

General terms of non-standard (individual) mobile communication subscription agreement for legal entities

1. Subject of the Agreement

1.1 The Operator shall provide mobile communication services to the Subscriber as defined in the "Standard Terms of Service" (hereinafter referred to as the "Standard Terms") within the network coverage area (given on the Operator's website) on Subscriber numbers delivered to the Subscriber, and the Subscriber, on its part will pay the service fee and fulfill the obligations specified in the Agreement and other (individual) agreements between the parties (if any).

2. Network connection / Service Terms

2.1 The term of connection to the network is given in "Non-standard (individual) mobile communication service subscription agreement for legal entities" ("Subscription agreement") and in Specific terms of non-standard (individual) mobile communication subscription agreement for legal entities ("Specific terms").

2.2 The Agreement can be concluded on one Subscriber number, as well as on several ones together or individually. Accordingly, the terms of the Agreement shall apply individually to each Subscriber number, unless otherwise expressly provided by the Agreement.

2.3 Unless otherwise provided by the "Specific terms" or other agreement, the service is provided on a prepaid basis.

2.4 To receive the service, the Subscriber must use a Subscriber device (device / mobile phone / modem), which complies with the technical requirements/standards defined by the applicable legislation and published on the Operator's website, and a SIM card or E-Sim issued by the Operator.

2.5 The numbering resource shall be used for the purpose of which it was issued by the Operator e.g. Numbering - 7XX XXX XXX should only be used for M2M or IoT services.

3. Service Quality

3.1 The Operator shall have to eliminate the defect in accordance with the terms of the Agreement and to restore the normal operation of the network within the period established by legislation (if any) or no later than 12 hours after its registering in accordance with the established rule.

3.2. Subject to the terms provided for in the Agreement, including the exceptions provided for in the "Standard Terms", if the duration of interruption or deterioration of service exceeds the time specified in paragraph 3.1 of this Agreement, the Operator's liability in the event of proven fault shall be limited and defined as follows:

A - In the case of basic services, by 1 percent of the service fee of actually received service during one hour of the last reporting period for each overdue hour;

B - in case of additional services, by proportional reduction of the fee for such not received service.

Note: The compensation provided for in this paragraph must be requested by the Subscriber and in case of its satisfaction it will be accrued to the Subscriber in the form of a limit/pre-paid activated on the Subscriber account.

3.3 The time of Service interruption or deterioration shall be calculated as from the period of the moment of the notification of the Operator by the Subscriber up to the time of its elimination in accordance with the Agreement.

3.4 The Subscriber is entitled to receive any information related to the service through the hotline.

3.5. The compensation condition specified in paragraph 3.2 of the agreement will be valid only in case of a written request of the Subscriber and if such a request is submitted to the Operator within 15 calendar days after the end of the current reporting period. By agreement of the parties, the Operator is obliged to keep the information on the interruption or deterioration of the service at least during the subsequent reporting period.

4. Service Restriction/Termination/Restoration

4.1 The Operator is entitled to wholly or partially (on a specific or all Subscriber numbers) restrict the provision of services to the Subscriber:

4.1.1. Unilaterally (outgoing call, SMS and all types of paid services) in case of balance/units expiration or in case of presence of arrears (including arrears of the donor Operator or other third party on the ported number);

4.1.2. Two-way (incoming and outgoing calls, SMS, etc.) and after the last purchase of the service (transfer of money to the Subscriber account) or the last paid transaction (purchase of the service package is considered as a paid purchase and not using the units provided by the package) or after the lapse of 60 days after unilateral restriction

4.1.3 in full or in part in case of breach of the „ Fair Use Policy“;

4.1.4 In case of arrears for any other services provided to the Subscriber by the Operator, unless the Subscriber has purchased the Services in advance;

4.1.5 in case of breach of the Agreement terms;

4.1.6. In case of cancellation or modification of a specific service/additional service or if for objective reasons in a specific area the Operator will no longer be able to provide the service.

4.2 Restriction of service automatically leads to restriction of additional service, unless otherwise provided by the terms of such additional service.

4.3 It will be possible to make calls to the Operator's hotline and emergency service numbers during the basic service restriction period.

4.4. Prior to the restriction of the service due to the expiration of the balance/units, arrears or planned preventive works, within the full availability and possibilities of technical and software-hardware functionality, the Operator shall inform the Subscriber about the expected restriction of the service. In other cases (e.g. force majeure) the Operator will take reasonable steps to inform the Subscriber.

4.5 Any notification sent by the Operator will be considered received if the fact of sending is confirmed, regardless of whether the content of such message will be physically received/read/listened by the Subscriber.

4.6 The Service will be resumed within 24 hours after full repayment of the arrears (if any) and the elimination of other restriction in case of the existence of a positive balance on the Subscriber account.

4.7. In case of expiration of the balance/units or in case of expiration of the package or reaching the monetary limit for the service, if the service is not restricted, the Subscriber is obliged to pay in full the fee for the service actually provided by the Operator.

4.8. Unless otherwise specified in the specific agreement, the monetary obligation must be fulfilled by the Subscriber no later than 5 days after the Operator's request, otherwise the Operator will be entitled to impose a fine of 20 percent of the unpaid amount and the Subscriber will be required to pay the amount requested by the Operator in full(including the fine).

5. Tariffs

5.1. Standard Service tariffs are given on the Operator's website and in the "Subscriber agreement".

5.2 Tariffs/terms from other tariff plans, additional services, service packages, international calls and other Bali accounts are available on the Operator's website. The Subscriber is entitled to activate/purchase the tariff/package offered by the Operator at its discretion, in the form/conditions defined by the Operator.

5.3 Use of international access code or terms of connection to so-called special numbers are established by the persons owning such number/code.

5.4 Tariffs are given, including taxes provided for by the legislation of Georgia, unless otherwise specified in the terms of the specific service tariff.

5.5 The service fee for 112 will be charged in accordance with the Decree N660 of the Government of Georgia dated on December 30, 2019.

5.6. The maximum duration of a single continuous call is 30 minutes. Latency in internet service: <400 milliseconds.

5.7. Unless otherwise specified in the "Specific terms", payment shall be made by depositing money in the Subscriber account or purchasing a service package directly.

5.8. The amount can be credited to the account through the portal or Operator website or other means offered by the Operator. When using the third party service to depositing money to the account, the service fee and conditions are established by the company providing such service and it is beyond the scope of the Operator's responsibility.

5.9. The Operator is entitled to deduct from the Subscriber's any service account the fee for any service rendered by the Operator or the amount receivable from any other legal relationship.

6. Change of service and contractual terms

6.1. Terms or tariffs of the Service/Agreement may be changed in whole or in part at any time at the initiative of the Operator, unilaterally upon notification of the Subscriber at least 30 days in advance.

6.2. If as a result of the changes the service fee is increased or there are other cases provided by legislation, the Operator shall inform the Subscriber by individual notification, indicating the means of receiving updated information. In all other cases, the Operator is entitled not to comply with the deadline provided for in paragraph 6.1.

6.3. Subscriber is entitled to change the service package or terminate the type of service that are subject to the changes or terminate the Agreement before the new terms or tariffs enter into force. If the Subscriber continues to receive the Service under the changed terms, it is deemed that the Subscriber fully agrees to the changes.

6.4. The Subscriber is entitled to activate/purchase the desired tariff plan/additional service offered by the Operator. The Operator provides the opportunity to get acquainted with and activate the tariff plan/or terms of the promotion selected by

the Subscriber in various forms (IVR, SMS, USSD, etc.) Information on tariff changes, terms of participation in the promotion/tariff plan is periodically published on the Operator's website.

6.5. The expression of the Subscriber's willingness can be confirmed by SMS, USSD portal, application, relevant confirmation sent from contact data and any other form. Activation by the Subscriber of the service/additional service/service package means that the Subscriber has read its terms in detail and agrees to them unconditionally.

6.6. In the circumstances that, in accordance with this Article, the terms of the Agreement may be changed unilaterally by the Operator, an updated version of the text of the Agreement shall be published on the Operator's website, indicating the dates of the changes, and this version will have precedence between the parties over the pre-existing agreement.

7. Termination of the Agreement

7.1 The Agreement may be terminated in whole or in part (for a specific or all Subscriber numbers) at any time:

7.1.1 by mutual agreement of the parties;

7.1.2 at the request of the Subscriber;

7.1.3 automatically, in case of non-elimination of the grounds for two-way restriction of service within 120 days;

7.1.4 by the Operator, in case of non-depositing of the amount to the Subscriber account or non-purchase of the service package by the Subscriber within 150 days after the execution of the Agreement;

7.1.5 At the initiative of the Operator unilaterally, in case of violation of the "Fair Use Policy" within the context of this or any other agreement concluded with the Operator.

7.1.6 At the initiative of either party, if the other party breaches the terms of the Agreement and defaulting party does not eliminate the breach or repeatedly breaches the specific obligation despite the warning;

7.1.7 by the Operator, in case of cancellation or modification of a specific service type/technology by the Operator or if for objective reasons in a specific area, the Operator will no longer be able to provide the service;

7.1.8 by the Operator, if the blocked number is not unblocked at the request of the Subscriber under the terms specified by the Operator;

7.1.9 in case of decease/liquidation of either of the parties;

7.1.10 when porting a Subscriber number;

7.1.11 In other cases stipulated by the Agreement;

7.2. The Subscriber has the right to carry out porting in the network of another company. The porting request implies a termination request of this Agreement with respect to particular Subscriber number and in the event of successful porting, the Agreement will be deemed to have been terminated with respect to the ported Subscriber number.

7.3 The Subscriber has the right to request a refund of the existing and unspent amount on the Subscriber account at the moment of termination of the Agreement (within 3 years after its termination). The amount will be refunded to the Subscriber within 30 days after the request, excluding the arrears (including due to other contractual relations with the Operator) and service costs.

7.4. Upon termination of the Agreement, any units on the Subscriber account, gift, discount, point, etc. are canceled ...

7.5. Upon termination of the Agreement, the Operator is entitled to cancel the Subscriber number and issue it to another Subscriber.

8. Service equipment

8.1. The Subscriber may be, on temporary use basis given the Service equipment needed to provide the Service (e.g. modem, microcell). Notification about the list of temporarily used equipment will be sent to the Subscriber after installation by an e-mail, the parties may also sign the relevant document. If the Subscriber has a complaint about the quantity or type or material condition of the equipment indicated in the notification, he/she is obliged to inform the Operator in a proper form within 3 days after receiving such notification. In other cases, it is considered that the Subscriber agrees with the validity, correctness of the information provided by the Operator in the notification and has no claim on the material condition of the Service equipment given to him.

8.2. The Subscriber shall have to take care of the equipment transferred to him/her for temporary use by the Operator and keep it as his/her own. In case of damage to the service equipment, the Subscriber is obliged to reimburse the Operator for the amount of compensation for the damaged service equipment in the amount specified in the relevant notification or acceptance act. In addition, all service equipment that has a material defect (including external defects, cracks and other signs of impact or improper care) will be considered as damaged.

8.3. Subscriber is prohibited from disrupting the integrity of the service equipment or modifying it in any way, changing the software and other unauthorized actions (actions that will not be allowed by the Operator in advance and in the relevant form).

8.4. In case of malfunction of the service equipment, the Operator shall ensure the replacement of such equipment free of charge during the warranty period and in accordance with the rules established by the warranty conditions. In other cases,

the Operator is entitled to charge the customer a fee for replacement or repair of equipment. Unless otherwise provided for by the additional agreement, the warranty period of the service equipment is 1 month.

8.5. In case of equipment damage, the Subscriber is obliged to reimburse the Operator for the cost of the damaged equipment. The Subscriber is obliged to pay the mentioned amount within 10 days from the relevant request. Furthermore, all equipment that has material defects (including external defects, cracks and other signs of impact or improper care) will be considered damaged.

8.6. In case of termination of use of the service for any reason, the Subscriber is obliged to return the equipment transferred to the Operator for temporary use within 10 days after termination (subject to normal depreciation/tear and wear). Otherwise, the Subscriber is obliged to pay the equipment fee within 10 calendar days from the relevant request of the Operator. If the cost of the specific service equipment is not stipulated in the notification or other document, the Subscriber will be obliged to pay the Operator the market value of the service equipment.

8.7. The Operator is authorized to dismantle the service equipment itself, in which case the Subscriber is obliged to allow the Operator (his representatives) to dismantle the service equipment at the service provision area upon request of the Operator.

9. Liability

9.1. The Operator shall indemnify the Subscriber for any damage that may be sustained by the Subscriber as a result of non-fulfillment or improper fulfillment of the contractual obligations by the Operator and which is caused by the proven fault of the Operator, only by willful misconduct or gross negligence.

9.2. The Subscriber shall indemnify the Operator for the damage that may be sustained by the Operator as a result of non-fulfillment or improper fulfillment of the contractual obligations by the Subscriber.

9.3. Except as expressly stipulated in the Agreement, to the maximum extent permitted by applicable law, neither party shall be liable to the other for indirect damages, including the interruption of production or business activity, the loss of data, loss of profit or anticipated savings or other indirect loss, or their consequences.

10. Rules for complaint submittal / dispute resolution

10.1. The Subscriber is entitled to file a complaint (orally or in writing) to the Operator by hotline or e-mail or address. The complaint form and the rules for its examination are available on the Operator's website. The Subscriber's complaint will be examined within the timeframe as established by legislation.

10.2. The Subscriber is entitled to file a complaint with the Public Defender of Consumers' Service (on issues within its competence) of the Georgian National Communications Commission.

10.3. Either party has the right to apply to the court to resolve the dispute (Tbilisi City Court Civil cases Panel is the court to examine the dispute). At the same time, the parties agree that if the dispute concerns the non-payment of the service fee by the Subscriber, the decision made by the court of first instance will be immediately enforced on the basis of Article 268, Part 1¹ of the Civil Procedure Code of Georgia.

10.4. If the parties agree in the "Specific terms" to alternative means or conditions other than paragraph 10.3 of the dispute resolution, the terms agreed in the "specific terms" will apply.