

# **General Terms for the Provision of Services in the Public Fixed Network of MTS d.o.o.**

## **1. Opening provisions**

1. These General Terms represent the conditions for the operation of MTS d.o.o. Kosovska Mitrovica, located at Oslobođenja Street, No. 1 (hereinafter referred to as: Mts) for the provision of the public, fixed communications network (hereinafter referred to as: Mts Fixed Services).

2. In terms of the General Terms for the Provision of Services in the Public Fixed Network of Mts (hereinafter: General Terms), the Mts Fixed Services, shall, *inter alia*, comprise: connection to the public communications network of Mts, access to the public communications network of Mts, publicly available telephone services in the fixed network, services with special tariffs, Internet access services and other services related to the transmission of voice, audio services, the transmission of data, documents and images, as well as the add-on services rendered in line with the General Terms. The General Terms, the detailed technical characteristics of the Mts network and terms for the provision of certain services are available on the official web site of Mts ([www.mtsdoo.com](http://www.mtsdoo.com)). The services included in the General Terms shall be rendered to the users at the prices defined in the Mts price list of (hereinafter: Price list) which is available on the official web site [www.mtsdoo.com](http://www.mtsdoo.com) at all Mts shops and the shops of authorized distributors.

3. The General Terms do not refer to the services related to the transmission of voice via the Mts public payphones, the operator-assisted voice transmission services, the provision of program content via Internet protocols, the sale of terminal equipment and any other services that are explicitly excluded in the text below and/or whose usage is regulated by Mts by special terms.

4. The provision of each of the services subject to these General Terms shall be additionally regulated by a subscriber contract (hereinafter: Contract). By signing the Contract, the user agrees to comply with the General Terms. The General Terms shall apply to the relations between Mts and the subscriber /user during the validity term of the Contract and shall constitute an integral part thereof. Derogations from the General Terms shall be possibly only if stipulated by the Contract that is concluded in a written form and signed by the authorized person on behalf of Mts.

5. Mts is entitled to amend the General Terms and the Price list, in keeping with any amendments made to the applicable regulations, the terms of service provision and to its own business policy, whereof it shall duly inform the subscribers/users 30 days in advance.

6. All the relations between Mts and the subscribers / users that are not regulated by these General Terms shall be subject to the provisions of the applicable laws and by-laws.

## **2. Terms and definitions**

In these General Terms, the terms and expressions used in the text below shall have the following meaning:

**Regulatory Authority for Electronic and Postal Communications** - (hereafter: Authority) is a regulatory body in charge of implementing and supervising the regulatory framework set forth in the Electronic Communications Law;

**Incoming Call Identification**– a function enabling the called party to identify the terminal point of the network wherefrom a call is made based on the number or code that is allocated to such terminal network point;

**Entrepreneur**– any individual and/or legal person, or a group of persons associated based on control or parent-subsidary relationship, which are engaged in the electronic communications activity;

**Number**– a series of digits defined in the numbering range plan, name or address used for addressing in the electronic communications networks and services;

**Operator** – any entrepreneur which provides, or is authorized to provide. electronic communications network or any accompanying assets;

**Terminal Equipment**– the equipment or any relevant component thereof, which can receive and /or send information and which is designed so as to be connected in any manner and to any public communications network;

**Subscriber**– any individual or legal entity, which has entered into a service contract with the entrepreneur which provides electronic communications services available to the public;

**Price List**– the list of all services of the Mts fixed network with relevant prices, including the description and specification of services, which is available at all points of sale and on the Mts web site;

**Electronic Message** – any textual message, audio recording or image sent via the public communications network which may be stored in the network or in the terminal equipment of the receiving party until the moment when the receiving party takes it over;

**Access**– enabling the use of assets and/or services to other entrepreneur on certain conditions, either on exclusive or non-exclusive basis, for the purpose of providing electronic communications services, including the provision of services of the information society or content provision services.

**Electronic Communications Network**– the system of transmission and, where applied, the equipment for switching and forwarding and other resources, including passive network elements enabling the transmission of signals by wired, radio, optical or other electromagnetic transmission, including satellite networks, fixed (with packet or circuit switching, including the Internet) and mobile networks, power supply cable systems, in the part used for the transmission of the network signal used for broadcasting the radio and television content and the content of cable television, regardless of the type of information that is transmitted;

**Public Communications Network**– the electronic communications network that is fully or substantially used for the provision of electronic communications services available to the public, which enables the transmission of data between the terminal network points;

**Public Fixed Network** – the network in which terminal points are located on fixed locations;

**Value Added Service**– shall be, as regards the processing of personal data and protection of privacy, any service requiring the processing of traffic data or location data, except for the data on traffic exceeding the volume necessary for the transmission of communications or the invoicing thereof;

**Universal Service** – the established minimum services of the prescribed quality which are available to all users regardless of their geographic position, at affordable prices;

**User**– any individual or a legal entity using or applying for the use of electronic communications services available to the public;

**Traffic Data**– the data processed for the purpose of transmitting the communications within the electronic communications network or the invoicing thereof;

**Location Data**– the data processed within the electronic communications network designating the geographic position of the terminal equipment of the user of the electronic communications service available to the public;

**Call**– the call established via the publicly available communications service that enables bi-directional voice communication.

**Person** – any individual, legal or public entity, including corporations, partnerships, trusts, non-aligned organizations, service providers, government or any institution related thereto.

### **3. Submission of requests and Conclusion of a Contract**

1. Mts shall take into consideration the user request for service provision (hereinafter: Request) if the user enables insight into all the data, identification documents, authorizations and other documents for proving the user identity. The legal entity shall submit the required documents regarding the entry into the relevant register and other data necessary for signing the Contract. As for the private users, the request may be submitted by a major, while the request on behalf of an underage person shall be submitted by a parent or custodian. By submitting his/her requests for entering into a Contract, the user accepts/grants his/her consent that Mts may check the user's solvency and, to that end, exchange data on the user's credit history.
2. The user request shall be taken into consideration provided that the user has settled all regular, but overdue debts, and provided that no court proceedings for the collection of receivables have been underway against the user. Likewise, no liquidation or bankruptcy proceedings may be instituted against the user.
3. Mts may allow the submission of Requests by electronic means (on-line) or by some other means of remote communication which Mts may make publicly available. By submitting a Request in such a manner, the user grants his/her consent for using the means of remote communication for the purpose of concluding a Contract and acknowledges that he/she is familiarized with, and accepts that the Contract between Mts and a subscriber shall be deemed concluded upon service activation following the said procedure. In case the contract is concluded by remote communication and/or outside the business premises, Mts shall notify the applicant of any data set forth under any special regulations on the protection of consumers and shall also provide the applicant with a copy of the Contract and/or certificate of conclusion of the contract, in the manner and form as envisaged in the special by-laws governing the protection of consumers.
4. On receiving a user request, Mts shall proceed to process the Request taking into account the technical capabilities. The priorities for the conclusion of a subscriber contract shall be established based on the day and hour of submission of a Request, provided that Mts retains the right to give priority to high-profile users (state authorities, the users submitting requests for the services in a higher volume and/or during a designated period of time, etc.).
5. Mts shall notify the user of the status of his/her Request within 15 days, save for the cases when the processing of the Request requires some additional activities or upgrades to the existing infrastructure. In such a case, the user shall be notified of any additional period of time needed for the processing of his/her Request during which the user will be informed about the final status of the Request.
6. Having received the notification of acceptance of his/her Request, the user shall be invited to sign a Contract within 15 days.
7. In case there are no technical capabilities for accommodating the Request, Mts shall duly notify the user thereof before the expiry of the deadline for the service set-up, and shall keep such Request on records until it is revoked by the user. In case the technical capabilities necessary for the accommodation of such Request are provided later on, Mts shall offer to the user to enter into a Contract within 15 days from the date when the technical capabilities have been created.
8. The Contract between Subscriber and Mts shall be concluded in a written form and signed by the subscriber and the authorized representative of Mts. unless it is stipulated otherwise in the Contract, the Contract shall be concluded for an indefinite period of time. In that case, Subscriber shall have the right to terminate the Contract for all services or for any part of the services, at any moment, but it will have to pay to Mts any fees for the creation of technical capabilities for the set-up and use of such services in the period before termination of the Contract.
9. Mts and Subscriber may contract the provision of services with a minimum mandatory period of duration i.e. minimum validity period of the Contract, which shall be subject to specially defined terms, in compliance with the Price List and the Contract. By contracting the mandatory period of duration of the Contract, the subscriber shall be entitled to certain benefits that may refer both to the special terms for the use of services, and the possibility of purchasing the devices necessary for the use of services, as stipulated in the Contract.

## **4. Activation and Service Use**

### ***Activation***

1. In accordance with the user's Request, Mts shall ensure the use of electronic communications services via access provided by available technologies. The fixed network services shall be established within no later than 30 days from the date of submission of the Request, except in special technical cases or in cases when some other deadline has been agreed with the user. If an upgrade of the access infrastructure is required for the provision of these services, the deadline for service set-up shall be extended until the technical conditions are created. Before the service is set-up, Mts shall check all the conditions for set-up on the side of the User. If the conditions on the side of the User are not fulfilled, the deadlines may, with the consent of Mts, be extended until the User fulfils the conditions by a maximum of 15 days. In case the conditions are not fulfilled within said deadline for reasons on the side of the User, Mts may unilaterally terminate the Contract and desist from the implementation of the request.
2. Service activation shall be understood to mean the connection of terminal equipment to the fixed network of Mts on the connection site set out in the Request i.e. providing for the use of fixed services by the Subscriber.
3. Service calculation and charging shall commence with the activation of the service in line with the Contract and the General Terms and in accordance with the Pricelist.
4. The Subscriber shall, at its own expense, provide Mts with access to the facility on the connection site and use of the real estate of the Subscriber free of charge to the extent it is required for the execution of the works on the exploration, installation, upgrade, modernization and maintenance of the electronic communications network and/or terminal equipment i.e. service provision.

### ***Terminal equipment and network access***

5. To use certain fixed services of Mts the Subscriber may opt for own installation of terminal equipment. In that case, service activation shall be effective as of the date of take-over by the Subscriber of terminal equipment on the connection site.
6. The Subscriber undertakes not to damage or otherwise alter the terminal equipment owned by Mts, and not to relocate said equipment from the connection site which it is intended for. The maintenance and alteration of the installed terminal equipment owned by MTS may be performed exclusively by the persons authorized by Mts, unless otherwise stated in the Contract. Likewise, the Subscriber undertakes to inform the Mts User Service by calling the numbers set out in item 14.3 of any damage or loss of terminal equipment. Upon termination of the Contract, the Subscriber shall return to Mts the terminal equipment owned by Mts in a proper working order. Otherwise, the Subscriber shall compensate Mts for the damage in accordance with the Pricelist.
7. The user shall be responsible for the use of the services provided via access to the electronic communications network and for any possible damage incurred upon a third party through access to the electronic communications network.

### ***The Subscriber's equipment and household installations***

8. On the connection site, the Subscriber shall provide household installations in line with the applicable regulations and shall, at its own expense insure the relevant terminal equipment i.e. adjust the same to the use of the Fixed Services of Mts, and the power feed necessary for its installation, operation and maintenance.
9. If the Subscriber, at its own expense, constructs and maintains its internal installations via which it is connected to the Network, it shall meet all the technical requirements laid down by the applicable regulations. The Subscriber shall connect to the Network only such installations and equipment as are approved by Mts and as are compliant with the technical regulations. The Subscriber shall be responsible for the proper working order and use of such installations and equipment. The Subscriber

shall follow the instructions of Mts when connecting the installation and equipment to the Network even during the use of the services. In case of any doubt concerning proper working order and lawful and contracted use, Mts is entitled to inspect, without prior notice, the installation and equipment (hardware and software) of the Subscriber. In the event of non-compliance with the provisions of the General Terms, Mts may suspend, on a temporary or permanent basis, the provision of services in accordance with item 11.

### ***Provision of an add-on service***

10. At the request of the user, along with the basic service, Mts shall also provide add-on services included in its offer if the technical conditions are satisfied. Certain add-on services may be used only by way of special terminal equipment which supports such services. Unless otherwise stipulated by the Contract, the basic Contract shall also apply to add-on services. Add-on services shall be invoiced in accordance with the Pricelist.

### ***Service migration***

11. The Subscriber may request migration of a service from one site (address) to another site (address), by forwarding a relevant request.

12. Within 15 days from the receipt of the Subscriber's request for migration, Mts shall notify the Subscriber of its grant of the request for migration if there are technical conditions on the new location or of rejecting the request, each method of notification that may be documented being acceptable (e.g. telephone call, electronic mail, registered mail, voice secretary IVR). If the migration request is granted, within a maximum of 30 days from the date of notifying the Subscriber, Mts shall complete the migration.

13. To implement the migration, Mts is entitled to invoice, in accordance with the Pricelist, the amount of a one-off fee for service migration which the Subscriber pays based on a bill issued by Mts.

## **5. Subscriber and Traffic Data**

1. Mts shall collect and process the Subscriber's personal data fully in accordance with the applicable Law on the Protection of Personal Data.

2. Mts guarantees the confidentiality of user personal data within the limits of the applicable regulations. Mts may use said data for the purpose of implementing the Contract, fulfilling its legally prescribed obligations, collecting the receivables and for other purposes with the consent of the Subscriber.

3. Traffic data related to a specific Subscriber, other than for the purpose of fulfilling the obligations laid down by the applicable regulations, shall be treated and kept to the extent necessary for generating an invoice both until the expiry of the legally set deadline for raising an objection on the part of the Subscriber and until the expiry of the deadline for the collection of receivables.

4. By entering into the Contract, if via the Mts network the value added services of third parties – operators of said services are used, the Subscriber agrees that the data referred to in items 2 and 3 of this paragraph may be submitted to the operators of value added services whose service it has used - the data set out in item 2 for the purpose of receivables collection by said operators and the data set out in item 3 for the purpose of collecting receivables and resolving the objections on the part of such operators.

### ***Telephone Directory***

6. By entering into the Contract, the Subscriber agrees that Mts keep the Subscriber data in its publically available telephone directory (electronic and printed). Mts is not under the obligation to verify the accuracy of the data provided by the Subscriber in the directory. The Subscriber is entitled to revoke, without an obligation to pay a consideration, its prior consent i.e. seek that its data be deleted from the directory.

### ***A change in the data***

7. The Subscriber shall notify Mts of any change in its data necessary for the implementation of the Contract without delay after the change has been made. If the Subscriber fails to do so, it shall be liable for any damage to Mts or third parties that may arise due to such failure. If for the same reason, bills, reminders of default and other Mts documents may not be delivered thereto, it shall be deemed that on the basis of the existing data, the delivery has been duly made.

8. A change in the Subscriber data shall also be understood to include a change in the name and surname of the individual or a change in the business name of the company and a case of status changes in the business company made in line with the applicable regulations.

### ***Number identification***

9. When setting up a call, the number of the calling party is always when technically possible, transferred via the Network, except if the identification of the called number is prevented for the calling party at its request. The identification of the called number shall be displayed when the emergency services or the Mts services for reporting faults, filing complaints, submitting an application for a service and Network control are called.

## **6. Fees, Prices and Bill**

1. The service fee, as a rule, shall include: a one-off amount for the conclusion of a subscriber contract (for service set-up and creation of technical conditions) and a monthly fee for accessing the Network and/or service and a fee for traffic generated, a fee for using terminal equipment and a fee for add-on services. The services and the creation of conditions for service provision, such as an upgrade of the access infrastructure, shall be charged in accordance with the applicable pricelist of Mts. Calls towards the emergency services are allowed with no charge.

4. The monthly fee for the fixed services rendered shall be invoiced for the month in which they were used and shall be presented as a separate item on the bill.

5. Mts shall issue a bill on the first day in a month for the previous month and shall deliver it to the Subscriber's address unless the Subscriber requested some other way of delivery, and shall be available in electronic form to all Subscribers via the Mts web site referred to in item 1 of the General Terms, through email, the contact centre, the stores or authorized points of sale of Mts. If the Subscriber is not delivered a bill for the services rendered, the Subscriber shall notify Mts thereof until the expiry of the deadline for the payment of the bill by showing up at the store, in writing, by sending an email or calling the contact centre's phone number as indicated in item 14.3 in order to be provided with the bill i.e. the information about the amount stated in the bill. Mts reserves the right to change the date of issuance of a bill whereof it shall notify the Subscriber timely and accordingly.

6. At its own request, the Subscriber shall be delivered a detailed specification of all services charged with a special calculation of debts for each individual service. The aforementioned items shall be available to the Subscriber at least in the period within which it may file an objection to the amount of the bill. At the request of the Subscriber, it shall be provided with a detailed specification of all services charged.

### ***Changes in the prices and service provision terms***

7. Mts is entitled to change its service provision terms, the Pricelist and the General Terms.

8. Mts shall publish said changes on its web site [www.mtsdoo.com](http://www.mtsdoo.com), in its stores and on its other points of sale in accordance with the applicable regulations.

9. If the prices of contracted terms of service provision and the General Terms are changed exclusively in favour of the Subscriber, the same may apply to the Subscribers as at the date of publication of such changes.

10. If the prices of contracted terms of service provision and the General Terms are changed, which leads to an increase in the fees or unfavourable terms for the Subscriber, the Subscriber shall be notified accordingly, no later than 30 days prior to the application of said changes.

11. Amendments to the General Terms made for the purpose of aligning with the legal regulations shall not be deemed a change in the terms whereunder the Contract is entered into to the disadvantage of the Subscriber.

## **7. Collection of Receivables**

1. The Subscriber shall pay the entire computed amount of the bill until the due date set out in the Mts bill.

2. The users may pay the bill through all institutions registered for payment circulation. The Subscriber may also pay by way of a permanent transfer order with the banks that provide the service for such payment transactions. The payment transaction fee shall be borne by the Subscriber in accordance with the pricelist and the terms of the payment operations service provider.

3. Mts shall not be held responsible if the payment could not be registered because the Subscriber provided incorrect/insufficient data, entered into the payment form a wrong number and/or other data necessary for a proper registration of the payment or if a payment was not registered through a fault of the organization conducting payment circulation transactions and in the event the measures aimed at suspending the provision of services are imposed and the Subscriber is sued for defaulting on its payment. Such payment shall be registered only if the funds are paid into the Mts account or if the Subscriber provides proof of the payment made. If an amount greater than that stated in the bill is paid, Mts shall reduce the amount for the settlement of the bill in the forthcoming period or refund the excess amount paid at the request of the Subscriber. The Subscriber shall bear all the costs that may arise in connection with the payment of bills and all costs of refund if not incurred through a fault of Mts.

4. The Subscriber shall pay a statutory default interest if exceeding the bill payment deadline, which is computed until the date of paying the funds into the current account of Mts. After the expiry of the bill payment deadline, Mts shall send a reminder to the Subscriber. If the Subscriber fails to make payment within 15 days from the due date for payment under the bill generated by Mts (provided that a deadline of at least 8 days for sending a reminder regarding the payment default has also expired), Mts is entitled to suspend for the Subscriber the provision of one or all services rendered under the Contract whereunder the Subscriber fails to comply with its contractual obligations, where the voice services shall be suspended in part rather than in full, i.e. shall be restricted so that all services of incoming calls for which the Mts pricelist envisages no payment obligation and calls towards emergency services are allowed.

5. If the Subscriber fails to meet its payment obligation until the expiry of a 45-day deadline within which the voice service is so restricted (60 days from the due date of payment), Mts is entitled to suspend for the Subscriber the voice services in full as well. The services shall be restored for the Subscriber as of the date it meets its obligations, no later than 2 working days from the date of debt settlement.

6. If the Subscriber fails to pay the bill even after 75 days from the due date of the bill, where a minimum of 30 days have also elapsed from at least one reminder and at least 8 days from a reminder pending permanent disconnection, the Contract shall be terminated and the Subscriber shall be subject to a permanent suspension of service provision, its terminal equipment shall be disconnected from the Network and its debt shall be sued and submitted for enforcement.

7. Mts is authorized to assign the receivables from the Subscriber, third parties, banks and agencies for the collection of receivables in the manner and in accordance with the applicable regulations, where the Subscriber shall not bear the costs of assignment or any other costs that may arise from the assignment of receivables.

### ***Payment security funds***

8. If on the basis of the payment capacity of the user, his fulfilment of the payment obligation in the previous period, his average use of the services, and the total debt amount, Mts reasonably assesses that the Subscriber will not adhere to the contracted payment obligations or that the receivables will be difficult to collect, Mts may request of the Subscriber to provide the relevant payment security funds acceptable for Mts. If the Subscriber fails to do so, Mts is entitled to take interim service suspension measures laid down in item 11. Mts is entitled to collect all of the receivables from the Subscriber from the payment security funds so provided.



## **8. Duties and Responsibilities of MTS**

### ***General Provisions***

1. Should Mts fail to respect the deadlines for the service setup, fault repairs and other contracted deadlines, should it mistakenly restrict or suspend the service provision, the Subscriber shall be entitled to compensation in accordance with the rules for the Subscriber compensation referred to in item 15 of the General Terms.
2. While on the user's premises, Mts shall take the necessary measures to protect the user's assets and the necessary security measures, whereby the user shall refrain from any action that might damage the Mts facilities, installation and equipment. The user shall respect the restriction and terms stipulated in the applicable regulations in respect of works in the vicinity of electronic communications networks and relevant assets i.e. other facilities.

### ***Quality of Service, Network Maintenance, Disturbances***

3. Mts undertakes to provide the contracted services to the Subscriber in accordance with the defined quality parameters prescribed by the Authority.
4. Mts is obliged to maintain all resources of the electronic communications network in such manner to allow continued use of the contracted services.
5. Mts is responsible for the functionality of the terminal equipment assigned to the Subscriber, unless the equipment failure occurs through the fault of the Subscriber.
6. Mts shall ensure proper and smooth operation of the public communications network. Pursuant to the above, Mts shall regularly maintain, upgrade and modernize its infrastructure, as well as control the functioning and quality of services in accordance with the technical standards and regulations.
7. The service malfunction or disturbances are reported by calling the Contact Centre, through the web portal, via e-mail or in writing to the addresses from the invoice.
8. Should the service be unavailable for more than 48 hours for reasons attributable to Mts, at the Subscriber's request the monthly fee for the service shall be calculated in proportion to the duration of availability, unless the service provision quality is otherwise regulated by the Contract.

### ***Force Majeure***

9. Mts shall not be not responsible if the provision of services is temporarily suspended or restricted due to force majeure. Force majeure means natural events of particular intensity (flood, earthquake, fire, etc.), war, terrorism, strikes, loss of power and/or license for the provision of services in the electronic communications network, unforeseen restrictions imposed by the state authorities, power outages and power supply irregularities caused by a third party, computer virus attacks and other similar events.

## **9. Network Code of Conduct**

1. For the purpose of protection against abuse and fraud in the public communications network, Mts implements measures to protect the safety of the public fixed network and user services.
2. Mts services shall be used only in a lawful manner and in accordance with the purpose set forth by the Contract and General Terms.
3. The following is forbidden when using Mts services:
  - i) sending, receiving and/or storing any data that:
    - reveal trade secrets or personal information of another person,
    - may harm Mts or any other person
    - discriminate or abuse,
    - defame any individual or group,

- libel or intimidate any person,
  - are contrary to a license for use of any software;
- ii) using services in any manner that can threaten the electronic communications network and service provision in it;
- iii) publishing or transmitting promotional and advertising materials containing false information, misleading allegations or statements;
- iv) sending advertising or promotional material without recipients' consent or request, including sending unsolicited e-mail or unsolicited electronic messages (spam);
- v) publishing, transmitting or sending contents protected by the intellectual property rights without consent of the content owner, or of the person entitled to their distribution;
- vi) publishing, sending or transmitting contents that offer services or products in the form of chain letters;
- vii) monitoring or intercepting third party communications or messages;
- viii) harassing other service users in the Mts network or the network of another operator to which the Mts network is connected directly or indirectly by sending large volumes of unsolicited or unwanted electronic messages to a user (mail/message bombing);
- x) phishing, using someone else's username, password and encryption key, or falsifying a message header;
- xi) unauthorized access to someone else's account, other people's resources (data, terminal and other communication devices, computers, security measures) and their unwarranted use or control;
- xii) cracking another person's username, password, encryption key and the like;
- xiii) sending and setting viruses, worms, Trojans and other malicious code on someone else's equipment or software;
- xiv) providing Mts services to unauthorized persons, such as giving or allowing the use to unauthorized persons of the assigned usernames, passwords, cards, encryption keys and in general any element on the basis of which an unauthorized person may, instead of a user, establish a connection, communicate, send or read a message;
- xv) performing actions that prevent other users from appropriate use of services (distributed denial of service);
- xvi) using the service to bypass international traffic.

In case of doubt, report, objection or complaint, Mts reserves the right to inspect any resources or files where the required data are recorded, in keeping with the applicable regulations.

4. Mts has the right to record calls made to the Mts contact center, on which a person shall be informed prior to establishing a connection with an Mts employee in the contact center.

#### ***Use of Services and Abuse Prevention Measures***

5. Subscribers are responsible for use of their connection to the electronic communications network, for home installation and use of each service in accordance with the law and the Contract, while fully adhering to the General Terms. In the contrary, Mts is entitled to take measures in accordance with the Rules on temporary and permanent suspension of the service provision.

6. Subscribers are responsible for the content of messages they transmit over the Network, or the content of which they make available to third parties. Mts is responsible neither for the content of the above messages, the messages that Subscribers receive, nor for the content of any messages that a third party circulates or makes available via the Network. In case of using a service for unauthorized access to information or resources of other people or for performance of any illegal activity, including violation of intellectual property rights, or to allow any of the following to a third party, Subscribers shall undertake all responsibility and compensate Mts for the full amount of damages and expenses suffered as a consequence of such reasons, including the litigation costs.

### ***Lack of Responsibility for Information and Purchase via the Network***

7. If the Mts services are used to purchase goods or services from a third party or for the purpose of using third party services via the Mts Network, the responsibility for services or goods purchased or ordered in this manner shall be borne by the third party that is providing services or selling goods.

## **10. Subscribers' Complaints**

1. Subscribers may file complaints about the calculation or invoices for communications services provided, about quality and functionality of services, as well as other complaints that may be related to the service status, contractual relation or user support.

2. Residential users may file complaints verbally or in writing. Business users file complaints in writing, except for complaints related to the functionality.

3. Complaints may be submitted to the addresses listed in item 14 as the addresses for communication with users: via the Contact Centre, e-mail, Internet site, in the Mts branch offices or as otherwise provided by the applicable regulations. Likewise, written complaints may be submitted to the company address:

MTS D.O.O  
Oslobođenja 1  
Kosovska Mitrovica

Subscribers shall be timely informed on any change of address to which complaints may be submitted.

4. Subscribers are entitled to file a complaint about the service quality or functionality within 30 days from the service provision date, i.e. within 30 days from the due date of the invoice for the service when it comes to complaints about calculation or the invoiced amount for services rendered. After expiration of those deadlines, it is considered that Subscribers fully agree with the terms, implementation method and issued invoices for services rendered.

5. Subscribers who filed a complaint to the amount charged for the service provided, referred to in paragraph 1 of this Article, until the complaint is resolved shall pay the undisputed part of the invoiced amount for services rendered or the average amount charged for a period of up to three months before the period to which the complaint relates. In case the undisputed part of the invoiced amount for services rendered, or the average amount charged to the end user in the period of up to three months before the period covered by the complaint, is not settled, Mts has the right to take measures in accordance with Article 11 of the General Terms.

6. The operators providing value added services through the Mts network are responsible for the value added services they provide, and complaints to the amount charged and the quality of value added services are submitted to the above operators for resolution.

7. The complaints resolution deadline is 15 days (if the 15<sup>th</sup> day falls on a Sunday or a non-working day, the deadline is moved to the first working day). Subscribers shall receive the reply through the channel of communication they selected.

8. If Subscribers are not satisfied with the complaint resolution, in addition to the other rights they have in accordance with the Law, within 15 days since receipt of a reply from Mts or since expiry of the deadline for submitting the reply, they may address the Authority to mediate in resolving the dispute out of court or to initiate a litigation before the competent court.

## **11. Temporary Suspension of Service**

1. When a Subscriber does not respect the rights and obligations under the Contract, including the General Terms, Mts is entitled to temporarily disconnect the Subscriber's line from its Network and/or, in accordance with the applicable regulations, to temporarily suspend the provision of one, several or all of the services, with prior notice to the Subscriber, except in case of a physical, material or functional impairment of the network, i.e. jeopardized Network security, serious or repeated abuse, when the Subscriber can be disconnected even without prior notice.

2. Mts is not obliged to compensate any damage caused by a temporary suspension of service provision, unless Article 15 of the General Terms expressly provides otherwise.

3. Temporary suspension of one, several or all of the Mts services can be implemented as follows:

#### **General**

- i) if it is determined that the Subscriber does not observe the General Terms;
- ii) if it is determined that the Subscriber has provided false information that are a prerequisite for the conclusion of the Contract;
- iii) if the Subscriber does not submit new data to Mts within 15 days from the date of change of data that are a prerequisite for the conclusion of the Contract

#### **Network and Terminal Equipment**

- iv) if Subscribers use the terminal equipment that does not fulfill the conditions set forth by the applicable regulations, or the use of such terminal equipment would disrupt the continuity, safety and/or integrity of the Network, or if users' installation and equipment were altered;
- v) if Subscribers access the Mts electronic communications network without authorization, disturb the network operation, or perform any intervention on the Network;
- vi) if Subscribers entrust to third parties the repairs or removal of disturbances on the part of the network maintained by Mts;
- vii) if Subscribers do not allow Mts access to the premises or land owned by them or on which they have the right of use, their installation or their equipment, in order to eliminate disturbances on the network maintained by Mts;
- viii) if Subscribers do not allow Mts to control their installation, terminal and other equipment and software required to use the Mts services suspected to cause technical interference;
- ix) if a Subscriber's equipment is found to be defective and it jeopardizes the Network or other Subscribers on it, or on other networks to which the network is connected;
- x) if the network is threatened with regard to software or if there is a risk of such a threat, until such a threat ceases;

#### **Services**

- xi) if it is determined that the Subscriber harasses other Subscribers of the electronic communications services on the Network or on other networks, insulting them, disturbing, disrupting and/or preventing the use of services;
- xii) if it is determined that the Subscriber has allowed unauthorized persons to use the services of Mts via their connection to the Network;
- xiii) if it is determined that the Subscriber does not observe other obligations under item 9 of the General Terms;

#### **Payment of Invoices**

- xiv) when a Subscriber does not settle an invoice even after 15 days from the due date of the invoice issued by Mts for payment purposes, whereby at least 8 days elapsed since the notice, with the proviso that the voice services are suspended partially rather than fully, i.e. they are limited while still allowing incoming traffic and calls to emergency services
- xv) should the Subscriber, whose voice services were limited for the reasons specified in the previous indent so that his incoming traffic and calls to emergency services were provided over a period of 45 days of temporary partial suspension (restriction) of services, fail to settle their liability until the expiry of the specified period, in which case the services may be temporarily suspended in full provided that the deadline of at least 30 days since at least one notice has expired
- xvi) should the user fail to provide the payment collateral (deposit, etc.) in accordance with item 7.6 of the General Terms or fail to pay an advance.

4. Temporary suspension of provision of one, several or all of the Mts services lasts for 5 days in case of abuse, and for unpaid financial liabilities for the service it lasts until the settlement date, provided that Mts may permanently suspend the service provision in accordance with item 12 of the General Terms.

In cases where, in accordance with the law, the competent authority is authorized to determine the illegal content or other abuse, temporary suspension of services as a measure may be taken only after such abuse has been established by the competent authority.

5. During the temporary disconnection from the Network or suspension of service provision attributable to the Subscriber, the Subscriber is obliged to continue paying the monthly fee for the whole term of the Contract for the suspended service. The reasons stated for the temporary disconnection or suspension of the service provision shall apply regardless of whether they were caused by the Subscriber or a third party to whom it was enabled through the service contracted by the Subscriber, regardless of whether the third party acted with or without the Subscriber's knowledge. The Subscriber is obliged to pay compensation against the Price List in respect of costs for the suspended service reactivation, which is invoiced when the reason for the temporary suspension of service has ceased and the service is re-activated.

### **Temporary suspension of service at request of the Subscriber**

6. Mts will allow the Subscriber, at his request, to temporarily disconnect the connection from the Network, i.e. to temporarily suspend (deactivate) one, several or all of the Mts services, with the exception of services related to Internet access and media content distribution, for the duration of 1 to 3 months. The temporary disconnection or deactivation may be performed only once a year. While the connection is temporarily deactivated, or while one or more services are temporarily deactivated, the monthly fee for the temporarily deactivated services is calculated and billed to the Subscriber. Services will be re-activated after the expiry of the agreed period of temporary suspension of service provision. The Subscriber may request reactivation of the temporarily disconnected connection to the electronic communications network, or reactivation of temporarily suspended (deactivated) one, several or all of the services before the expiry of the agreed period of temporary suspension of service provision.

### **Temporary dismantling of the Mts or Subscriber's equipment**

7. In case of investment works, cleaning or other works in the premises or on the property of the Subscriber, where the Mts equipment or the Subscriber's equipment maintained by Mts is located, the Subscriber may request a temporary dismantling of the equipment. In addition to the fee under the Price List, the Subscriber shall pay Mts the actual costs of dismantling and re-mounting of the equipment.

### **Temporary suspension of service provision for the purpose of user protection**

8. In addition to its obligations with regard to controlling the costs stipulated by the applicable regulations, Mts reserves the right to control the consumption and use of services provided by Mts to its users, for the purpose of their protection.

9. Mts reserves the right to determine the amount of daily, weekly and monthly consumption control, i.e. daily, weekly and monthly limit, as well as to determine the cases when users exceed their rights to use the services under a signed contract. Mts shall adequately (by phone call or by other appropriate means) notify the user on exceeded consumption, i.e. on overstepped rights to use of services, as well as on obligations for the user on such occasion. If a user exceeds the specified amount of consumption, without providing advance funds for the said consumption, temporary suspension in the provision of the said service shall be implemented until the originated liabilities are settled.

### **Temporary Suspension of the Provision of Services for Technical Reasons**

10. MTS has the right, with a prior notification to a user, to temporarily deactivate the Subscriber's connection to the Network or to suspend the provision of one, several or all of the services for the

following reasons: i) in case of technical disturbances in the Network, until they are resolved; ii) if Mts carries out reconstruction or expansion of the network to which the user is connected.

## **12. Term and termination of the Contract**

### ***Term***

1. Unless it is envisaged otherwise, the Contract with the Subscriber shall be concluded for an indefinite period of time.
2. The contract may be terminated/cancelled and the provision of services may be discontinued at the request of the Subscriber or at the request of Mts due to a failure to comply with the Contract or the General Terms.
3. The Subscriber shall pay all the liabilities incurred based on the service usage in the period preceding the termination of the Contract. If the Subscriber cancels the Contract or Mts terminates the Contract due to a Subscriber's fault prior to the expiry of the mandatory Contract term, provided that the Contract was concluded for a definite period of time with a minimum mandatory Contract term i.e. minimum Contract term, the Subscriber shall, before the deadline for payment indicated on the bill, make a one-off payment to Mts as compensation for damage in the amount of the monthly fees for the remaining months until the expiry of the mandatory Contract term, at the Price List applicable on the date of cancellation i.e. termination of the Contract, and/or compensate the damage to Mts in another amount as envisaged by the Contract, in case the mandatory Contract term is a substitute for the reimbursement of costs of building access infrastructure in the amount of the said costs.
4. If the Contract is cancelled by the Subscriber before the service is installed/activated, the Subscriber shall compensate to Mts all the costs that it has suffered in relation with the installation/activation or removal of terminal equipment, but not exceeding the amount of the installation i.e. activation fee according to the applicable Price List.
5. The Contract shall cease to apply if Mts loses the authorization necessary for the provision of the contracted services in the Network.

### ***Contract termination at the request of the Subscriber***

5. The Subscriber may cancel the Contract by informing Mts thereabout in writing or by coming to an Mts shop and signing a request for Contract cancellation. The request for contract cancellation and service suspension must be delivered to Mts not later than 30 days before the requested date of permanent service suspension.
6. On the date and at the time indicated by the Subscriber in his/her request, Mts shall suspend the provision of the requested service or services.
7. If only one of the services is cancelled, the contracted terms of provision of other services, shall continue to apply, depending on the technical capabilities of Mts.

### ***Termination of the contract due to breach of obligations from the contractual relationship by the Subscriber***

8. In case the Subscriber fails to comply with the obligations from the Contract, Mts shall have the right to unilaterally cancel the Contract and/or permanently suspend the provision of one, several or all services, with prior notification of the Subscriber. In case a relevant authority is authorized in accordance with the law to establish the existence of illicit content or other misuse, the measures of permanent service suspension may be undertaken after establishing such misuse by the relevant authority.
9. Mts is not under the obligation to provide explanations and/or compensate possible damage incurred due to permanent service suspension, unless it is otherwise stipulated by the Contract and the General Terms.
10. The reasons for Contract cancellation and/or permanent service suspension, shall be binding regardless of who caused them, whether it was the Subscriber or a third party, with or without the Subscriber's knowledge.

The legal consequences of terminating the Contract between Mts and the Subscriber shall take effect on the date when Mts permanently disconnects the service, which the Subscriber will be adequately informed about.

Mts may unilaterally terminate the Contract and permanently suspend the provision of a service or services, in the following cases:

#### **General**

- i) if the Subscriber's address for the delivery of Mts bills and notifications is still unknown after the second attempt of delivery;
- ii) if bankruptcy or similar proceedings have been instituted against the Subscriber, and conditions have been met for such proceedings according to the applicable regulations, where Mts will provide minimum services according to the request of an administrative receiver;

#### **Network and terminal equipment**

- iii) if the Subscriber, after he/she is reconnected to the network after temporary disconnection, reassumes using terminal equipment for which it has not received previous approval from Mts;
- iv) if the Subscriber, after the second attempt fails to allow Mts within 3 days access to its property or the property it is allowed to use, its installation, or its equipment for the purpose of removing interferences on the network;
- v) if the Subscriber even after 15 days from the first attempt fails to allow Mts to control its installations, terminal and other equipment and software necessary for the use of Mts services in accordance with the General Terms;

#### **Services**

- vi) in all cases in which the deadline or the activities due to which temporary service suspension occurred, upon the expiry of the given deadline;
- vii) in the case of serious or repeated breach of the Subscriber's obligations due to which temporary service suspension occurred

#### **Payment of bills**

- viii) if the Subscriber fails to settle his/her due debts after as many as 75 days since the due date of the bill for payment delivered by Mts, provided that the deadline of minimum 30 days from at least one warning and minimum 8 days from the warning delivered before the permanent suspension of providing this service or services has expired;
- ix) if after 75 days from the due date of the bill for payment the Subscriber is still insolvent i.e. overindebted, and the bankruptcy proceedings have not yet been initiated.

### **13. Assignment of the Contract and Successors in Interest**

1. The Subscriber may assign its rights and obligations under the Contract to a third party, provided that the new Subscriber continues using the service on the same location, through the same connections to the network, for a fee stipulated by the Price List, whereby the validity of the Contract with the Subscriber who assigned the rights and obligations shall cease, and a new Contract is concluded with a new Subscriber.
2. In case of other services, except for those stated in clause 15.1, the assignment of the contract and the transfer of any right or responsibility under the contract shall only be possible upon prior written consent of Mts.
3. In case of the Subscriber's death, the transfer of rights and obligations under the Contract may be required by the heirs, family members, or if there are more people involved, a person designated by the heirs or family members.

### **14. Information and user support**

1. The user agrees that Mts has the right to directly deliver notifications, via electronic mail and/or other communications channels, about the offers of Mts services and the services that Mts has

developed with its partners so that it provides these services jointly with a partner or supports the provision of partner services through the network. The delivery of the said messages can be forbidden via electronic mail, by calling a Contact Center or directly at Mts shops.

2. Mts shall on its webpage, through electronic mail and other communication channels inform its subscribers/users about important issues related to service provision such as: the amount of the bill, warnings about limits, information about amendments to the General Terms, and the terms of provision of certain services etc., which cannot be characterized as direct advertising of services from paragraph 1 of this item.

3. Users can get information regarding the Mts offer, Price Lists of the services and the manner of their use at the Mts webpage [www.mtsdoo.com](http://www.mtsdoo.com), users can call the Contact Center at 19933, through the e-mail address: [info@mtsdoonet](mailto:info@mtsdoonet), at shops and at other Mts points of sale. Users can get support regarding the use of services through the same numbers and/or the same Mts web page.

4. Information about the parameters of service quality can be obtained at Mts shops and other points of sale and on the Mts webpage [www.mtsdoo.com](http://www.mtsdoo.com).

5. Unless otherwise stipulated by other provisions of the General Terms or provisions of the Contract, users/subscribers can deliver to Mts all the information and requests related to the use of the service and the implementation of the Contract, including the reporting of unsolicited messages, by sending them to the addresses or calling the numbers listed in paragraph three of this item, or through them obtain information about the manner in which certain type of requests are delivered.

## **15. Rules for the compensation of damage to the Subscriber**

1. The Subscriber shall deliver in writing a request for the compensation of damage in case of non-compliance with an obligation or delay in the fulfilment of an obligation by Mts to the address indicated on the bill. The Subscriber shall submit the request for the compensation of damage within 2 months from the date the damage was incurred.

2. The damage shall be paid by reducing the debt of the Subscriber in his monthly bill until the total amount of the damage is paid. The damage can be paid in a different manner if the Subscriber so requires, and Mts agrees, or if it is required by court in any way.

3. The Subscriber shall not have the right to the compensation of damage if:

i) someone other than Mts caused the damage;

ii) in other cases when Mts is released from responsibility under the provisions of the General Terms.

4. If Mts fails to comply with the agreed deadlines for setting up a service, including the deadlines specially agreed with the Subscriber, the Subscriber shall be entitled to compensation in the amount of 50% of the costs of providing access to the Network (access fee). If Mts fails to respect the deadlines for removing the interference and changing the telephone number, the Subscriber shall be entitled to compensation in the amount of 10% of the monthly fee for each work day of exceeding the deadline, but not more than 2 monthly fees. Mts is not under the obligation to compensate the damage in case the reasons for exceeding the deadlines are force majeure or events for which Mts is not responsible (for example, fulfilling the requirements and obtaining the building permit, providing the capabilities and equipment on the side of the Subscriber, etc.)

5. Mts shall be responsible for its subcontractors.

6. In case the Subscriber has suffered a greater damage than the amount of the fees defined by the General Terms, he/she shall be entitled to request the difference to the full amount of compensation of the actual and direct damage that must be evidenced. The costs of evidencing such damage shall be borne by the Subscriber.

7. Mts, within the limits allowed by the law, shall not be responsible for indirect loss, lost profit, or loss of data, or held liable for the damage caused by any illegal use of services or violation of the contractual obligations by the Subscriber or third parties that have been allowed to do so by the Subscriber's use of the services.

## **16. Dispute resolution**

1. All disputes arising from the use of Services shall be resolved amicably. The disputes that cannot be resolved amicably shall be resolved by the competent court.



## **17. Final provisions**

1. These General Terms shall come into force and apply on the date of their publishing.
2. The General Terms of service provision in the public fixed network of Telekom Srbija, published on 9 December 2015, shall cease to apply as of the effective date and the beginning of application of these General Terms.