



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

### 1. Subject

1.1. These general terms and conditions (hereinafter the “Conditions”) define the general terms and conditions for provision of electronic communication and other adjacent services, provided by “UCOM” Limited Liability Company (hereinafter “Ucom”) to the Subscriber, without being applied to organizations and private entrepreneurs, who wish to benefit from electronic communication and other adjacent services provided via Fixed network.

1.2. These Conditions are defined by Ucom and are deemed a public offer for conclusion of Subscription Agreement on provision of electronic communication and other adjacent services.

1.3. Once you accept these Conditions by complying with all the terms thereof, these Conditions, together with the application for subscription to the Services and appendices thereto, if any (hereinafter the “Application”), the special terms and conditions relating to certain Services (hereinafter the “Special Conditions”), the Price list of the Services, the Tariff Plan, the description of the Service offer (hereinafter the “Service Offer”), as well as the applicable rules, terms defined by Ucom for benefiting from each Service (hereinafter the “Rules/Terms”) constitute a binding adherence agreement made between You and Ucom, hereinafter the “Subscription Agreement”.

1.4. In case of misinterpretations and inconsistencies between the mentioned documents, the terms of the relevant documents are applied in the following order of priority: Application, Special Conditions, these Conditions and Price list, Tariff Plan, Offer Description, Terms/Rules.

1.5. The Subscriber may also accept this public offer via electronic means. The terms and specifics of subscription via electronic means are published on the Ucom website and in the Sales and Service Centers.

### 2. Definitions

2.1. **Public electronic communication and other adjacent services (hereinafter also “Ucom Service(s) or Service(s)”) – shall mean the below-listed, but not the exhaustive list of the services provided by Ucom, the description, price (price list), Special Conditions, Terms/Rules of which are published on the Ucom website and in the Sales and Service Centers:**

- Broadband internet services (via Mobile and Fixed Networks),
- Telephony services (via Mobile and Fixed Networks),
- Video calling services,
- IP TV services,
- Data transfer services (DATA),
- Value-added services (VAS),
- SMS and MMS services, etc.,
- Video-on-demand services (VOD),
- Safe internet, WiFi activation services,
- Provision and mantling of additional devices,
- Payment for utility services via IP TV service,
- Other electronic communication services.

2.2. **Ucom** - shall mean a company that provides public electronic communication services in the RA, based on the licence and permissions issued by the RA Public Services Regulatory Commission.

2.3. **Orange** – shall mean “Orange Armenia” CJSC, whose legal successor as from 01.04.2016 is Ucom.



- 2.4. Ucom Network or Network** – shall mean a transmission system, and in relevant cases also connecting/disconnecting or routing equipment and other resources that allow transmitting signals through cables, radio, optical or other electromagnetic facilities, including satellite network, fixed network (hereinafter the “Fixed Network”) and terrestrial mobile network (hereinafter the “Mobile Network”), so that they are used to transmit signals, regardless of the type of data being transmitted.
- 2.5. Network Accessibility Area** - shall mean the exact geographical location (area), where the electronic communication Services provided by Ucom via Fixed Network are technically accessible.
- 2.6. Network Coverage** – shall mean a geographical area within which there is a technical possibility of benefiting from the Mobile Services provided by Ucom.
- 2.7. Ucom website** – shall mean [www.ucom.am](http://www.ucom.am)
- 2.8. Sales and Service Center(s)** - shall mean centers, specialised in selling the Services and devices offered by and handling the Subscribers of Ucom.
- 2.9. Call Center** – shall mean a service provided by Ucom through which a Subscriber may get information about the Ucom Services, the calculated charges and the additional services provided by Ucom.
- 2.10. Applicant** – shall mean a person, who has applied for subscription to the Services provided by Ucom.
- 2.11. Subscriber** – shall mean any person with whom a Subscription Agreement is concluded.
- 2.12. Corporate Subscribers** – shall mean the commercial or non-commercial organizations, private entrepreneurs, having entered into a Subscription Agreement.
- 2.13. Applicant’s/Subscriber’s Premises** – shall mean a place, where the Applicant/Subscriber wishes to receive the Services provided via Ucom Fixed Network.
- 2.14. Subscriber’s Account or Account** – shall mean an analytical calculation log in the Billing System, used to calculate the volumes of Services provided to Subscribers and payments charged for such Services.
- 2.15. Billing Period** – shall mean the period between the Billing Day and the next Billing Day.
- 2.16. Billing System** – shall mean an automated system, which registers the type, volume, price of the Services provided to the Subscriber, calculates Subscribers’ debts and payments and generates summary results (excerpt).
- 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 already paid or payable by the Subscriber, is recapped.
- 2.18. Application or Request** – shall mean a written document in a form established by Ucom on full and explicit acceptance of these Conditions and subscription to the Services provided in accordance thereto, signed (filed) by the Applicant (authorised person).
- 2.19. Application Number or Identification Code** – shall mean a combination of numbers, used to identify the Subscriber and enabling the latter to access his/her Account and perform payments.
- 2.20. Password** – shall mean a combination of letters, symbols and/or numbers determined by the Subscriber to benefit from certain types of Services, which is used to identify the Subscriber.
- 2.21. Tariff Plan** – shall mean a type of Service stipulated or published by Ucom, by which the name, specifics, provision terms, prices of the Service and other information are defined.
- 2.22. Services or Tariff Package(s)** – shall mean a Service, encompassing several different Services under one name and value (price), or packages of additional minutes, SMSs and other services with certain validity included in one Tariff Plan, which can be used without the need to change the current Tariff Plan.
- 2.23. Number** – shall mean a call number assigned to the Subscriber from the numbering resources of Ucom, and in case of number porting, also of other electronic communication service provider, which enables to identify the device connected to the Ucom Network.
- 2.24. Number Portability Service** – shall mean a service that enables the Subscriber of mobile Services to change the mobile service provider while keeping the assigned mobile number.



**2.25. Balance** – shall mean a value, determined by way of calculation based on the data of the Subscriber's Account, which represents the difference of the Services used and payments performed by the Subscriber as of the given moment in time.

**2.26. Traffic** – shall mean an aggregation of electronic information units, which includes voice messages and SMSs, signals and other data that are transferred via electronic communication network.

**2.27. Device** – shall mean a device or devices, with its (their) accessories (also the cable), provided to the Subscriber by Ucom by right of use, in order to benefit from the Services provided via Fixed Network. Detailed description of such Devices is posted on Ucom website.

**2.28. Equipment** – shall mean the technical resources and devices (tablet, mobile phone, etc.) through which the Subscriber can benefit from the Services provided via Mobile Network.

**2.29. SIM Card** – shall mean Subscriber's identification module, which together with Subscriber's device provides access to the Ucom Network and communication Services.

**2.30. 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, Subscriber and Subscription Agreement**

**3.1.** These Conditions are deemed accepted by You upon signature and filing of the Application in person, unless otherwise stipulated by Ucom.

**3.2.** In order to enter into a Subscription Agreement You shall also submit documents required by Ucom, which confirm Your identity, address; in case of organizations, having no status of legal entity, or private entrepreneurs - state registration or registration details; in case You wish to enter into a Subscription Agreement through a representative - a notarised power of attorney and ID documents; for the territory, where the Device shall be installed and the Services provided - the copy of the document certifying Your right over that territory, and other documents and data required for subscription (hereinafter the "Required Documents").

**3.3.** The Subscription Agreement is deemed concluded, if the Application (all the Required Documents enclosed thereto) filed by You, as well as the Applicant's Premises and equipment meet the requirements of these Conditions.

**3.4.** The Ucom Services, the Tariff Plans/Packages, the description, list, prices of the Services, the conditions and specifics of provision of the Services and other necessary information are defined by Ucom and accessible on the Ucom website and in the Sales and Service Centers for free.

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

**3.6.** In the Application the Subscriber chooses the list of the Services and/or the Tariff Plans/Packages under the conditions of which the Subscriber wishes to receive the Services.

**3.7.** Pursuant to the Conditions, the form and content of the applications filed to enter into a Subscription Agreement, to make changes/additions thereto, as well as to terminate and provide other additional/extra services shall be determined by Ucom, and unless You file the applications in the form (by electronic letter) established by Ucom, the latter will have the right to reject and/or not to take action on them.

**3.8.** The Applicant shall file the Application with the Sales and Service Center and/or the employee entitled to sell Services on behalf of Ucom.

**3.9.** The hard copies of certain materials or documents, available on the Ucom website, are not provided to You, unless You request so.



**3.10.** You shall immediately notify Ucom of the expiry or invalidity of the document, by which You authorise Your representative to act on Your behalf, by visiting a Ucom Sales and Service Center. 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.

**3.11.** Your representative has the right to file an application with Ucom and receive 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), as well as sign an agreement on use of the Services with a commitment (to remain Ucom Subscriber), if only the latter presents the original copy of a notarised power of attorney.

**3.12.** Ucom has the right to refuse to enter into a Subscription Agreement and/or provide access to the Services or part thereof, and/or unilaterally terminate the Subscription Agreement, by giving a notice to the Subscriber within 10 (ten) days in any form of its choice and on any of the grounds listed below:

3.12.1. Applicant's Premises are out of the Network Accessibility Area, or they are within the Network Accessibility Area, but it is technically impossible to provide the Services (the quantity of cables in that area/building are 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.);

3.12.2. until completion of the works with regard to detection of the Devices installed by Ucom at Applicant's Premises;

3.12.3. Ucom provides Services at Applicant's Premises under another Subscription Agreement;

3.12.4. the Applicant is or used to be Ucom Subscriber and has outstanding liabilities;

3.12.5. 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.);

3.12.6. the Applicant fails to submit the Application, Required Documents or information in the form established by Ucom;

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

3.12.8. the Applicant is a bad debtor or fails to meet the solvency or other similar requirements set by Ucom for the Service in question;

3.12.9. according to Ucom, Applicant's Premises, where Ucom is going to provide Services via Fixed Network, are or serve as an actual business address for any legal entity and/or private entrepreneur and/or are used by any individual to get profit (there may be an exception, if the Subscriber has subscribed to any special Tariff Plans/Packages offered by Ucom).

**3.13.** For certain Services Ucom may refuse to enter into a Subscription Agreement or may advance additional conditions, including demand means to ensure the fulfilment of obligations, if the Applicant has an ongoing commitment to Ucom, does not have a permanent residential address in the RA, is not registered in the territory of the RA, is not a RA citizen, does not have a relevant residency status in the RA and/or in other cases stipulated by Ucom.

**3.14.** Before entering into a Subscription Agreement, ensuring access to the Services or part thereof, selling products or setting or changing the credit limit, Ucom has the right to verify Your solvency through any means and sources not prohibited by law, including to demand from You additional documents that support the information provided by You, to make relevant inquiries and/or demand additional means to ensure the fulfilment of Your obligations.

**3.15.** Ucom reserves the right to limit the quantity of Devices, Equipment and SIM Cards or Services provided to each Subscriber.

**3.16.** By calling Ucom Call Center and passing the identification phase, the Subscriber may make changes (deemed to be permitted by Ucom) to the Subscription Agreement. In this case no written document is executed



between Ucom and the Subscriber and the evidence, that the changes to the Subscription Agreement have been made by the Subscriber via phone call, shall be the first payment performed by the Subscriber.

#### **4. Services**

- 4.1.** You choose the subscription type, the Tariff Plan and the list of the Services at the time of subscription or as stipulated by Ucom.
- 4.2.** Based on the type, the Services are provided via Ucom Fixed Network and/or Mobile Network and have their specifics and Rules of use.
- 4.3.** When entering into a Subscription Agreement a certain list of Ucom Services is activated by Ucom by default for which no additional payments are charged, unless otherwise stipulated by Ucom.
- 4.4.** Certain Services may be activated by You through visiting Ucom Sales and Service Centers, the voice menu, access to Your electronic page, Your device settings or through other means, as may be stipulated by Ucom.
- 4.5.** Before activating the Services requiring extra charges, You shall check the capacities and limitations of Your equipment, which You are going to use to benefit from the Service.
- 4.6.** You have the right to change Your subscription type, Tariff Plan or list of the Services within the same Tariff Plan according to the procedure established by Ucom, provided that at the time such request is filed, You don't have any outstanding debts to Ucom, unless otherwise stipulated by Ucom. Ucom has the right to apply an additional fee for each such change.
- 4.7.** 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 stipulated by Ucom.
- 4.8.** The change of the subscription type, the Tariff Plan, the list of the Services and the activation of additional Services are made by submitting the application/agreement in a form established by Ucom, to Ucom in person or by electronic or other communication means, in cases stipulated by Ucom.
- 4.9.** The migration from one offer subscribed to with a commitment to another is possible only upon expiry of the commitment period. The migration before expiry of the mentioned period will be possible only at the sole discretion of Ucom, otherwise it will be deemed a violation of Your commitment, and Ucom will have the right to demand payment of stipulated fines, penalties from You.
- 4.10.** Certain Services may be provided to You, if Your terminal equipment meets the technical requirements necessary to use such Services.
- 4.11.** In cases stipulated by Ucom, the Services can be subscribed to with a trial period, stipulated by the Subscription Agreement. The trial period is stipulated for testing the Service, namely, 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 is deemed that the Service is compliant with the Subscription Agreement, the proposed conditions and description, as well as meets Your needs and requirements.
- 4.12.** After expiry of the trial period the Subscription Agreement is terminated on the general grounds, stipulated for termination of the Service in question.
- 4.13.** Your identification data include Your name, surname, Number, Identification code/name (if stipulated), Password (if any), SIM Card number, Your Application Number, ID details, year, month and day of Your birth, 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 rules established by Ucom.
- 4.14.** Your identification data are used to subscribe to the Services, to change the subscription type, the Tariff Plan, the list of the Services and to activate additional Services, as well as to provide You with information, to pay for the Services and in other cases stipulated by the Subscription Agreement or otherwise by Ucom.



**4.15.** You have the right to receive information regarding Ucom offers, Tariff Plans, prices, Services, Network Coverage/Accessibility, charges made by Ucom, Your debts, Your Balance, as well as get advice or help about the Services in Ucom Sales and Service Centers, by sending a written or electronic letter to Ucom, or by calling Ucom Call Center number(s), which are available on Ucom website.

**4.16.** By becoming a party to the Subscription Agreement the Subscriber agrees to receive advertising, commercial and/or other messages via Ucom Network (and not only) regarding the Services provided by Ucom. Unless Subscriber wishes to receive such messages, it shall notify Ucom in writing.

**4.17.** If the Subscriber is a legal entity, it shall notify Ucom of the institution of a liquidation or insolvency proceeding or of a decision taken thereon within 1 (one) day from the institution of such proceeding or taking of such decision.

## **5. Provision of Services**

**5.1.** Ucom provides the Services in accordance with the RA laws, the license and permissions issued to Ucom, the Subscription Agreement and the internal procedures and policy of Ucom.

**5.2.** In order to provide public mobile Services, Ucom assigns You a Number and provides a SIM Card. The access to the SIM Card is safer with a PIN code.

**5.3.** You do not have the right to demand any specific Number, except in cases stipulated by Ucom or if an understanding is reached between You and Ucom.

**5.4.** For provision 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 will install and adjust the Device at Subscriber's Premises in the shortest possible time after conclusion of the Subscription Agreement and connect it to the Ucom 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 its 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 Network, the Network Coverage/Accessibility Area and the updates thereof are made available to the Subscriber through the Ucom website, Sales and Service Centers or through other means.

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

**5.11.** You agree and accept that the quality of the Services depends not only on Ucom and Ucom Network, but also on such circumstances and equipment, which are beyond the control of Ucom.

**5.12.** Ucom does not guarantee that the Services will be free from interruptions, restrictions, fluctuations or other failures, especially in case of an event of force majeure (inundations, earthquakes, war, decisions of the state authorities, power failures, epidemics, etc.), network or site outages or malfunctions or other situations and events, which are beyond the control of Ucom.

**5.13.** The quality of the Services provided to the Subscriber also depends on the quality, specifics and capacities of the networks and equipment of other operators (including international operators) and the restrictions, outages, malfunctions and other similar circumstances in their networks, which are beyond the control of Ucom.



**5.14.** 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 an obligation to use best efforts, and the Services are provided on as it is basis.

**5.15.** Considering the nature of the Service provided to You and the specifics of the technologies employed, 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 certain circumstances and factors, which may result in interruptions of the Service provided to You, quality degradations, speed fluctuations or other failures. Such circumstances and factors, especially for the Services provided via Mobile Network, may be 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, which hinder normal operation of the radio equipment, technical capacities and specifics of Your equipment, the place where You use the Services (an out of coverage area, underground areas, an area in the vicinity of buildings, tunnels, basements and other underground areas) and the time You use the Services (the hours of maximum load of the Network, the number of simultaneous users in the given area).

**5.16.** Service interruptions, quality degradations, speed fluctuations or other failures may also result from unfavourable working conditions (humidity level, very high or low temperature not stipulated for the normal operation of the equipment, etc.), the quality, technical problems or wrong adjustments of Your equipment (operating systems that are not incompatible with the Service provided to You, viruses, etc.) and from other circumstances, which are beyond the control of Ucom.

**5.17.** Ucom will use its best efforts to minimise to the extent possible the failures resulting from the Maintenance Works.

**5.18.** The time of termination and/or improper provision of the Services during the Maintenance Works cannot exceed 48 hours in 1 calendar month.

**5.19.** Ucom does not guarantee:

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

5.19.2. that the Services will be free from interruptions, errors, speed and quality degradations, fluctuations and other failures and outages, as well as the ongoing availability of the Service;

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

**5.20.** In order to ensure the smooth operation and security of the Ucom Network and the quality of the Service, to equally distribute the capacities of the Ucom Network, to reduce the load on any specific site, as well as to ensure the accessibility of the Service, Ucom by itself stipulates the necessary technical means, this also including the right of Ucom to undertake measures adequate to the situation, to apply Service volume limitations and to establish priorities at its discretion.

## **6. Use of Services**

**6.1.** You shall use the Services in accordance with the RA laws, the Subscription Agreement and other rules and conditions stipulated by Ucom, without violating the rights and interests of Ucom, other Subscribers and third parties.

**6.2.** 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.



**6.3.** You do not have the right to 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.

**6.4.** You have the right to demand Bill itemization for the Services provided to You (in case of Telephony Services, only Bill itemizations for outgoing calls made by You and incoming calls that are charged), not more than for 6 (six) months preceding receipt of a relevant demand, for which Ucom is entitled to charge You according to the established procedure.

**6.5.** As an end user, You do not have the right to offer/provide the Services provided to You to third parties on a paid basis or free of charge, to use them to provide electronic communication services, to send advertising, informational or other types of messages (bulk messaging), to conduct voting, quizzes, surveys, contests, researches, auctions, lottery, campaigns and any similar actions by which You pursue profit or disseminate ideas, without the prior written approval of Ucom.

**6.6.** It is forbidden to route Traffic via Ucom Network that has been generated by third parties.

**6.7.** You shall:

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

**6.7.2.** not carry out actions that aim at undermining the normal operation of the Ucom Network or changing the settings of the Ucom Network or the equipment or the software;

**6.7.3.** not carry actions to receive and use unauthorised access;

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

**6.7.5.** observe the rules of use of any technical or informational resources;

**6.7.6.** not falsify Your own IP address, as well as other IP addresses used in other network protocols and the internet to transfer data;

**6.7.7.** in case of delivery of viral codes and/or spamming from Your terminal equipment, it will be considered that the damage has been caused by 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 is carried out based on a delivery and acceptance certificate (hereinafter the “Delivery and Acceptance Certificate”), which constitutes the inseparable and integral part of the Subscription Agreement.

**7.2.** Except for the case stipulated by the point 5.6 of these Conditions, the Devices provided by Ucom together with the equipment, cables added (modified, repaired) by Ucom are deemed the property of Ucom, and the Subscriber cannot modify them, transfer/provide the Devices or the right of use thereof to any third party, 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 signature of the Delivery and Acceptance Certificate of the Device, and the Subscriber shall ensure the maintenance and use of the Device solely for receiving the Services, as stipulated by the Subscription Agreement.

**7.4.** The installation, adjustment and relocation of the Device are carried out by Ucom, unless otherwise stipulated by Ucom.

**7.5.** The Subscriber shall:

**7.5.1.** not use the equipment, SIM Card and Device provided by Ucom with other incompatible equipment or otherwise 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 written approval of Ucom;
- 7.5.4. not repair the Device without the written approval of Ucom;
- 7.5.5. in case of loss, theft of the Device or the Equipment or damage caused thereto by You or any third party, notify Ucom not later than within 5 (five) days, by giving a relevant written notice to Ucom, or calling Ucom Call Center and submitting the documents required by Ucom. Otherwise, You cannot refuse to pay the monthly fee fixed for that Service.
- 7.5.6. not use and return the equipment, Device and/or SIM Card to Ucom upon such request from 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 use thereof by unauthorised parties;
- 7.5.8. in case of termination of the Subscription Agreement (for whatever reason) or in case of termination of certain Service(s), return the Devices in working condition (normal wear and tear excepted) to Ucom within 15 (fifteen) days (dismantle the Devices by itself or create possibility for the specialists of Ucom to dismantle the Devices).
- 7.6. Ucom undertakes to replace the Device provided to the Subscriber with a new one free of charge, if the device is found to have a workmanship defect.
- 7.7. The equipment necessary to access the Mobile Services is purchased by You, at Your own expense and discretion, and You are responsible for the installation, adjustment and proper operation thereof, unless otherwise stipulated by Ucom.
- 7.8. For certain Services Ucom may offer equipment on special conditions, including with a commitment to remain Ucom Subscriber for a definite period or with other commitment stipulated by Ucom. Ucom may also offer equipment by the right of use or on other grounds.
- 7.9. 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 third party or modify the Equipment, as well as You undertake to immediately pay Ucom the price of the Equipment in case of damage, loss or theft thereof.
- 7.10. If the handset or tablet purchased from Ucom (Orange) can be technically used only in Ucom Network (locked), You shall be entitled to free unlocking service by filing a written application. If You have an ongoing commitment to Ucom (Orange) (e.g. a commitment to remain Ucom Subscriber for a definite period), You shall be entitled to unlocking service at the end of the commitment period. The unlocking is carried out within maximum 3 (three) working days, except in case of handsets and tablets, which cannot be unlocked by the manufacturer within the mentioned period. In this case the unlocking is carried out within maximum 5 working days. The unlocking service is not provided for the handsets purchased by April 1, 2014, if the RA Public Services Regulatory Commission deems well-founded the technical impossibility of unlocking such devices (except for smartphones).
- 7.11. Ucom is the sole owner of the SIM Card provided to You, with the exception of the information contained thereon, which is Your property.
- 7.12. Upon delivery of the SIM Card to You the risk of damage, normal wear and tear, loss, theft and unauthorised use thereof is transferred to You.
- 7.13. Ucom shall replace free of charge any SIM Card purchased from Ucom, which is proved to be defective due to faulty design or poor workmanship. In other cases Ucom may charge additional fees for SIM Card replacement.
- 7.14. You do not have the right to assign, sell, lease or otherwise transfer the SIM Card to any third party or destroy the Sim Card.
- 7.15. Any attempt to duplicate the technical identification data registered on the SIM Card is forbidden, and You shall be held liable for it as set forth in the RA laws.



**7.16.** Ucom has the right to provide the SIM Card and/or the Number assigned to it to another person upon termination of the Subscription Agreement or within another term stipulated by the RA laws.

**7.17.** Due to technical necessity and in other cases Ucom has the right 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 immediately notify Ucom of that, by giving a relevant written notice or calling Ucom Call Center.

## **8. Prices and Charges**

**8.1.** Ucom has the right to unilaterally change the prices of the Service, the Tariff Plan or develop and apply new prices and Tariff Plans in accordance with these Conditions.

**8.2.** Ucom has the right to charge penalties or fees 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 service provided through the Services and the SIM Card shall be borne by You.

**8.4.** Amounts charged for the Services provided to You and the volumes of such Services are calculated based on the data of Ucom Billing System or provided by other operators and service providers (e.g. when providing roaming Services).

**8.5.** In case of a dispute in connection with the volume of the Services provided to You, calculations are made based on the data of Ucom Billing System, and for certain Services, based on the data provided by other operators and service providers.

**8.6.** Telephony Services are charged in an amount equal to the monthly or daily fee corresponding to Your chosen 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 stipulated by the RA laws and/or Ucom.

**8.7.** Call duration is calculated starting from the first second the called party answers the call until the moment the call is ended by the calling or called party or the equipment is disconnected, unless otherwise stipulated by Ucom for certain Services.

**8.8.** The call is deemed answered, and the calculation of the call duration and relevant charges is 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, which operate in “automatic information receipt” mode), or other equipment of the Subscriber that ensures or imitates the possibility of data transfer in case of absence of the called party;

**8.8.2.** Subscriber’s equipment, answering machine, voice mail.

**8.9.** Internet Services are charged in an amount equal to the monthly, daily or per-minute fee corresponding to Your chosen Tariff Plan or Offer Description and/or according to the bytes and Traffic used by You, unless otherwise stipulated by the relevant Tariff Plan.

**8.10.** Considering the technical specifications of operation of the network, Ucom has the right to stipulate a maximum duration of 1 uninterrupted or activated, but unused session (phone call, video call, internet session, etc.).

**8.11.** Considering the technical specifications of the procedure for exchange of information relating to a range of Services (roaming service, international outbound services, etc.), the data with regard to calculations and charges may be received with delay, which does not release You from the obligation to pay for such Services.



**8.12.** In case of loss, theft or damage, not by the actions of Ucom, of the Device provided under the Subscription Agreement, a new Device can be provided only if the Subscriber compensates Ucom for such Device, but not later than within 10 (ten) days upon such request from Ucom.

**8.13.** Ucom has the right to:

8.13.1. claim payment for removal of faults and errors that hinder proper provision of the Services (including changed cables, equipment), if such faults or errors are due to the actions and/or inaction of the Subscriber;

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

8.13.3. claim connection fee from the Subscriber, in order to carry out cable laying works at the Subscriber's Premises 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 exceed the norms established by Ucom), if it is agreed with the Subscriber in advance.

**8.14.** Ucom may stipulate other conditions for calculation and charging of the Service provided to You.

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

**9.1.** Based on the type of subscription, the list of the Services and the Tariff Plan, an upfront payment, monthly subscription fee (monthly fee), deposit, post-payment, credit limit or other payment categories and means to ensure the fulfilment of obligation are stipulated for the Services.

**9.2.** 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 will have the right to deduct/charge the debt amount from the bank guarantee, deposit and/or upfront payment and/or confiscate the subject of mortgage.

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

**9.4.** Based on the Service Offer and the Tariff Plan, the subscription fee (monthly fee) may or may not be deduced for the Services used by You.

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

**9.6.** You shall pay the subscription fee (monthly fee) even if You have not used the Service for whatever reason, unless You have terminated the Subscription Agreement, as stipulated by the Subscription Agreement and law.

**9.7.** The billing is carried out once per month. 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. In the latter case, where the Services are activated during the period from 29 to 31 of the month, the Billing Day will be the 28<sup>th</sup> of each month.

**9.8.** Ucom has the right, at its sole discretion, to stipulate a credit limit (maximum negative Balance, within the limits of which You can use the Services, except for the cases stipulated by Ucom) and other limitation with regard to use of the Services.

**9.9.** The credit limit, based on the chosen Tariff Plan, the list and volume of the Services, is set and changed at the discretion of Ucom, considering Your payment history, credit history, solvency, volumes and turnover of Your business, reliability and other similar circumstances.

**9.10.** If during the month You reach Your credit limit, You may continue to use Ucom Services, if You perform full payment of Your existing debt and recharge Your Account, except for cases stipulated by Ucom.

**9.11.** In case of failures of the Billing System and performance of Maintenance Works, charges for the Services used by Subscribers, including when in roaming, are not logged by the Billing System in real time, and Subscribers of monthly subscription, postpaid monthly and postpaid subscription Services may exceed their credit limit, and the Subscribers of prepaid Services may spend more than their actual Balance. In such cases, when checking their



Accounts the Subscribers cannot see the latest updates of their Accounts, and the Services used by them are charged with delay.

**9.12. Prepaid subscription system:**

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

**9.13. Monthly subscription system:**

9.13.1. In case of monthly subscription system a monthly subscription fee (monthly fee) is stipulated, which the Subscriber shall pay on a monthly basis, regardless of use of the Service(s) during the given month.

9.13.2. In case of monthly subscription system, an upfront payment paid when subscribing to the Services, may be stipulated, which may or may not be deducted from the amount payable for the next month.

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

9.13.4. In case of activation of paid Services, such Services will be charged together with Your monthly fee and according to the same rules, or from Your upfront payment, unless otherwise stipulated by Ucom.

9.13.5. In case of monthly subscription system, the payment is performed on a monthly basis during the period calculated from the Billing Day or on the day stipulated 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) is paid.

**9.14. Postpaid monthly and postpaid subscription system:**

9.14.1. In case of postpaid monthly and postpaid subscription system, You perform the payment after receiving the Services in the reporting month, as stipulated by the Offer and/or the Tariff Plan and/or based on the quantity of the used Services.

9.14.2. In case of postpaid monthly and postpaid subscription system, You shall perform the payments within the term stipulated by Your Subscription Agreement or the bill presented to You. Furthermore, each month the monthly fee for the previous month, if stipulated, and the negative Balance of the previous month is paid.

9.14.3. Corporate Subscribers are responsible to Ucom for their employees in the case, where these employees use the Services under the corporate Tariff Plan/Package of the Subscriber, unless otherwise stipulated by Ucom.

**9.15.** If You reach the credit limit set by Ucom, the latter will have the right to restrict or suspend the 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.

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

**9.17.** If several Subscription Agreements have been concluded between You and Ucom or several Accounts or Numbers have been assigned to You under the same Subscription Agreement, Ucom will have the right to offset or transfer the unused payments received for one Subscription Agreement, Account or Number for the payment of the debt accumulated under another Subscription Agreement, Account or Number. In such case the amount left after full payment of the debt will remain on the Subscriber's Account.

**9.18.** In case of other payment systems, except for prepaid system, Your bill for each month will be prepared and sent to Ucom Sales and Service Centers within 10 (ten) days from the Billing Day, unless otherwise stipulated by Ucom.

**9.19.** At Your option the bill can be sent to You by e-mail or through delivery service. Ucom has the right to charge You for delivery services or for provision of the copy of Your bill.

**9.20.** The bill presented by Ucom is deemed a proof of the Services and their volume provided to You.

**9.21.** In any case You shall personally check Your monthly debt and be responsible for its payment in a timely manner, regardless of the payment means, the fact of receiving the bill or having any objections thereto. Non-



receipt or receipt of the bill with delay cannot be considered a basis for non-performance of the payment or change of payment due date.

**9.22.** You may dispute or present objections to the bill presented by Ucom before the payment due date specified in the bill, otherwise, the amount specified in the bill will be deemed confirmed (explicitly accepted) by You.

**9.23.** Non-payment of the bill is not deemed to be presentation of objections thereto.

**9.24.** You may present Your objections to the bill in writing or by e-mail to any Ucom Sales and Service Center or to Ucom business address.

**9.25.** The Subscriber shall pay for the Services provided via Fixed Network on a monthly basis, unless otherwise stipulated by the description of the Tariff Plan/Package, until the 15<sup>th</sup> day of the month following provision of the Services, regardless of use of the Services.

**9.26.** The payment is deemed performed upon entry of the payment in Ucom Billing System.

**9.27.** Unless the payment is performed in a timely manner, Ucom will have the right to impose a penalty of 0.1 (zero point one)% 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.

**9.28.** When performing the payment You shall clearly indicate the Number or Account number for which the payment is performed.

**9.29.** Any person, performing a payment for benefit of the Subscriber, will be deemed duly authorised by and acting on behalf of the Subscriber with regard to performance of payments.

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

**9.31.** Any wrong payment performed by You shall be corrected by Ucom within the bounds of reasonable possibility, and Ucom shall bear no responsibility for the losses incurred by You.

**9.32.** The wrongly transferred amount is refunded to You, in case the person, to whose Account the amount has been transferred, has not used it, or in case the relevant amount is available on his/her Balance.

**9.33.** In case of postpaid monthly and postpaid subscription system, if money is transferred to the Subscriber's Account from abroad (also wrongly transferred amount), the Subscription Agreement is terminated or in other cases, Ucom will 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, if Ucom finds any action forbidden by law.

**9.34.** You hereby agree that unless You pay the bills presented by Ucom in a due manner, upon the first request of the latter You shall compensate Ucom for the costs relating to collection of such late payments, including, but not limited to, legal and court costs, in a maximum amount of 21 (twenty-one)% of the due amount.

**9.35.** You hereby accept and agree that Ucom has the right to nullify Your Balance as stipulated by Ucom without any notice to You, unless You use it within the time limits set by Ucom.

**9.36.** The Subscriber shall pay the price of the Device specified in the Delivery and Acceptance Certificate (from which Ucom deducts the amount calculated for normal wear and tear) within 10 (ten) days, unless the Subscriber has returned the Devices to Ucom within the term stipulated by the point 7.5.8 of the Conditions.

**9.37.** Ucom may unilaterally change the Price list of the Services and notify the Subscribers of such changes not later than within 15 (fifteen) days prior to charging the Services at new rates, through publishing the changes on Ucom website and in the Sales and Service Centers and/or through mass media, except for the cases of price decrease, which take effect upon publication thereof.

**9.38.** In any case, for Your convenience, Ucom will not terminate the session of the Service provided to You (call, SMS, GPRS), if You reach the limit of Your positive balance (monthly fee) or negative balance, and the amount exceeding the credit limit or positive balance will be charged from Your Account later.



## 10. Suspension, Restriction

10.1. Ucom has the right with prior notice to You (also, by way of making public announcements) to restrict or suspend the Services provided to You:

10.1.1. if You use uncertified equipment;

10.1.2. if 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. if You are in breach of the terms of the Subscription Agreement and/or law;

10.1.4. if You have used the Services improperly or unlawfully;

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

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

10.1.7. if Ucom has detected dubious Traffic (evidence or well-founded doubts regarding attempts to disseminate viral codes or spam, etc.).

10.1.8. in order to carry out Maintenance Works;

10.1.9. if provision of the Services is (may be) in breach of any third party rights.

10.2. In cases stipulated by the points 10.1.1 and 10.1.2 of the Conditions Ucom has the right, without notice to You, to restrict or suspend the Services provided to You.

10.3. During the suspension or restriction period Ucom has the right to:

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

10.3.2. dismantle its cables and Devices.

10.4. The terms and period of 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 period, the Services are reactivated without prior notice to You.

10.6. In case of suspension or restriction the Services can be reactivated, if You pay all Your debts, fines, penalties and other amounts stipulated by the Subscription Agreement, as well as all the costs incurred by Ucom in connection with collection of the mentioned payments, unless otherwise stipulated by Ucom or by mutual agreement between Ucom and You.

10.7. The suspension or restriction of the Service does not release You from the obligation to pay the monthly service fee and other accumulated debts, if such obligation is stipulated by the Subscription Agreement.

10.8. During the entire period of suspension and restriction all Your non-fulfilled obligations shall be fulfilled, as set forth in 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 in connection with any of the Accounts or Numbers, Ucom will have the right to suspend or restrict all Services being provided to You and all Accounts and/or Numbers 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 has the right to restrict or suspend 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 the Subscriber is entitled to free of charge termination/suspension of the Services provided via Fixed Network for a period of minimum 10 (ten) days and maximum 2 (two) months, by filing a relevant written application with Ucom and paying for the Services provided up to that day.



**10.13.** If the Subscriber wishes to temporarily terminate/suspend the Services provided to him/her for more than 2 months, the Subscriber shall return the Device and pay the charges stipulated by Ucom after filing the relevant application.

**10.14.** If You have entered into a Subscription Agreement with a commitment to remain Ucom Subscriber for a definite period, then in case of suspension of the Service at Your discretion, the suspension period will not be included in the commitment period, and Your commitment will be extended for the suspension period.

**10.15.** Service suspension on Your initiative is possible only on condition of payment of existing debts.

**10.16.** At the time of suspension and restriction Your positive Account Balance, bonuses, Tariff Packages, automatically generated offers and other benefits can be nullified, based on the Service Offer and the Tariff Plan.

**10.17.** Ucom is the one to determine the quantity and duration of Service suspensions requested by the Subscriber.

## **11. Liability**

**11.1.** The Subscriber guarantees that he/she has relevant competence over the area, where the Services shall be provided, in order to allow to carry out cable laying works and installation of Devices, and shall bear full responsibility for all claims filed by any third party against Ucom in connection with such works, by compensating Ucom for all losses arising from such claims.

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

**11.3.** The responsibility of Ucom with regard to each Subscriber cannot exceed the difference between the monthly fee calculated (charged) for the given month and the amount equivalent to the period, where the Services cannot be used through the fault of Ucom.

**11.4.** In no case shall Ucom be liable for:

**11.4.1.** non-provision or improper provision of the Services, if it is due to the circumstances and factors, listed in the points 5.12., 5.13. and 5.15. of these Conditions, and other similar events;

**11.4.2.** 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 parties;

**11.4.3.** Your use of the Services improperly or unlawfully;

**11.4.4.** the problems relating to the Services and solution thereof in cases, where in order to reveal the problems and the causes thereof and to provide the Services properly, the conclusion of the relevant specialist of Ucom and visit to the Subscriber's Premises is required, but You renounce the visit of the specialist or fail to create corresponding conditions or otherwise hinder the specialist from his work. In this case You are deprived of the right to file any claims with regard to provision of the Service by Ucom and its quality;

**11.4.5.** the quality of the services provided by other operators and entities and of the Services provided by or through third parties by using the Ucom Network and other technical facilities. In this case Ucom does not provide any guarantee in connection with these Services, including the bills presented for such Services. Where necessary, Ucom may act as an agent of the Subscriber in the relations with third parties, in order to make such services available to the Subscriber, by acting on its behalf and at the expense of the Subscriber.

**11.4.6.** 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;

**11.4.7.** 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;



11.4.8. any extra commission charged according to the rules, established by the payment collector or the bank.

11.5. You are liable for:

11.5.1. the damage, caused to Ucom or third parties or their property, as a result of use of the Services with violation of these Conditions;

11.5.2. 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 according to the procedure established by Ucom.

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

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

11.5.5. acquisition of the permissions, required for cable laying and installation of the Devices in the area, where the Services shall be provided;

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

11.5.7. payment of all debts arising from use of the Services in cases stipulated by the point 9.11 of the Conditions, including the debt generated as a result of exceeding the credit limit or the actual Balance.

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

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

11.8. You shall be deprived of the right to file any claims with regard to the Services or their quality, if You fail to notify Ucom of any problem 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.

11.9. You shall be liable for any use of the Services by third parties 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 and Device provided by Ucom will be 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 according to the established procedure and suspension of the Services upon Your request, which shall be satisfied by Ucom within 24 hours. Before satisfying Your request, Ucom has the right to undertake all necessary measures to identify You, but it is not liable for similar requests presented by any unauthorized party and for satisfaction thereof.

11.10. If Ucom detects any violations of the obligations stipulated by the point 7.5 of the Conditions and sends a written warning to You, for You to refrain from any such actions or violations, and if after receiving the written warning You carry out any of the actions again or continue the violation, Ucom will have the right, at its discretion, to 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 resulting from Your actions.

11.11. The parties are released from the liability for full or partial non-fulfillment of their obligations under these Conditions, if it is due to an event of force majeure. You hereby confirm and agree that Your financial state cannot be deemed an event of force majeure and You shall fully pay for the Ucom Services, regardless of Your financial state.





## 12. Termination

- 12.1. Ucom is entitled to unilateral termination of the Subscription Agreement without prior notice to You, if:
- 12.1.1. You are in breach of any of the terms of the Subscription Agreement or You have used the Services improperly or unlawfully;
  - 12.1.2. You fail to pay for the Services provided to You within 60 (sixty) days from expiry of the due date stipulated by the Subscription Agreement;
  - 12.1.3. an insolvency or liquidation proceeding is instituted against the Subscriber or such decision is taken;
  - 12.1.4. after suspension of the Services they are not reactivated (lack of sufficient credit to ensure positive Balance on Your Account during the period stipulated by the Subscription Agreement or the Tariff Plan, or non-performance of necessary actions for reactivation of the Services during the period stipulated by the Subscription Agreement or the Tariff Plan, etc.) under the terms and within the time limits stipulated by Ucom;
  - 12.1.5. the SIM Card for the Number linked thereto is not activated within 12 (twelve) months upon conclusion of the Subscription Agreement;
  - 12.1.6. the person, who has used the mobile Number (who is actually in possession of the SIM card for the given Number) during the last 6 (six) months, has applied to Ucom in writing and asked to provide that Number to him/her, by entering into a relevant Subscription Agreement;
  - 12.1.7. in other cases stipulated by the RA laws and the Subscription Agreement.
- 12.2. The Subscription Agreement terminates in case of termination of the license of Ucom.
- 12.3. Ucom is entitled to unilateral termination of the Subscription Agreement with 5 (five) days' prior notice to You, if You fail to pay for the Services within the time limits stipulated by the Subscription Agreement.
- 12.4. You are entitled to unilateral termination of the Subscription Agreement with a prior written notice of at least 7 (seven) working days or other notice period acceptable to Ucom, by paying all Your debts to Ucom and returning the Device, You have received from Ucom, to Ucom based on a Delivery and Acceptance Certificate, unless otherwise agreed upon between You and Ucom in writing.
- 12.5. If You use the Number Portability Service, the Subscription Agreement between You and Ucom shall terminate at the time of porting for the Number, ported from the Ucom Network to other operator's network.
- 12.6. Number porting from the Ucom Network to other operator's network shall not release You from the obligation to pay the debt You owe Ucom for the Services used through that Number. In case You port Your Number from the Ucom Network to other operator's network, Your positive Account Balance, bonuses, automatically generated offers and other benefits will be nullified. In case You port Your Number back to the Ucom Network, You may subscribe to the Ucom Services on the general grounds stipulated by these Conditions for new subscribers.
- 12.7. Termination of the Subscription Agreement, for whatever reason, shall not release You from proper fulfilment of Your payment obligations, having arisen prior to and in connection with termination, including the obligation to pay Your debt, all applicable fines, penalties, termination fee, other amounts stipulated by the Subscription Agreement, as well as the costs borne by Ucom.
- 12.8. If within 6 (six) months following the signature of Subscription Agreement the Services, listed in the Subscription Agreement, are not provided (for whatever reason), the Subscription Agreement shall be deemed to be terminated.
- 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 to be changed with respect to non-provided Service(s). The Subscriber bear full responsibility for all negative consequences resulted from failure to document the change to the Subscription Agreement.



**12.10.** If You use such Services the payments for which are not visible in the Ucom Billing System at the given moment in time, such Services will be billed to You once they are visible in the Billing System, and You shall pay the bills immediately, regardless of termination of the Subscription Agreement.

**12.11.** To terminate the Subscription Agreement You shall visit Ucom Sales and Service Center and complete an application in the form established by Ucom, unless otherwise stipulated by Ucom. In order to retrieve the positive Account balance 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 subscription agreement for prepaid services), the Subscriber shall present an application in the form established by Ucom to Ucom Sales and Service Center within 1 (one) year. After 1 (one) year the Account shall be nullified. Should the Subscription Agreement be terminated in case of prepaid subscription, the upfront payment made by the Subscriber shall not be refunded.

### **13. Security**

**13.1.** Ucom is not 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 third party unauthorised interference and shall be liable for any damage to Ucom and/or third parties resulting from such viruses or unauthorised interference, as well as for payment of debts accrued as a result thereof.

**13.2.** Ucom is not 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.

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

**14.1.** Ucom shall ensure the secrecy of Your identification data, as well as any information regarding Your chosen Services, the place, purpose, destination, volume and other technical conditions thereof, save cases stipulated by law.

**14.2.** Upon conclusion of the Subscription Agreement You agree that Ucom process Your personal data. Personal data processing implies performance of certain actions with regard to personal data collection, coordination, entry, alteration, transfer, retention, correction, blocking, update, modification, use, dissemination, destruction, including depersonalisation and blocking, use of Subscriber’s personal data for sending bills to Subscriber, providing call itemizations based on the provided Services, as well as any other similar information.

**14.3.** Upon conclusion of the Subscription Agreement You allow Ucom to transfer Your personal data for processing purposes both inside and outside the territory of the RA without notice to You:

14.3.1. to third parties, who perform personal data processing, retention and provision of information with regard to fulfilment of the obligations by debtors;

14.3.2. to third parties, who are authorised by Ucom to demand or judicially collect debts accumulated by Subscribers for the Services provided to them;

14.3.3. to its suppliers and service providers for them to conduct surveys of provision of the Services or its activity;

14.3.4. to its agents, dealers, distributors, franchisees or other service providers, who sell Ucom products or Services or carry out other similar activity;

14.3.5. to third parties, who are authorised to collect credit history or carry out creditworthiness assessment;

14.3.6. to its shareholders, representative offices, affiliates, daughter and dependent companies, partners;

14.3.7. in order to ensure the security of Your personal data.



**14.4.** The personal data of the Subscriber can be provided to the RA state authorities without prior notice, as stipulated by the RA laws.

**14.5.** The Subscriber hereby accepts and agrees that in case of disclosure by Ucom of these Conditions or Subscriber’s personal data as stipulated by the RA laws, the Subscriber shall not have the right to demand compensation for the losses resulting from such disclosure.

**14.6.** As a part of marketing or commercial activity, as well as for debt recovery 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.

**14.7.** You hereby accept and agree that Ucom may provide the information regarding Your failure to fulfil Your obligations towards Ucom when using any Service provided, product sold and offer on Special conditions offered by Ucom, to credit bureaux, operating on the territory of the RA, without additional notice to You and in accordance with the RA laws, for them to use such information for the purpose stipulated by law.

**14.8.** In order to increase the quality of the Services, as well as for security purposes and for the purposes of the Subscription Agreement, Ucom shall have the right to record Your phone conversations with Ucom Call Center or Sales and Service Center agents. Upon conclusion of the Subscription Agreement You agree to such recording and accept that such recordings are deemed as evidence.

**14.9.** You have the right to demand changes to Your personal data registered with Ucom, by applying to Ucom Call Center (in cases stipulated by Ucom) or Sales and Service Centers and filing an application in the form established by Ucom and other required documents. Where necessary, Ucom shall have the right to require other grounds for such changes.

**14.10.** When subscribing to the Services and during the term of the Subscription Agreement You shall ensure the accuracy and reliability of the information provided to Ucom and be liable for such information. You shall duly notify Ucom of the changes to Your personal data registered with Ucom (address, bank details, company name, legal form, etc.) not later than within 5 (five) days upon entry into force of such changes. You are the one to bear all possible risks 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 under the Subscription Agreement, are deemed proper, if delivered in person or sent via electronic or other communication means to the dwelling/registration/legal or actual business addresses and/or e-mail addresses and/or phone numbers, indicated in the Subscription Agreement, unless otherwise stipulated 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 in an adversary proceeding and in a proceeding on issuing an order for payment) all notices between You and the court (courts of all instances), You and Ucom, as well as Ucom and the court (courts of all instances) 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) specified 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 specified herein (including, only by e-mail or via SMS sent to phone number) are deemed appropriate, and there is no need to request delivery (read) receipt for such notices. For the purposes of this paragraph, Ucom’s e-mail address and phone number are as follows: [dataran@ucom.am](mailto:dataran@ucom.am) and +37441001114 respectively.

## **16. Settlement of Disputes**

**16.1.** These Conditions and the Subscription Agreement are governed by and interpreted in accordance with the RA laws.



**16.2.** Any dispute arising between You and Ucom in connection with these Conditions or the Subscription Agreement shall be settled through negotiations, based on the application filed by You, and unless agreement is reached, any such dispute shall be taken to the courts of the RA.

## **17. Final Provisions**

**17.1.** These Conditions shall enter into force on the 1<sup>st</sup> of May, 2016.

**17.2.** The Tariff Packages/Plans, Offer Descriptions, Price lists (charges), Terms and Rules effective at the time of entry into force of these Conditions shall remain in force.

**17.3.** The Subscription Agreement shall be valid for an indefinite period, unless otherwise stipulated by a written agreement 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 will continue to be in force, unless terminated by You or Ucom under the terms and in cases stipulated by the Subscription Agreement or law.

**17.5.** The Subscription Agreement and the changes, additions thereto, the documents constituting an integral part of the Subscription Agreement or other documents and notifications relating thereto can be validated by putting signatures and/or seals on the hard copies thereof or otherwise as stipulated by Ucom.

**17.6.** Ucom has the right to announce promos and discounts, which during the announced period will be deemed 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, and/or through mass media, and/or other means accessible to You.

**17.7.** Ucom has the right to make changes and additions to the Subscription Agreement, including to these Conditions, which shall be published on Ucom website (and be also accessible by calling Ucom Call Center or visiting Ucom Sales and Service Centers) 15 (fifteen) days prior to their entry into force, except for the changes made to the list of channels included in the Service(s), as well as changes to or termination of the content of programs of channels broadcast (rebroadcast) by Ucom, which shall take effect 5 (five) days after their publication on Ucom website.

**17.8.** If the Subscriber does not agree to the changes proposed by Ucom in accordance with the point 17.7 of the Conditions, he/she will be entitled to unilateral termination of the Subscription Agreement, with a written notice to Ucom, before the date of entry into force of the changes stipulated by Ucom, unless the Subscriber has an ongoing commitment to Ucom. If the Subscriber fails to give such written notice to Ucom and continues to use the Services, the proposal of Ucom on changes will be deemed to be agreed with and accepted by the Subscriber.

**17.9.** Ucom can make the changes favourable to You without prior notice and only after notify You of such changes.

**17.10.** Considering the fact that pursuant to point 17.7 Ucom regularly makes changes or additions to the Subscription Agreement, including these Conditions, You hereby unconditionally agree that in case of any conflict between the Conditions published on the website of Ucom and its other versions, the Conditions published on the website of Ucom will be applicable, and it's Your responsibility to check conformity of any hard and/or soft copies of Conditions in Your possession to those published on the website of Ucom.

**17.11.** Ucom has the right, without Your approval, to transfer its rights under the Subscription Agreement in whole or in part or assign its obligations to a third party.

**17.12.** You do not have the right, without approval of Ucom, to transfer Your rights and obligations under the Subscription Agreement to a third party.

**17.13.** The Subscription Agreement is construed in accordance with the applicable laws of the RA.



**17.14.** The relations between Ucom and You that are not regulated under the Subscription Agreement are subject to regulation under the applicable laws of the RA.

**17.15.** If any of the provisions of the Subscription Agreement is deemed invalid or void, it shall not affect the remaining provisions, which continue to be in force.

**17.16.** The Subscription Agreement is made in Armenian, but it can also be translated and published in other languages. If there is a conflict between the Armenian and other language versions, the Armenian version shall prevail.

## **18. Transitional Provisions**

**18.1.** Taking into account the fact that Orange merged with Ucom as a result of reorganization of Orange and Ucom and terminated its activity on 31.03.2016 based on the certificate issued on 31.03.2016 by the RA State Registry and that Ucom is deemed the legal successor of Orange, “THE GENERAL TERMS AND CONDITIONS FOR PROVISION OF ELECTRONIC COMMUNICATION AND OTHER ADJACENT 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 Conditions.

**18.2.** These Conditions shall apply to all previous Subscription Agreements (subscriptions) between Ucom and Orange and the Services provided based thereon, save cases stipulated by the point 18.3 of these Conditions.

**18.3.** These Conditions shall not apply to the Subscribers, who have an ongoing commitment to Ucom and/or Orange at the time of entry into force of these Conditions. 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. At the end of the commitment period these Conditions shall apply to these Subscribers, and the conditions of the Subscription Agreements concluded with them will be deemed to have been changed in accordance with these Conditions.

## **19. Ucom Details**

### **“UCOM” Limited Liability Company**

Legal address: 19/4 Teryan str., Yerevan 0010, RA

Business address: “Yerevan Plaza” Business Center, 9 G. Lusavorich str., Yerevan 0015, RA

TIN: 00024873

Hayk Yesayan

General Director