

APPENDIX 1

PROCEDURE AND TERMS FOR PURCHASING GOODS AND SERVICES FROM UCOM ONLINE STORE

We are pleased to welcome you to the Online Store of UCOM CJSC (hereinafter referred to as “UCOM”) at <https://shop.ucom.am/en/>.

Please read carefully these Terms and, should you disagree with any of their provisions, refrain from purchasing Goods and Services through the Online Store and visit any of UCOM sales and service centers.

1. General provisions

1.1. These Procedure and Terms (hereinafter referred to as the “Terms”) establish the procedure and terms for the remote purchase of Goods and Services by customers (hereinafter referred to as the “Customer,” or “You/Your”) through the Online Store.

1.2. The Terms constitute an integral part of the subscription agreement concluded between UCOM and the Subscriber (hereinafter referred to as the “Subscription Agreement”¹). The Subscription Agreement shall apply to the Services offered through the Online Store and to the purchase of Goods provided for the purpose of ensuring the provision of such Services.

1.3. By accessing, browsing, using and/or ordering Goods and/or Services through the Online Store, You acknowledge that You have read and have become acquainted with these Terms, as well as with any other documents signed by You in connection with the purchase of Goods and Services, and accept them.

1.4. Each Party warrants to the other Party that it possesses all rights, legal capacity and authority necessary and sufficient to purchase Goods and Services through the Online Store.

1.5. The sale of Goods and/or Services through the Online Store, as well as the offers concerning Goods and Services specified in the Online Store, shall be valid exclusively within the territory of the Republic of Armenia.

¹ A Subscription Agreement is concluded in case of acquiring the services provided by UCOM.

1.6. UCOM may announce Special Offers, which shall be effective during the period and in accordance with the procedure and terms established by Ucom for such offers. Please note that the Special Offers available in the Online Store may differ from other offers available at UCOM sales and service centers.

2. Definitions

2.1. For the purposes of these Terms, the following definitions shall have the meanings set forth below unless otherwise follows from the context of the relevant provision:

- **UCOM** - a company providing public electronic communications, television and other media services in the Republic of Armenia on the basis of licenses and permits issued by the Public Services Regulatory Commission of the Republic of Armenia and the National Commission on Television and Radio.
- **Consumer/Customer** - an individual acting and operating outside the scope of his/her commercial, business, craft or professional activities.
- **Subscriber** - any person with whom a Subscription Agreement has been concluded.
- **Goods** - an object of civil rights, including property, work or service, intended for sale².
- **Service(s)** - public electronic communication and other related services provided by UCOM (hereinafter also referred to as "**UCOM Service(s)**" or "**Service(s)**"), which are listed in the Online Store menu as a "service."
- **Modem** - a device provided to You for using UCOM's broadband Internet access services.
- **Subscription Package** - a package provided to You for the use of Services and including the relevant SIM Card necessary for the provision of the respective Service, a guide and/or other necessary materials and information.
- **Online Store** - the virtual store at <https://shop.ucom.am/en/>, where any Customer may review the Goods and Services presented in the Online Store, their descriptions and prices, select a specific Good and/or Service and place an Order in accordance with the procedure established by these Special Terms. Ucom is the administrator and owner of the Online Store.
- **Order** - an application for the purchase of Goods and/or Services selected by

² Clause 2 of Part 1 of Article 3 of the Law of the Republic of Armenia "On Economic Competition and Protection of Consumer Interests."

the Customer from the list of Goods and Services available in the Online Store, which is submitted through the Online Store.

- **Special Offer** - a promotional offer intended exclusively for presentation in the Online Store concerning Goods and/or Services offered for sale and providing for discounts, gifts or other special sales conditions, as determined by UCOM at its sole discretion. UCOM shall have the right to unilaterally extend the validity period of a Special Offer without prior notification to the Customer.

3. Goods and Services

3.1. The Goods and Services offered in the Online Store shall be determined by UCOM at its sole discretion. UCOM shall have the right to unilaterally modify the list of Goods and Services offered in the Online Store without prior notification.

3.2. UCOM does not guarantee the availability at any given time of any Goods or Services included in the list. UCOM shall notify the Customer of the unavailability of a particular type of Good or Service (including a specific color, model or technical specifications). In such cases, the Customer's Order may be modified accordingly, or the Customer may, at his/her sole discretion, refuse the Order.

3.3. UCOM shall be entitled, at its sole discretion, to limit the quantity of Goods and Services ordered by You through the Online Store.

4. Information

4.1. The Goods may visually differ from their images/pictures displayed in the Online Store and other promotional and advertising materials. The information posted in the Online Store is based on descriptions provided by the manufacturers of the Goods, while pictures/images of the Goods are provided for illustrative purposes only.

4.2. UCOM reserves the right to make changes to the descriptions and/or visual images/pictures of the Goods without prior notification. UCOM shall not be liable for information concerning Goods posted in the Online Store where such information is based on information provided by the manufacturer or supplier.

4.3. Information concerning Goods and Services, including, without limitation, information regarding the price of Goods and Services, their description, terms of provision, delivery terms, deadlines and other relevant information, is contained in the Online Store and, where such information is not available in the Online Store, in price lists, tariff plans, descriptions of offers, guides/instructions provided by suppliers, warranty cards provided to the Customer and other documents. Such information and

documents are available on UCOM's official website, at UCOM sales and service centers or through other means defined by UCOM.

5. Prices

The prices specified in the Online Store are stated in Armenian drams and include VAT but exclude delivery charges. The delivery charge shall be paid by You. You may view the applicable delivery charge when placing Your Order. Depending on the delivery location, the delivery charge may vary.

UCOM shall have the right to unilaterally change the prices established in the Online Store for Goods and/or Services, including delivery charges, without prior notification to the Customer. Payments made by You shall be based on the prices and tariffs effective at the moment the Order is placed.

6. Order Placement Procedure

6.1. The Order shall be placed personally by the Customer in accordance with the instructions specified in the Online Store.

6.2. To place an Order, the Customer selects the Goods and Services of interest from the menu presented in the Online Store by clicking the "Add" button next to the relevant Good or Service and then clicking the "Order" button in the "My Cart" section.

6.3. Even if You have used the Online Store previously and are familiar with the Goods and Services, we nevertheless recommend that You review the Terms before making a purchase, as UCOM reserves the right to amend its offers and Terms, and previously published terms may have been modified.

6.4. You agree to independently monitor amendments to these Special Terms, and UCOM shall not be liable for notifying You of changes to the terms applicable to the Goods and Services, including changes to prices, delivery terms and other terms.

6.5. When placing an Order, depending on the type of Order, You are required to provide UCOM with the following personal information: first name, last name, gender, registered address, delivery address, telephone number, email address, ID details, as well as any other information required in the Online Store in connection with the Order.

6.6. Prior to confirmation of the Order, You will be asked once again to confirm that You have read and accepted the Terms by placing the relevant check mark in the required field.

6.7. You shall have the right to cancel the Order before the ordered Goods and Services are delivered to You, subject to reimbursing UCOM for any costs incurred by

UCOM in connection with the fulfillment and delivery of the Order, if any. In the event of abuse of the right provided for in this Clause (two or more times), UCOM shall have the right, at its sole discretion, not to accept any subsequent Order(s) submitted by You, to refuse to fulfill Orders already submitted, or to terminate the agreement concluded with You.

6.8. If You have any questions concerning the characteristics or quality features of the Goods and Services, You may contact UCOM to obtain clarification on any matters of interest to You.

6.9. If You have any outstanding debts in respect of Orders previously submitted by You, UCOM shall have the right to postpone fulfillment of a new Order until the outstanding debt has been repaid.

6.10. When ordering Goods and/or Services through the Online Store, the Order placement process shall be completed by clicking the “Confirm Order” button, by which You confirm the Order and accept these Terms in full and without reservation.

6.11. Following submission of the Order, UCOM shall confirm registration of the Order submitted by You by sending an appropriate email to the email address specified by You, indicating the name of the Goods and/or Services ordered by You, their price, the delivery charge, the total amount payable and other information relating to the Order or delivery.

6.12. In the event of an amendment to the Terms, the Goods or Services shall be provided under the terms published and effective in the Online Store at the time the Customer confirmed registration of the Order.

6.13. You shall have the right to make changes to an Order placed by You after receiving the Order confirmation email, but no later than the time when UCOM notifies the Customer by telephone or otherwise regarding delivery.

6.14. The amendment may be made by replying accordingly to the Order confirmation email received by You, by calling UCOM Customer Service Center and/or by confirming a relevant message sent by UCOM. Within the above-mentioned period, You may modify the Order placed by You only by reducing the quantity of Goods and/or Services ordered or by correcting personal information that was entered incorrectly by You.

6.15. In order to increase the quantity of Goods and/or Services included in the Order, You must place a new Order through the Online Store.

Please note that the Order registration confirmation email is generated by UCOM through an automated system. UCOM shall be entitled to amend an Order placed by You after You receive the confirmation email, but no later than the time when UCOM notifies the Customer by telephone or otherwise regarding delivery, if mathematical errors, technical errors and/or inaccuracies are identified in the Order after its confirmation.

6.16. The Order shall be deemed confirmed upon a telephone call by UCOM employee notifying You of the availability of the Good and confirmation of the Order.

7. Payment Procedure and Terms

7.1. Payment for Goods and Services may be made either in cash or non-cash. In case of purchasing goods on credit, the conclusion of the credit agreement and the legal relations arising in connection therewith fall outside the scope of regulation of this document.

7.2. Pursuant to the requirements of the Law of the Republic of Armenia “On Non-Cash Transactions,” You are hereby informed that transactions exceeding AMD 300,000 (three hundred thousand) must be paid for in non-cash, irrespective of the method of payment. In such circumstances, if You refuse to make the payment in non-cash, UCOM shall have the right to unilaterally cancel the Order.

7.3. Non-cash payment may also be made online.

7.4. Where cash payment has been selected as the method of payment, You shall make the payment directly to the delivery person after the ordered Good and Service have been delivered to You.

7.5. The list of payment cards, partner banks and payment systems is specified in the Online Store. Such list may be supplemented or amended by UCOM from time to time.

7.6. You acknowledge and agree that payment made by You when submitting the Order shall not constitute final confirmation of the Order. Final confirmation of the Order shall be made by UCOM in accordance with Clause 6.16 of these Terms.

8. Delivery Procedure and Terms

8.1. Delivery shall be carried out exclusively within the territory of the Republic of Armenia. Delivery of Goods shall be carried out by UCOM in accordance with the following procedure and within the following timeframes:

- in the city of Yerevan, Goods shall be delivered within a maximum of 3 business days following confirmation of the Order;
- in the regions, the Goods shall be delivered to UCOM’s sales and service center located closest to the area specified by the Customer, within a maximum of 5 business days.

8.2. UCOM shall use all reasonable efforts to complete delivery within the prescribed timeframe; however, Ucom shall not be liable for any delay in delivery caused by circumstances beyond its control.

8.3. Delivery hours are from **15:00 to 20:00**. UCOM carries out deliveries **on business**

days only.

8.4. Please note that, irrespective of the location of the delivery address, delivery may also be made to any of UCOM's sales and service centers selected by You.

To use this service, You must indicate, in the "Delivery address" field of the Order or during the telephone call, the address of UCOM's sales and service center preferred by You, to which the Order will be delivered.

8.5. Prior to delivery, You will be contacted at the telephone number specified by You in the Order to notify You of the delivery of the ordered Goods and to agree on the time and location of delivery, as well as the list of documents that must be presented to UCOM.

8.6. You are required to be available at the specified time and location and to have all necessary documents with You in order to receive the ordered Good and Service.

8.7. The ordered Good and Service shall be delivered only to You, except for Goods paid for in advance, which may be delivered to the person designated by You as the recipient, provided that such person confirms the necessary documents relating to receipt.

8.8. At the time the ordered Good and Service are delivered to You, You shall receive a set of documents which, in the case of Goods, includes an invoice, the Good's operating manual, a warranty card (if applicable), and, in the case of Services, the Subscription Agreement, including its appendices, agreements and other documents.

8.9. You are required to sign all copies of the documents presented to You at the time of delivery and send one copy, together with a copy of Your ID, to UCOM through the delivery person.

8.10. The obligations established under this Clause shall constitute an essential term of the agreement. If You and/or the person designated by You are not present at the specified time and location, or if You and/or such person fail to sign and/or provide the required documents, You shall be deemed to have refused to accept the ordered Goods and Services, and UCOM shall have the right to unilaterally terminate the agreement without delivering the order. In such case, all payments made by You when placing the Order shall be refunded, less any costs incurred by UCOM in connection with fulfillment and delivery of the Order, if any.

8.11. Prior to delivering the ordered Good and Service, the delivery person shall have the right to request that You and the person designated by You present an ID in order to avoid any possible confusion or fraud. If the identification document or the information contained therein presented at the time of delivery of the Good and Service does not correspond to the document or information specified when placing the Order, the Customer or the person designated by the Customer shall be deemed not to have been present at the time of delivery, and UCOM shall have the right to terminate the agreement without delivering the order. In such case, all payments

made by You when placing the Order shall be refunded, less any costs incurred by UCOM in connection with fulfillment and delivery of the Order, if any.

8.12. Upon receiving the ordered Good and Service, please check, in the presence of the delivery person, that the delivered Good and Service correspond to the Order submitted by You and verify the contents of the presented documents.

8.13. The risk of loss of or damage to the Goods shall pass over to the Customer upon actual delivery of the Good to the Customer or the person designated by the Customer and upon signing of the documents presented.

8.14. UCOM shall not be liable for failure to provide or delayed provision of the Good and/or Service resulting from Your provision of an incorrect or incomplete address or contact information, or Your absence from the delivery location at the specified time.

9. Confidentiality

9.1. You hereby agree and confirm that personal Your reespective information provided by You when placing an Order or otherwise in the Online Store, including, without limitation, Your first and last name, address, age, etc., may be used by UCOM in any manner and for any purposes not prohibited by law, in accordance with the Personal Data Processing Policy published on UCOM's official website (link: <https://www.ucom.am/en/personal-data-processing-policy>).

9.2. When placing an Order in the Online Store, You warrant and confirm that You are at least 18 years old and that the personal information entered by You is accurate and complete. You bear full responsibility for the truthfulness and accuracy of the information provided when placing the Order.

9.3. Placing Orders for Goods and Services in Your name by third parties (including minor children) and/or making non-cash payments for such Goods and Services by third parties shall be deemed to have been done by You. You shall bear sole responsibility for the disclosure of Your personal information to third parties and for the use of Your payment cards by third parties.

9.4. UCOM guarantees that it will use its best efforts to ensure the maximum security and safety of its Online Store and shall be responsible for maintaining the confidentiality and non-disclosure of information entered by the Customer when placing an Order in the Online Store, except where otherwise provided by law or where UCOM is required to disclose such information to the relevant competent authorities. Nevertheless, You acknowledge and agree that UCOM shall have the right to use the information provided by You for the performance of its contractual obligations, including ensuring proper delivery through the delivery person.

9.5. When using links to other websites available in the Online Store, UCOM does not guarantee the security or safety of such websites. You access such websites at Your

own risk.

9.6. When visiting the Online Store, we record the day, month, year and time of Your visit.

9.7. The flow of information between the website and users is protected by internationally recognized SSL/TLS encryption standards.

10. Final Provisions

10.1. UCOM trademark is registered in accordance with the procedure established by the legislation of the Republic of Armenia.

10.2. UCOM is the exclusive rights holder of the Online Store. The Customer may use the Online Store solely for personal purposes. The Customer shall not be entitled, in any manner, to use, reproduce, transmit, distribute and/or otherwise store the text, audiovisual images, diagrams, signs, web graphics, descriptions of Goods and Services or any other information, or any part thereof, available in the Online Store, and/or the UCOM brand or any part thereof, without the written consent of UCOM. Any unauthorized use of the content of the Online Store may be deemed a violation of UCOM's rights.

10.3. UCOM reserves the right to amend the provisions and terms of these Terms from time to time. Such amendments shall enter into force upon their publication by UCOM in the Online Store or within the timeframes specified by UCOM. By continuing to use the Online Store, You express Your consent to such amendments.

10.4. Your use of the Internet, including the content thereof, shall be carried out entirely at Your own risk and responsibility.

10.5. UCOM shall take reasonable measures to ensure the uninterrupted operation of the Online Store; nevertheless, UCOM shall not be liable for any direct or indirect damages arising from defects or malfunctions of the Online Store.

10.6. UCOM shall not be liable for delayed delivery or non-delivery of the Good and Service ordered by You where such delay or failure to deliver results from force majeure or circumstances beyond UCOM's control.

10.7. UCOM may, at any time and at its sole discretion, suspend or modify the Goods and Services offered through the Online Store.

10.8. If the Customer breaches the procedure for registering an Order and/or receiving and/or accepting the ordered Good and/or Service and/or making payment therefor, and/or fails to perform or improperly performs the terms of these Terms and/or the Subscription Agreement, and/or refuses to sign the agreement and related documents, and/or provides inaccurate information when placing the Order, UCOM shall have the right, at its sole discretion, not to accept further Order(s) submitted by the Customer and/or to refuse to fulfill Orders already submitted and/or to refuse to perform the

concluded agreement.

10.9. This document has been prepared in the English language. In the event of any discrepancy between the Armenian-language version and versions in other languages, the Armenian-language version shall prevail.