

## **Agreement on providing mobile communication services "Beeline"**

### **1. General provisions**

1.1. The Agreement regulates the relationship between the "operator" and the "customer" on providing mobile communication services by the "operator". In accordance with the terms of this Agreement, the "Operator" carries out mobile communication services of Ltd "Veon Georgia" with the "Beeline" trademark whereas the "customer" pays for the services rendered.

1.2. The following terms apply for the objectives of this Agreement, in other cases, the Parties shall be guided by the terms defined by the Rules of Procedure for Providing Services in the Field of Electronic Communications and Protection of Consumers' Rights (hereinafter "Rules") (Resolution №3, adopted by the Georgian National Communications Commission on March 17, 2006).

**Tariff plan** - A list of tariffs approved by the "Operator", which is consistent with a specific set of services.

**Providing an opportunity for the technical access to communication networks** –the free numbers of customer capacity (unique codes of identification) and/or **communication channels**, including the radio channels, considering the assigned frequency resource.

**"Conditional amount"** - the amount of the rights of the "Customer" expressed in the form of cash or other equivalent, applying to all numbers, which are assigned to the Customer to have the service delivered.

**Mobile communication service (services)** - the work related to receiving, processing, storing, transferring and delivering the messages. According to this Agreement, the mobile communication service implies to providing service by mobile communication network and provision of additional services in the movable communication network, the services provided by "Operator" to "Customers" in the data transmission network, in accordance with the provisions of the relevant service and the terms of the issued licenses;

**"Electronic" Account (personal account)** - electronic file available in the automated system of the "Operator", which contains information on "conditional amount".

1.3. When addressing the information office, during receiving the information on rendered service, the additional service on turning on/off, the "Operator" identifies the "Customer" by using a code word. The "Customer" is responsible for all the operations performed using the code word, as well as all liabilities related to payment of services. The operations related to the number replacement, re-register or termination of the agreement are not carried out using the code word.

### **2. Basic conditions**

2.1. The service is provided on the basis of the agreement between "Operator" and "Customer". The rights and obligations of the Parties under the agreement shall not be transferred to other persons, except by the rules established by law or agreement. In order to carry out its activities, the "Operator" has the right to attract other legal and natural persons in accordance with the respective legislation.

The "Operator" independently establishes the terms of the agreement in accordance with relevant legislation and issued license. The "Operator" has the right to change the terms of the agreement unilaterally.

2.2. The agreement is drawn up between a "Customer" and an "Operator", or his/her authorized representative, by signing the agreement and its annexes. The agreement can be verified by the signature of "Operator", executed by using a facsimile.

2.2.1. The customer is provided with service in a maximum of 3 days' time after signing the agreement.

2.3. The "Operator" is entitled to:

2.3.1. Refuse to conclude an agreement or provide a service in accordance with the agreement:

- In the absence of technical means of rendering services requested by the "Customer", including the absence of possibility to technically access the "Operator's" network;
- In case of non-filing of documents defined by the law and/or by the "Operator".

2.3.2 Terminate the service provision in the following cases:

- If the "Operator" has information on the existence of the "Customer's" communication service debts on its personal account, if the "Customer" does not have a positive balance, in case if the term for elimination for the service restriction is expired;
- In other cases envisaged by the agreement and/or normative acts.

In case of termination of service the network activation fee, as well as the cost for purchasing the SIM card and the cost of non-activated SIM card will not be refunded.

2.3.3. In case of inheriting a SIM card, gifting or expropriating it, to terminate the agreement with a former customer, whereas to conclude an agreement with the new customer on mobile communication services, in addition to that the "Operator" is entitled to request a tax for re-registration of the customer's database (in accordance with the applicable tariff plan) and reimbursement of the previous owner's debts.

2.4. Following the conclusion of full settlement with the "Operator", the "Customer" has a right to terminate this Agreement unilaterally. The "Customer" reimburses the "Operator" all costs incurred by the termination of this Agreement, if the remuneration is envisaged by rules or respective laws.

The action for termination of the agreement from the "Customer's" side shall be considered the following:

- Written statement on the termination of the agreement;

2.5. Additional and other services, which are technologically related to mobile communications services and is directed to increasing its consumer price (hereinafter "Additional Services") is provided by the "Operator" or the third parties with relevant authority, whereas the "Customer" pays the fee in accordance with the terms of this Agreement, the agreement concluded with a third party and the provision of relevant services.

2.5.1. Information about the service terms, including service packages and tariffs, as well as the terms of service delivery, restriction and termination of the service and the amendment to the service package shall be placed by the "Operator" on its own website as a public offer or an offer, the offer might be proposed to the "Customer" by the means to place an offer.

2.5.2. The "Customer" can receive information about the services offered in advertising materials as well. In the advertising information placed on the internet or television will be conveyed the additional service number (activation code) or any other rule of accession to the service.

2.5.3. The "Customer" dials up the activation number for additional service, by which he/she agrees to the provision of additional services and their tariffing rules, and agrees to receive and pay for this service.

2.5.4. The "Customer" pays additional service fees according to the selected payment system, unless the provision of additional services does not foresees otherwise.

### **3. Operator's rights and obligations**

3.1 The "Operator" is obliged to:

1) Provide the customer with the phone number and/or unique codes of identification during the use of the service (based on the service type): the phone number is granted after concluding an agreement on providing mobile communications services, as for the unique codes of identification, they are given to the customer for the entire term from the moment of commencement of the actual use of data transmission service, which is necessary for physical delivery of services.

2) To fulfill the obligations under the rules and agreement;

3) To comply with the terms and conditions of the elimination of the damage in accordance with the conditions defined by the Rules of Procedure for Providing Services in the Field of Electronic Communications and Protection of Consumers' Rights.

4) To pay the compensation to the „Customer“ and wire the amount to its account in accordance with the 7.1 paragraph, in case the provider is guilty in failing to provide the customer with service.

5) To warn the customer about the expected restriction to or termination of the service by sending a text message.

3.2 Operator has the right to;

1) Make amendments to the agreement by sending the customer a respective proposal (by sending the relevant information through SMS, placing relevant information to the "Operator's" website on the internet and/or by other means). In addition, if within 10 days from receiving a respective notification and placing the information on website the "Operator" does not receive a full or partial refusal on such changes by the customer, and/or if the customer does not use the rights envisaged in 2.4 paragraph of the agreement, that shall mean that the customer agrees with the proposed amendments.

2) The "Operator" shall have the right to establish, also to change the terms of service, including tariffs, terms of payment, terms and conditions, notifying the customer by sending SMS notification 10 days prior to the introduction of these changes, by posting information on the internet and by other means. In such case if the customer does not use the rights granted by the paragraph 2.4. of the agreement, it shall mean that the customer agrees with the aforementioned terms.

3) Any reference in case of consent by the customer, which is included in the accounting data and other documents requested by the "Operator", may be verified by the "Operator" at any time, either directly or through third parties (including credit bureaus). If the customer does not give consent to deliver the information to third parties, the "Operator" has the right to request additional necessary documents from the customer, in order to check the customer's compliance with the conditions of this type of service.

4) In case the customer does not pay the fees envisaged by the agreement, the "Operator" has the right to apply the measures established by the law, which refers to the payment of unfulfilled obligations and levy losses incurred by the customer. The additional service fees are subject to payment, as well as in case of non-payment of the activated action fee the "Operator" is entitled to order the third parties to collect the debt.

3.3. The "Operator" personally or with the help from other authorized persons shall process the personal data of the customer for the purpose of providing services and ensuring the quality envisaged by the agreement, from the moment of signing the agreement within the time determined by the legislation, during which the "Operator" is obliged to store the information about the customer and the provided services. The operator processes the data by the automatic and non-automatic means. The data processing implies to performing the following actions: collecting, organizing, storing, modifying, restoring, using and disclosing (including transmission), depersonalization, blocking, deleting or destroying.

3.3.1. The operator processes the following information about the customer: name, surname, date of birth, personal number, address, SIM card number, EMEI code, tariff plan, e-mail, necessary data for tracking the source of communication and identification; The data required for communication, time and duration; The data required for identification of the type of communication, its equipment or the location of possible equipment; Billing information that includes data about the traffic; In case of a legal entity the last name, date of birth, ID number and address of a person with a representative authority;

3.3.2. The data is operated by the operator to provide customer service envisaged by the agreement, the marketing researches, products and service development, improvement of service, introduction of new technologies, administration and other purposes that do not conflict with the applicable legislation.

3.3.3. With the purpose of fulfilling the obligations defined by this Agreement, the data shall be processed on behalf of the Operator by the authorized persons, on the basis of the concluded agreement with them, for whom confidentiality and assurance of safe processing of the customers' data is represented as an essential condition.

3.3.4. By signing the agreement, the customer agrees to receive promotional text messages with regard to the operator's activities, tariffs and services. A customer can at any time refuse to receive such notification by providing a written statement to the operator's services and sales offices. The operator will discontinue data processing within 10 working days upon receipt of the written refusal.

3.3.5. The customer has the right to receive information about the processed personal data, if required, also request a correction, update, addition, blocking, deletion and destruction of such data.

3.3.6. The customer agrees and allows the operator to disclose the personal data both within and outside the country to its group companies, as well as commercial and roaming partners, as well as other operators, on the basis of signed agreements with them the operator ensures the fulfilment of the obligations under this Agreement, also the third parties who are entitled to collect the debts, credit bureaus and the state bodies in accordance with the legislation.

3.4. The customer agrees to accept that in accordance with the law the operator shall receive the necessary personal data of the customer from LEPL State Services Development Agency database, for fulfilling the obligation of the agreement concluded by law and for achieving this aim of such volume.

3.5. Operator is not responsible for the lack of access to individual nodes or resources of the World Wide Web, which is administered by third parties. Such unavailability does not constitute an interruption or failure in connection with section 3.1.3.

#### **4. Customer's rights and obligations**

4.1 Customer is obliged to:

1) Constraint from using the phone number (including unique identification codes) for sending bulk messages, as well as installing a gateway (or hardware) for reaching into a fixed connection network, also for internet-phone and other events that cause the abuse and loss of efficacy to the operator's equipment and hardware.

2) Immediately notify the operator regarding the loss of a SIM card;

4.2 The customer has the right to:

1) Use a network for mobile phone conversations, in accordance with the provisions of the agreement, to transmit information by technical means;

2) To request the necessary and reliable information about the operator, regarding its working regime and the service offered by the operator;

3) To transfer the rights and obligations defined by the agreement to the third party only with the consent of the Operator, these rights and obligations shall be entitled to the person with the appropriate authority.

4) Perform other actions envisaged by the rules.

#### **5. Costs (tariffs) of service provided by the Operator**

5.1 The tariffs for all types of service are independently determined by the Operator and they are reflected in the tariff plans.

5.2 Duration of connection:

5.2.1 Duration of mobile telephone connectivity - this is the time interval from the moment of determination of the response of the party called out by the operator's hardware until the moment of shutdown of the mobile telephone connection from one of the parties called out by the operators' hardware.

5.2.2 The duration of the connection for data transmission network (the connection session), which is used for determining the amount of tax, for the transfer of voice data is counted after 1 second from the time the call recipient answers the call, or until the call is disconnected by the either side, which replaces the subscriber in case of unavailability, whilst the transmission of non-voice information is 1 from transmitted bytes.

When the answer signals is equal to the call of the caller, a subscription device includes:

1) A modem or a facsimile device that worked on automatic reception mode of information;

2) Any subscription equipment which is equipped with answering device;

3) Other subscription equipment that provides (or imitates) the possibility of information exchange in the absence of the caller.

5.3 The operator is authorized to determine the size of the communications service tariffs and the rule of payment for incomplete unit of the tariff.

5.3.1 The accrued fee of the service provided per minute is accurate in seconds.

5.3.2 For the transfer of data into the data transmission network, the unit of transferring a non-voice information is determined by the bytes. The tariff unit is indicated in each specific tariff plan.

5.4. In case of placing a request, the unused balance is subject to returning to the customer, as well as in other cases envisaged by the legislation, within 3 years period after termination of the agreement. The unused balance shall be returned to the subscriber within 20 working days following putting in a request. After 3 years the subscriber loses the right to claim the advance.

5.5. The overpaid amount will be returned to the customer within 10 days after his/her appeal.

#### **6. Payment due for communication services**

6.1 Third parties may be invited for settling accounts with the operator.

6.2 The payment for the services provided shall be performed in national currency. The mobile communication service tariffs are displayed in GEL. Tariffs are indicated in the price list. The information regarding the tariffs can be received at all offices and through the customer information services.

6.3 The payment for mobile communication services is carried out in accordance with the following system: by pre-payment;

#### **6.4. Reimbursement by pre-payment;**

6.4.1. The "subscriber" fills balance during a pre-payment;

6.4.2. As soon as the balance is over, restriction of service to the customer is reflected in disconnecting outgoing calls and all kinds of paid services.

#### **7. Terms of restriction and termination of service**

##### **7.1. Service restriction**

7.1.1. The customer will have a limited service in the following cases:

- Does not have a positive balance;

- Has debts related to the services rendered;

- Subscriber harms the operator, other subscribers or third parties during receiving the service or by a SIM card (the wrong termination of calls and/or change of A number).

- Unauthorized involvement in the network by subscriber number;

- By receiving the service conducts the acts which are insulting to the personal lives of third parties, including threatening, inflicting the material damage, slandering, insulting, or any other unlawful acts.

- Implements the distribution of inappropriate products, computer virus, fraudulent or malicious programs;

- Breaks p. 4.1.1. demands and/or violates other requirements of applicable legislation. (Service renewal is completed until the end of the second day after the complete elimination of the violation).

7.1.2. If the transaction to the subscriber's number is not stated for 90 days, and the customer has a positive balance, from the 91st day the service (3 GEL per day) will be deducted from the subscriber's account, until the balance is reduced to zero. Any transaction carried out on the subscription number shall cancel the accrual of the subscription fee.

7.1.3. In the absence of positive balance the customer will be limited to service, which means limiting the outgoing calls. The subscriber will only receive incoming calls and SMSs, will benefit from certain free services and emergency numbers. Restriction will be cancelled if the balance is filled and/or any kind of paid transaction is done.

7.1.4. Within 45 days after the outgoing call restriction, if the number is not active, the service will be suspended for the subscriber bilaterally, therefore it will be able to call only emergency and customer service numbers. The restriction is revoked by filling the balance and/or making a payment transaction.

#### **7.2. Termination of service:**

7.2.1. Within 10 days after the subscriber's number is bilaterally limited, the subscriber will be terminated the service if the number is not active.

#### **8. Compensation**

8.1. If the customer does not receive the services under the terms defined by this Agreement by the guilt of the operator, as a compensation from a service provider, the subscriber will be given a certain fee on the account of which will be calculated by the following rule: (3) calendar months prior to not receiving the service by the customers registered by the service provider, the daily average of the spent amount multiplied by the number of days when a customer did not receive the service. One day is being implied to 24 (twenty-four) hours.

8.2. Compensation is subject to direct action to the operator is responsible for harming the customer.

8.2.1. Indirect damage, such as unacceptable income or other consequential losses, will not be reimbursed by the service provider.

#### **9. Submitting complaints with regard to the service**

9.1. Customer-related complaints can be submitted to the offices of "Veon Georgia" LLC. The complaints will be reviewed by the special service unit and will make a decision within 15 days after filing the complaint.

9.1.1. Subscribers can contact the offices of "Veon Georgia" at the following locations:

- Central Office in Tbilisi - Gorgasali str. # 8
- Office In Batumi - Gorgiladze str. # 40
- Office in Telavi - Tsamebuli str. # 11
- Office Kutaisi - St. Nino / Paliashvili str. # 8/19
- Office In Zugdidi - Gamsakhurdia str. # 8

#### **10. Other Conditions**

10.1. The mobile phone connection provided by the operator can be deteriorated or discontinued with obstacles in the vicinity of buildings, tunnels, basements and other underground structures, in the natural conditions of radio wave distribution, under local characteristics of relief and development, meteorological conditions and other reasons.

10.2. The mobile phone connection provided to the subscriber, due to the constructive features of the network depends on the quality of the local conductor, equipment of the operators for international and long-distance communications that exceed the scope of the operator's competence.

10.3. All disputes and disagreements with regard to the provision of services are regulated by the relevant legislation and in accordance with this Agreement. Disagreements on which the Parties fail to reach agreement are subject to review by the location of the Operator (Operator's office branch or service that is delivered to the given location through a branch) or Georgian National Communications Commission.

10.4. The customer shall be given the opportunity to receive subscriber correspondence via telephone and mobile communications channels. By assigning an e-mail, fax number, subscriber confirms its consent to transmit correspondence with provided communication channels (Internet, Fax).

10.5. In case of use of number subscription device by subscriber, the number will be blocked (removed) for threatening terrorist threats. The relevant materials will be handed over to the law enforcement agencies for bringing the offenders to charges.

10.6. Operator's relationship with a subscriber, which arises during delivering the mobile communication services, is carried out in Georgian, including short message service exchanges. The Customer confirms the compliance of its subscription device with the given requirements and that it will not be responsible for setting the claims against the operator in case the information is not delivered due to the usage of the subscription device which was not providing the message exchanges in Georgian language.

10.7. In case the law or other normative documentation for certain categories of subscribers provides the provisions which differ from the ones in the Agreement, then such provisions from the laws and normative acts apply to those customers.

10.8. By agreement number the parties imply to the registration number in the operator's system. This is the very number indicated in the reports.