

General Terms of Provisioning Mobile Electronic Communication Services

1 Contract

- 1.1 The present Terms determine the general terms of providing services by means of public mobile electronic communication network by MTS Armenia Closed Joint Stock Company (hereinafter referred to as the “Operator”), acting in the name of “Viva-MTS” and other trademarks.
- 1.2 The Operator’s advertisement or presentation of Services in any other way is considered an invitation to make a public offer for subscribing to the Services in compliance with the Terms, as well as other terms of any tariff plan.
- 1.3 The subscription offer is deemed accepted by the Operator from the moment of activation of the Services, and thereafter the offer and the Terms, together with the terms of corresponding tariff plan, constitute the contract (hereinafter referred to as the “Contract”) which is concluded between the Operator and the Subscriber, and is mandatory for execution.
- 1.4 Without contradiction to other provisions, the present Terms are considered to be an offer to amend from December 28, 2020 the terms of the contracts concluded on the same subject matter based on the public offer formerly made by the Operator. In case if no written objection regarding the Terms, and no demand to terminate the formerly concluded contract is received until the mentioned date, the present Terms will be deemed fully accepted by the Subscriber’s actions, if after the expiry of the mentioned date the Subscriber continues to use the Services.

2 Definitions

Unless otherwise envisaged by the context, the words and expressions used in the present Contract have the following meanings:

Personal Account - analytical accounting, maintained in the billing system and used for registration of payments made by the Subscriber and Services provided to him/her.

Subscriber – a physical or legal entity who has accepted the present public offer.

Subscriber device – a telephone or other device, compatible with the Operator’s mobile network or the SIM card by means of which the Subscriber can use the Services.

Billing System – an automated system of maintaining account.

Password – a combination of letters and/or digits used for the identification of the Subscriber (the authorized person).

Services – services of mobile electronic communication and other accompanying services provided by the Operator in compliance with the Contract. In cases envisaged by the Operator the Services may be provided by third parties, indicated by the Operator. Furthermore, the Operator gives the opportunity to

make the Services provided by third parties available for the Subscriber, acting in relations with similar third parties as the Subscriber's agent and on his/her own behalf but by the order and at the expense of the Subscriber.

Party – an entity deemed the party of the present Contract: the Operator or the Subscriber.

Telephone Number – a dialing plan number which is used in the mobile network for identification of the Subscriber or another acceptable user and with the aim to provide Services in compliance with the Contract.

Terms – the present general terms.

Operator – the company indicated in point 1.1 of the present Terms that was duly founded in the Republic of Armenia and has licenses and permissions necessary for provision of public electronic communication services.

SIM Card – a technical device with a Telephone Number ascribed to it, which, together with the Subscriber device, is used by the Subscriber for receiving the Services. The SIM card issued to the Subscriber by the Operator remains the Operator's property and may not be alienated by the Subscriber to a third party. The SIM card does not possess a commercial value. The SIM card is intended for individual use, unless otherwise stated by the tariff plan.

3 Services

- 3.1 Description of Services, tariffs applied to them, terms and regulations are determined by the Operator.
- 3.2 The Services are provided within the technical capacities of the public mobile electronic communication network of the Operator.
- 3.3 Unless otherwise stated, the Services are provided uninterruptedly 24/7 round the year. Service provision may be limited or suspended during repair and technical maintenance about which, in case of possibility, the Operator shall notify the Subscriber by means of public announcements. Service provision may be suspended or Service quality may deteriorate in case of technical malfunctions. The Operator is obliged to undertake the necessary measures for elimination of the arisen technical malfunctions.
- 3.4 In order to use the Services, the Subscriber, at his/her discretion and on his/her own account, acquires and uses the Subscriber device complying with the demands set forth by the Operator and the legislation (if such are stipulated), and compatible with public mobile electronic communication network.
- 3.5 The Operator is entitled to apply special terms or limitations to the Subscriber device sold and/or provided by the Operator with the right of use/ownership.
- 3.6 The Subscriber ensures the integrity of the SIM card provided by the Operator. In case the Operator is not informed on the loss or theft of the SIM card, the latter is considered to be used by the Subscriber or by his/her consent and permission.

- 3.7 The possibility of getting the Services, their technical and/or qualitative capacities may depend on circumstances beyond the Operator's supervision, including the quality and technical peculiarities of the Subscriber device, irregular operation of other operator networks, circumstances interfering with radiowave transmission and normal exploitation of radio equipment, location peculiarities and meteorological conditions.
- 3.8 The volume of services to be provided may be limited by the Operator in compliance with the Contract and other regulations stipulated by the Operator.
- 3.9 In case of technical need or circumstances stipulated by the legislation, the Operator may change the Telephone Number, with prior notification to the Subscriber.
- 3.10 The volume of the Services provided to the Subscriber is determined by the Billing System, including on the basis of data provided by the suppliers of other services.
- 3.11 The Operator is not be obliged to keep the information on the provided Services for more than 3 (three) months.

4 Rights and Obligations of the Operator

- 4.1 The Operator is obliged to:
- 4.1.1 Within the validity period of the Contract, provide the Subscriber with a Telephone Number and a SIM card for making use of the Services if they are necessary for the use of the present Service.
- 4.1.2 Provide a facility to use the Services within the available technical capacities.
- 4.1.3 Provide the Subscriber with information on the Operator's network coverage, Service list envisaged by the tariff plan chosen by the Subscriber, Service provision terms, volume of the provided Services, and the Personal Account balance.
- 4.1.4 At the request of the Subscriber to provide detailed information (transcript) of the Services that were charged and became the basis of payment obligation for the Subscriber. The Operator may charge service fee for detailed information (transcript) provision.
- 4.2 The Operator is entitled to:
- 4.2.1 In compliance with the Contract or legislation, determine on its own and occasionally modify tariff plans, Service list, terms, tariffs and regulations of their provision.
- 4.2.2 Apply a short-term limitation to the Service volume, rising from the technical needs.
- 4.2.3 In case of breach of the Contract terms by the Subscriber, unilaterally suspend Service provision (a part of the Services) or terminate the Contract without any notification.
- 4.2.4 In case of breach of the Contract terms by the Subscriber, impose sanctions.

5 Rights and Obligations of the Subscriber

5.1 The Subscriber is obliged to:

- 5.1.1 Fulfill the demands of the terms and regulations of the Contract and Service provision, follow up their amendments.
- 5.1.2 Make timely payment for the Services, and in envisaged cases provide security deposit or prepayment.
- 5.1.3 Ensure the maintenance of the SIM card in due condition and exclude the usage of the SIM Card by parties not holding corresponding powers.
- 5.1.4 Not to use the Services for purposes contradicting the law.
- 5.1.5 Without a written permission of the Operator, not to use the Services for providing electronic communication services, advertising or bulk messages, organizing voting, lotteries or contests.
- 5.1.6 Not to use the SIM card with an incompatible device or in any manner able to affect the safe and uninterrupted functioning of telecommunication networks and devices.
- 5.1.7 Not to use the SIM card and the Subscriber device in locations where their usage is restricted or limited (e.g.: at filling stations, on airplanes, in cultural centers, etc.).
- 5.1.8 Avoid such usage of the Services, which may result in breaking the rights of the Operator or other parties, or cause any inconvenience.
- 5.1.9 Immediately inform the Operator on the loss or theft of the SIM card, presenting the Operator the rights on the SIM card and sufficient proof of the Subscriber's (the authorized person's) identification.

5.2 The Subscriber is entitled to:

- 5.2.1 Within the Operator's technical capacities, get information about the offered Services, applied tariffs, volumes of provided Services, charged payments and current balance of the Personal Account.
- 5.2.2 In cases envisaged by the regulations, stipulated by the legislation or the Operator, and within the technical capacities, refuse the possibility of getting advertisement and/or information messages, distributed by the Operator through the mobile network, which is otherwise deemed provided.

6 Calculations

- 6.1 Tariffs stipulated by the Operator for the tariff plan selected by the Subscriber are applied to the Services. The present tariffs are published on the Operator's web-site and are presented in the Operator's service centers.

6.2 Depending on the tariff plan, Service payments shall be made by prepaid or post-paid methods, as well as security deposit or another guarantee may be required.

6.3 The Subscriber is obliged to immediately inform the Operator's corresponding services in writing and/or any other way acceptable by the Operator about the loss or theft of the SIM card, and the Operator is obliged to undertake the necessary measures at the earliest possible date within 24 (twenty-four) hours from the moment of getting the Subscriber's proper notification on termination of the SIM card maintenance. The Subscriber bears the risks regarding the loss, theft, damage (including natural wear-and-tear) of the SIM card. Before the termination of the SIM card maintenance, the calculated payments for the Services provided to its holder are charged from the Subscriber.

6.4 The Operator may charge payment for the restoration of suspended Services, reconnection of the terminated SIM card, replacement of the lost/stolen or faulty SIM card with a new one.

6.5 Pursuant to the technical peculiarities, payments charged for some provided Services may be reflected in the Personal Account with delay (e.g. in case of roaming services).

6.6 Any person making payment for the Subscriber is considered duly authorized by the Subscriber for making payments and acts in the name and for the latter with an aim to carry out the authority.

6.7 In case of prepaid subscription, unless otherwise stated by the Operator:

6.7.1 The Services are provided within the funds available on the Personal Account and the terms stipulated by the Operator.

6.7.2 The Operator, at its own discretion, may provide Services to the Subscriber on credit and in case of using such Services, the Subscriber is obliged to make the calculated payments for the provided Services within the stipulated terms.

6.7.3 The sums corresponding to the provided Services are charged directly from the Personal Account balance, and the Operator provides the possibility of checking the Personal Account balance by electronic or other means.

6.7.4 If the prepaid sum is not fully used within the stipulated terms which in any case should not exceed 3 (three) years, the Operator may nullify the Personal Account balance at its own discretion and without any notification.

6.7.5 The Subscriber is obliged to make a prepayment ("refill" the SIM card) and other applicable payments within the terms stipulated by the tariff plan.

6.7.6 In case of absence of funds on the Personal Account, the Operator may block the possibility of using the outgoing communication and/or other Services, without any notification.

6.7.7 In case of not receiving a payment for topping up the Personal Account balance within the terms envisaged by the tariff plan, as well as in case of uninterrupted blocking of the outgoing communication for more than 6 (six) months, irrespective of the reasons, the Operator may at its own discretion and without any notification terminate the Contract by terminating the SIM card servicing.

6.7.8 To simplify the process of receiving the prepayments, the Operator may issue prepaid cards (scratch cards) or allow other methods of making payments.

6.7.9 The prepaid sums are not subject to refund, except for cases when Service provision is impossible.

6.8 In case of post-paid (on credit) subscription, except as otherwise provided by the Operator:

6.8.1 The Operator is obliged to prepare monthly brief bills on the basis of the Billing System and make them available for the corresponding service centers by the 5th day of the next month.

6.8.2 The bills may be issued and saved in electronic format.

6.8.3 In case if it is envisaged by the Tariff plan or ordered by the Subscriber, brief bills shall be delivered to the Subscriber by post or email.

6.8.4 In any case, the Subscriber is obliged to find out on his/her own his/her monthly debt and pay it off by the 15th day of the next month.

6.8.5 The obligation to make the payment is considered to be fulfilled when the paid sum is passed to the Operator's cash register or is transferred to its bank account. Bank payments, as well as payments made through the Operator's agents are reflected in the Operator's Billing System by the end of the business day following the payment day.

6.8.6 The Subscriber is obliged to make timely payments, irrespective of payment method, the fact of receiving the delivered monthly bill and the circumstance of raising objections regarding the bill.

6.8.7 When making payment, the Subscriber is obliged to indicate correctly in the payment document his/her Telephone Number, as well as the number of billing invoice or tax invoice.

6.8.8 The Operator is entitled to apply usage limitations at its own discretion, and particularly in case of the Subscriber's unsatisfactory credit history.

6.8.9 The Subscriber may get a direct debenture with the bank acceptable by the Operator, authorizing therewith the Operator to charge monthly payments from the Subscriber's bank account or credit card and get information about the transferred sums or the impossibility of charging the entire sum.

6.8.10 In case of failure to make payments within stipulated terms and/or exceeding the envisaged limitations, the Operator is entitled to suspend the facility of using outgoing communication and/or other Services, without any notification. In case of not receiving the payments within 10 (ten) days after the expiry of the stipulated term, the Operator completely suspends the Services.

6.8.11 In case of absence of any other written agreement, the Contract shall be deemed terminated with no need of any notification, if the Subscriber does not apply to the Operator for reconnection of fully suspended Services (including by fulfilling all the obligations) by the 25th day (inclusive) of the second month following the complete suspension of the Services, irrespective of the reasons of Service suspension.

- 6.8.12 If the Subscriber uses more than one Telephone Numbers and does not fully pay the monthly fee for any Telephone number in the stipulated term, the Operator may apply the measures stipulated by point 6.8.10. for all the Subscriber's SIM cards.
- 6.8.13 The Operator is entitled to use the sum of the security deposit made by the Subscriber, in order to pay off the overdue debts.
- 6.8.14 The Operator is entitled to index to US Dollars the sums of overdue payments, at its own discretion.

7 Subscriber Data

- 7.1 The Subscriber is obliged to provide the following documents on the Operator's demand and in a way acceptable by the Operator:
- 7.1.1 Physical entity – identity card stipulated by the legislation of the RA.
- 7.1.2 Legal entity – a copy of State registration certificate, attested by the seal of the legal entity (if applicable), documents certifying the powers of the person acting on the Subscriber's behalf, and the identity card.
- 7.2 The private entrepreneur shall provide a copy of State registration certificate certified by his/her signature and the identity card.
- 7.3 In case of necessity, the Operator may also demand from the Subscriber other documents or notarized copies of documents.
- 7.4 If document provision was demanded by the Operator, then in case of data modification, certified by the present documents, the Subscriber is obliged to notify the Operator thereon within 1 (one) month.
- 7.5 The Operator is not obliged to reconnect the lost/stolen SIM card or the Telephone number ascribed to the SIM card in case of failure to identify the Subscriber because of lack of the Subscriber's personal data at the Operator.

8 Notice to Personal Data Subject (Subscriber) for acquiring the consent for personal data processing and Subscriber's Consent

- 8.1. The Operator is required to process, including: collect, stipulate, input, systematize, organize, store, use, alter, restore, transfer, rectify the personal data of the Subscribers or to carrying out other operations thereto for the purposes to improve the quality of services provided to the Subscribers, to input valid data to the databases of the Operator, to update the data in the databases, to carry out personalized analyzes through the data in the databases, to prevent / detect cases of fraud related to the services provided.

- 8.2. The legal basis for personal data processing is the written consent of data subject (the Subscriber) acquired based on this notice.
- 8.3. The following personal data shall be processed: name, surname, patronymic, date of birth, gender, identification documents data (including the data on invalid identification documents), residency, registration address, contact data, public service number, date of death (to confirm the fact that a person is not dead in terms of possible fraud prevention), prohibitions and confiscations (if any).
- 8.4. The following actions to be performed with the personal data: the encrypted personal data mentioned in point 8.3. of this notification, which are provided by the Subscriber to the Operator in terms of concluding a Contract, as well as are transferred to the Operator by EKENG CJSC from the databases of state and local self-government bodies and other persons upon the request of the Operator, are being processed in the systems of the Operator which comply with the requirements of ISO27001 Information Security Standard, by means and for the purposes described in point 8.1. of this notification.
- 8.5. Personal data can be transferred to third parties only in cases and according to the procedure envisaged by the RA legislation.
- 8.6. The subscriber has the right to get familiarized with his/her personal data, require from the Company to rectify, block or destruct his/her personal data, where the personal data are not complete or accurate or are outdated or have been obtained unlawfully or are not necessary for achieving the purposes of the processing.
- 8.7. Validity of the Subscriber's consent acquired based on this notice: the consent will be valid for the period of contractual relationship between the Subscriber and the Company, as well as for the entire period of archiving of documents. The Subscriber has the right to withdraw his/her consent at any time as a result of which the legal relationships between the Subscriber and the Company may be revised.
- 8.8. By concluding a Contract as envisaged in point 1.3. of the Terms, as well as by completely accepting the changes to the Terms as envisaged in point 1.4. of the Terms, the Subscriber gives his/her unconditional consent on the processing of his/her personal data by the Operator, in accordance with the notice mentioned in points 8.1.-8.7. of the Terms.

9 Responsibility

- 9.1 The Subscriber shall use at its own risk the Services provided by the Operator and third parties. The Operator cannot determine the compliance of services with the Subscriber's needs.
- 9.2 Each Party bears responsibility for the actual (essential) damage caused to the counter Party during the fulfillment of the Contract. The Parties renounce and abstain from mutual demands for the compensation of consequential losses and missed profits.
- 9.3 The Operator bears no responsibility for the suspension of Services as a result of technical or other failures.

9.4 In any circumstances the Operator's responsibilities may not exceed the proportionally calculated amount of the average monthly fee actually paid by the Subscriber, in compliance with the period during which Service use was impossible.

10 Impact of the Superior Force (Force-Majeure)

The Parties shall bear no responsibility for failure to fulfill their obligations in part or full, or delay of fulfilling their obligations, in case it is a consequence of flood, fire, earthquake, other natural disaster, act of war, armed attack, explosion, mass disorder, strike, act adopted by a state body, failure of main infrastructure, reduction of power supply, decline in the quality of broadcasted satellite signals, or other events outside the control of the negligent Party.

11 Applied Legislation

The Contract is regulated and interpreted in compliance with the substantive norms of the acting legislation of the Republic of Armenia.

12 The Contract Language

The Contract is concluded in Armenian language. For the Subscriber's convenience, the Contract, as well as the applied tariff plans and regulations may be translated and published also in other languages but in case of any discrepancy between such translations and the Armenian variant, the text in Armenian prevails.

13 Procedure of Filing Complaints and Resolution of Disputes

13.1 The Subscriber is obliged to check and inform the Operator in writing about the inconsistencies in the monthly settlements within 45 (forty-five) days after the respective month of rendering the Services, and if during the set time period the Subscriber fails to notify the Operator on any inconsistency, the settlement shall be considered unconditionally confirmed and accepted by the Subscriber, and the Operator shall not accept any further demands and objections regarding the time period of the mentioned settlement.

13.2 In case of any complaints and suggestions, the Subscriber may apply to the Operator, by leaving an application, including via email, by visiting the Operator's service centers or by calling the 24/7 "Hot Line" service. The Operator, pursuant to the regulations stipulated by him, undertakes internal proceedings for managing the complaints and suggestions that are presented in the service centers and on

the Operator's website. The Operator is obliged to respond to the received complaints and suggestions within the terms and according to the procedure stipulated by the proceedings adopted by the latter. On the Subscriber's demand, a reply in writing shall be provided to the complaints and suggestions presented in writing.

- 13.3 Disputes between the Subscriber and the Operator shall be solved by the authorized court. For resolution of disputes, any of the Contract Parties is entitled to apply to the courts situated in the district of the location of the Operator's HQ envisaged by point 15.

14 Validity Period and Amendment of Contract Terms

- 14.1 The present Terms come into force as of December 28, 2020. Starting with the mentioned date, the public offer formerly made by the Operator for the provision of pre-paid and post-paid services is deemed expired and all the new subscriptions shall be regulated by the present Terms.
- 14.2 On the day of the present Terms coming into force, the current tariff plans and the other terms and regulations of Service provision remain valid.
- 14.3 Unless otherwise stated, the Contract is deemed signed for an indefinite period.
- 14.4 The Subscriber is entitled to unilaterally terminate the Contract by notifying the Operator in writing not less than within 5 (five) days or any other term acceptable by the Operator, and by making a final settlement for actually provided Services.
- 14.5 The Operator is entitled to unilaterally terminate the Contract in case if the Subscriber breaches the Contract terms, as well as in cases envisaged by the law, the Contract, tariff plan or other regulations stipulated by the Operator.
- 14.6 In case of terminating the Contract, the Subscriber is obliged to immediately discharge all the obligations towards the Operator.
- 14.7 In case if the Telephone number becomes available in the result of Contract termination and/or on other bases stipulated by the law, the Operator is entitled to use it at his own discretion.
- 14.8 The Operator is entitled to make a public offer at his discretion on the amendment of Contract terms, including the applied tariff plans, tariffs and regulations, by publishing the present amendments not less than 3 (three) days prior to publishing on the Operator's official web-site and/or announcing in the service centers, as well as placing a public announcement, if necessary, at least in one mass media, widely spread throughout the Republic of Armenia.
- 14.9 In case of disagreement with the amendments offered in compliance with point 14.8 of the present Contract, the Subscriber is entitled to unilaterally terminate the Contract within the term stipulated for the modifications coming into force, by notifying the Operator in writing and/or any other means acceptable by the Operator, and if no such notification is received by the Operator within the mentioned period and

the Subscriber continues to use the Services, the Operator's offer on making modifications shall be deemed accepted by the Subscriber's actions

15 Requisites of the Operator

MTS Armenia Closed Joint Stock Company

4/1 Argishti str., Yerevan 0015, RA

Tax Code: 01551651, Account Number: 1930004268280100 in Converse Bank CJSC

Website: <http://www.vivacell.am>, www.mts.am