

## **PUBLIC TERMS AND CONDITIONS**

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

#### **SECTION 1**

##### **SUBJECT.**

- 1.1 These **PUBLIC TERMS AND CONDITIONS** define the general terms and conditions for the provision of public electronic communication and other services by the Open Joint-Stock Company "TELECOM ARMENIA" to individuals and legal entities and are a public offer for the conclusion of a service agreement. The Public Terms and Conditions (hereinafter referred to as the "Terms and Conditions") consist of Sections, Clauses, sub-clauses, Final Provisions, and Transitional Provisions.
- 1.2 The Terms and Conditions are considered to be fully and unconditionally accepted by the Subscriber/Customer:
  - from the moment of submission by the subscriber of an application for subscription to Services (application/request) in person, through the website, My Team Application, or based on a power of attorney certified by a notary or bodies equivalent to a notary, a representative of the Subscriber to the Sales and Service Center or to a person/official authorized by the Operator to sell the Services;
  - in the case of submitting an application through the Operator's website or the My Team Application, from the moment of completion of the actions aimed at subscribing (downloading the application, registering on the website, paying the appropriate amount, etc.); or
  - in the case of providing electric vehicle charging services, from the moment the Customer or Subscriber downloads the Team Energy Application and performs actions aimed at using this service.
- 1.3 The Customer/Subscriber may accept these Terms and Conditions also in electronic form. The subscription procedure is available electronically on the Operator's website. More details: <https://www.telecomarmenia.am/ru/esim>
- 1.4 Without prejudice to other provisions, these Terms and Conditions simultaneously constitute the Operator's proposal to approve previously published Terms and Conditions on the same subject in a new wording from April 12, 2021. In the case of non-receipt of a written objection to the Terms and Conditions or a request to terminate an earlier concluded agreement before the specified date, these

Terms and Conditions will be considered fully accepted by the Subscriber if the Subscriber continues to use the Services after the specified date.

## **SECTION 2**

### **DEFINITIONS.**

**2.1 Operator** - Open Joint-Stock Company "TELECOM ARMENIA," acting under the trademark "TEAM TELECOM ARMENIA," providing public electronic communication services, television, and other services in the Republic of Armenia based on licenses and permits issued by the RA Public Services Regulatory Commission and the Commission on Television and Radio.

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

**2.3 Public Electronic Communication Services and Other Services** - services provided by the Operator, which include, but are not limited to, the list specified in Clause 3.1 of these Terms and Conditions.

**2.4 Operator's Network or Network** - an electronic communication network operated by the Operator, i.e. a transmission system and, where appropriate, switching or routing equipment and other resources that allow transmitting information/signals via fiber-optic and/or other type of cable (hereinafter referred to as the "Fixed Network"), radio waves or other electromagnetic means, including a satellite network (hereinafter referred to as the "Mobile Network").

**2.5 Network Coverage** - a geographical location/territory where (within which) it is technically possible to use Services provided over the Fixed Network (Fixed Network coverage) and/or over the Mobile Network (Mobile Network coverage) of the Operator. Detailed information about the Network coverage, the services provided within it, and the technologies used is available on the Operator's website via the link <https://www.telecomarmenia.am/ru/coverage-areas>.

**2.6 Personal Account** - the subscriber's personal page/space on the Operator's website, through which the Subscriber can manage communication services without visiting the sales and service office. It is possible to enable or disable services, change the tariff package, connect to online communication, etc.

More details: <https://www.telecomarmenia.am/ru/mobile-services/private-cabinet/120>

**2.7 My Team Application** - the area through which the Customer/Subscriber can perform actions established and authorized by the Operator, changes related to the subscription, as well as find out the information and changes related to the provision of Services.

More details: <https://www.telecomarmenia.am/ru/my-team-armenia-terms-conditions>

**2.8 Sales and Service Center(s)** - a specialized sales and service center(s) for Services and Equipment offered by the Operator to serve Customers/Subscribers.

**2.9 Online Store** - an area on the Operator's website where the Customer/Subscriber can find a list of numbers and equipment available for online sale, obtain full information about the technical specifications of such equipment, as well as purchase numbers or equipment available for sale online for cash or in installments.

More details: <https://www.telecomarmenia.am/eshop/ru>

**2.10 Contact Center** - a specialized division of the Operator where, by a call and/or the appropriate identification through a written request, the Subscriber can obtain information about the Services provided to him/her, accrued payments, additional services, as well as about the reasons for the restriction/suspension (termination) of Services, if necessary, activating/deactivating Services, and receiving technical support.

**2.11 A Framework Agreement (Master Agreement)** - concluded with any individual or legal entity when such individual or legal entity expresses a desire to use the services provided by TEAM TELECOM ARMENIA CJSC, including TELECOM ARMENIA OJSC.

**2.12 Master Agreement** - an agreement concluded by TELECOM ARMENIA OJSC with the Customer, to which new Application Requests for the provision of other services may be submitted.

**2.13 Subscription Agreement** - a set of documents established by Clause 4.4 of these Terms and Conditions, based on which services are provided to the Subscriber within the framework of the Master Agreement.

**2.14 Application Request** - a sample document for subscribing to Services provided by the Operator, by which the Customer/Subscriber selects the list of Services and/or the Tariff Package(s), on the terms of which he/she wishes to receive the Service(s).

**2.15 Subscriber** - any person with whom the Subscription Agreement has been concluded.

**2.16 Customer** - any person who has contacted the Operator to obtain information about the services provided, subscribe to the services, or purchase commercially available devices or equipment.

**2.17 Corporate Subscriber** - commercial and non-commercial organizations or individual entrepreneurs with whom a Subscription Agreement has been concluded.

**2.18 Party (Parties)** - Operator and/or Subscriber.

2.19 **Premises** - an apartment/apartment building, mansion, business office, or premises serving this purpose, where the Subscriber wishes to receive the Service(s) provided over the Operator's Fixed Network, including tariff packages with Internet and other services.

2.20 **Billing System** - an automated system, through which the type, volume, and cost of Services provided to the Subscriber are accounted for, invoices are generated, Subscriber debts are calculated, payments are received, and summary results (statement) are presented.

2.21 **Invoice** - a register of analytical accounting in the Billing System, which is used to account for the volume of Services provided to the Subscriber during the Billing Period and the payments charged for them and which is issued to the Subscriber for payment.

2.22 **Billing Period** - a calendar month, during which the services were provided to the Subscribers of the postpaid system. For Subscribers of the prepaid system, other periods are set.

2.23 **Billing Day** - a certain day of the month following the billing period when the amount accrued and payable by the Subscriber for Services provided to the Subscriber of the postpaid system within the billing period is summed up, based on which the invoice is generated (this happens one day in a month).

2.24 **AN (Account Number) Digits Combination** - used to identify the Subscriber in the Billing System, which is simultaneously considered the number of the subscription agreement.

2.25 **Password** - a combination of characters, signs, and/or numbers determined by the Subscriber for using certain types of Services, as well as for logging into the Personal Account, which is used to identify the Subscriber.

2.26 **Tariff Package(s)** - a public offer of the Operator that sets tariffs, conditions, features, and other information for the use of one or more types of services, including in Packages.

2.27 **Service Package(s)** - a set of Services of fixed and mobile networks, including various (including television) Services, and calculated under one name and cost (tariff).

2.28 **Mobile Communication Package** - a package with the inclusion of minutes, Internet MBs, short messages, and other services with a certain validity period, which can be used without the need to change the current Tariff Package.

2.29 **Telephone Number** - a number allocated to the Subscriber from the number resources provided to the Operator from the numbering plan of the Republic of Armenia, and in the case of using mobile telephone services and/or Number Portability, also to such another operator providing electronic communication services for the purpose of rendering Services, by which it is also possible to identify the Subscriber.

**2.30 Number Portability Service** - enables the mobile Subscriber to change the mobile operator, retaining the mobile network number allocated to him/her by the original operator.

**2.31 Traffic** - the aggregation of electronic information units, which includes voice and short messages (SMS), signals, and other data transmitted through electronic communication networks.

**2.32 Illegal Traffic** - illegal routing or termination of voice and/or any other traffic and short messages (any type of SMS) to the operator's network or using the operator's network in the network of other operators, bypassing paths and interface points with the networks of the operator and/or other operators, regardless of the technologies and protocols used.

**2.33 Device** - a device or devices with accessories and cable(s) provided by the Operator to the Subscriber with the right to use (through a certificate of delivery and acceptance) to provide Services over a Fixed Network.

**2.34 Equipment** - technical means (tablet, modem, cell phone, etc.) and devices compatible with the Operator's mobile network and SIM card, through which the Subscriber can use the Services provided over the Mobile Communication Network.

**2.35 SIM Card** is a Subscriber identification tool that, together with the Subscriber's Equipment, provides access to the Operator's Mobile Network and communication services.

**2.36 Personal Data** - the Subscriber's first name, last name, year, month, and date of birth, as well as other data of the identity document that allow or may allow directly or indirectly identifying the Subscriber's identity.

**2.37 Identity Document** - an identity document (ID) in accordance with the list approved by the Decision of the Government of the Republic of Armenia, a copy of which is attached to the Customer/Subscriber's Application Request and which is an integral part of the Master Agreement.

**2.38 Maintenance Work** - work on re-equipment, restoration, repair, renovation, expansion, replacement, maintenance, strengthening, or restructuring of the Operator's Network, as well as the elimination of accidents, flaws, and malfunctions, or other similar work.

**2.39 Team Energy Application** - a software application designed to operate on smartphones, tablets, and other mobile devices, developed for IOS, Android, and other systems, and that provides the ability to use electric vehicle charging stations to charge electric vehicle batteries.

More details: <https://www.telecomarmenia.am/ru/team-applications/6/>

**2.40 Electric Vehicle Charging Service** - charging of electric vehicle batteries at the Operator's charging stations, controlled via the Team Energy software application. The volume of the Service is estimated in kWh. The electric vehicle charging service is not considered to be the supply, sale, or resale of electricity.

**2.41 Electric Vehicle Charging Station (EVCS)** - an electric vehicle charging station where electric vehicle charging services are provided to customers. The list of EVCS is specified in the Team Energy application.

**2.42 Charging** - charging the battery of an electric vehicle, which lasts from the moment the battery of the electric vehicle starts charging until the battery stops charging.

**2.43 Charging Session** - the period of Service provision, during which the battery of an electric vehicle is charged.

## **SECTION 3**

### **SERVICES PROVIDED**

3.1 Within the framework of these Terms and Conditions, the Operator or, in the case of certain services, together with a third party selected by the Operator, shall provide the following Services:

- **Fixed-line communication services.**
  - ❖ Broadband Internet access services
  - ❖ Video-on-demand service (VOD)
- **Mobile communication services, including:**
  - ❖ Video call services
  - ❖ Data transmission services
  - ❖ Short message service (SMS)
- **IP TV (OTT, video on demand) (TV services)**
- **Value-added services (VAS)**
- **Free phone services**
- **VPN, iCloud, Hosting, and other services provided to corporate subscribers**
- **Internet provision/activation service, WIFI**
- **Service of providing additional devices and installing additional cables**
- **Payment service for services provided by the Operator through applications**
- **Provision of electric vehicle charging services**
- **Telecommunications and other services.**

## SECTION 4

### SUBSCRIPTION, SUBSCRIPTION AGREEMENT

4.1 For the initial subscription to the Services, based on an Application Request submitted by the Customer in person or electronically, including through the Operator's website, the My Team application, a Master (Framework) Agreement shall be concluded, to which a scan of the Subscriber's identity document (ID) shall be attached and shall be considered an integral part thereof, an appendix.

4.2 In the Application Request, the Subscriber shall select a list of Services and/or Tariff Packages, on the terms of which he/she wishes to receive Services.

4.3 In order to conclude a Subscription Agreement, other documents required by the Operator, which confirm the identity of an individual (IDs), registration/residence address, in the case of fixed network services - the address(s) of its(their) provision, in the case of a legal entity - data of state registration or tax accounting, an identity document of the director, and if necessary also of an authorized person, a power of attorney, etc. (hereinafter referred to as the "Required Documents") shall be attached to the Application Request.

4.4 The Master Agreement, the Application Requests attached thereto for subscription to new services together with these Terms and Conditions, concluded agreements, special offers for the provision of individual Services, tariffs, description, terms and tariffs of Service/Tariff Packages published on the Operator's website, in the My Team and Team Energy applications, as well as the procedures for using each Service, the Personal Data Processing Policy are a **subscription agreement**.

4.5 In the case of discrepancies and contradictions between the specified documents, they shall be applied in the following priority: Master Agreement, Application Request, Identity Document, agreements, Special Terms and Conditions, these Terms and Conditions, Service/Tariff Packages, and Tariffs.

4.6 Upon conclusion of the Master Agreement, the Operator shall be entitled to make requests to the State Population Register in order to upload the subscriber's personal data into the system automatically and subsequently make clarifications thereto.

4.7 In the case of errors in the Subscriber's personal data in the Agreement, the Operator shall be entitled to make corrections in accordance with the Identity Document, which is an integral part of the Master Agreement.

4.8 The Subscriber's personal data shall be used for the purposes established by the RA Law "On Personal Data Protection" and Notification of Personal Data Processing/Personal Data Protection Policy designed by the Operator and being an integral part of these Terms and Conditions.

4.9 The types, descriptions, features of the provision, and tariffs of the Services offered by the Operator, as well as all information related to the Services, shall be established by the Operator and shall be available on the Operator's website, in the Sales and Service Center, as well as through the Personal Account and My Team application.

4.10 According to the specifics of the Service provided, the Operator shall be entitled to establish other conditions for the person or groups of persons who submitted an Application Request for the use of this Service, which will be fixed by the Offer Description and/or the Application Request.

4.11 The forms and contents of the Application Requests for the conclusion/termination of the agreement for the use of the services provided, amendments and additions thereto, as well as the provision of other additional services, shall be established by the Operator and shall be available in the Sales and Service Centers and/or on the website. In the case of non-compliance by the Subscriber with the Application Request forms, the Operator shall be entitled to avoid accepting them and/or moving them forward.

4.12 In some cases, the Subscription Agreement may be concluded for a certain period of time with the obligation to remain the Subscriber to the Operator. After the expiration of this period, the Subscription Agreement shall be considered concluded for an indefinite period unless the term is terminated by the Subscriber or the Operator within the procedure established by the Subscription Agreement, these Terms and Conditions, or the law.

4.13 Within the framework of the legislation of the Republic of Armenia, the Operator shall be entitled to refuse to conclude the Subscription Agreement and/or provide access to Services or a part thereof if at least one of the following grounds exists:

4.13.1 The Customer/Subscriber has unfulfilled obligations to the Operator and/or, in the case of non-fulfillment of payments within the established deadlines, unilaterally refused to fulfill the Subscription Agreement, considering it terminated.

4.13.2 The premises are located beyond the Network coverage or within the Network coverage but the technical capabilities for providing Services are unavailable/exhausted (for example, the number of cables on these premises/building or the required infrastructure for laying cables at this address, i.e. inspection wells, supports, etc., is unavailable) or there are no necessary



permits/consents to perform work aimed at providing Services, i.e. the authorized body does not allow the installation of cables in the building.

4.13.3 The required Services are already provided by the Operator on the Premises under another Subscription Agreement.

4.13.4 The Subscriber has unfulfilled obligations to the Operator, i.e. he has not paid for the services previously provided to him/her.

4.13.5 The Subscriber, having previously used the Services offered by the Operator (including incentive deal), violated the terms of the Subscription Agreement, failed to make payments, or committed forgery or abuse.

4.13.6 The required documents are not submitted in the form specified by the Operator, i.e. Application Request form and/or other necessary information.

4.13.7 There are forgeries or erroneous data in the documents or information provided by the Subscriber.

4.13.8 If there are solvency verification procedures, the person who applied to subscribe to the Service is assessed as an unreliable debtor or does not meet the solvency requirements established by the Operator for this Service and other similar requirements.

4.13.9 The premises where Fixed Network Services shall be provided to an individual, according to the Operator's assessment, are or serve as the actual place of business of any legal entity and/or individual entrepreneur and/or as the premises used by an individual for profit or other economic activities.

4.13.10 The Owner and/or co-owner of the Premises contacted the Operator to terminate the provision of Services on the Premises.

4.13.11 In some cases, if, for example, the applicant does not have a permanent place of residence in the Republic of Armenia, is not registered in the territory of the Republic of Armenia, is not a citizen of the Republic of Armenia, or does not have the appropriate status of residence in the Republic of Armenia, and/or in other cases envisaged by the Operator, the Operator may refuse to conclude a Subscription Agreement or may put forward additional requirements or conditions, including to require a means of securing the fulfillment of obligations (deposit).

4.14 Before concluding the Subscription Agreement, providing access to Services or parts thereof, selling Equipment, or setting or changing the monetary limit, the Operator shall be entitled to verify the

Subscriber's solvency in any way not prohibited by law and from any source, including requiring the Subscriber to submit additional documents substantiating the information provided, making appropriate requests, and/or requiring additional means of security.

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

4.16 By contacting the customer service center via a call or other means of communication and passing the Subscriber identification stage, the Subscriber can make such changes to the Subscription Agreement as are considered acceptable by the Operator.

4.17 In some cases (on the terms specified in this clause), the Operator can make offers available to the Subscriber by phone, and if the Subscriber wishes to use them, the Parties shall not conclude any written document on amending the Subscription Agreement, and the confirmation (proof) that the amendments to the Subscription Agreement have been made and are acceptable for the Subscriber shall be the first payment made by the Subscriber.

4.18 In the case of termination or invalidity of the document granting the Subscriber's representative the authority to perform actions on behalf of the Subscriber, the Subscriber shall immediately inform the Operator thereabout. Prior to notifying/failing to notify the Operator of such a change, the actions of the Operator aimed at fulfilling the requirements of the subscriber's representative and the resulting obligations shall be considered legitimate and committed on behalf of the subscriber.

4.19 In the case of transferring a Number to another Operator's Network or concluding a new subscription agreement, receiving breakdowns, as well as a number of other transactions established by the Operator, the subscriber's representative shall submit the original power of attorney with a notarized certificate or equivalent to a notarized power of attorney granting such authority.

## **SECTION 5**

### **PROCEDURE AND TERMS OF SERVICE PROVISION**

5.1 The Services, by their type, shall be provided by the Operator's Fixed and/or Mobile Communication Networks, each of which has its own Rules and features of provision.

5.2 Services on Fixed and/or Mobile Communication Networks of the Operator shall be provided by the Prepaid and Postpaid Systems.

5.3 In cases envisaged by the Operator, the Services may be provided by third parties selected by the Operator or jointly. The Operator can make services provided by third parties available to the Subscriber by acting in relations with such third parties as an agent of the Subscriber, who acts on his/her behalf but at the expense and instruction of the Subscriber.

5.4 The Subscriber can receive information about the types and tariffs of Services, Description of the Offer, Tariff Packages, debts, and collected amounts at the Sales and Service Center, from the Call Center, Personal Account, and through the My Team application.

5.5 The type of subscription, Service Package, Tariff Package, and/or Services shall be selected by the Subscriber in accordance with his/her requirements.

5.6 When concluding the Subscription Agreement, the Operator shall activate by default those additional Services, for which additional payments are not required (unless otherwise specified by the Operator).

5.7 Some Services provided by the Operator may be activated by the Subscriber through the voice menu, the My Team application, the Subscriber's equipment settings, or in another way, as well as by visiting the Operator's Sales and Service Center or in other possible ways.

5.8 Before activating Services requiring additional payment, the Subscriber shall check the capabilities and limitations of his/her equipment for using the Service being ordered to understand whether he/she is able to use the activated Service with this equipment. Possible risks in this case shall be borne by the Subscriber.

5.9 Certain Services may be provided to the Subscriber only if the Subscriber's terminal equipment meets the technical capabilities necessary to use such Services.

5.10 By submitting an Application Request and Required Documents in person within the procedure established by the Operator, concluding an agreement, and in cases established by the Operator also by other means of communication, the Subscriber shall be entitled to change the type of subscription, Tariff Package or list of additional services to be activated in the same Tariff Package. The Operator shall be entitled to set an additional fee for each such change.

5.11 In cases of Service/Tariff Package changes, bonuses available on the Subscriber's Account, automatically generated deals and services, as well as other benefits, shall not be subject to refund or transfer to a new Account, Number, and/or Service unless otherwise specified by the Operator.

5.12 The Subscriber's personal data shall be used in cases of changing the type of subscription to the Service/Tariff Packages, Services (their types), and activation of additional Services, as well as provision

of information by the Operator to the Subscriber, making payments for Services, and in other cases established by the Operator.

5.13 The switch from one service offer, which implies an obligation to remain the Subscriber of the Operator for a certain period, to another one (without paying a fine or compensation envisaged by the Subscription Agreement/agreement) shall be possible only after the expiration of the established period, and if before the expiration thereof, only at the exclusive discretion of the Operator, otherwise such a switch will be considered a violation of the obligation assumed by the Subscriber, and the Operator will be entitled to demand the difference in the established costs, fines, or compensation.

5.14 By becoming a party to the Subscription Agreement, the Subscriber shall give his/her consent to receive through the Operator's Network (and otherwise) advertising, commercial, and/or other messages, materials, and/or information sent by other organizations.

5.15 For services provided to state, executive, and local self-government bodies, the Conditions corresponding to the RA Law "On Procurement" shall be established.

## **SECTION 6**

### **PROVISION OF SERVICES**

6.1 The Operator shall provide Services in accordance with the legislation of the Republic of Armenia, licenses and permits granted to it, the Subscription Agreement, these Terms and Conditions, internal procedures, and policies of the Operator.

6.2 In cases specified by the Operator, the Services may be provided jointly by the Operator and third parties selected by it.

6.3 By submitting an Application and concluding a Subscription Agreement in order to receive jointly provided services, the Subscriber shall unconditionally accept the terms and conditions of service provision by a third party selected by the Operator for the purpose of joint provision of services.

6.4 Television services may be provided jointly by the Operator and another entity rendering Audiovisual Media Services. The Terms and Conditions of Service are available via the link <https://www.telecomarmenia.am/hy/team-applications/3/> on the company's website.

6.5 Electric vehicle charging services may be provided jointly by the Operator and/or another entity. The Terms and Conditions of Service are available in the Team Energy Application and via the link <https://www.telecomarmenia.am/hy/team-applications/6/> on the company's website.

6.6 In order to provide Mobile Communication Services, the Operator shall provide the Subscriber with a SIM card and a Number. The owner of the SIM card (with the exception of the information thereon, which is the property of the Subscriber) shall be the Operator.

6.7 The Number shall be provided within the procedure established by the Operator, and the Subscriber shall not be entitled to demand a certain Number if other conditions are established for the provision thereof within this Procedure.

6.8 For the selection/provision of a certain preferred beautiful number, the Operator may set an additional fee or additional obligations.

6.9 The Operator shall notify the applicant of the absence/exhaustion of the technical possibility of providing the service of a fixed-line telephone installation even after the conclusion of the agreement, within the prescribed period, and indicate the reasons for the refusal.

6.10 After the conclusion of the Subscription Agreement for the provision of Services over a fixed network, the Operator's specialists shall install and configure the infrastructure (Device) in the Subscriber's Territory within the prescribed time and connect to the Operator's Fixed Network.

6.11 If, after concluding the Subscription Agreement for the provision of fixed network services, it turns out that the technical conditions are unavailable or it is impossible to contact the Subscriber within the prescribed period, the Operator shall be entitled to terminate the Subscription Agreement by notifying the applicant with the indication of justification, and if the Subscriber no longer wishes to use the specified service, the Subscription Agreement shall be terminated without notice.

6.12 If the Subscriber has such a certified device, through which, in the opinion of the Operator, it will be possible to use the Services properly and safely for the Network, then, at the request of the Subscriber, the Operator may provide Services rendered over the Fixed Network using such device(s).

6.13 The Subscriber shall hereby agree that the Services are provided in accordance with and within the limits of the available technical capabilities and bandwidth of the Operator's Network, Network Coverage, capabilities, and features of the equipment used.

6.14 Information about the technical capabilities of the Operator's Network and television services is available to the Subscriber on the Operator's website and in Sales and Service Centers.

6.15 The Subscriber's use of Mobile Communication Services within the Network Coverage shall not be limited to a specific territory unless otherwise established by the Operator or follows from the essence of the Services.

6.16 The Operator, being a duly authorized person by the Subscriber in accordance with Clause 6.17 of these Terms and Conditions, shall be entitled on behalf of the Subscriber, without the consent of other owners, to lay cables, telephone lines, install junction boxes, equipment, and other communications in an apartment or divided building to the Subscriber's building (apartment or non-residential premises) (including in cases where the will fully or partially pass through or over the common shared property, or use the same), if such actions do not weaken the bearing capacity of the building, do not interfere with the normal functioning of utilities, mechanical, and other equipment of the building and they won't result in violating the rights of owners or occupants of buildings and the use of shared ownership.

6.17 The Subscriber shall hereby instruct the Operator, during the entire term of the Subscription Agreement, on his/her behalf, in compliance with the standards and rules established by law, to carry out the actions specified in Clause 6.16 of the Terms and Conditions and all other actions necessary for their implementation, including, but not limited to, to submit notifications, letters, and statements to the building management bodies.

6.18 The Subscriber shall agree and accept that the Operator takes all reasonable measures to ensure the proper and continuous provision of Services and the Subscriber's access to the Operator's Network and Services, however, the Operator's obligation to ensure the proper and continuous provision of Services shall be the obligation to make maximum efforts and no more.

6.19 The Subscriber shall agree and accept that the possibility of using the Services and/or access thereto or the quality of the Services depends on such circumstances and factors listed below that may cause interruptions in the Service provided, deterioration in quality, fluctuations in Internet connection speed, or other failures that are beyond the control of the Operator. Such circumstances and factors include:

6.19.1 unfavorable operating environment (high humidity, extremely high or extremely low temperature not intended for normal operation of the equipment, etc.),

6.19.2 the quality, capabilities, and features of the Subscriber's equipment, technical malfunction, or incorrect settings (operating systems incompatible with the Service provided, viruses, etc.),

6.19.3 the quality, features, and capabilities of networks and equipment of other operators, including international ones, limitations in their network, accidents, malfunctions, their operating mode, network or station accidents, or malfunctions,

6.19.4 for Services provided over the mobile communication network and television services, weather conditions and atmospheric phenomena, the influence of factors limiting the availability of radio waves, the distance between the station and the Operator's equipment and the Subscriber's equipment (telephone, modem and other equipment used to operate the Services), electromagnetic interference of radio frequencies, local terrain features, the propagation of radio waves and the presence of other sources of disturbance, interference, circumstances that create obstacles to the normal functioning of radio equipment, location (off-coverage area, underground premises, proximity to buildings, tunnels, basements, and other underground premises), and time of use of Services (the busiest hours of the Operator's Network, the number of simultaneous users/persons using services in the said location),

6.19.5 force majeure circumstances (floods, earthquakes, war, government decisions, power outages, epidemics, etc.), and

6.19.6 other similar circumstances.

6.20 The Operator shall restore the Service(s) provided to the Subscriber within 48 hours after the cause of the interruption is eliminated.

6.21 Before subscribing to and using the Services, it is important to know that the Operator shall not guarantee:

6.21.1 exchange of information with such nodes or servers that are temporarily or permanently unavailable via the Internet network,

6.21.2 absence of interruptions, errors, reduction of speed and quality, fluctuations, and other failures and violations during the provision of Services, as well as continuity of Service availability,

6.21.3 establishing accessibility to the Operator's Network with the maximum possible previously declared theoretical or average speed,

6.21.4 in order to ensure the smooth operation, safety, and quality of the Operator's Network Service, the uniform distribution of the Operator's Network capabilities, reduce congestion at any particular base station of the Mobile Network, as well as to ensure the availability of Services, the Operator shall at its discretion determine the necessary technical means, and the Operator shall at its discretion be entitled to take appropriate measures, apply restrictions to the volume and/or speed of Services and set priorities.

6.22 Based on the consideration not to cause inconvenience to the Subscriber, in the case the limit of the Subscriber's negative balance in the postpaid system is exhausted, the Operator may not interrupt the current session of the service provided (call, GPRS roaming), the amount for which is subject to collection.

## **SECTION 7**

### **USE OF SERVICES**

7.1 The equipment used by the Subscriber shall be certified, compatible with the Network, Services, and SIM card of the Operator, and comply with the requirements of the legislation of the Republic of Armenia.

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

7.2.1 refrain from using the Service in any way that may affect the safe and uninterrupted operation of the Operator's and/or other operators' electronic communication networks or equipment,

7.2.2 refrain from offering/providing the Services being rendered to third parties for a fee or free of charge, including actions aimed at distributing unlimited Internet volumes included in the tariff package and providing access to the Internet to third parties,

7.2.3 refrain from performing actions for the purpose of obtaining unauthorized access and using such access,

7.2.4 refrain from using the Services for the purpose of providing electronic communication services, sending mass messages of an advertising, informational, or other nature, conducting voting, quizzes, polls, contests, research, auctions, lotteries, campaigns, propaganda of terrorism, distribution of pornographic content, and committing similar actions aimed at making profit, spreading ideas, or advertising without prior written consent of the Operator,

7.2.5 when using the Services, refrain from violating the rights and interests of the Operator, other Subscribers, and third parties, the provisions and requirements of the legislation of the Republic of Armenia, these Terms and Conditions, other procedures, and rules established by the Operator,

7.2.6 refrain from using the Services to transmit outgoing Traffic, including from the networks of other operators, as well as for purposes contrary to these Terms and Conditions, the interests of the state, generally accepted standards of morality, and rules of public order,

7.2.7 refrain from carrying out actions aimed at disrupting the normal operation of the Operator's Network or aimed at changing the settings of the Network or the Operator's equipment or software,



7.2.8 refrain from using Mobile Communication Services to provide/receive fixed-line services and vice versa, with the help of various technical solutions (regardless of the technology used),

7.2.9 refrain from transmitting information over the Operator's Network or performing actions that may create an unreasonably high load on the Operator's Network or equipment,

7.2.10 follow the rules for using any technical or information resource,

7.2.11 refrain from forging his/her own IP addresses, as well as IP addresses used for data transmission in other network protocols and the Internet,

7.2.12 comply with the rules of information security and beware of fraud, and

7.2.13 refrain from illegal forwarding or terminating voice traffic or short messages to the operator's network or using the operator's network in the network of other operators.

### **7.3 The Subscriber shall be entitled to:**

7.3.1 contact the Operator's Sales and Service Center(s) and receive information on outgoing calls of fixed-line telephone services and incoming (if possible) and outgoing calls of mobile telephone services, outgoing short messages (information on incoming short messages is not provided) for the previous 12 (twelve) months at the time of appeal in the form of invoices or in any other way acceptable to the Operator, if these calls and short messages were charged and caused the Subscriber to pay for the service. The operator can set a longer period for providing a breakdown,

7.3.2 in the Operator's Sales and Service Centers, in terms of Fixed Network services, receive a free breakdown of completed international, long-distance, and outgoing calls in the public mobile cellular network in one counterpart for each billing period. In other cases, the Operator shall be entitled to charge a fee for providing the Subscriber with an account statement and breakdown, and

7.3.3 use the Number portability service.

7.3.3.1 Transferring a Number from the Operator's Network to another network shall not release the Subscriber from fulfilling financial obligations to the Operator regarding the transferred Number,

7.3.3.2 In the case of the transfer of a Number from the Operator's Network to another network, the positive balance on the Subscriber's number account shall not be transferred to the Subscriber's account in the network of the Receiving Operator. If there is a

Subscriber's application, the positive balance in the Postpaid system shall be returned by a non-cash method. Available bonuses and other benefits shall be reset to zero. In the case of repeated transfer (return) of the Subscriber's Number to the Operator's Network, subscription to the Operator's Services shall be carried out on the general basis established by these Terms and Conditions for new subscribers.

7.4 The Operator shall not provide information about the contents of short messages sent and received by the Subscriber, Internet resources, and electronic addresses of visited sites.

7.5 If the Subscriber has contacted the Operator with a statement of disagreement with the bills/penalties, then he/she gives his/her consent to the Operator to study and process the content of the Internet resources used by him/her, information about the electronic addresses of the sites visited within the limits of its capabilities.

7.6 In the case of sending virus software and/or spam from the Subscriber's terminal equipment, it will be considered that the damage was caused as a result of the Subscriber's action or inaction.

## **SECTION 8**

### **USE AND STORAGE OF SIM CARDS, DEVICES, AND EQUIPMENT**

8.1 The delivery and acceptance of Devices and/or Equipment between the Operator and the Subscriber shall be carried out by an appropriate certificate (hereinafter referred to as the Certificate of Delivery and Acceptance), which shall be an integral part of the Subscription Agreement.

8.2 Except as envisaged by Clause 6.12 of these Terms and Conditions, the Devices provided by the Operator, together with any equipment added (modified, repaired) by the Operator, including cables, shall be considered the property of the Operator, and the Subscriber cannot modify the same or transfer (provide) the same to a third party for a fee or free of charge unless otherwise agreed upon in writing between the Operator and the Subscriber.

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

8.4 Installation, configuration, and movement of the Device and/or Equipment shall be carried out by the Subscriber, and in some cases, by the Operator unless otherwise specified by the Operator. Some instructions for configuring the modem are posted on the Operator's website.

## **8.5 The Subscriber shall:**

8.5.1 refrain from using the equipment, device, and SIM card provided by the Operator in conjunction with incompatible other equipment or in any other way that may damage the networks or electronic communication equipment of the Operator and/or other operators, or affect the functioning thereof,

8.5.2 within three months from the date of conclusion of the Agreement, activate the number of the prepaid cellular communication system allocated to him/her, use the same for outgoing or incoming (voice or non-voice) services, send/receive information, and make prepayment (replenishment of the account) and other applicable payments within the deadlines envisaged in the tariff package,

8.5.3 treat the Device(s) and/or Equipment with care, keep it (them) in proper and sound condition,

8.5.4 use the Device and/or Equipment only for those purposes and in the place where they were installed and configured by the Operator's specialists and refrain from moving them without the Operator's consent,

8.5.5 refrain from repairing the Device and/or Equipment without the written consent of the Operator,

8.5.6 in the case of loss, theft, or damage to the Device and/or Equipment by the Subscriber or a third party, notify the Operator no later than 3 (three) days (by submitting the documents required by the Operator) in order to block the number, terminate the provision of services, and, in the case of Operator's request, pay its (their) cost,

8.5.7 upon receipt of a request for the return of the Equipment provided by the Operator, refrain from using the Devices and return the same to the Operator,

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

8.5.9 in the case of loss or theft of the SIM card or Device and/or Equipment, immediately notify the Operator to suspend the Services.

8.6 In the case of termination of the Subscription Agreement (regardless of the reasons therefor) or termination of the provision of certain Services, return the Device(s) and/or Equipment to the Operator in sound condition or create an opportunity for the Operator's specialists to dismantle the same.

8.7 In the case of non-return of the Device(s) specified in Clause 8.6 of these Terms and Conditions, pay the cost of the Device and/or Equipment set by the Operator (the amount of compensation).

8.8 The Operator shall as soon as possible and free of charge replace the Device provided to the Subscriber with a new one during the warranty period if it is recognized by the Operator as having a manufacturing defect. In other cases, the Operator may charge the Subscriber an additional fee for replacing the SIM card.

8.9 The Equipment (cell phone) necessary for the use of Mobile Communication Services shall be purchased by the Subscriber at his/her own expense and discretion, and the Subscriber shall be responsible for its configuration and proper operation.

8.10 The Operator may offer the equipment on terms of use, by the right, or on other grounds. In the case of certain Services, the Operator may also offer Equipment on special terms, including with the obligation to remain the Subscriber to the Operator for a certain period or with another obligation established by the Operator.

8.11 If the Device and/or Equipment is provided to the Subscriber with the right to use, the Subscriber shall not be entitled to assign, sell, lease, or otherwise transfer the same to another person or make any changes thereto, as well as in the case of damage, loss, or theft of the Device and/or Equipment, within the established procedure and deadlines, the Subscriber shall pay the cost thereof to the Operator.

8.12 The Operator shall be the sole owner of the SIM card provided to the Subscriber, with the exception of the information thereon, which shall be the Subscriber's property.

8.13 From the moment the SIM card is transferred to the Subscriber, the risks of damage, loss, theft, or unauthorized use shall be borne by the Subscriber.

8.14 The Subscriber shall not be entitled to assign, sell, lease, or otherwise transfer to a third party, damage, or destroy the SIM card.

8.15 Any attempt to duplicate the identification technical data recorded on the SIM card is prohibited, and the Subscriber shall be responsible for this within the procedure established by the legislation of the Republic of Armenia.

8.16 Due to the need for technical re-equipment, the Operator shall be entitled to change the fixed network number and/or the mistakenly provided cellular network number by notifying the Subscriber in advance.

8.17 The Operator shall be entitled to provide the cellular and fixed-line numbers to another person from the moment of termination of the Agreement on the Subscriber's initiative, and in the case of termination

of the Agreement on another grounds, within the deadlines established by the legislation of the Republic of Armenia.

## **SECTION 9**

### **TARIFFS, CHARGES**

9.1 The Operator shall set and shall be entitled to unilaterally change tariffs for Services, Service/Tariff Packages in accordance with Clause 18.5 of these Terms and Conditions. Tariff changes for some regulated services shall be carried out in accordance with decisions taken by the RA Public Services Regulatory Commission.

9.2 For calculating and charging the amounts collected for Services rendered and the volume of Services rendered, data registered and presented in the Operator's Billing System or the systems of other operators and service providers (for example, the provision of roaming Services) shall be used as a basis.

9.3 Charging for telephone services shall be carried out in the amount of a monthly/daily fee (pro rata in the case of an incomplete month) in accordance with the Service/Tariff Package or description of the Offer and/or based on the duration of the phone call, the number of requests made by the Subscriber, the number of activated and/or used Services, the number and/or volume of information received, transmitted, sent, processed, and/or stored according to the billing unit, as well as other criteria established by the legislation of the Republic of Armenia and/or an Operator.

9.4 The Operator shall be entitled to charge the Subscriber with payments (fines) for the restoration of time-limited Services or suspended Services, the re-installation or replacement of dismantled cables and Devices and/or Equipment, or the replacement of the SIM card.

9.5 The duration of the call shall be calculated starting from the response signal of the called party until the caller or the called person disconnects/receives a signal to disconnect/or disconnect the equipment of the Subscriber or the called party unless otherwise specified by the Operator for some Services.

9.6 The call shall be considered accepted and the calculation of the duration thereof and the relevant charges shall also be carried out in cases of a response/signal from the following devices:

9.6.1 data transmission equipment (for example, modem, fax machine, and other equipment operating in automatic information reception mode) or other Subscriber's equipment that provides or simulates the possibility of data transmission in the absence of the called person,

9.6.2 Subscriber's equipment, answering machine, voice mail, or other procedure established by the Subscription Agreement.

9.7 Taking into account the technical features of the Network, the Operator shall be entitled to set the maximum duration of one continuous or activated but unused communication session, i.e. a phone call, video call, Internet session, etc.

9.8 If the Subscriber uses such a Service (roaming service, international outgoing services, etc.), the calculated fee for which is not available in the Operator's Billing System at the specified time (due to technical or several other features), then the invoice for this Service shall be submitted to the Subscriber from the moment of its availability (calculation) in the Billing System, and the Subscriber shall pay the same (even if the Subscription Agreement has already been terminated).

9.9 In the case of loss, theft, or damage for any other reason (not as a result of the Operator's actions) of the Device and/or Equipment provided under the Subscription Agreement, the provision of a new Device shall be possible after the Subscriber reimburses the Operator for the Device.

9.10 In the case of loss, theft, or damage for any other reason (not as a result of the Operator's actions) of the Device and/or Equipment provided under the Subscription Agreement, the provision of a new Device shall be possible after the Subscriber reimburses the Operator for the Device but no later than 10 (ten) days from the date of such a request by the Operator.

9.11 The Operator shall be entitled to:

9.11.1 demand payment for the elimination of malfunctions and deficiencies (including replaced cables and equipment) that impede the proper provision of Services, if they arise due to the actions and/or inaction of the Subscriber,

9.11.2 charge for the provision of additional services,

9.11.3 require the Subscriber to pay a connection fee to perform cable installation work in the Subscriber's Territory in order to connect to the Operator's Network (for example, the number of cables (materials) used by the Operator's specialists and the amount of work performed exceed the standards established by the Operator for such work) if it is previously agreed upon with the Subscriber.

9.12 The Operator, within the limits of its authority, may establish and publish other procedures and conditions for calculating and charging the cost of Services rendered.

## **SECTION 10**

### **PAYMENT PROCEDURE AND TERMS**

10.1. Unless otherwise specified by the Operator, payments for Services shall be typically set and calculated on a monthly basis.

10.2 Depending on the type of subscription, services shall be provided by the prepaid and postpaid systems.

10.3 The Subscriber can make payments and top-up the account in cash by a bank transfer, through terminals, bank payment cards, online, mobile applications, and/or other methods acceptable to the Operator.

10.4 In the case of a prepaid system, payment shall be made by reducing the funds available on the Subscriber's Balance. The Subscriber shall be entitled to use the Services within the limits of his/her Balance and the deadlines set by the Operator.

10.5 Payments of corporate subscribers shall be made only by non-cash (transfer) method.

10.6 An invoice (Account Statement) generated and submitted in accordance with the data registered in the Operator's billing systems shall be considered proof of the Services provided and the volume thereof.

10.7 In cases of postpaid system services, the invoice for each month shall be prepared and submitted to the Subscriber within 10 (ten) days from the Billing Day unless otherwise specified by the Operator.

10.8 At the Subscriber's choice, the invoice can be sent by e-mail or by means of a (paid) postal delivery service, based on an application. The Operator shall be entitled to charge the Subscriber for postal items, as well as for providing a duplicate of the Subscriber's invoice.

10.9 The Subscriber of the postpaid system shall make payment for the Services rendered no later than the time specified in the invoice unless otherwise specified in the description of the Service/Tariff Package or the Operator.

10.10 Payment shall be considered completed from the moment the amount is credited to the Operator's Billing System.

10.11 In the case of partial or complete non-payment, delayed payment for any Telecommunication Service provided, or other unfulfilled financial obligations to the Operator, the Operator shall be entitled to reduce/recover the amount of debt from the funds deposited by the Subscriber or a bank guarantee and/or the amount of prepayment and/or foreclose on the collateral, if any.

10.12 The amount of the Subscription Fee may be a fixed (permanent) amount or may depend on the number of activated and provided Services, telephone lines, or numbers within the framework of the Master Agreement.

10.13 The subscription (monthly) fee shall be subject to calculation and collection from the moment of activation of the Service and until the complete suspension thereof, regardless of the circumstances of using the service unless otherwise specified by the Operator.

10.14 In the case of termination of the postpaid system agreement, if the Service/Tariff Package selected by the Subscriber has been activated, then the final calculation and collection of the subscription fee will be made in accordance with the number of days of the Subscriber's Service/Tariff Package.

10.15 The Subscriber shall pay the subscription fee also in the case when for some reason, he/she did not use the Service (unless the Subscription Agreement was terminated within the established procedure).

10.16 The Subscriber shall hereby accept and agree that the Operator shall be entitled, within the procedure established by it, without any notification, to reset the Subscriber's Balance in the case of its non-use by the Subscriber within the prescribed period.

10.17 The Operator shall be entitled, at its discretion, to set a monetary limit (the maximum negative Balance) for the use of the Services and other restrictions on the use, within which the Subscriber may use the Services.

10.18 The Operator may change the approaches to setting the Limit.

10.19 If the Subscriber reaches the monetary limit set by the Operator, the Operator shall be entitled to limit or suspend the provision of Services.

10.20 Based on the Subscriber's application, the Operator may set a service limit, the amount of which may be exceeded based on Clause 6.22 of these Terms and Conditions.

10.21 During failures and maintenance in the Billing System, Prepaid Subscribers may overspend their actual Balance. In such cases, when checking the Account, the latest Balance updates may not be available to Subscribers, which is not a reason for non-payment of the amount calculated for the Services used.

10.22 If the Subscriber already has an overdue debt for at least one (1) month, then in order to reactivate and use the provided Service, he/she shall pay the debt and the monthly fee of the current month in full (if it is set).



10.23 In the case of activation of paid Services in the postpaid system, the collection is made according to the same rules as in this system or from an advance payment made by the Subscriber unless otherwise specified by the Operator.

10.24 **If several Agreements have been concluded within the framework of the Master Agreement** or several accounts or numbers have been provided under one Agreement, the Operator shall be entitled, without prior notification to the Subscriber, to set off or send received and unused funds for one Subscription Agreement, Account, or Number to repay the debt incurred under another Subscription Agreement, Account, or Number of the Subscriber. The Subscriber's Account shall retain the amount that remains after full repayment of debts.

10.25 In any case, the Subscriber shall personally clarify the debt of the billing period and shall be responsible for the timely payment thereof, regardless of the payment method, the fact of receipt of the invoice, or the availability of any objection regarding the submitted invoice (in this case, the undisputed part shall be payable). Failure to receive or late receipt of an invoice cannot serve as a reason for non-payment.

10.26 The Subscriber may challenge or object to the invoice submitted by the Operator before the final payment deadline set for such invoice, otherwise the (calculated) debt in the submitted invoice (calculated payment) shall be considered unconditionally accepted by the Subscriber.

10.27 Non-payment of an invoice shall not be considered an objection thereto.

10.28 The Subscriber's objections regarding the invoice may be submitted in writing by e-mail, by telephone call to the Contact Center, or by visiting the Sales and Service Center.

10.29 In the case of non-fulfillment of payments within the prescribed period, the Operator shall be entitled to charge a penalty for each day of delay in the amount of 0.1 (zero point one) percent of the amount to be paid, within the framework of the legislation of the Republic of Armenia unless otherwise established by the Operator.

10.30 When making a payment, the Subscriber shall specify exactly the phone number and/or account number, and/or agreement number, for which it is made.

10.31 Any person making payments in place of the Subscriber (in terms of making payments) shall be considered duly authorized by the Subscriber and acting on his/her behalf.

10.32 The Subscriber shall hereby give his/her unconditional consent to the Operator to make corrections to erroneous payments, including the transfer of an erroneous payment from the Subscriber's Account to the correct addressee.

10.33 Any payment made by the Subscriber to an erroneous account (within the network) can be corrected by the Operator if it is reasonably possible. The Operator shall not be responsible for the damage incurred by the Subscriber.

10.34 The mistakenly transferred amount shall be refunded to the Subscriber's account in the case when the person to whose Account the amount was mistakenly transferred did not use it or there is a sufficient amount on his/her relevant Balance.

10.35 In the case of making payment (including an erroneously transferred amount) to the account of the Subscriber of the postpaid system from abroad, in the case of termination of the Subscription Agreement, or in other cases, the Operator shall be entitled not to refund to the Subscriber or the person who transferred the amount the entire amount available on the Subscriber's account or the sum of the entire payments received from abroad if the Operator finds in this transfer an action prohibited by law.

#### **10.36 Corporate Subscribers:**

10.36.1 Services to Corporate Subscribers may be provided on terms different from these Terms and Conditions and on a postpaid system only. Corporate Subscribers shall pay for the Services provided no later than the deadline specified in the invoice and in non-cash form only.

10.36.2 In the case of violation by the Corporate Subscriber of the terms of payment of bills, the Operator shall be entitled to terminate the provision of services to all telephone numbers of the Corporate Subscriber.

10.36.3 The Corporate Subscriber shall be responsible to the Operator for its employees in the case when these employees use the Services within the framework of the Subscriber's corporate Tariff Package unless otherwise specified by the Operator.

10.36.4 A User of the Corporate Subscriber shall not bear separate responsibility for the payment of mobile communication services provided to the Corporate Subscriber.

10.36.5 Payment obligations shall apply to the User only in cases when the limit provided by the Corporate Subscriber has been exceeded and the User shall pay bills for services used in excess of the established limit with his/her personal funds.

10.37 The Subscriber shall hereby accept and agree that in the case of non-use of the Balance within the established validity period, the Operator shall be entitled to reset the Subscriber's balance within the procedure established by it without any notification.

10.38 The Subscriber shall hereby be notified that in the case of non-payment of the Operator's bills within the established time frame, in order to recover them in court, the Operator shall acquire the right at the same time, at its discretion, to charge a fine according to the formula below, which the Subscriber shall pay at the Operator's first request:

$$III = O_{\Gamma} \times B_{III} + O_{\Gamma} \times B_{III} \times K_{\kappa}$$

Where:

III is the percentage penalty rate calculated in accordance with this clause;

O<sub>Г</sub> is the main (primary) amount of the Subscriber's debt;

B<sub>III</sub> is the base interest rate of the fine envisaged by this clause, which is 21%;

K<sub>κ</sub> is a correction factor, which is the quotient of the sum of all other fines accrued to the Subscriber (dividend), in addition to the one envisaged by this clause and the main (primary) amount of the Subscriber's debt (divider).

## **SECTION 11**

### **SUSPENSION, RESTRICTION**

11.1 The Operator shall be entitled to restrict or suspend the Service(s) provided or the speed of the Internet service if the Subscriber:

11.1.1 uses non-certified equipment,

11.1.2 connected to the public electronic communication network such equipment that is incompatible or affects the operation of the public electronic communication network or the ability of others to use public electronic communication services,

11.1.3 uses the Services improperly, illegally, or for wrong purposes,

11.1.4 allowed a violation of any condition of the Subscription Agreement,

11.1.5 failed to make timely and/or complete payment or replenishment of the Account for the Services provided, including applicable fines, penalties, and other amounts established by the Subscription Agreement,

11.1.6 failed to make payments or replenish the account for three or more months to the allocated number of the mobile prepaid system or did not use the number for outgoing or incoming (voice or non-voice) receiving/sending services, short message services,

11.1.7 when subscribing to the Services, submitted incorrect or incomplete information or documents, or otherwise failed to satisfy the terms of the subscription,

11.1.8 after receiving a warning from the Operator about refraining from the actions specified in Clause 7.2.2 of these Terms and Conditions, committed some of these actions again,

11.1.9 suspicious traffic is generated on the provided phone number (the facts of an attempt to spread virus software or spam, or reasonable suspicions thereabout, etc.), the number is used to direct illegal traffic using the operator's network or traffic termination to the operator's network, or in any way an attempt is made to generate revenue by using the Operator's technical capabilities without consent of the latter, or

11.1.10 the Operator carries out maintenance, repair, and/or modernization of the Network,

11.1.11 In the cases envisaged by Clauses 11.1.1, 11.1.2, 11.1.3, 11.1.6, 11.1.8, and 11.1.9 of these Terms and Conditions, the Operator shall be entitled to restrict or suspend the Service(s) provided without prior notice to the Subscriber.

11.2 In the case of restriction or suspension of the Service, the Operator shall be entitled to:

11.2.1 deactivate the Service (incoming, outgoing calls) partially or completely and limit the speed of Internet access,

11.2.2 dismantle its cables and Devices/Equipment,

11.2.3 demand payment for certain restricted or suspended Services that the Subscriber does not wish to suspend, including for maintaining the volume of ultra-high-speed Internet allocated to the Subscriber according to the Description of the Offer and the Tariff Package.

11.3 In some cases, the procedure and terms of suspension or restriction may be determined by the Description and terms of the Service/Tariff Package or Offer.

11.4 After the grounds for restriction, suspension, or expiration have been eliminated, the Service shall be reactivated without prior notice.

11.5 The Restriction or Suspension may be lifted if the Subscriber pays all debts, fines, and other amounts established by the Subscription Agreement to the Operator, as well as all expenses incurred by the Operator in connection with the collection of the said payments unless otherwise specified by the Operator.

11.6 The restriction of the Service shall not release the Subscriber from the obligation to pay the monthly payment and other accumulated debts for the additional services provided in the reporting month.

11.7 Unfulfilled obligations during the period of restriction or suspension shall be subject to fulfillment within the procedure and terms established by the Subscription Agreement.

11.8 If the Subscriber is a user of more than one Account or Service and has debts to the Operator for any Service, the Operator shall be entitled to restrict or suspend all Services (Numbers) provided until the debt is fully repaid.

11.9 For security reasons, the Operator shall be entitled to restrict or suspend the provision of the Service by notifying the Subscriber in advance or to ask for temporary suspension of using the Service. The Subscriber shall be responsible for the risks incurred as a result of non-compliance with the requirement.

11.10 The Operator shall be entitled to restrict or suspend the Subscriber's call to the Contact Center of the Customer Service Directorate if:

11.10.1 The Subscriber periodically allowed disrespectful or explicitly disdainful attitude to moral standards, showed behavior towards an employee of the company, regardless of the purpose of addressing the employee or any other way of communicating with the latter, which was expressed in insulting or humiliating or swearing or obscene expressions or in any other way discrediting the honor, dignity, or business reputation of the employee or the Operator, or disrupted or hindered in any way the normal operation.

11.10.2 An audio recording of a phone call made by the company in order to improve the quality of service, an e-mail, a message on the social network, the Operator's official website, in the My Team application, or on platforms designed for written servicing may serve as grounds for restricting or suspending calls and other means of communication of the Subscriber to the Operator's Contact Center or further, if necessary, be presented or used as evidence of the Subscriber's behavior to the competent authorities.

11.11 The Subscriber shall be entitled to:

11.11.1 suspend the Services provided over a fixed network for a period of one month to one year by notifying in writing of such suspension at least ten days in advance and fulfilling all other obligations stipulated in the Agreement in connection with the suspension thereof.

11.11.2 temporarily suspend other Services provided to him/her for a period of no more than two months. After submitting the relevant application, the Subscriber shall pay the fee set by the Operator in full and pay off the existing debt.

11.12 In the case that an Agreement (Contract) has been concluded with the Subscriber with the obligation to remain the Subscriber of the Operator for a certain period, upon suspension of the Service, the suspension period shall not be included in the above period, and the period of the obligation to remain the Subscriber shall be extended accordingly by the suspension period.

11.13 During the suspension/restriction of Services, bonuses, automatically generated deals, and other privileges available on the Subscriber's Account may be reset according to the Service offer and Tariff Package.

## **SECTION 12**

### **LIABILITY**

12.1 The Subscriber shall guarantee that he/she has the appropriate powers to authorize the laying of cables and the installation of Devices and/or Equipment necessary to provide Services in the Territory specified in the Application. The Subscriber shall reimburse the Operator for all damages incurred by the Operator in connection with all claims of third parties related to the specified in this clause.

12.2 The Subscriber acknowledges that the Operator shall be entitled to unilaterally terminate the Subscription Agreement (on the provision of Fixed Network Services in the Territory) in the case of a reasonable claim(s) of third parties to the Operator in connection with the specified in Clause 12.1 of these Terms and Conditions, and in the case of termination of the Subscription Agreement(s) with the obligation to remain the Subscriber for a certain period due, the Subscriber shall bear the risk of the relevant obligation.

12.3 To the extent permitted by law, the Operator and the Subscriber shall hereby refuse to submit claims to each other for compensation for indirect losses and lost profits related to Services provided under the Subscription Agreement.

12.4 The amount of the Operator's liability shall be calculated from the monthly amount accrued for a given month, in proportion to the period of inability to use the services, and may not exceed the same.

**12.5 The Operator shall not bear any responsibility:**

12.5.1 For failure to provide or improper provision of Services, if it is a result of Maintenance and/or the circumstances and factors specified in Clause 6.19 of these Terms and Conditions, and/or other similar events;

12.5.2 For damage caused to the Subscriber by means of equipment or SIM card purchased from the Operator, as well as for damage caused to the equipment or SIM card by the Subscriber and other persons;

12.5.3 If the Subscriber uses the Services improperly or illegally;

12.5.4 For the quality of services provided by other operators and persons, and services provided to the Subscriber by third parties or through them using the Operator's Network or other technical means, and shall not provide any guarantee in this regard, including for invoices submitted in connection therewith. If necessary, in order to ensure the availability of such services to the Subscriber, the Operator may act as the Subscriber's agent in relations with third parties, acting on his/her behalf and at the expense of the Subscriber;

12.5.5 For interruptions, disconnections, failures, or changes in certain types of Services resulting from the failure or termination of signals or Services transmitted or provided through its partners (including foreign ones) or agents;

12.5.6 The Operator shall guarantee the ability to provide the current of the declared power of the charging station but shall not bear any responsibility for the quality and speed of charging due to the features, malfunctions, or shortcomings of the Subscriber's electric vehicle;

12.5.7 For incorrect operation of the Team Energy Application and communication failures that occurred due to a malfunction of the Subscriber's mobile device;

12.5.8 For the inability to access the EVCS in the case of obstruction of the entrance of other vehicles or untimely vacation of the charging port by other electric vehicles, as well as in the case of obstruction by other persons;

12.5.9 For the safety and security of the electric vehicle and/or other property of the Subscriber/Customer when receiving services and/or parking in the parking lot at the EVCS; or

12.5.10 In the case of other technical safety conditions.

**12.6 The Subscriber shall be responsible:**

12.6.1 For damage caused to the Operator or third parties or their property in the case of using the Services in violation of these Terms and Conditions;

12.6.2 For the safety of the Device and/or Equipment, the accessories thereof, cables, and other attachments, and in the case of deterioration, misuse, loss, damage, or theft, for compensation for damage caused to the Operator;

12.6.3 For operation performed by him/her (electronic payments, purchases, etc.), participation in electronic games and other games with winnings, their consequences, and risks due to the access to the Services provided by the Operator;

12.6.4 For any information sent to the means of communication provided by the Subscriber to the Operator, including for the availability of personal data to persons with access to the same means of communication, and for the consequences thereof;

12.6.5 For obtaining the necessary permits for the installation of cables and Devices and/or Equipment in the Territory of the provision of Services, as well as for resulting damage caused to a third party;

12.6.6 For familiarization with the changes to these Terms and Conditions, the Subscription Agreement, the Network Coverage Area, the list of Services, Tariffs, Rules, and Procedures after the conclusion of the Subscription Agreement;

12.6.7 For the payment of debts incurred for the Services used in all cases envisaged by these Terms and Conditions, including for the payment of debt incurred as a result of exceeding the monetary limit or the actual Balance;

12.6.8 For any use of the Services by third parties through his/her Device, SIM card, Number, or Equipment and the negative consequences of such use, including the obligation to repay debts (in cases of use of equipment or SIM card provided by the Operator by an unauthorized person, the Subscriber shall be considered the owner thereof, and the actions performed shall be considered to be committed on behalf and in the interests of the Subscriber);

12.6.9 For damage caused to the Operator as a result of the Subscriber's action or inaction in the case of sending virus software and/or spam from the Subscriber's end equipment.

## **12.7 The Subscriber shall:**

12.7.1 Before informing the Operator of any problem, check the equipment and make sure that the cause is not his/her equipment and the problem is beyond the control of the Subscriber;



12.7.2 If the problem is caused by the Operator's Network or it is under the control of the Operator, immediately inform the Operator so that the latter takes appropriate measures (in the case of late informing of the Operator, the latter shall not be responsible for the risks that arose in the period preceding the notification).

12.8 The Subscriber shall be deprived of the right to make any demands related to the Service provided or the quality thereof if he/she has not informed the Operator about the problems in a short time, as a result of which the technical possibility of confirming the existence of problems related to the quality of the Service and clarifying their causes has been missed.

12.9 If the Subscriber informs the Operator within the established procedure about the loss or theft of a SIM card, Device, or Equipment and requests to suspend Services, the Operator shall be entitled to take all necessary measures to verify the Subscriber's identity before fulfilling the request but shall not be responsible for such requests and their fulfillment if they are submitted by an unauthorized person.

12.10 The Parties shall not be responsible for the complete or partial non-fulfillment of obligations assumed under these Terms and Conditions if the reason is the impact of force majeure.

The Subscriber shall hereby agree that the deterioration of the financial situation cannot be considered as force majeure, and the Subscriber shall pay in full for the Services provided.

12.11 In cases where, for the proper provision of Services (detection and correction of the causes of failures), the relevant specialist of the Operator is required to visit the Territory, then if the Subscriber does not create such a possibility, the Subscriber shall be deprived of the right to make any demands to the Operator related to the provision of the Service or the quality thereof.

12.12 The Subscriber hereby acknowledges and agrees that if, without the prior consent of the Operator, he/she (and/or a third party acting with his/her knowledge or at his/her direction) disseminates (by any means) statements, advertisements, public offers aimed at transferring (alienating) the Number provided by the Subscriber Agreement to another person (regardless of the type of Number and the fact of payment to the Operator for the use thereof) and/or the Subscriber's right to use the same, then this will be considered as a violation of the Subscription Agreement on the part of the Subscriber, in which case the Operator shall be entitled (by notifying the Subscriber):

12.12.1 deactivate and/or block the Number(s) provided to the Subscriber,

12.12.2 terminate the Subscription Agreement in the part of this Number(s), and

12.12.3 apply other liability measures envisaged by the Subscription Agreement.

12.13 The Subscriber hereby acknowledges and agrees that in the case the Operator discloses information (personal data) about the Subscriber within the procedure established by these Terms and Conditions, the Personal Data Processing Policy, or the legislation of the Republic of Armenia, he/she shall not be entitled to demand any compensation from the Operator.

## **SECTION 13**

### **TERMINATION**

13.1 The Subscription Agreement may be terminated both on the initiative of the Subscriber and on the initiative of the Operator.

13.2 The Operator shall be entitled to terminate the Subscription Agreement unilaterally if:

13.2.1 in order to conclude an agreement, the Subscriber has not submitted the set of documents corresponding to the registration of the Subscriber's data in the Operator's systems and activation of the Service or has submitted an invalid set of documents,

13.2.2 payments for the Service were not made within the deadlines envisaged by the Subscription Agreement,

13.2.3 the Subscriber has violated the provisions of the Subscription Agreement, these Terms and Conditions, or the conditions established for Special Offers,

13.2.4 after the conclusion of the Subscription Agreement for the provision of fixed network services, unavailability or exhaustion of technical conditions in this territory were found,

13.2.5 the Subscriber has not created a possibility to carry out work on laying the line, installing and configuring the Device, and connecting the same to the Operator's Network at the address indicated in the application (in the Territory) or refuses the service before the commencement of installation work,

13.2.6 Service/Tariff Package or Service operating under a Prepaid or Postpaid System is terminated by the Operator and/or the provision of such Services is financially impractical or no longer technically possible,

13.2.7 the Agreement shall be considered terminated if the Subscribers using this Service/Tariff Package or Service were notified of this fact and did not accept the Operator's offer to switch to any other Tariff Package within the prescribed period,

13.2.8 after the suspension of Services, the Services were not reactivated within the established procedure and deadlines, the actual user of the mobile number contacted the Operator and, within the established Procedure, provided reliable data that this Number (SIM card) is used and owned by him/her (actually belongs to him/her),

13.2.9 the Operator was contacted by a person who has the right of ownership/use to the territory of the provision of services on a Fixed Network and provided reliable information thereabout,

13.2.10 The Subscriber does not wish to receive any Service specified in the Subscription Agreement but refuses to sign the relevant statement (agreement) thereabout and continues to use another subscribed Service(s). The Subscription Agreement regarding the non-provided Services(s) shall be considered amended (if the Operator does not object to such a change and/or this change does not entail any undesirable consequences for the Operator), and the Subscriber shall be responsible for all negative consequences resulting from the undocumented fixation of this change in the Subscription Agreement.

13.2.11 Within three months from the date of signing the Subscription Agreement, the number linked to the SIM card of the Prepaid System has not been activated. The Agreement concluded within the framework of the Master Agreement shall be considered terminated in terms of the non-activated number.

13.2.12 For three months or more, no payment was made to the Prepaid System number with a negative or zero balance, no account replenishment was performed, and the number was not used for outgoing or incoming (voice or non-voice) services and sending outgoing short messages (three months (90 days) after the termination of the Agreement, the number is subject to sale),

13.2.13 For three months or more, no payment or replenishment of the account was made to the number of the Prepaid Mobile Communication System with a positive balance, and the number was not used for outgoing or incoming (voice or non-voice) services and sending short messages. A number with a positive balance shall be retained for 12 (twelve) months. During the specified period, the Agreement can be renegotiated, after which the restoration of the same number shall be possible depending on the availability thereof.

13.2.14 Within the established deadlines for the provision of Services, as a result of non-payment by the Subscriber of the Postpaid System, no actions (payment) were taken to reactivate the Service. Three months (90 days) after the termination of the Agreement, the number shall be subject to sale.

13.2.15 The Operator's licenses and/or permits have been canceled.

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

13.3 Termination of the Agreement under Clauses 13.2.5, 13.2.10, 13.2.12, and 13.8 of this Section shall be carried out without prior notification to the Subscriber.

13.4 Three months after the termination of the Agreement on the initiative of the Operator and the next day in the case of termination thereof on the initiative of the Subscriber, the number shall be considered free and subject to sale.

13.5 The Subscriber shall be entitled to terminate the Subscription Agreement by paying off all debts to the latter, including as a result of final settlement, as well as to return the received Device Equipment against a certificate of delivery and acceptance within the prescribed deadline (unless otherwise envisaged by the agreement concluded between the Parties). In the case of non-return of the Device/Equipment, a final invoice, which includes a fine in the amount of the full cost of the device, shall be calculated and generated.

13.6 In order to terminate the Subscription Agreement, the Subscriber shall visit the Operator's Sales and Service Center and fill out an application form unless otherwise specified by the Operator at the moment.

13.7 If the Subscriber has an obligation to remain the Subscriber for the period established by the Subscription Agreement (Contract), the termination thereof shall be carried out in accordance with the terms of such obligation.

13.8 In the case of Portability of a Number from the Operator's Network to another network, the Subscriber Agreement regarding the transferred Number shall be considered terminated from the moment of transfer, regardless of the Subscriber's balance with the Operator.

13.9 The termination of the Subscription Agreement, regardless of the grounds thereof, shall not release the Subscriber from the proper fulfillment of his/her obligations to the Operator until the moment of termination and in connection therewith, that is, the obligation to pay the Subscriber's debt, all applicable fines, compensation, or other payments established by the Subscription Agreement.

13.10 In the case of termination of the Subscription Agreement (with the exception of a prepaid subscription), in order to obtain a positive Balance on the Subscriber's Account after paying off all the Subscriber's debts to the Operator (including fines, etc.), the Subscriber shall within 1 (one) year submit an application to the Sales and Service Center in the form established by the Operator. The balance shall be refunded only by non-cash method.

13.11 In the case of termination of the Subscription Agreement of the Prepaid System, the unused/prepaid amount shall not be refundable.

## **SECTION 14**

### **SAFETY**

14.1 The Operator shall not be responsible for spam sent by third parties, hacking activities, transmission of viruses, and damage caused to the Subscriber as a result thereof. The Subscriber shall independently protect his/her end equipment and systems from viruses and unauthorized interference by other persons and shall be responsible for damage caused to the Operator and/or others as a result of such viruses or unauthorized interference, as well as for repayment of debts incurred as a result of such viruses or unauthorized interference.

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

14.3 The Operator shall be entitled to record the Subscriber's conversations with employees of the Contact Center or the Sales and Service Centers of the Operator in order to improve the quality of Service and/or telephone calls of subscribers, as well as for security reasons. From the moment of signing the Subscription Agreement, the Subscriber shall give his/her consent to such recording and accept that such recordings have the force of proof.

## **SECTION 15**

### **PERSONAL DATA PROTECTION**

15.1 By entering into the Subscription Agreement, the Subscriber shall agree to the processing of his/her personal data in accordance with the Notification of Personal Data Processing/Personal Data Protection Policy published on the Operator's website.

More details: [https://www.telecomarmenia.am/file\\_manager/privacy\\_policy/privacy\\_policy.pdf](https://www.telecomarmenia.am/file_manager/privacy_policy/privacy_policy.pdf)

15.2 The Operator shall be entitled to disclose information about payments, debts, payment habits, or obligations or the fulfillment thereof in terms of the services used by its subscribers within the procedure and limits envisaged by the Laws of the Republic of Armenia "On Turnover of Credit Information and Activities of Credit Bureaus," "On Electronic Communications," and other laws of the Republic of Armenia.

15.3 The Operator or its partners, as a part of marketing or commercial activities, as well as to collect debts or clarify and update the Subscriber's Personal Data, may contact the Subscriber in writing, by phone, via SMS, or otherwise using the Subscriber's personal data. This also includes sending information and advertising messages to the Subscriber about the services provided by the Operator. The Subscriber shall hereby authorize to contact him/her in this way.

15.4 The Subscriber shall ensure the accuracy and reliability of the information provided to the Operator during the subscription and the entire term of the Subscription Agreement and shall be responsible therefor. The Subscriber shall properly inform the Operator about changes in the information registered about him/her (address, personal data, bank data, organizational and legal form, company name, etc.) as soon as possible from the moment such changes enter into legal force. All possible risks (adverse consequences) associated with failure to inform the Operator about such changes shall be borne by the Subscriber.

## **SECTION 16**

### **PROPER NOTIFICATION**

16.1 The address indicated by the Subscriber in the application, as well as the contact phone number, shall be considered the basis for all subsequent actions, including notifications. The notification will be considered duly executed if it is sent to the address or contact phone number (SMS) specified by the Subscriber, regardless of the fact whether the Subscriber received it or not.

16.2 Notifications, including invoices and statements, sent by the Subscriber and the Operator within the framework of the Subscription Agreement, shall be considered appropriate if they are delivered in person or sent by electronic or other means of communication to the addresses of residence/registration/legal or actual activity and/or e-mail addresses and/or phone numbers specified in the Subscription Agreement unless otherwise specified in the Subscription Agreement.

16.3 The Subscriber acknowledges and agrees that in the case of disputes between him/her and the Operator during the settlement of the dispute in court (both in the course of claim proceedings and proceedings on the issuance of a payment order), as well as within the procedure of arbitration, all notifications related to

the proceedings shall be sent to the Subscriber and the Operator by electronic or other means of communication to the e-mail address and/or phone number specified in the Subscription Agreement and/or in the Agreement on Electronic/Digital Signature with a pen and/or in other agreements between the Subscriber and the court (of any judicial instance), as well as Arbitration, Subscriber, and Operator, the Operator and the court (of any judicial instance), as well as Arbitration. The Subscriber shall hereby agree that notifications made by any of the methods specified in this clause shall be considered appropriate, and there is no requirement for the reverse notification (informing) of receipt (reading) for them, except for notifications made by e-mail, in which case the Subscriber shall be considered duly notified when there is an electronic confirmation of receipt of the notification available (even if there is no electronic confirmation of the reading thereof). For the purposes of this clause, the Operator's e-mail address shall be [court@telecomarmenia.am](mailto:court@telecomarmenia.am).

## **SECTION 17**

### **SETTLEMENT OF DISPUTES**

17.1 These Terms and Conditions and the Subscription Agreement shall be regulated and interpreted in accordance with the legislation of the Republic of Armenia.

17.2 Monetary (property) disputes (hereinafter referred to as the "Disputes") arising between the Operator and the Subscriber in connection with these Terms and Conditions or the Subscription Agreement may be submitted by either Party to the court (hereinafter referred to as the "Court") or the Notary Chamber of the Republic of Armenia within the procedure established by the legislation of the Republic of Armenia and in accordance therewith, or for consideration of

- Arbitration LLC (hereinafter referred to as "Arbitration 1");
- International Arbitration Court LLC (hereinafter referred to as "Arbitration 2");
- Arbitration Court Institution NGO "Association of Legal Support for Entrepreneurs, Investors" (hereinafter referred to as "Arbitration 3");
- Institutions "Financial Arbitration of the Union of Banks of Armenia" (hereinafter referred to as "Arbitration 4");
- Credit Compromise CJSC (hereinafter referred to as "Arbitration 5"); or
- Institutions "Permanent Arbitration Institution at the RA Chamber of Commerce and Industry" (hereinafter referred to as "Arbitration 6," and each of the said arbitrations individually or collectively the "Arbitration")

- For resolution in accordance with the Law of the Republic of Armenia "On Commercial Arbitration," other regulatory legal acts of the Republic of Armenia effective at the time of filing the claim (delivery of a ruling), and under the Arbitration Resolution.

17.3 At the discretion of the Party, the transfer of the Dispute to any Arbitration or Court or Notary Chamber of the Republic of Armenia within the framework of these Terms and Conditions or the Subscription Agreement shall be grounds for the substantive resolution thereof by the Arbitration or Court or Notary Chamber of the Republic of Armenia, respectively.

17.4 Consideration of the Dispute by one of the bodies specified in Clause 17.2 of these Terms and Conditions (initiation of proceedings) shall exclude consideration of the Dispute by other bodies specified in the same clause, and in the case of initiated consideration, shall be the grounds for dismissal the Dispute (action, application for a payment order, application for an order to recover the amount, claims, etc.) without consideration (termination or suspension of consideration of the claim).

17.5 Disputes arising between the Operator and the Subscriber in connection with these Terms and Conditions or the Subscription Agreement and not specified in Clause 17.2 hereof shall be subject to resolution in the courts of the Republic of Armenia, and disputes arising between the Operator and Subscribers who are not registered in the Republic of Armenia (citizens of the Republic of Armenia, foreign citizens, and stateless persons) in connection with these Terms and Conditions or the Subscription Agreement and not specified in Clause 17.2 hereof shall be subject to resolution in the first instance court of general jurisdiction of Yerevan in accordance with Article 23 of the Civil Procedure Code of the Republic of Armenia.

17.6 For all purposes of dispute resolution set out in Section 17 "Dispute Resolution" hereof, the provisions of Clause 16.3 of these Terms of Notification shall apply.

## **SECTION 18**

### **FINAL PROVISIONS**

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

If, prior to the entry into force of these Terms and Conditions, the Subscriber has concluded the Subscription Agreement with the Operator and/or uses the services provided by the Operator, then these Terms and Conditions shall apply from the moment these Terms and Conditions are published on the Company's website with amendments and additions. If the Subscriber continues to use the Operator's Services within a 10-day period, these Terms and Conditions shall be considered agreed upon (accepted) by the Subscriber and admitted for action.



18.2 Service/Tariff Packages, Descriptions of Offers, published tariffs for Services (Price List), Procedures, and Rules effective on the date of entry into force of these Terms and Conditions shall remain in force.

18.3 The Subscription Agreement and amendments and additions thereto that form an integral part thereof or other documents and notifications related thereto may be certified by affixing signatures and/or seals on paper counterparts signed in electronic form, by facsimile reproduction of the seal and signature, or otherwise, as established by the Operator.

18.4 The Operator shall be entitled to announce promotions (incentive deals) and/or discounts, which will be an addition to the Subscription Agreement and the integral part thereof during the announced period. This information, including the procedure for their acceptance by the Subscriber, shall be published on the Operator's website and/or shall become available in Sales and Service Centers.

18.5 The Operator shall be entitled at any time (unilaterally) to make amendments and additions to the Subscription Agreement, including these Terms and Conditions, Tariffs for Services, and Tariff Packages.

18.6 Amendments and additions favorable to the Subscriber shall come into force from the date of publication on the official website of the Operator or on the day specified in the publication. At the discretion of the Operator, Subscribers may also be notified of these amendments/additions in other ways, including through short messages (SMS), except in cases where the Subscriber has refused in writing to receive the notification specified in this clause.

18.7 Amendments and additions that worsen the legal status of the Subscriber shall come into force 30 days after publication on the Operator's website, notifying Subscribers thereabout via short messages (SMS), automatic phone calls, or otherwise, except in cases where the Subscriber has refused in writing to receive the notification specified in this clause.

18.8 In the case of disagreement with amendments and additions that worsen the legal status of the Subscriber, the Subscriber shall be entitled to unilaterally terminate the Subscription Agreement before the date of entry into force of the amendments/additions (except if such amendments or additions are conditioned by the requirements of the legislation of the Republic of Armenia), by notifying the Operator in writing. If during this period the Subscriber has not notified the Operator of the termination of the Agreement and continues to use the Services, then the Operator's proposal to make changes/additions shall be considered accepted by the Subscriber.

18.9 As a result of the unilateral termination of the Agreement on the grounds of deterioration of the Subscriber's legal status, as specified in Clause 18.7 hereof, the Subscriber will not be charged any additional fee (penalty, fine, or compensation).

18.10 Taking into account the fact that according to Clause 18.5 of these Terms and Conditions, the Operator shall be entitled to periodically make amendments to these Terms and Conditions, the Subscription Agreement, and Service Tariffs, the Subscriber shall unconditionally accept that in the case of a contradiction between the versions of the Terms of Service, Tariffs, Descriptions of Offer, and Procedures/Rules, and other options published on the website, the Terms, Tariffs, Descriptions of Offer, Procedures, and Rules published on the website with the latest date shall apply.

18.11 The Subscriber shall independently monitor (check) the changes made by the Operator to these Terms and Conditions and the Subscription Agreement, which are published on the Operator's website and/or submitted to the Sales and Service Centers.

18.12 The Operator shall be entitled to fully or partially transfer its rights or assign its obligations under the Subscription Agreement to another person without the consent of the Subscriber.

18.13 Other relations between the Operator and the Subscriber that are not regulated by the Subscription Agreement shall be regulated in accordance with the existing legislation of the Republic of Armenia.

18.14 If any provision of the Subscription Agreement is declared invalid or void, the remaining provisions will not change and remain in force.

18.15 These Terms and Conditions and the Subscription Agreement are drawn up in Armenian but can be translated and simultaneously published in other languages as well. In the case of a conflict between versions in Armenian and another language, the Armenian version shall prevail.

## **SECTION 19**

### **TRANSITIONAL PROVISIONS**

19.1 These Terms and Conditions shall apply to all previous Agreements (subscriptions) concluded between the Parties prior to the entry into force hereof, as well as to Services provided basis thereon.

#### **Operator's details**

**Open Joint-Stock Company "Telecom Armenia"**

**Address: 24/1 Azatutyan Avenue, Yerevan, Armenia**

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