e-mail or via SMS sent to phone number) shall be deemed appropriate, and there shall be no need to request delivery (read) receipt for such notices. For the purposes of this point, Ucom's e-mail address is as follows: [dataran@ucom.am](mailto:dataran@ucom.am).

#### **16. Settlement of Disputes**

**16.1.** These Terms and the Subscription Agreement shall be regulated by and interpreted in accordance with the RA legislation in force.

**16.2.** Disputes (disagreements) arising between You and Ucom with respect to these Terms or the Subscription Agreement shall be taken to the courts of the Republic of Armenia.

## **17. Final Provisions**

**17.1.** These Terms shall enter into force from 1 November 2018.

**17.2.** The Tariff Packages/Plans, Offer Descriptions, published Service costs (Price List), Procedures and Rules effective at the time of entry into force of these Terms shall remain in force.

**17.3.** The Subscription Agreement shall be valid for an indefinite period, unless otherwise provided for by an Agreement concluded between the Subscriber and Ucom.

**17.4.** In some cases the Subscription Agreement may be concluded with a commitment to remain Ucom Subscriber for a definite period. After expiry of that period the Subscription Agreement shall continue being in force for indefinite period, unless terminated by You or Ucom in the manner and in cases prescribed by the Subscription Agreement or law.

**17.5.** The Subscription Agreement and the amendments, supplements thereto, the documents constituting an integral part thereof or other documents and notifications relating thereto may be validated by putting signatures and/or seals on the hard copies thereof or in other manner prescribed by Ucom.

**17.6.** Ucom shall be entitled to announce special offers (promos) and/or discounts, which during the announced period will be a supplement to and an integral part of the Subscription Agreement. The information with regard thereto, including the procedure of acceptance thereof by You, will be published on Ucom website and/or made available in the Sales and Service Centers (or disseminated through other means preferred by You).

**17.7.** Ucom be entitled to at any time make (unilaterally) amendments and supplements to the Subscription Agreement, including to these Terms, which shall be published on Ucom website (which may be made available to You by contacting Call Center or visiting Sales and Service Centers) seven (7) days prior to the entry into force thereof, except for the change to the scope of television channels included in the Service(s) and/or change to the content of television programmes of television channels broadcasting (rebroadcasting) by Ucom or termination thereof, which shall enter into force after three (3) days following the publication on the Website.

**17.8.** Where the Subscriber does not agree to the amendments made in accordance with the point 17.7 of the Terms, he/she shall have the right to unilaterally terminate the Subscription Agreement before the day (defined by Ucom) of entry into force of the amendments (supplements) by notifying Ucom thereon, unless the Subscriber has an ongoing commitment to remain a Subscriber for a term defined by the Subscription Agreement (Contract). Where the Subscriber fails to apply to Ucom and continues to use the Services, the proposal of Ucom on making amendments (supplements) shall be deemed agreed with and accepted by the Subscriber.

**17.9.** Information on amendments (supplements) favourable for Subscribers may be published by Ucom on the Web site on the day of entry into force of those amendments or after that.

**17.10.** Taking into account the fact that pursuant to point 17.7 of these Terms Ucom shall regularly make amendments (supplements) to the Subscription Agreement, including these Terms, You hereby unconditionally agree that in case of any inconsistency between the Terms published on the Website, Service Prices, Offer Descriptions, as well as Procedures/Rules and other versions the Terms, Service Prices, Offer Descriptions and Procedures/Rules most recently published on the Website shall apply.



17.11. It is Your responsibility to follow (check) amendments to the Subscription Agreement made by Ucom published on the Ucom's Website and/or presented in the Sales and Service Centers.

17.12. Ucom shall be entitled to, without Your consent, transfer rights thereof stipulated by the Subscription Agreement in whole or in part or assign obligations thereof to another person.

17.13. You shall not be entitled to, without consent of Ucom, transfer Your rights and obligations under the Subscription Agreement to a third person.

17.14. The Subscription Agreement shall be construed in accordance with the applicable RA legislation.

17.15. The relations between Ucom and You that are not regulated by the Subscription Agreement shall be regulated under the applicable RA legislation.

17.16. In case any of the provisions of the Subscription Agreement is deemed invalid or void, the remaining provisions shall not be amended and shall stay in force.

17.17. The Subscription Agreement shall be made in Armenian, but it may also be translated and published in other languages. In case of any inconsistency between the Armenian and other language versions, the Armenian version shall prevail.

## 18. Transitional Provisions

18.1. Taking into account the fact that, in the result of reorganisation of Orange and Ucom, Orange merged with Ucom and terminated activities thereof on 31 March 2016, based on the certificate issued on 31 March 2016 by the RA State Registry, and that Ucom is the legal successor of Orange, "THE GENERAL TERMS AND CONDITIONS FOR PROVISION OF ELECTRONIC COMMUNICATION AND OTHER RELATED SERVICES" previously published by Ucom, and the General terms and conditions for provision of public mobile services published by Orange shall be deemed invalid upon entry into force of these Terms.

18.2. These Terms shall apply to all previous Subscription Agreements (subscriptions) of Ucom and Orange and the Services provided based thereon, except for cases prescribed by point 18.3 of these Terms.

18.3. These Terms shall not apply to the Subscribers who at the time of entry into force of these Terms have an ongoing commitment to Ucom and/or Orange on remaining Ucom and/or Orange Subscriber for a certain period of time. The general terms and conditions for provision of services previously published by Orange or Ucom, and the Subscription Agreements concluded based thereon shall apply to these Subscribers. Upon the termination of the commitment to remain Subscriber for a certain period of time these Terms shall apply to said Subscribers, and the conditions of the Subscription Agreements concluded therewith will be deemed amended in accordance with these Terms.

## 19. Ucom Details

### "UCOM" Closed Joint-Stock Company

Legal address: "Yerevan Plaza" Business Center, 9 Surb G. Lusavorich Street, Yerevan 0015, RA

Business address: 8/4 Davit Anghaght Street, Yerevan 0069, RA

TIN: 00024873

General Director: Ara Khachatryan